

FERC NGA GAS TARIFF
SIXTH REVISED VOLUME NO. 1
OF
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

COMMUNICATIONS CONCERNING THIS TARIFF

SHOULD BE ADDRESSED TO:

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1001 Louisiana Street, Suite 1000
Houston, Texas 77002

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PRELIMINARY STATEMENT

Tennessee Gas Pipeline Company, L.L.C. is a natural gas pipeline company principally engaged in the business of transporting, and through a separately organized division of the company, of selling natural gas in interstate commerce, under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its main pipeline system extends in a northeasterly direction from its sources of supply in Texas and Louisiana through the states of Texas, Louisiana, Arkansas, Mississippi, Alabama, Tennessee, Kentucky, West Virginia, Ohio, Pennsylvania, New York, New Jersey, Massachusetts, New Hampshire, Rhode Island and Connecticut.

Tennessee's System and Zone Maps may be found using the link below
to view Tennessee's Informational Postings:

<http://pipeline2.kindermorgan.com/default.aspx?code=TGP>

Use the menu on the left of the Informational Postings page, select Tariff,
then select Map, and then select the applicable System or Zone Map.

Sheet No. 6 is Reserved for Future Use.

Sheet No. 7 is Reserved for Future Use.

Sheet No. 8 is Reserved for Future Use.

Sheet No. 9 is Reserved for Future Use.

Sheet No. 10 is Reserved for Future Use.

Sheet No. 11 is Reserved for Future Use.

Sheet No. 12 is Reserved for Future Use.

Sheet No. 13 is Reserved for Future Use.

RATES PER DEKATHERM

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FOR FT-A

Base Reservation Rates		DELIVERY ZONE							
RECEIPT ZONE		0	L	1	2	3	4	5	6
0		\$4.9656		\$10.3766	\$13.9580	\$14.2050	\$15.6084	\$16.5676	\$20.7866
L			\$4.4083						
1		\$7.4753		\$7.1656	\$9.5360	\$13.5088	\$13.3040	\$15.0039	\$18.4494
2		\$13.9581		\$9.4788	\$4.9299	\$4.6086	\$5.8968	\$8.1104	\$10.4695
3		\$14.2050		\$7.5081	\$4.9697	\$3.5853	\$5.5074	\$9.9605	\$11.5097
4		\$18.0356		\$16.6272	\$6.3364	\$9.6295	\$4.7135	\$5.0976	\$7.2824
5		\$21.5048		\$15.1110	\$6.6468	\$8.0427	\$5.2363	\$4.9117	\$6.3942
6		\$24.8770		\$17.3562	\$11.9451	\$13.1593	\$9.2952	\$4.8900	\$4.2331

Daily Base Reservation Rate 1/		DELIVERY ZONE							
RECEIPT ZONE		0	L	1	2	3	4	5	6
0		\$0.1633		\$0.3411	\$0.4589	\$0.4670	\$0.5132	\$0.5447	\$0.6834
L			\$0.1449						
1		\$0.2458		\$0.2356	\$0.3135	\$0.4441	\$0.4374	\$0.4933	\$0.6066
2		\$0.4589		\$0.3116	\$0.1621	\$0.1515	\$0.1939	\$0.2666	\$0.3442
3		\$0.4670		\$0.2468	\$0.1634	\$0.1179	\$0.1811	\$0.3275	\$0.3784
4		\$0.5930		\$0.5466	\$0.2083	\$0.3166	\$0.1550	\$0.1676	\$0.2394
5		\$0.7070		\$0.4968	\$0.2185	\$0.2644	\$0.1722	\$0.1615	\$0.2102
6		\$0.8179		\$0.5706	\$0.3927	\$0.4326	\$0.3056	\$0.1608	\$0.1392

Maximum Reservation Rates 2 /, 3 /		DELIVERY ZONE							
RECEIPT ZONE		0	L	1	2	3	4	5	6
0		\$4.9837		\$10.3947	\$13.9761	\$14.2231	\$15.6265	\$16.5857	\$20.8047
L			\$4.4264						
1		\$7.4934		\$7.1837	\$9.5541	\$13.5269	\$13.3221	\$15.0220	\$18.4675
2		\$13.9762		\$9.4969	\$4.9480	\$4.6267	\$5.9149	\$8.1285	\$10.4876
3		\$14.2231		\$7.5262	\$4.9878	\$3.6034	\$5.5255	\$9.9786	\$11.5278
4		\$18.0537		\$16.6453	\$6.3545	\$9.6476	\$4.7316	\$5.1157	\$7.3005
5		\$21.5229		\$15.1291	\$6.6649	\$8.0608	\$5.2544	\$4.9298	\$6.4123
6		\$24.8951		\$17.3743	\$11.9632	\$13.1774	\$9.3133	\$4.9081	\$4.2512

Notes:

- 1/ Applicable to demand charge credits and secondary points under discounted rate agreements.
- 2/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181.

RATES PER DEKATHERM

COMMODITY RATES
 RATE SCHEDULE FOR FT-A

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Base
 Commodity Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.2391	\$0.2282	\$0.2716
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.2033	\$0.2073	\$0.2367
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0658	\$0.1055	\$0.1169
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0879	\$0.1217	\$0.1329
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0407	\$0.0576	\$0.0932
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0573	\$0.0567	\$0.0705
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0881	\$0.0478	\$0.0290

Minimum
 Commodity Rates 1/, 2/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.0250	\$0.0284	\$0.0346
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.0210	\$0.0256	\$0.0300
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0056	\$0.0100	\$0.0143
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0081	\$0.0118	\$0.0163
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028	\$0.0046	\$0.0092
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	\$0.0066
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020

Maximum
 Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0039		\$0.0122	\$0.0184	\$0.0226	\$0.2398	\$0.2289	\$0.2723
L		\$0.0019						
1	\$0.0049		\$0.0088	\$0.0154	\$0.0186	\$0.2040	\$0.2080	\$0.2374
2	\$0.0174		\$0.0094	\$0.0019	\$0.0035	\$0.0665	\$0.1062	\$0.1176
3	\$0.0214		\$0.0176	\$0.0033	\$0.0009	\$0.0886	\$0.1224	\$0.1336
4	\$0.0257		\$0.0212	\$0.0094	\$0.0112	\$0.0414	\$0.0583	\$0.0939
5	\$0.0291		\$0.0263	\$0.0107	\$0.0125	\$0.0580	\$0.0574	\$0.0712
6	\$0.0353		\$0.0307	\$0.0150	\$0.0170	\$0.0888	\$0.0485	\$0.0297

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0007.

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES
 FOR RATE SCHEDULE FT-A

Maximum Commodity Rates 1/, 2/, 3/, 4/		DELIVERY ZONE							
RECEIPT	ZONE	0	L	1	2	3	4	5	6
0	\$0.1674			\$0.3525	\$0.4755	\$0.4873	\$0.7535	\$0.7741	\$0.9563
L			\$0.1473						
1	\$0.2507			\$0.2439	\$0.3276	\$0.4610	\$0.6420	\$0.7019	\$0.8445
2	\$0.4747			\$0.3205	\$0.1644	\$0.1552	\$0.2610	\$0.3735	\$0.4625
3	\$0.4863			\$0.2629	\$0.1670	\$0.1193	\$0.2703	\$0.4506	\$0.5125
4	\$0.6159			\$0.5658	\$0.2171	\$0.3270	\$0.1969	\$0.2265	\$0.3340
5	\$0.7329			\$0.5204	\$0.2284	\$0.2760	\$0.2308	\$0.2195	\$0.2821
6	\$0.8492			\$0.5980	\$0.4065	\$0.4481	\$0.3950	\$0.2097	\$0.1695

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0006 Daily Reservation, \$0.0007 Commodity.

RATES PER DEKATHERM

FT-A EXTENDED TRANSPORTATION SERVICE

Base Daily Reservation Rates -----	EXTENSION ZONE - EXTENDED DELIVERIES/ EXTENSION ZONE - EXTENDED RECEIPTS	EXTENDED ZONE - EXTENDED DELIVERIES/ EXTENSION ZONE - EXTENDED RECEIPTS							

		0	1	2	3	4	5	6	
		0		\$0.3412	\$0.4589	\$0.4670	\$0.5131	\$0.5447	\$0.6834
		1	\$0.2458		\$0.3136	\$0.4441	\$0.4374	\$0.4933	\$0.6065
		2	\$0.4589	\$0.3116		\$0.1515	\$0.1939	\$0.2667	\$0.3442
		3	\$0.4670	\$0.2469	\$0.1634		\$0.1811	\$0.3276	\$0.3784
		4	\$0.5929	\$0.5467	\$0.2083	\$0.3166		\$0.1676	\$0.2394
		5	\$0.7069	\$0.4968	\$0.2184	\$0.2644	\$0.1722		\$0.2103
		6	\$0.8179	\$0.5706	\$0.3927	\$0.4326	\$0.3055	\$0.1608	

Maximum Daily Reservation Rates -----	EXTENSION ZONE - EXTENDED DELIVERIES/ EXTENSION ZONE - EXTENDED RECEIPTS	EXTENDED ZONE - EXTENDED DELIVERIES/ EXTENSION ZONE - EXTENDED RECEIPTS							

		0	1	2	3	4	5	6	
		0		\$0.3412	\$0.4589	\$0.4670	\$0.5131	\$0.5447	\$0.6834
		1	\$0.2458		\$0.3136	\$0.4441	\$0.4374	\$0.4933	\$0.6065
		2	\$0.4589	\$0.3116		\$0.1515	\$0.1939	\$0.2667	\$0.3442
		3	\$0.4670	\$0.2469	\$0.1634		\$0.1811	\$0.3276	\$0.3784
		4	\$0.5929	\$0.5467	\$0.2083	\$0.3166		\$0.1676	\$0.2394
		5	\$0.7069	\$0.4968	\$0.2184	\$0.2644	\$0.1722		\$0.2103
		6	\$0.8179	\$0.5706	\$0.3927	\$0.4326	\$0.3055	\$0.1608	

Daily Reservation Rate
 for Tewksbury-Andover Lateral

Base	\$0.1840
Maximum	\$0.1840

Sheet No. 18 is Reserved for Future Use.

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FT-A

Recourse Rates Applicable to Shippers Utilizing Capacity
 Pursuant to Incremental Capacity Expansions

	Base Tariff Rate	Total Rate
CP00-65 300 Line Expansion		
Reservation Charge:		
Maximum	\$3.3421	\$3.3602 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/
CP05-355 Northeast ConneXion - New York/New Jersey Expansion		
Reservation Charge:		
Maximum	\$9.3929	\$9.4110 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/
CP08-65 Concord Expansion		
Reservation Charge:		
Maximum	\$11.0774	\$11.0955 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/
CP09-444 300 Line Project – Market Component		
Reservation Charge:		
Maximum	\$23.4176	\$23.4357 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/
CP11-30-000 Northeast Supply Diversification Project		
Reservation Charge:		
Maximum	\$5.6692	\$5.6873 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/, 5/
Minimum	\$0.0000	\$0.0000 2/, 3/, 5/
CP11-36-000 Northampton Expansion Project		
Reservation Charge:		
Maximum	\$25.2631	\$25.2812 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181 Reservation, \$0.0007 Commodity.
- 5/ Applicable fuel and lost and unaccounted for charges pursuant to the Dominion Lease.

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FT-A

Recourse Rates Applicable to Shippers Utilizing Capacity
 Pursuant to Incremental Capacity Expansions

	Base Tariff Rate	Total Rate
CP11-161-000 Northeast Upgrade Project		
Reservation Charge:		
Maximum	\$8.0927	\$8.1108 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/
Minimum	\$0.0000	\$0.0000 2/, 3/
CP14-88-000 Niagara Expansion Project		
Reservation Charge:		
Maximum	\$9.1148	\$9.1329 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/, 4/, 5/
Minimum	\$0.0000	\$0.0000 2/, 3/, 5/
CP14-529-000 Connecticut Expansion Project		
Reservation Charge:		
Maximum	\$17.7225	\$17.7406 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0705	\$0.0712 2/, 3/, 4/
Minimum	\$0.0066	\$0.0066 2/, 3/
CP15-77-000 Broad Run Expansion Project – Market Component		
Reservation Charge:		
Maximum	\$27.3720	\$27.3901 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0336	\$0.0343 2/, 3/, 4/
Minimum	\$0.0336	\$0.0336 2/, 3/
CP15-148-000 Susquehanna West Project		
Reservation Charge:		
Maximum	\$15.6643	\$15.6824 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0407	\$0.0414 2/, 3/, 4/
Minimum	\$0.0028	\$0.0028 2/, 3/
CP15-520-000 Triad Expansion Project		
Reservation Charge:		
Maximum	\$6.8892	\$6.9073 1/, 4/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0407	\$0.0414 2/, 3/, 4/
Minimum	\$0.0028	\$0.0028 2/, 3/

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181 Reservation, \$0.0007 Commodity.
- 5/ Applicable fuel and lost and unaccounted for charges pursuant to the National Fuel Lease.

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FT-A

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Recourse Rates Applicable to Shippers Utilizing Capacity
 Pursuant to Incremental Capacity Expansions

Base Tariff Rate	Total Rate
------------------------	---------------

CP16-4-000 Orion Project

Reservation Charge:

Maximum	\$15.1165	\$15.1346 1/, 4/
Minimum	\$0.0000	\$0.0000

Commodity Charge:

Maximum	\$0.0407	\$0.0414 2/, 3/, 4/
Minimum	\$0.0028	\$0.0028 2/, 3/

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181 Reservation, \$0.0007 Commodity.
- 5/ Applicable fuel and lost and unaccounted for charges pursuant to the National Fuel Lease.

RATES PER DEKATHERM

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FOR FT-BH

Base
 Reservation Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$2.4828							
L		\$2.2041						
1	\$3.7376		\$3.5828					
2	\$6.9791		\$4.7393	\$2.4649				
3	\$7.1025		\$3.7542	\$2.4850	\$1.7927			
4	\$9.0178		\$8.3136	\$3.1682	\$4.8148	\$2.3567		
5	\$10.7523		\$7.5555	\$3.3234	\$4.0213	\$2.6181	\$2.4559	
6	\$12.4384		\$8.6780	\$5.9727	\$6.5796	\$4.6477	\$2.4451	\$2.1166

Daily Base
 Reservation Rates 1/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0816							
L		\$0.0725						
1	\$0.1229		\$0.1178					
2	\$0.2294		\$0.1558	\$0.0810				
3	\$0.2335		\$0.1234	\$0.0817	\$0.0589			
4	\$0.2965		\$0.2733	\$0.1042	\$0.1583	\$0.0775		
5	\$0.3535		\$0.2484	\$0.1093	\$0.1322	\$0.0861	\$0.0807	
6	\$0.4089		\$0.2853	\$0.1964	\$0.2163	\$0.1528	\$0.0804	\$0.0696

Maximum
 Reservation Rates 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$2.4919							
L		\$2.2132						
1	\$3.7467		\$3.5919					
2	\$6.9882		\$4.7484	\$2.4740				
3	\$7.1116		\$3.7633	\$2.4941	\$1.8018			
4	\$9.0269		\$8.3227	\$3.1773	\$4.8239	\$2.3658		
5	\$10.7614		\$7.5646	\$3.3325	\$4.0304	\$2.6272	\$2.4650	
6	\$12.4475		\$8.6871	\$5.9818	\$6.5887	\$4.6568	\$2.4542	\$2.1257

Notes:

- 1/ Applicable to demand charge credits and secondary points under discounted rate agreements.
- 2/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0091.

RATES PER DEKATHERM

COMMODITY RATES
 RATE SCHEDULE FOR FT-BH

Base
 Commodity Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0436							
L		\$0.0373						
1	\$0.0651		\$0.0660					
2	\$0.1293		\$0.0855	\$0.0415				
3	\$0.1348		\$0.0764	\$0.0431	\$0.0296			
4	\$0.1700		\$0.1545	\$0.0597	\$0.0882	\$0.0794		
5	\$0.2015		\$0.1465	\$0.0633	\$0.0763	\$0.1003	\$0.0972	
6	\$0.2346		\$0.1687	\$0.1105	\$0.1224	\$0.1645	\$0.0878	\$0.0638

Minimum
 Commodity Rates 1/, 2/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032							
L		\$0.0012						
1	\$0.0042		\$0.0081					
2	\$0.0167		\$0.0087	\$0.0012				
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002			
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028		
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020

Maximum
 Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0444							
L		\$0.0381						
1	\$0.0659		\$0.0668					
2	\$0.1301		\$0.0863	\$0.0423				
3	\$0.1356		\$0.0772	\$0.0439	\$0.0304			
4	\$0.1708		\$0.1553	\$0.0605	\$0.0890	\$0.0802		
5	\$0.2023		\$0.1473	\$0.0641	\$0.0771	\$0.1011	\$0.0980	
6	\$0.2354		\$0.1695	\$0.1113	\$0.1232	\$0.1653	\$0.0886	\$0.0646

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0008.

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES
 RATE SCHEDULE FT-BH

Maximum
 Commodity Rates 1/, 2, 3/, 4/

Commodity Rates 1/, 2, 3/, 4/		DELIVERY ZONE							
	RECEIPT ZONE	0	L	1	2	3	4	5	6
	0	\$0.1263							
	L		\$0.1109						
	1	\$0.1891		\$0.1849					
	2	\$0.3598		\$0.2424	\$0.1236				
	3	\$0.3694		\$0.2009	\$0.1259	\$0.0896			
	4	\$0.4676		\$0.4289	\$0.1650	\$0.2476	\$0.1580		
	5	\$0.5561		\$0.3960	\$0.1737	\$0.2096	\$0.1875	\$0.1790	
	6	\$0.6446		\$0.4551	\$0.3080	\$0.3398	\$0.3184	\$0.1693	\$0.1345

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation Charge.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0003 Daily Reservation, \$0.0008 Commodity.

RATES PER DEKATHERM

FIRM TRANSPORTATION RATES
 RATE SCHEDULE FT-G

Base
 Reservation Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$4.9656		\$10.3766	\$13.9580	\$14.2050	\$15.6084	\$16.5676	\$20.7866
L		\$4.4083						
1	\$7.4753		\$7.1656	\$9.5360	\$13.5088	\$13.3040	\$15.0039	\$18.4494
2	\$13.9581		\$9.4788	\$4.9299	\$4.6086	\$5.8968	\$8.1104	\$10.4695
3	\$14.2050		\$7.5081	\$4.9697	\$3.5853	\$5.5074	\$9.9605	\$11.5097
4	\$18.0356		\$16.6272	\$6.3364	\$9.6295	\$4.7135	\$5.0976	\$7.2824
5	\$21.5048		\$15.1110	\$6.6468	\$8.0427	\$5.2363	\$4.9117	\$6.3942
6	\$24.8770		\$17.3562	\$11.9451	\$13.1593	\$9.2952	\$4.8900	\$4.2331

Daily Base
 Reservation Rates 1/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.1633		\$0.3411	\$0.4589	\$0.4670	\$0.5132	\$0.5447	\$0.6834
L		\$0.1449						
1	\$0.2458		\$0.2356	\$0.3135	\$0.4441	\$0.4374	\$0.4933	\$0.6066
2	\$0.4589		\$0.3116	\$0.1621	\$0.1515	\$0.1939	\$0.2666	\$0.3442
3	\$0.4670		\$0.2468	\$0.1634	\$0.1179	\$0.1811	\$0.3275	\$0.3784
4	\$0.5930		\$0.5466	\$0.2083	\$0.3166	\$0.1550	\$0.1676	\$0.2394
5	\$0.7070		\$0.4968	\$0.2185	\$0.2644	\$0.1722	\$0.1615	\$0.2102
6	\$0.8179		\$0.5706	\$0.3927	\$0.4326	\$0.3056	\$0.1608	\$0.1392

Maximum
 Reservation Rates 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$4.9837		\$10.3947	\$13.9761	\$14.2231	\$15.6265	\$16.5857	\$20.8047
L		\$4.4264						
1	\$7.4934		\$7.1837	\$9.5541	\$13.5269	\$13.3221	\$15.0220	\$18.4675
2	\$13.9762		\$9.4969	\$4.9480	\$4.6267	\$5.9149	\$8.1285	\$10.4876
3	\$14.2231		\$7.5262	\$4.9878	\$3.6034	\$5.5255	\$9.9786	\$11.5278
4	\$18.0537		\$16.6453	\$6.3545	\$9.6476	\$4.7316	\$5.1157	\$7.3005
5	\$21.5229		\$15.1291	\$6.6649	\$8.0608	\$5.2544	\$4.9298	\$6.4123
6	\$24.8951		\$17.3743	\$11.9632	\$13.1774	\$9.3133	\$4.9081	\$4.2512

Notes:

- 1/ Applicable to demand charge credits and secondary points under discounted rate agreements.
- 2/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181.

RATES PER DEKATHERM

COMMODITY RATES
 RATE SCHEDULE FT-G

Base
 Commodity Rate

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.2391	\$0.2282	\$0.2716
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.2033	\$0.2073	\$0.2367
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0658	\$0.1055	\$0.1169
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0879	\$0.1217	\$0.1329
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0407	\$0.0576	\$0.0932
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0573	\$0.0567	\$0.0705
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0881	\$0.0478	\$0.0290

Minimum
 Commodity Rates 1/, 2/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.0250	\$0.0284	\$0.0346
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.0210	\$0.0256	\$0.0300
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0056	\$0.0100	\$0.0143
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0081	\$0.0118	\$0.0163
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028	\$0.0046	\$0.0092
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	\$0.0066
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020

Maximum
 Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0039		\$0.0122	\$0.0184	\$0.0226	\$0.2398	\$0.2289	\$0.2723
L		\$0.0019						
1	\$0.0049		\$0.0088	\$0.0154	\$0.0186	\$0.2040	\$0.2080	\$0.2374
2	\$0.0174		\$0.0094	\$0.0019	\$0.0035	\$0.0665	\$0.1062	\$0.1176
3	\$0.0214		\$0.0176	\$0.0033	\$0.0009	\$0.0886	\$0.1224	\$0.1336
4	\$0.0257		\$0.0212	\$0.0094	\$0.0112	\$0.0414	\$0.0583	\$0.0939
5	\$0.0291		\$0.0263	\$0.0107	\$0.0125	\$0.0580	\$0.0574	\$0.0712
6	\$0.0353		\$0.0307	\$0.0150	\$0.0170	\$0.0888	\$0.0485	\$0.0297

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0007.

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES
 RATE SCHEDULE FT-G

=====									
Maximum Commodity Rates 1/, 2/, 3/, 4/ -----	DELIVERY ZONE								
	RECEIPT ZONE	0	L	1	2	3	4	5	6
	0	\$0.1674		\$0.3525	\$0.4755	\$0.4873	\$0.7535	\$0.7741	\$0.9563
	L		\$0.1473						
	1	\$0.2507		\$0.2439	\$0.3276	\$0.4610	\$0.6420	\$0.7019	\$0.8445
	2	\$0.4747		\$0.3205	\$0.1644	\$0.1552	\$0.2610	\$0.3735	\$0.4625
	3	\$0.4863		\$0.2629	\$0.1670	\$0.1193	\$0.2703	\$0.4506	\$0.5125
	4	\$0.6159		\$0.5658	\$0.2171	\$0.3270	\$0.1969	\$0.2265	\$0.3340
	5	\$0.7329		\$0.5204	\$0.2284	\$0.2760	\$0.2308	\$0.2195	\$0.2821
	6	\$0.8492		\$0.5980	\$0.4065	\$0.4481	\$0.3950	\$0.2097	\$0.1695

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0006 Daily Reservation, \$0.0007 Commodity.

RATES PER DEKATHERM

		FIRM TRANSPORTATION - GS RATES (FT-GS)							
		=====							
Base Rates		DELIVERY ZONE							
-----	RECEIPT	-----							
	ZONE	0	L	1	2	3	4	5	6
	0	\$0.2749		\$0.5786	\$0.7802	\$0.7973	\$1.0944	\$1.1360	\$1.4106
	L		\$0.2426						
	1	\$0.4132		\$0.3997	\$0.5353	\$0.7558	\$0.9323	\$1.0295	\$1.2476
	2	\$0.7794		\$0.5269	\$0.2712	\$0.2550	\$0.3889	\$0.5500	\$0.6906
	3	\$0.7963		\$0.4261	\$0.2746	\$0.1966	\$0.3898	\$0.6675	\$0.7635
	4	\$1.0100		\$0.9289	\$0.3548	\$0.5367	\$0.2989	\$0.3368	\$0.4924
	5	\$1.2030		\$0.8503	\$0.3730	\$0.4510	\$0.3442	\$0.3260	\$0.4208
	6	\$1.3933		\$0.9770	\$0.6669	\$0.7352	\$0.5975	\$0.3156	\$0.2610
Minimum Rates 1/, 2/		DELIVERY ZONE							
-----	RECEIPT	-----							
	ZONE	0	L	1	2	3	4	5	6
	0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.0250	\$0.0284	\$0.0346
	L								
	1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.0210	\$0.0256	\$0.0300
	2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0056	\$0.0100	\$0.0143
	3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0081	\$0.0118	\$0.0163
	4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028	\$0.0046	\$0.0092
	5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	\$0.0066
	6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020
Maximum Rates 1/, 2/, 3/, 4/		DELIVERY ZONE							
-----	RECEIPT	-----							
	ZONE	0	L	1	2	3	4	5	6
	0	\$0.2766		\$0.5803	\$0.7819	\$0.7990	\$1.0961	\$1.1377	\$1.4123
	L		\$0.2443						
	1	\$0.4149		\$0.4014	\$0.5370	\$0.7575	\$0.9340	\$1.0312	\$1.2493
	2	\$0.7811		\$0.5286	\$0.2729	\$0.2567	\$0.3906	\$0.5517	\$0.6923
	3	\$0.7980		\$0.4278	\$0.2763	\$0.1983	\$0.3915	\$0.6692	\$0.7652
	4	\$1.0117		\$0.9306	\$0.3565	\$0.5384	\$0.3006	\$0.3385	\$0.4941
	5	\$1.2047		\$0.8520	\$0.3747	\$0.4527	\$0.3459	\$0.3277	\$0.4225
	6	\$1.3950		\$0.9787	\$0.6686	\$0.7369	\$0.5992	\$0.3173	\$0.2627

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation at 60% L.F.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0010 Daily Reservation at 60% L.F., \$0.0007 Commodity.

RATES PER DEKATHERM

AUTHORIZED OVERRUN RATES
 RATE SCHEDULE FT-GS

Maximum Commodity Rates 1/, 2/, 3/, 4/ -----	DELIVERY ZONE								
	RECEIPT ZONE	0	L	1	2	3	4	5	6
	0	\$0.2766		\$0.5803	\$0.7819	\$0.7990	\$1.0961	\$1.1377	\$1.4123
	L		\$0.2443						
	1	\$0.4149		\$0.4014	\$0.5370	\$0.7575	\$0.9340	\$1.0312	\$1.2493
	2	\$0.7811		\$0.5286	\$0.2729	\$0.2567	\$0.3906	\$0.5517	\$0.6923
	3	\$0.7980		\$0.4278	\$0.2763	\$0.1983	\$0.3915	\$0.6692	\$0.7652
	4	\$1.0117		\$0.9306	\$0.3565	\$0.5384	\$0.3006	\$0.3385	\$0.4941
	5	\$1.2047		\$0.8520	\$0.3747	\$0.4527	\$0.3459	\$0.3277	\$0.4225
	6	\$1.3950		\$0.9787	\$0.6686	\$0.7369	\$0.5992	\$0.3173	\$0.2627

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation at 60% L.F.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0010 Daily Reservation at 60% L.F, \$0.0007 Commodity.

RATE SCHEDULE FT-IL
 FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE

	Base Tariff Rate	Total Rate
Tewksbury-Andover Lateral		
Reservation Charge:		
Maximum	\$5.5957	\$5.6138 1/, 3/
Minimum	\$0.0000	\$0.0000
Commodity Charge:		
Maximum	\$0.0000	\$0.0007 2/, 3/
Minimum	\$0.0000	\$0.0000 2/
Authorized Overrun Charge:		
Maximum	\$0.1840	\$0.1853 1/, 2/, 3/
Minimum	\$0.0000	\$0.0000 2/

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Reservation.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0181 Reservation, \$0.0007 Commodity.

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Additional Charges Applicable to Shippers Utilizing the KM Leased Capacity 1/

Firm Transportation Under Rate Schedule FT-A

Reservation Charge:	
Maximum	\$6.0833
Minimum	\$0.0000
Commodity Charge:	
Maximum	\$0.0000 2/
Minimum	\$0.0000 2/
Authorized Overrun Charge:	
Maximum	\$0.1999 2/
Minimum	\$0.0000 2/

Notes:

- 1/ The "KM Leased Capacity" shall mean the 100,000 dekatherms per day of firm capacity leased by Transporter from Kinder Morgan Tejas Pipeline LLC and Kinder Morgan Border Pipeline LLC (together, "KM") from a primary receipt point located at ETC TX/TGP UDP Ganado Plant Jackson, Meter No. 49821 to a primary delivery point located at the United States-Mexico border at Arguelles, Texas, Meter No. 40206, as approved by the Commission on May 17, 2018 in Docket No. CP18-48-000. In addition to all applicable charges for Zone 0-0 transportation service as set forth in Transporter's Tariff, any Shipper using the KM Leased Capacity shall also pay the charges set forth in this Sheet. Furthermore, service to Shippers using the KM Leased Capacity shall be subject to any restrictions pursuant the KM lease.
- 2/ Applicable fuel and lost and unaccounted for charges pursuant to the KM lease equal to an amount in United States dollars (U.S. \$) equal in value to the product of (i) 1% times (ii) the final volume scheduled by Shipper at the primary point of receipt under the KM lease times (iii) the price published by S&P Global or its successor in interest, in the first of the month issue of Platts Inside FERC's Gas Market Report® for the Month during which gas is received by Shipper under the table titled "Monthly Bidweek Spot Gas Prices (\$/MMBtu)," under the column "Index," under the table "East Texas," on the row labeled "Houston Ship Channel".

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FUEL AND EPCR

F&LR 1/, 2/, 3/, 4/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	0.38%		1.55%	2.47%	3.08%	3.59%	4.24%	4.84%
L		0.10%						
1	0.52%		1.08%	2.00%	2.44%	3.02%	3.68%	4.21%
2	2.47%		1.16%	0.09%	0.33%	0.77%	1.43%	1.96%
3	3.08%		2.44%	0.33%	0.00%	1.14%	1.70%	2.32%
4	3.59%		2.79%	1.16%	1.41%	0.35%	0.63%	1.22%
5	4.24%		3.68%	1.45%	1.73%	0.62%	0.62%	0.84%
6	5.09%		4.40%	2.00%	2.32%	1.13%	0.46%	0.14%

Broad Run Expansion Project – Market Component (Z3-Z1): 5/ 6.59%

EPCR 3/, 4/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0020		\$0.0077	\$0.0120	\$0.0149	\$0.0180	\$0.0204	\$0.0245
L		\$0.0007						
1	\$0.0027		\$0.0054	\$0.0099	\$0.0121	\$0.0151	\$0.0184	\$0.0212
2	\$0.0120		\$0.0058	\$0.0006	\$0.0018	\$0.0039	\$0.0071	\$0.0098
3	\$0.0149		\$0.0121	\$0.0018	\$0.0000	\$0.0057	\$0.0084	\$0.0113
4	\$0.0180		\$0.0139	\$0.0058	\$0.0070	\$0.0019	\$0.0032	\$0.0061
5	\$0.0204		\$0.0184	\$0.0071	\$0.0084	\$0.0032	\$0.0032	\$0.0042
6	\$0.0245		\$0.0212	\$0.0098	\$0.0113	\$0.0057	\$0.0024	\$0.0009

Broad Run Expansion Project – Market Component (Z3-Z1): 5/ \$0.0429

- 1/ Included in the above F&LR is the Losses component of the F&LR equal to -0.09%.
- 2/ For service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall render only the quantity of gas associated with Losses of 0.00%.
- 3/ The F&LR's and EPCR's listed above are applicable to FT-A, FT-BH, FT-G, FT-GS, and IT.
- 4/ The F&LR's and EPCR's determined pursuant to Article XXXVII of the General Terms and Conditions.
- 5/ The incremental F&LR and EPCR set forth above are applicable to a Shipper(s) utilizing capacity on the Broad Run Expansion Project – Market Component facilities, from any receipt point(s) to any delivery point(s) located on the project's transportation path. Any service provided to a Shipper(s) outside the project's transportation path shall be subject to the greater of the incremental F&LR and EPCR for the project or the applicable F&LR and EPCR for the applicable receipt(s) and delivery point(s) as shown in the rate matrices above. Included in the above F&LR is the Losses component of the F&LR equal to -0.09%.

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Sheet Nos. 35 - 43 are Reserved for Future Use.

RATES PER DEKATHERM

INTERRUPTIBLE TRANSPORTATION RATES (IT)

Base Rates 1/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.1661		\$0.3512	\$0.4742	\$0.4860	\$0.7522	\$0.7728	\$0.9550
L		\$0.1460						
1	\$0.2494		\$0.2426	\$0.3263	\$0.4597	\$0.6407	\$0.7006	\$0.8432
2	\$0.4734		\$0.3192	\$0.1631	\$0.1539	\$0.2597	\$0.3722	\$0.4612
3	\$0.4850		\$0.2616	\$0.1657	\$0.1180	\$0.2690	\$0.4493	\$0.5112
4	\$0.6146		\$0.5645	\$0.2158	\$0.3257	\$0.1956	\$0.2252	\$0.3327
5	\$0.7316		\$0.5191	\$0.2271	\$0.2747	\$0.2295	\$0.2182	\$0.2808
6	\$0.8479		\$0.5967	\$0.4052	\$0.4468	\$0.3937	\$0.2084	\$0.1682

Minimum Rates 3/, 4/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.0250	\$0.0284	\$0.0346
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.0210	\$0.0256	\$0.0300
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0056	\$0.0100	\$0.0143
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0081	\$0.0118	\$0.0163
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028	\$0.0046	\$0.0092
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	\$0.0066
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020

Maximum Rates 1/, 2/, 3/, 4/, 5/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.1674		\$0.3525	\$0.4755	\$0.4873	\$0.7535	\$0.7741	\$0.9563
L		\$0.1473						
1	\$0.2507		\$0.2439	\$0.3276	\$0.4610	\$0.6420	\$0.7019	\$0.8445
2	\$0.4747		\$0.3205	\$0.1644	\$0.1552	\$0.2610	\$0.3735	\$0.4625
3	\$0.4863		\$0.2629	\$0.1670	\$0.1193	\$0.2703	\$0.4506	\$0.5125
4	\$0.6159		\$0.5658	\$0.2171	\$0.3270	\$0.1969	\$0.2265	\$0.3340
5	\$0.7329		\$0.5204	\$0.2284	\$0.2760	\$0.2308	\$0.2195	\$0.2821
6	\$0.8492		\$0.5980	\$0.4065	\$0.4481	\$0.3950	\$0.2097	\$0.1695

Notes:

- 1/ The IT rate for each zone will be the respective 100% load factor equivalent of the maximum FT-A demand and commodity rates.
- 2/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation.
- 3/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 4/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 5/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0006 Daily Reservation, \$0.0007 Commodity.

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INTERRUPTIBLE TRANSPORTATION RATES (IT)
 INCREMENTAL LATERAL CHARGES

=====

	Base Tariff Rate	Total Rate

Tewksbury-Andover Lateral Commodity Charge:		
Maximum	\$0.1840	\$0.1853 1/, 2/, 3/
Minimum	\$0.0000	\$0.0000 2/

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000 Daily Reservation.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0006 Daily Reservation, \$0.0007 Commodity.

RATE SCHEDULE PAL

=====

Rate Schedule -----	Maximum Commodity Rate Per Dekatherm, Per Day -----	Minimum Commodity Rate Per Dekatherm, Per Day -----
PAL (Daily Rate)	\$0.3556	\$0.0000

Rate Schedule -----	Maximum Reservation Rate Per Dekatherm -----	Minimum Reservation Rate Per Dekatherm -----
PAL (Term Rate)	\$0.3556	\$0.0000

Rate Schedule -----	Maximum Commodity Rate Per Dekatherm -----	Minimum Commodity Rate Per Dekatherm -----
PAL Authorized Overrun (Daily and Term Rates)	\$0.3556	\$0.0000

RATE SCHEDULE PTR 1/
 =====

RATES PER DEKATHERM

Rate Schedule and Rate	Base Tariff Rate	Max Rate 2/, 3/, 4/
-----	-----	-----
Commodity Rate	\$0.1460	\$0.1473

Notes:

- 1/ The PTR rate is the 100% load factor equivalent of the maximum FT-A demand and commodity rate for zone L to L.
- 2/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 3/ The applicable F&LR's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 4/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0006 Daily Reservation, \$0.0007 Commodity.

RATES PER DEKATHERM

FIRM STORAGE SERVICE RATE SCHEDULE FS				
Rate Schedule and Rate	=====			
	Base Tariff Rate	Max Tariff Rate	F&LR 2/, 3/	EPCR 2/

FIRM STORAGE SERVICE (FS) - PRODUCTION AREA				
=====				
Deliverability Rate	\$ 1.8222	\$ 1.8222 1/		
Space Rate	\$ 0.0185	\$ 0.0185 1/		
Injection Rate	\$ 0.0073	\$ 0.0073	1.36%	\$ 0.0000
Withdrawal Rate	\$ 0.0073	\$ 0.0073		
O verrun Rate	\$ 0.2187	\$ 0.2187 1/		
FIRM STORAGE SERVICE (FS) - MARKET AREA				
=====				
Deliverability Rate	\$ 1.3386	\$ 1.3386 1/		
Space Rate	\$ 0.0183	\$ 0.0183 1/		
Injection Rate	\$ 0.0087	\$ 0.0087	1.36%	\$ 0.0000
Withdrawal Rate	\$ 0.0087	\$ 0.0087		
O verrun Rate	\$ 0.1607	\$ 0.1607 1/		

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.000.
- 2/ The F&LR's and EPCR's determined pursuant to Article XXXVII of the General Terms and Conditions.
- 3/ The applicable F&LR pursuant to Article XXXVII of the General Terms and Conditions, associated with Losses is equal to 0.03%.

RATES PER DEKATHERM

INTERRUPTIBLE STORAGE SERVICE
 RATE SCHEDULE IS

=====				
Rate Schedule and Rate	Base Tariff Rate	Max Tariff Rate	F&LR 2/, 3/	EPCR 2/

INTERRUPTIBLE STORAGE SERVICE (IS) - PRODUCTION AREA				
=====				
Space Rate	\$ 0.0913	\$ 0.0913 1/		
Injection Rate	\$ 0.0073	\$ 0.0073	1.36%	\$ 0.0000
Withdrawal Rate	\$ 0.0073	\$ 0.0073		
INTERRUPTIBLE STORAGE SERVICE (IS) - MARKET AREA				
=====				
Space Rate	\$ 0.0736	\$ 0.0736 1/		
Injection Rate	\$ 0.0087	\$ 0.0087	1.36%	\$ 0.0000
Withdrawal Rate	\$ 0.0087	\$ 0.0087		

Notes:

- 1/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$ 0.0000.
- 2/ The F&LR's and EPCR's determined pursuant to Article XXXVII of the General Terms and Conditions.
- 3/ The applicable F&LR pursuant to Article XXXVII of the General Terms and Conditions associated with Losses is equal to 0.03%.

FIRM FLEXIBLE STORAGE SERVICE
 RATE SCHEDULE FS-F

Description	Rate 1/	Units
Reservation Rate - Injection	Market Based/Negotiable	\$/Dth/Month
Reservation Rate - Withdrawal	Market Based/Negotiable	\$/Dth/Month
Reservation Rate - Space	Market Based/Negotiable	\$/Dth/Month
Commodity Rate - Injection	Market Based/Negotiable	\$/Dth
Commodity Rate - Withdrawal	Market Based/Negotiable	\$/Dth
Overrun Rate - Injection	Market Based/Negotiable	\$/Dth
Overrun Rate - Withdrawal	Market Based/Negotiable	\$/Dth
Title Transfer Charges	Market Based/Negotiable	\$/Dth
Incidental Charges	Market Based/Negotiable	\$/Dth or \$/Month
Fuel Reimbursement	Market Based/Negotiable	\$/Dth or in-kind %

Notes:

- 1/ In addition to the charges specified above, Shipper shall pay all applicable taxes and other incidental charges set forth in Section 5.1 of Rate Schedule FS-F, Shipper's Service Agreement and all other applicable surcharges set forth in Transporter's FERC Gas Tariff.

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Sheet No. 74 is Reserved for Future Use.

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RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Shipper:

- (a) which has executed a Transportation Contract wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Contract after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided (i) to sales customers which have converted their firm sales entitlement to firm transportation service, (ii) to firm transportation customers who have converted their firm service under other rate schedules to service under this Rate Schedule, (iii) to the extent Transporter determines firm capacity is available, and (iv) if Shipper has satisfied the requirements of Articles IV and XXVI of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Contract. Shipper shall have the right to enter into one or more transportation contracts for the service provided under this Rate Schedule.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 All Shippers requesting firm transportation service must execute a Transportation Service Agreement in accord with the provisions of Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES

- 4.1 Primary Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including storage service points and Pooling Area Points, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received. Shipper's specific TQ shall be a uniform quantity throughout the term of the Transportation Service Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's TQ over specified periods. Shipper's TQ and any varying levels in TQ, as well as the period of such varying TQ levels, shall be specified in the Transportation Service Agreement. The TQ shall be a uniform quantity throughout any month. With regard to Transportation Contracts entered into after June 25, 1991, Shipper shall be required to notify Transporter if both (i) a Shipper does not deliver gas at a Primary Receipt Point that is capacity constrained at an average daily quantity greater than 30% of Shipper's maximum daily quantity at that receipt point under Shipper's Transportation Contract under this Rate Schedule over any twelve calendar month period and (ii) the Shipper does not have a gas supply contract at that point which has demand, take-or-pay, deficiency or other fixed charge obligations.

Upon receipt of such notice, (i) Shipper's Transportation Contract will then be amended to reduce the maximum daily delivery quantity at that Primary Receipt Point to an amount equal to 10/3 of the average daily deliveries at such point for such twelve calendar month period and (ii) Transporter shall post on its Interactive Website the availability of that point for Primary Receipt Point designations. Shipper will be able to designate a replacement Primary Receipt Point on the same Supply Leg.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES (continued)

- 4.2 Secondary Receipt Points: All receipt points on Transporter's system within Shipper's Transportation Path shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Path.
- 4.3 Primary Delivery Points: Subject to availability of capacity any delivery point on Transporter's system, including Pooling Area Points, that is covered by a Balancing Agreement ("eligible delivery point") shall be eligible for designation in Shipper's transportation agreement as a Primary Delivery Point for gas transported by Transporter under this Rate Schedule.
- 4.4 Secondary Delivery Points: A Shipper under this rate schedule may use as a Secondary Delivery Point any eligible delivery point on Transporter's system which is within the Transportation Path.
- 4.5 Contract Quantities at Delivery Points: Except as allowed by Section 4.6, the sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points may not exceed the maximum daily quantity under the Shipper's Transportation Agreement.
- 4.6 Grandfathered Delivery Point Capacity: A Shipper which was receiving firm sales or transportation service on the day prior to the effective date of Fifth Revised Vol. No. 1 of this tariff may transfer to a new agreement the delivery point capacity and delivery point pressures stated in its former firm sales or transportation service agreement; the Shipper shall be allowed to divide that stated capacity among one or more new agreements so that the total aggregate delivery point capacity is preserved.
- 4.7 Change of Primary Points: Subject to agreement by Transporter and in accordance with Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, a Shipper may elect to substitute new points for the Primary Delivery or Primary Receipt Points in its Transportation Service Agreement. Such changes may be affected by prior notice to Transporter of 30 days if in writing or 15 days if via Transporter's Interactive Website. All such changes must be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the following month unless otherwise agreed by Transporter. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the Transportation Service Agreement.
- 4.8 Extended Receipts: Shipper may use points not in its Transportation Path as defined in Section 26 of Article I of the General Terms and Conditions subject to the priority specified in Section 3 of Article IV of the General Terms and Conditions. In order to use such points, Shipper must request Extended Receipt Service by designating the Extended Receipt Service zone from which Shipper desires to extend service ("Extension Zone") and nominating in Transporter's Interactive Website the following information: (i) the point at which Shipper desires to receive gas ("Extended Receipt Point") and (ii) the requested quantity to be received at the point. Termination of the underlying agreement shall terminate any Extended Receipt Service. This service will be subject to an additional usage charge from the Extension Zone to the Extended Zone containing the Extended Receipt Point as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.
- 4.9 Extended Deliveries: Shipper may use points not in its Transportation Path as defined in Section 26 of Article I of the General Terms and Conditions subject to the priority specified in Section 3 of Article IV of the General Terms and Conditions. In order to use such points, Shipper must request Extended Delivery Service by designating the Extended Delivery Service zone from which Shipper desires to extend service ("Extension Zone") and nominating in Transporter's Interactive Website the following information: (i) the point at which Shipper desires to deliver gas ("Extended Delivery Point") and (ii) the requested quantity to be delivered at the point. Termination of the underlying agreement shall terminate any Extended Delivery Service. This service shall be subject to an additional usage charge from the Extension Zone to the Extended Zone containing the Extended Delivery Point as specified in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES (continued)

- 4.10 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.11 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day. Subject to Transporter's operating conditions, during any given day Transporter will allow Shipper to deliver or receive gas at an hourly rate that may exceed 1/24th of Shipper's scheduled quantities.

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-A Rate Schedule are the applicable maximum FT-A rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-A.

In the event the Shipper has designated multiple Primary Receipt and/or Delivery points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Service Agreement; provided, however, that the addition of points to a Transportation Service Agreement shall not reduce the reservation charge otherwise applicable to the Transportation Service Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery point combination available under the Transportation Service Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each receipt and delivery point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Service Agreement. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall not exceed the total maximum daily transportation quantity under the Transportation Service Agreement. In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the firm Transportation Service Agreement, said rate will be set forth in the Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, that if new facilities are necessary solely to enable Transporter to maintain existing service levels for Shipper, then no Facilities Charge will be assessed. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through Transporter's Interactive Website, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

- 5.5 Fuel and Losses. Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service. However, for service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall furnish only that quantity of gas associated with Losses as shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.

In addition, Shipper shall pay Transporter the applicable EPCR Component of the Fuel Adjustment Mechanism, shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service multiplied by the volume of gas scheduled for delivery by Transporter.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits, for service under this Rate Schedule that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits, identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE (continued)

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate (or Weighted Reservation Rate) shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in the Transportation Service Agreement; and
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any New Facilities Charge, any Incidental Charges, any Authorized Overrun Charges, any Fuel and Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cash out charges resulting from imbalances incurred.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery or schedule the quantity of natural gas nominated by Shipper for delivery from a primary Receipt Point to a primary Delivery Point during any one or more days up to the maximum quantity of gas which Transporter is obligated to deliver to Shipper, Transporter shall provide reservation charge credits, if any, as provided in Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE FT-BH
FIRM TRANSPORTATION BACKHAUL SERVICE

1. AVAILABILITY

Service under this Rate Schedule shall be available until July 31, 1999 or such later date approved by the Commission. This Rate Schedule is available for the transportation of natural gas on a firm backhaul basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Shipper:

- (a) which has executed a Transportation Service Agreement wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Service Agreement for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Service Agreement after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided (i) to the extent Transporter determines sufficient firm capacity is available, (ii) to the extent Transporter determines sufficient forward haul volumes are available, and (iii) if Shipper has satisfied the requirements of Articles IV and XXVI of the General Terms and Conditions; provided, however, Transporter shall not initiate service under this Rate Schedule when Transporter's historical experience indicates that sufficient forward haul service may not be available; provided further, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Service Agreement. Shipper shall have the right to enter into one or more Transportation Service Agreements for the service provided under this Rate Schedule.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXVI of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.
- 3.2 All Shippers requesting firm transportation service must execute a Transportation Service Agreement in accord with the provisions of Article XXVI of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES

- 4.1 Primary Receipt Points: Subject to the availability of capacity, any Eligible Receipt Point on Transporter's system, including storage service points and Pooling Area Points, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule. For the purposes of this Rate Schedule, the term "Eligible Receipt Point" shall mean a point that, as determined by Transporter, is both downstream of all Eligible Delivery Points designated in Shipper's Transportation Service Agreement, and (i) at which Transporter physically can receive gas into its system from other pipelines or production meters, at which there is electronic metering, and at which the operator of the receipt point has a Balancing Agreement with Transporter, or (ii) at any interconnection with a joint venture project, or (iii) at a storage service meter. Transporter shall not be required under any circumstances to receive gas at any Primary Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received. Shipper's specific TQ shall be a uniform quantity throughout the term of the Transportation Service Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's TQ over specified periods. Shipper's TQ and any varying levels in TQ, as well as the period of such varying TQ levels, shall be specified in the Transportation Service Agreement. The TQ shall be a uniform quantity throughout any month. Shipper shall be required to notify Transporter if both (i) Shipper does not deliver gas at a Primary Receipt Point that is capacity constrained at an average daily quantity greater than 30% of Shipper's maximum daily quantity at that receipt point under Shipper's Transportation Service Agreement under this Rate Schedule over any twelve calendar month period and (ii) Shipper does not have a gas supply contract at that point which has demand, take-or-pay, deficiency or other fixed charge obligations.

RATE SCHEDULE FT-BH
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES (continued)
4.1
(continued)

Upon receipt of such notice, (i) Shipper's Transportation Service Agreement will then be amended to reduce the maximum daily delivery quantity at that Primary Receipt Point to an amount equal to 10/3 of the average daily deliveries at such point for such twelve calendar month period and (ii) Transporter shall post on Transporter's Interactive Website the availability of that point for Primary Receipt Point designations. Shipper will be able to designate a replacement Primary Receipt Point on the same Supply Leg.

- 4.2 Secondary Receipt Points: All Eligible Receipt Points on Transporter's system between the furthest downstream Primary Delivery Point and the furthest downstream Primary Receipt Point shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Service Agreement.
- 4.3 Primary Delivery Points: Subject to the availability of capacity, any Eligible Delivery Point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Delivery Point for gas transported under this Rate Schedule. For the purposes of this Rate Schedule, the term "Eligible Delivery Point" shall mean a point (i) that is upstream of all Eligible Receipt Point(s) designated in Shipper's Transportation Service Agreement, and (ii) that has electronic metering, and (iii) which is covered by a Balancing Agreement with Transporter.
- 4.4 Secondary Delivery Points: All Eligible Delivery Points on Transporter's system between the furthest upstream Primary Delivery Point and the furthest upstream Primary Receipt Point shall be available as Secondary Delivery Points up to the maximum daily quantity that is applicable to the Primary Delivery Points in Shipper's Transportation Service Agreement.
- 4.5 Contract Quantities at Primary Delivery Points: The sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points shall be equal to the maximum daily quantity under the Shipper's Transportation Service Agreement.
- 4.6 Change of Primary Points: Subject to agreement by Transporter and in accordance with Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, a Shipper may elect to substitute new points for the Primary Delivery or Primary Receipt Points in its Transportation Service Agreement. Such changes may be affected by prior notice to Transporter of 30 days if in writing or 15 days if via Transporter's Interactive Website. All such changes must be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the following month unless otherwise agreed by Transporter. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the Transportation Service Agreement.
- 4.7 Segmenting Capacity: Shipper may not segment its capacity under this Rate Schedule.

RATE SCHEDULE FT-BH
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES (continued)

- 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-BH Rate Schedule are the applicable maximum FT-BH rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any Transportation Service Agreement to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-BH.

In the event the Shipper has designated multiple Primary Receipt and/or Primary Delivery points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Service Agreement; provided, however, that the addition of points to a Transportation Service Agreement shall not reduce the reservation charge otherwise applicable to the Transportation Service Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery point combination available under the Transportation Service Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each receipt and delivery point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Service Agreement. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall be equal to the total maximum daily transportation quantity under the Transportation Service Agreement. In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the firm Transportation Service Agreement, said rate will be set forth in the Transportation Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-BH
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through Transporter's Interactive Website, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise.

- 5.5 Losses. Shipper shall furnish the quantity of gas required for losses associated with rendering transportation service pursuant to this Rate Schedule as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's effective FERC Gas Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate (or Weighted Reservation Rate) shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in the Transportation Service Agreement; and
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any Facilities Charge, any Incidental Charges, any Authorized Overrun Charges, any Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cash out charges resulting from imbalances incurred.

RATE SCHEDULE FT-BH
FIRM TRANSPORTATION BACKHAUL SERVICE (continued)

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery or schedule the quantity of natural gas nominated by Shipper for delivery from a primary Receipt Point to a primary Delivery Point during any one or more days up to the maximum quantity of gas which Transporter is obligated to deliver to Shipper, Transporter shall provide reservation charge credits, if any, as provided in Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

8. EXTENSION OF TRANSPORTATION SERVICE AGREEMENT

Subject to the availability of this Rate Schedule, Transporter shall provide notice to Shipper under a long term firm service agreement thirteen (13) months prior to the expiration of the Transportation Service Agreement's primary term. Subject to the availability of capacity and at Shipper's election, the Transporter shall require Shipper to exercise its right-of-first refusal by making the capacity under such agreement available in accord with the procedures outlined in Article V, Section 4 of the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's effective FERC Gas Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE FT-G
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Party (Shipper).

- (a) which is a pipeline, a local distribution company, or a municipality with a pipeline or distribution system which connects with or which can be made to connect with, either directly or through third parties, Transporter's main trunk transmission line; and
- (b) which (i) was served under Transporter's previously effective Rate Schedules G or GS, or (ii) received 10,000 dth or less on any day under all services on Transporter's system and was directly served as a sales customer by a customer of Transporter on July 1, 1993; and
- (c) which has elected such service and has executed a service agreement for service under Rate Schedule FT-G; and
- (d) where the maximum daily quantity for firm service to Shipper cannot exceed 10,000 dth/d at a stated point of delivery, unless such larger quantity was effective under a Rate Schedule G or GS Sales Service Agreement with Transporter effective on the date prior to implementation of this Schedule. In such case, the Maximum Daily Quantity shall be limited to the Maximum Daily Quantity stated in the previously effective Rate Schedule G or GS.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in the General Terms and Conditions.
- 2.2 A Customer executing a service agreement under this Rate Schedule shall elect a MDQ for each month of the year and specify the delivery point meters to which service under this Rate Schedule applies. The MDQ for any month shall not exceed the Maximum Daily Obligation contained in the Customer's former service agreement under Transporter's Rate Schedule G or GS (or in the case of a customer being directly served by a pipeline customer of Transporter, the customer's service agreement with its direct supplier) and the aggregate of the MDQs for the full year may not be less than 50% of the product of twelve times the highest monthly MDQ.
- 2.3 A Customer executing a service agreement under this Rate Schedule has the right to make an election to convert its entire service to firm transportation service under Rate Schedule FT-A, by providing written notice of such election on or before June 1 of any year; provided that such a conversion will be prohibited if it would result in a revenue short fall for Transporter. Any such conversion shall be effective as of the following November 1. A customer executing a service agreement under this Rate Schedule has the right to make an election to convert its entire service to firm transportation service under Rate Schedule FT-GS, provided it meets the eligibility requirements to firm transportation under that rate schedule, by providing written notice of such election 60 days prior to the effective date of a NGA Section 4 rate change under this Rate Schedule.
- 2.4 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

3. QUALIFICATION FOR SERVICE

- 3.1 All Customers electing to convert existing sales service to transportation service under this Rate Schedule must provide the information to Transporter specified in Article XXVI of the Transporter's FERC Gas Tariff.
- 3.2 Transporter shall evaluate any complete, valid request for service based upon the criteria set forth in Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, and as provided for under this Rate Schedule.

RATE SCHEDULE FT-G
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

4. DELIVERIES AND RECEIPTS

- 4.1 Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Receipt Point on Shipper's Transportation Service Agreement. Any receipt point in Shipper's Transportation Path may be used as a Secondary Receipt Point.
- 4.2 Delivery Points: Shipper's Delivery Points shall be the interconnection(s) of Transporter's system and Shipper's system specified on Shipper's transportation service agreement contract. Shippers may use any delivery point covered by a balancing agreement as a Secondary Delivery Point if such point is located in Shipper's Transportation Path.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressures existing at the Delivery Point(s).

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service hereunder in each zone are set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff and are incorporated herein; provided, however, that upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule to any level not less than the minimum rates nor more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. Unless Transporter and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate(s) as set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter, and (b) shall be applicable for the period agreed upon by Shipper and Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-G. In the event Transporter and Shipper agree to a fixed rate for service provided hereunder and which is charged for the duration of the Service Agreement, said rate will be set forth in the applicable Service Agreement. Transporter shall file with the Commission the required reports of any adjustment above or below the maximum rates for service under this Rate Schedule.
- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, that if new facilities are necessary solely to enable Transporter to maintain existing service levels for a G or GS customer, then no Facilities Charge will be assessed to such customer. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper ("Incidental Charges"). Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.

RATE SCHEDULE FT-G
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's Maximum Daily Quantity under Shipper's Transportation Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.

For all such Authorized Overruns Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service; provided, however, upon Transporter's determination, for service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall furnish only that quantity of gas associated with Losses as shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.

In addition, Shipper shall pay Transporter the applicable EPCR Component of the Fuel Adjustment Mechanism, shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service multiplied by the volume of gas scheduled for delivery by Transporter.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

RATE SCHEDULE FT-G
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A Reservation Charge equal to the product of the applicable Reservation Rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the applicable monthly MDQ specified in the Transportation Contract;
- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled for delivery in the month;
- (c) Fuel and Losses: The applicable adjustment to transportation quantities or the cashout amount pursuant to Section 5.5; and
- (d) Other Charges: If applicable, any New Facilities Charge, any Incidental Charges, any Authorized Overrun Charges, any Fuel and Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cash out charges resulting from imbalances incurred.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery or schedule the quantity of natural gas nominated by Shipper for delivery from a primary Receipt Point to a primary Delivery Point during any one or more days up to the maximum quantity of gas which Transporter is obligated to deliver to Shipper, Transporter shall provide reservation charge credits, if any, as provided in Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

8. Monthly Scheduling and Balancing

Shippers which have elected to receive storage from Transporter may use that service in conjunction with service under this Rate Schedule to effect load balancing. These shippers shall provide Transporter, five days prior to the beginning of the month, a projection of the average daily load to be transported under this Rate Schedule on each day in the following month. To the extent that Shipper's actual load is above or below the projected amount for a given day, Transporter shall withdraw or inject, as applicable, the corresponding amount of gas from Shipper's storage account. Such adjustment to Shipper's storage account shall be done automatically, unless otherwise specified in instructions provided by Shipper or Shipper's agent. Shippers will not be subject to the Daily Variance provisions of Rate Schedule LMS-MA if they have elected to utilize the contract storage service as provided in this Section 8.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. The General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE FT-GS
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Party (Shipper)

- (a) which is a pipeline, a local distribution company, or a municipality with a pipeline or distribution system which connects with or which can be made to connect with, either directly or through third parties, Transporter's main trunk transmission line; and
- (b) which (i) was served under Transporter's previously effective Rate Schedules G or GS, or (ii) received 10,000 dth or less on any day under all services on Transporter's system and was directly served as a sales customer by a customer of Transporter on July 1, 1993; and
- (c) which has elected such service and has executed a service agreement for service under Rate Schedule FT-GS; and
- (d) where the maximum daily quantity for firm service to Shipper cannot exceed 10,000 dth/d at a stated point of delivery, unless such larger quantity was effective under a Rate Schedule G or GS Sales Service Agreement with Transporter effective on the date prior to implementation of this Schedule. In such case, the maximum daily quantity shall be limited to the maximum daily quantity stated in the previously effective Rate Schedule G or GS.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in the General Terms and Conditions.
- 2.2 A Customer executing a service agreement under this Rate Schedule (referred to as "Customer" or "Shipper") shall have a Transportation Quantity which is not more than 10,000 Dth/day or which is equal to the Maximum Daily Obligation contained in the Customer's former service agreement under Rate Schedule G or GS.
- 2.3 A Customer executing a service agreement under this Rate Schedule has the right to make an election to convert its service in its entirety to firm transportation service under Rate Schedule FT-A or FT-G by providing written notice of such election on or before June 1 of any year. Any such conversion shall be effective as of the following November 1.
- 2.4 Unless Shipper has elected the True-Up Payment Option as specified in Section 2.5 hereof, Transporter shall not schedule and Shipper shall not receive gas for ultimate use in a portion of Shipper's distribution system served by Shipper's FT-GS Delivery Point(s) utilizing any other Rate Schedule or any third party (except to effectuate deliveries hereunder), unless and until Transporter has scheduled (or allocated from Shipper's FS Service) the Transportation Quantity as set forth in Shipper's FT-GS Transportation Service Agreement(s) attributable to that portion of Shipper's distribution system. This restriction shall not apply to Shipper's receiving gas withdrawn from third party storage, provided that such gas was injected by Shipper in compliance with this Section 2.4; provided, further, this restriction shall not apply to service for ultimate use by designated end users in any portion of Shipper's distribution system served by Shipper's Delivery Point(s); provided that separate meters are in place downstream of Shipper's Delivery Point(s) verifying delivery of such quantities to such designated end users. Upon the request of Transporter, Shipper shall provide a statement verifying compliance with this Section 2.4 provision for the prior calendar year.

RATE SCHEDULE FT-GS
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.5 True-up Payment Option: Any Shipper desiring to receive IT service, released capacity or transportation from third party pipelines, may do so on an unrestricted basis if such Shipper:

- (a) notifies Transporter of its election of this True-Up Payment Option no later than December 1 of any year to be effective on January 1 of the following year; and
- (b) agrees to an annual FT-GS revenue responsibility based on the established FT-GS billing determinants. If payments for gas transported under this Rate Schedule fall short of Shipper's annual FT-GS revenue responsibility of any year in which Shipper has elected this True-Up Payment Option ("True-Up Payment Option Year"), Transporter shall bill Shipper for the shortfall, if any, between payments made during the year and Shipper's revenue responsibility.

On December 1 of the True-Up Payment Option Year, Transporter shall determine the shortfall between payments under Rate Schedule FT-GS and Shipper's FT-GS revenue responsibility by adding actual payments received and forecasted payments for the remainder of the True-Up Payment Option Year, then subtracting the total from Shipper's FT-GS revenue responsibility. On or before December 15 of the True-Up Payment Option Year, Transporter shall bill Shipper for any shortfall. Upon receipt of the actual payments for the remainder of the True-Up Payment Option Year, Transporter shall credit or bill Shipper for the difference, if appropriate.

2.6 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

3. QUALIFICATION FOR SERVICE

- 3.1 All Customers electing to convert existing service to transportation service under this Rate Schedule must satisfy the requirements specified in Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 Transporter shall evaluate any complete, valid request for service based upon the criteria set forth in Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, and as provided for under this Rate Schedule.

4. DELIVERIES AND RECEIPTS

- 4.1 Receipt Points: Subject to the availability of capacity, any receipt point on Transporter's system, including Pooling Area Points, shall be eligible for designation as a Primary Receipt Point on Shipper's Transportation Service Agreement. Any receipt point in Shipper's Transportation Path may be used as a Secondary Receipt Point.
- 4.2 Delivery Points: Shipper's delivery points shall be the interconnection(s) of Transporter's system and Shipper's system specified in Shipper's Transportation Service Agreement. Shipper may use alternate delivery points within Shipper's Transportation Path on a secondary basis for deliveries to storage.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressures existing at the Delivery Point(s).

RATE SCHEDULE FT-GS
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service hereunder in each zone are set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff and are incorporated herein; provided, however, that upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. Unless Transporter and Shipper agree upon a rate for service provided hereunder, the rate applicable for service hereunder shall be the applicable Maximum Rate(s) as set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such rate (a) shall apply solely to service at receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-GS. In the event Transporter and Shipper agree to a fixed rate for service provided hereunder and which is to be charged for the duration of the Service Agreement, said rate will be set forth in the applicable Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.
- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, that if new facilities are necessary solely to enable Transporter to maintain existing service levels, then no Facilities Charge will be assessed. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Service Agreement.
- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through Transporter's Interactive Website, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's Transportation Service Agreement then such quantity shall constitute an Authorized Overrun.
- NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.
- If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes. For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise.

RATE SCHEDULE FT-GS
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service; provided however, upon Transporter's determination, for service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall furnish only that quantity of gas associated with Losses as shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.

In addition, Shipper shall pay Transporter the applicable EPCR Component of the Fuel Adjustment Mechanism, shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service multiplied by the volume of gas scheduled for delivery by Transporter.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) The Commodity Rate, as determined pursuant to Section 5.1 herein multiplied by the quantity of gas scheduled for delivery to the Shipper's city gate in the month; and
- (b) The fuel and loss adjustment pursuant to Section 5.5; and
- (c) If applicable, any New Facilities Charge, any Incidental Charges, any Authorized Overrun Charges; and.
- (d) Any applicable surcharges as shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff.

7. MONTHLY SCHEDULING AND BALANCING

Shippers receiving FS service from Transporter may elect to use that service in conjunction with service under this Rate Schedule to effect load balancing. These Shippers shall provide Transporter, five days prior to the beginning of the month, a projection of the average daily load of gas to be transported under this Rate Schedule on each day in the following month. To the extent that Shipper's actual load is above or below the projected amount for a given day, Transporter shall schedule for withdrawal or injection, as applicable, the corresponding amount of gas from Shipper's Storage account. Such adjustment to Shipper's storage account shall be done automatically, unless otherwise specified in instructions provided by Shipper or Shipper's agent. For Customers making this election, this Rate Schedule shall be the exclusive service for deliveries into and out of storage. Shippers will not be subject to the Daily Variance provisions of Rate Schedule LMS-MA if they have elected to utilize the contract storage service as provided in this Section 7.

RATE SCHEDULE FT-GS
SMALL CUSTOMER TRANSPORTATION SERVICE (continued)

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter the information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE FT-IL
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Shipper on Incremental Lateral facilities that are identified under Article XX, Section 2 of the General Terms and Conditions and identified in Shipper's Incremental Lateral Transportation Service Agreement ("FT-IL Service Agreement");

- (a) which has submitted a valid request for service pursuant to Article XXVI of the General Terms and Conditions;
- (b) which has executed a FT-IL Service Agreement wherein Transporter agrees to transport natural gas for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (c) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's FT-IL Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided (i) to the extent Transporter determines firm capacity is available, and (ii) if Shipper has satisfied the requirements of Articles IV and XXVI of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a FT-IL Service Agreement. Shipper shall have the right to enter into one or more transportation contracts for the service provided under this Rate Schedule.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting firm lateral transportation service must qualify pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 All Shippers requesting firm lateral transportation service must execute a FT-IL Service Agreement in accord with the provisions of Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES

- 4.1 Primary Receipt Points: Subject to the availability of capacity, Transporter shall receive from Shipper, or for the account of Shipper, at those point(s) on the Incremental Lateral identified in the FT-IL Service Agreement between Shipper and Transporter for transportation of daily quantities of gas. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received. Shipper's specific TQ shall be a uniform quantity throughout the term of the Transportation Service Agreement, except that Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's TQ over specified periods. Shipper's TQ and any varying levels in TQ, as well as the period of such varying TQ levels, shall be specified in the Transportation Service Agreement. The TQ shall be a uniform quantity throughout any month.
- 4.2 Secondary Receipt Points: All receipt points on the lateral identified in Shipper's FT-IL Service Agreement shall be available as Secondary Receipt Points up to the maximum daily quantity that is applicable to the Primary Receipt Points in Shipper's Transportation Path.
- 4.3 Primary Delivery Points: Subject to availability of capacity any delivery point on the Incremental Lateral identified in Shipper's FT-IL Service Agreement that is covered by a Balancing Agreement ("eligible delivery point") shall be eligible to be designated in Shipper's FT-IL Service Agreement as a Primary Delivery Point for gas transported by Transporter under this Rate Schedule.

RATE SCHEDULE FT-IL
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES (continued)

- 4.4 Secondary Delivery Points: A Shipper under this rate schedule may use as a Secondary Delivery Point any eligible delivery point on the Incremental Lateral identified in Shipper's FT-IL Service Agreement which is within the Transportation Path.
- 4.5 Contract Quantities at Delivery Points: The sum of the maximum daily delivery quantities applicable to all of a Shipper's Primary Delivery Points may not exceed the maximum daily quantity under the Shipper's FT-IL Service Agreement.
- 4.6 Change of Primary Points: Subject to agreement by Transporter, a Shipper may elect to substitute new points for the Primary Delivery or Receipt Points in its FT-IL Service Agreement provided that all such points are on the Incremental Lateral. All such changes shall be pursuant to the open season provisions as reflected in Article XXVI of the General Terms and Conditions. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the agreement.
- 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day. Subject to Transporter's operating conditions, during any given day Transporter will allow Shipper to deliver or receive gas at an hourly rate that may exceed 1/24th of Shipper's scheduled quantities.

5. RATES AND CHARGES

- 5.1 Applicable Rates: The applicable rates for service under the FT-IL Rate Schedule are the applicable maximum FT-IL rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service agreement under this Rate Schedule to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rates (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter, and (b) shall be applicable for the period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma service agreement applicable to this Rate Schedule FT-IL.

In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the FT-IL Service Agreement, said rate will be set forth in the FT-IL Service Agreement. Transporter shall post on its interactive Internet website under Transactional Postings any adjustment below the maximum Commodity and/or Reservation Rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the FT-IL Service Agreement.
- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any filing or similar fees which Transporter incurs in rendering service hereunder, which have not been previously paid by Shipper. Transporter shall not use the amounts so collected either as revenues or costs in establishing its incremental or recourse rates. The applicable Incidental Charges shall be stated in the FT-IL Service Agreement.

RATE SCHEDULE FT-IL
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter through Transporter's Interactive Website, should on any day take under this Rate Schedule a quantity of natural gas more than Shipper's maximum daily quantity under Shipper's FT-IL Service Agreement, then such quantity shall constitute an Authorized Overrun. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.

For all such Authorized Overruns, Shipper shall pay Transporter the rate set forth in the Summary of Rates and Charges of Transporter's FERC Gas Tariff for the applicable Incremental Lateral times the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

- 5.5 Daily Variance: Shippers receiving service at a point(s) at which a balancing agreement is not in effect shall be subject to the Daily Variance provisions of Rate Schedule LMS-MA and LMS-PA of the Transporter's FERC Gas Tariff.

- 5.6 Fuel and Losses: Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the applicable Incremental Lateral.

In addition, Shipper shall pay Transporter the applicable EPCR Component of the Fuel Adjustment Mechanism, shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service multiplied by the volume of gas scheduled for delivery by Transporter.

- 5.7 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits, for service under this Rate Schedule that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits, identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be in effect during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the Transportation Quantity specified in Shipper's FT-IL Service Agreement; and

RATE SCHEDULE FT-IL
FIRM TRANSPORTATION INCREMENTAL LATERAL SERVICE (continued)

6. MONTHLY BILL (continued)

- (b) Commodity Charge: The applicable Commodity Rate set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the quantity of gas scheduled in the month; and
- (c) Other Charges: If applicable, any Facilities Charge, any Incidental Charges, any Authorized or Unauthorized Overrun Charges, any Fuel and Losses Charge, and any applicable surcharges as shown in the Summary of Rates and Charges and any cashout charges resulting from imbalances incurred.

7. FAILURE OF TRANSPORTER

If Transporter fails to tender for delivery or schedule the quantity of natural gas nominated by Shipper for delivery from a primary Receipt Point to a primary Delivery Point during any one or more days up to the maximum quantity of gas which Transporter is obligated to deliver to Shipper, Transporter shall provide reservation charge credits, if any, as provided in Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume 1 of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Sheet Nos. 99 – 107 are Reserved for Future Use.

Sheet Nos. 108 - 148 are Reserved for Future Use.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Shipper:

- (a) which has executed a Transportation Contract wherein Transporter agrees to transport natural gas on an interruptible basis for Shipper's account up to a specific maximum daily Transportation Quantity; and
- (b) which has caused its supplier of gas, if such supplier has retained processing rights to the gas delivered to Shipper, to enter into a Transportation Contract for the transportation of any liquids and any PTR quantities associated with the processing of gas received at the Receipt Point(s) under Shipper's Transportation Contract after August 1, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Interruptible transportation service under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities. Available interruptible capacity shall be allocated among interruptible transportation Shippers based upon the rate which Transporter and Shipper have agreed to apply to a service and in accord with Article IV of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Contract.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.3 Transporter shall not be required to transport gas where the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide the transportation service.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 In accord with Article XXVI of the General Terms and Conditions, a Transportation Contract shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the Transportation Contract is not executed by Shipper within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

4. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES

- 4.1 Receipt Points: All receipt points on Transporter's system, including storage service points, shall be available as Receipt Points for gas transported under this Rate Schedule.

Transporter shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.
- 4.2 Delivery Points: All delivery points on Transporter's system covered by a Balancing Agreement shall be available as Delivery Points for gas transported by Transporter under this Rate Schedule.
- 4.3 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point. Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.4 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES

- 5.1 Applicable Rates: The rates for service under the IT Rate Schedule are the applicable maximum IT rates shown in the Summary of Rates and Charges in Transporter's effective Tariff; provided, however, Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any transportation service (defined by route) to any level not less than the minimum or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Transporter and (b) shall be applicable solely for the quantity and period agreed upon by Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 5.1 of the pro forma service agreement applicable to this Rate Schedule IT.

In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, said rate will be set forth in the applicable Transportation Contract. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.

- 5.2 Facilities Charge: In addition to the other charges pursuant to Section 5.1 of this Rate Schedule, Transporter may charge Shipper an amount to reflect the cost of Tap Facilities or Tap and Connecting Facilities as provided in Article XIX of the General Terms and Conditions of Transporter's FERC Gas Tariff. Any applicable Facilities Charge may be stated in the Transportation Service Agreement.
- 5.3 Incidental Charges: In addition to the other charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the Transportation Contract.
- 5.5 Fuel and Losses: Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas scheduled for delivery to Transporter multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service. However, for service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall furnish only that quantity of gas associated with Losses as shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.

In addition, Shipper shall pay Transporter the applicable EPCR Component of the Fuel Adjustment Mechanism, shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the zone of receipt and zone of delivery applicable to the transportation service multiplied by the volume of gas scheduled for delivery by Transporter.

- 5.6 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.7 Incremental Lateral Charge: In addition to the other charges pursuant to this Rate Schedule, to the extent that transportation service is provided utilizing an Incremental Lateral, as defined in Article XX, Section 2 of the General Terms and Conditions, Transporter shall charge Shipper for each month of service an Incremental Lateral charge for the applicable Incremental Lateral(s). The Incremental Lateral Charge will be based on the applicable Incremental Lateral rate shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff multiplied by the dekatherms of natural gas scheduled for delivery by Transporter to Shipper utilizing the applicable Incremental Lateral. For transportation service provided solely through the applicable Incremental Lateral, only the Incremental Lateral Charge and rate adjustments pursuant to the General Terms and Conditions shall apply. In addition, Transporter shall retain a quantity of gas for fuel and losses associated with transportation utilizing the applicable Incremental Lateral.

6. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) the applicable IT rate multiplied by the quantity of natural gas scheduled by Transporter from each point of receipt to the designated point of delivery, as determined by the quantity and routing nominations scheduled by Shipper; and
- (b) If applicable, the monthly bill for service shall include any New Facilities Charge pursuant to Section 5.2, any Incidental Charges pursuant to Section 5.3, any Incremental Lateral Charges pursuant to Section 5.7, any Fuel and Losses Charge, any cashout charges resulting from imbalances incurred, and any other applicable surcharges as shown in the Summary of Rates and Charges of Transporter's FERC Gas Tariff.

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume No. 1 of Transporter's FERC Tariff are incorporated as part of this Rate Schedule.

Sheet Nos. 152 – 154 are Reserved for Future Use.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

1. AVAILABILITY

This Rate Schedule is available for the parking and loaning of natural gas on an interruptible, non-discriminatory basis by Tennessee Gas Pipeline Company, L.L.C. (Transporter) for any Shipper which has executed 1) a Master Park and Loan Service Agreement for service under this Rate Schedule, and 2) a PAL Agreement(s) ("PAL Agreement"), pursuant to the Master Park and Loan Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Transporter for Shipper. PAL services under this Rate Schedule shall be provided for a minimum term of one (1) day and a maximum term mutually agreed upon by both Transporter and Shipper (the "Initial Term"). The Initial Term and quantity(ies) of each PAL Agreement shall be set forth in the executed PAL Agreement. PAL transactions will occur at one or more Points of Transaction (each a "PT") mutually agreed upon by Transporter and Shipper.

2.1 Service under this rate schedule will be provided as follows:

(I) Park Service: Park Service is an interruptible service which provides for:

- (a) Transporter's receipt of gas quantities that have been delivered by Shipper to one or more PTs on Transporter's system;
- (b) Transporter holding the parked quantities on Transporter's system; and
- (c) Transporter's return of parked quantities of gas to Shipper at the same PTs where Shipper delivered gas to Transporter under the applicable PAL Agreement.

Transporter shall hold the quantity of gas parked under the PAL Agreement for Shipper for a period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 4 of this Rate Schedule, Transporter shall then return such parked gas to Shipper at the same PTs where Shipper tendered gas to Transporter under the applicable PAL Agreement.

(II) Loan Service: Loan Service is an interruptible service which provides for:

- (a) Shipper's receipt of gas quantities from Transporter at one or more PTs on Transporter's system; and
- (b) Shipper's return of the loaned gas quantities to Transporter at the same PTs where Shipper received gas from Transporter under the applicable PAL Agreement.

Transporter shall make the quantity of gas loaned at each PT under the applicable PAL Agreement available for a time period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 4 of this Rate Schedule, loaned quantities shall be returned to Transporter at the same PTs where Shipper received gas under the applicable PAL Agreement.

2.2 Interruptible parking and loaning of natural gas under this Rate Schedule shall be provided when and to the extent that Transporter determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Transporter's firm obligations or interruptible services.

2.3 Service under this Rate Schedule will be made available on a first come, first served basis, to any Shipper willing and able to pay maximum rates or such other rate mutually agreed upon by Transporter and Shipper, subject to all applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff.

2.4 Transporter shall not be required to provide service under this Rate Schedule that would require Transporter to install, operate or maintain any additional facilities.

2.5 PAL services under this Rate Schedule shall be provided by Transporter in one of two ways: Daily Rate services or Term Rate services. Shipper shall elect either the Daily Rate or Term Rate service option when it requests service from Transporter. The term "PAL account" as used herein shall mean the PAL account associated with a particular PAL Agreement. The term "Auto PAL account" as used herein shall mean the PAL sub-account associated with the Auto PAL Option elected by Shipper pursuant to Rate Schedule LMS-MA.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE
(continued)

- 2.6 Auto PAL Option: A Balancing Party under the Rate Schedule LMS-MA that has entered into a PAL Agreement pursuant to this Rate Schedule may resolve all or a portion of its Daily Imbalances by electing the Auto PAL Option under Rate Schedule LMS-MA at eligible PTs in a PAL Agreement ("Auto PAL Option"). In the event a shipper elects the Auto PAL Option, all provisions of this Rate Schedule and the PAL Agreement remain in effect.
- (a) Automatic park and loan service rendered under this Rate Schedule shall consist of: (1) the automatic parking of natural gas quantities on Transporter's system on behalf of Shipper due to a positive variance between scheduled and actual quantities taken by Shipper at eligible Auto PAL PTs and the return of such parked quantities to Shipper at the same PT(s) and (2) the automatic loaning of natural gas quantities to Shipper due to a negative variance between scheduled and actual quantities taken by Shipper at eligible Auto PAL PTs and the receipt from Shipper of returned loaned quantities at the same PTs, each up to a specified maximum daily quantities to be parked or loaned at the designated Auto PAL PT's ("APAL PT MDQ"), up to a specified maximum aggregate quantity to be parked or loaned at the designated Auto PAL PT's ("APAL PT MAQ"), and subject to the PA MDQ and PA MAQ specified in the Balancing Party's applicable PAL Agreement.
- (b) A Shipper electing the Auto PAL Option may, but shall not be required to, nominate park and/or loan quantities at the designated Auto PAL PT's in the PAL Agreement. The difference between the total park and/or loan quantities scheduled on a daily basis at each Auto PAL PT and the allocated quantities at such Auto PAL PT shall be deemed Daily Imbalances and will be allocated as a park or loan quantity to the Shipper's Auto PAL account, but in no event above the difference between the Shipper's APAL PT MAQ and its Auto PAL account balance for park or loan quantities.
- 2.7 Each PAL Agreement shall specify in Dth: (i) the maximum daily quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MDQ"); (ii) the maximum aggregate quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MAQ"); (iii) the maximum daily quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MDQ"); and (iv) the maximum aggregate quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MAQ"). If applicable, each PAL Agreement shall also specify the PTs designated for use for Auto PAL service pursuant to the provisions of Section 9 of Rate Schedule LMS-MA ("Auto PAL PTs"). The sum of all PA MAQs under all PAL Agreements shall not exceed the maximum aggregate quantity specified in the Master Park and Loan Service Agreement ("Master MAQ").

3. QUALIFICATIONS FOR SERVICE

- 3.1 All Shippers requesting new PAL service must qualify for service pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff and have already executed a Master Park and Loan Service Agreement.
- 3.2 In accord with Article XXVI of the General Terms and Conditions, a PAL Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the PAL Agreement is not executed by Shipper within 10 days after Transporter tendered the applicable PAL Agreement, Transporter, at its sole discretion, may consider the request for service invalid.

4. NOMINATIONS AND SCHEDULING

- 4.1 With the exception of Shippers electing the Auto PAL Option pursuant to Section 2.6 of this Rate Schedule, Shipper shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in Article IV of the General Terms and Conditions of Transporter's FERC Gas Tariff. Shipper shall nominate the agreed upon park or loan quantities at one or more PTs under the applicable PAL Agreement. Such nominated quantities shall be subject to confirmation by Transporter. The confirmed quantities shall be deemed the scheduled quantities.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

4.2 Applicable to Daily Rate PAL services:

- (I) The park or loan quantities of gas nominated on a daily basis at each PT under a Daily Rate PAL Agreement shall equal the agreed upon daily quantities of gas at each PT as stated in the applicable PAL Agreement unless otherwise mutually agreed upon by both Transporter and Shipper. The total park or loan quantity of gas under a Daily Rate PAL Agreement shall not exceed the total park or loan quantities as stated in the applicable PAL Agreement unless Transporter and Shipper mutually agree to a different total quantity. Transporter may terminate the PAL Agreement if Shipper nominates quantities at each PT other than either the daily or total quantities at each respective PT as stated in the PAL Agreement or the mutually agreed upon quantity.
- (II) If, on any day, Shipper nominates quantities of gas to be withdrawn from or deposited into its PAL account, but Transporter is unable to schedule any of the quantities nominated, Transporter shall suspend the Park and/or Loan Service rate charges for that quantity not scheduled until Transporter is able to schedule the quantity nominated. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term for the amount of time that Transporter was unable to schedule the Park and/or Loan Service.

4.3 Applicable to Term Rate PAL services:

- (I) Transporter and Shipper may mutually agree to Park and/or Loan Services for specified maximum quantities at one or more PTs for a mutually agreed upon term. The park and/or loan quantities of gas nominated on a daily basis at each PT under a Term Rate PAL Agreement shall not exceed the agreed upon daily quantities of gas at each PT as stated in the applicable PAL Agreement unless otherwise mutually agreed upon by both Transporter and Shipper. The total park or loan quantity of gas under a Term Rate PAL Agreement shall not exceed the maximum park or loan quantities as stated in the applicable PAL Agreement unless Transporter and Shipper mutually agree to a different quantity.
- (II) If, on any day, Shipper nominates quantities of gas to be withdrawn from and/or deposited into its PAL account, but Transporter is unable to schedule any of the quantities nominated, Transporter shall credit to Shipper an amount equal to the applicable daily reservation charge as specified in the PAL Agreement for the applicable PTs multiplied by the quantity of gas which was nominated but not scheduled at such PTs. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term for the amount of time that Transporter was unable to schedule the Park and/or Loan Service.

4.4 PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

- 5.1 Transporter shall allocate capacity for PAL services in accordance with the Scheduling Priorities and Curtailment of Scheduled Quantities set forth in Article IV of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5.2 Shipper may be required, upon notification from Transporter, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, Shipper may be required, upon notification from Transporter, to remove quantities of gas previously provided to Transporter under the Park Service, or return quantities of gas previously loaned to Shipper under the Loan Service. Such notification shall be by e-mail or posting on Transporter's Interactive Website.
- 5.3 Should Transporter notify Shipper to remove or return quantities of gas pursuant to Section 5.2, Transporter's notification shall specify (i) the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned; and (ii) the specific PTs and quantities at such PTs affected by Transporter's notification. Such notifications shall be consistent with Transporter's operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of Transporter's notification unless Transporter and Shipper mutually agree to a different time frame. The obligation of Shipper to comply with the issued notification shall be monitored until such time as Transporter is able to recommence the Park and/or Loan Services.
- 5.4 In the event Shipper makes a timely nomination in response to a notification by Transporter pursuant to Section 5.2, the obligation of Shipper to comply with that notification shall be tolled until such time as Transporter's operational conditions allow Transporter to schedule the nomination.

6. RATES AND CHARGES

- 6.1 The daily unit rates for service under this Rate Schedule are shown on the effective Sheet Number 59 of Volume No. 1 of Transporter's FERC Gas Tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless Transporter and Shipper mutually agree to a different rate. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma Master Park and Loan Service Agreement applicable to this Rate Schedule PAL.
- 6.2 (I) Applicable to Daily Rate PAL services:
 - (a) The monthly charges for Daily Rate PAL services shall be the sum of the product of the quantities of gas in Shipper's PAL account at each PT, exclusive of Authorized Overrun quantities pursuant to Section 6.5 of this Rate Schedule PAL, and the maximum or mutually agreed upon rate for each such PT for each day service is tendered by Transporter. Charges shall commence on the first day of the agreed upon transaction and continue until Shipper's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement, whichever comes first.
 - (b) Transporter, in its sole discretion, may decide to institute a generally applicable discount at specific PTs on its system for specific quantities and/or dates (a "Daily Rate PAL Discount"); provided, however, that any such Daily Rate PAL Discount shall be no lower than the applicable minimum rate and no higher than the applicable maximum rate set forth in Transporter's FERC Gas Tariff. To the extent Transporter elects to institute any such Daily Rate PAL Discount, Transporter shall post the Daily Rate PAL Discount on Transporter's Interactive Website, and such Daily Rate PAL Discount shall become applicable upon 24 hours' notice to any Daily Rate PAL shipper utilizing those specific PTs under a PAL Agreement in which such shipper makes an election in Section 1 of the PAL Agreement that Daily Rate PAL Discounts shall apply to such PAL Agreement. Transporter may elect to change the amount of or terminate altogether any such Daily Rate PAL Discount at any time upon 24 hours' notice via a posting to Transporter's Interactive Website. Notwithstanding, Daily Rate PAL Discounts proposed by Transporter from time to time pursuant to Section 6.2(I)(b) shall not apply to a Daily Rate PAL shipper if such shipper makes an election in Section 1 of the applicable PAL Agreement that Daily Rate PAL Discounts shall not apply to such PAL Agreement.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

(II) Applicable to Term Rate PAL services:

The monthly charges for Term Rate PAL services shall be the sum of the product of the maximum park and/or loan quantity at each PT and the maximum daily reservation rate or mutually agreed upon rate for each such PT multiplied by the number of days within such month that service is tendered by Transporter.

- 6.3 For gas which is in Shipper's PAL account during the Grace Period, as defined in Sections 7.1(e) and 7.2(e), Transporter shall charge Shipper either: (a) the agreed upon daily commodity rate under the Daily Rate PAL Agreement; or (b) the agreed upon daily reservation rate under the Term Rate PAL Agreement.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

6. RATES AND CHARGES (continued)

6.4 Notwithstanding any provision of Transporter's FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this tariff as "Negotiated Rate[s]"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate[s] shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate[s], shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate[s] shall be ineffective during the period that the Negotiated Rate[s] is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate[s].

6.5 Authorized Overrun Charges for Daily Rate and Term Rate PAL Services: If Shipper, upon receiving the advance approval of Transporter through Transporter's Interactive Website, should (i) on any day park or loan under this Rate Schedule PAL a quantity of natural gas at any PT in excess of the PT MDQ for such PT under the Shipper's applicable PAL Agreement; or (ii) at any time park or loan under this Rate Schedule PAL a quantity of natural gas at any PT that causes such Shipper to exceed the PT MAQ for such PT under the Shipper's applicable PAL Agreement; or (iii) on any day park or loan under this Rate Schedule PAL a quantity of natural gas at one or more PTs in excess of the PA MDQ for all PTs under the Shipper's applicable PAL Agreement; or (iv) at any time park or loan under this Rate Schedule PAL a quantity of natural gas at one or more PTs in excess of the PA MAQ for all PTs under the Shipper's applicable PAL Agreement, then such quantities shall constitute an Authorized Overrun.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overruns must be nominated through Transporter's Interactive Website.

For all such Authorized Overruns, Shipper shall pay Transporter the authorized overrun rates set forth in the Summary of Rates and Charges of Transporter's Effective FERC Gas Tariff, multiplied by the excess quantity of natural gas parked or loaned, unless the parties mutually agree otherwise.

7. PENALTIES

7.1 Park Service:

- (a) In the event any of the following occurs, parked quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims:
 - (i) Transporter's prevailing operations require Transporter to notify Shipper that deliveries of parked quantities must be suspended or be reduced, and Shipper fails to comply with such notification; and/or
 - (ii) Transporter's prevailing operations require Transporter to notify Shipper that all or part of Shipper's parked quantities must be removed, and Shipper fails to comply within the specified time frame; and/or
 - (iii) the PAL account reflects a positive balance at the termination date of the executed PAL Agreement.
- (b) If, pursuant to Section 7.1(a)(i), Transporter notifies Shipper that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- (c) In the event that a PAL account for Park Service reflects a negative balance at the termination date of the executed PAL Agreement, those overdrawn quantities shall be sold to Shipper at 150% of the highest weekly spot price of the region of each such PT.
- (d) In the event any of the occurrences in Sections 7.1(a), 7.1(b) and/or 7.1(c) of this Rate Schedule are impeded to the extent Shipper nominates in accordance with the terms of its PAL Agreement pursuant to such notification or to remedy a negative balance at the termination date and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.
- (e) Notwithstanding Sections 7.1(a) and (c), in the event that on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less in the aggregate at all PTs under the applicable PAL Agreement, and such balance is not due to Transporter's inability to schedule Shipper's nominated quantities, Shipper shall have five (5) business days ("Grace Period") to resolve such balance. In the event that Transporter is unable to schedule any of Shipper's nominated quantities during the Grace Period, Transporter and Shipper may mutually agree to extend the Grace Period for the amount of time that Transporter was unable to schedule the Park Service. If, at the end of the Grace Period, Shipper has a remaining balance, Section 7.1(a) or (c), whichever is applicable, shall control.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

7. PENALTIES (continued)

7.2 Loan Service

- (a) In the event any of the following occurs, loaned quantities shall be sold to Shipper at 150% of the highest weekly spot price of the region of the applicable PT(s) during the term of the agreed upon transaction as set forth in the PAL Agreement:
 - (i) Transporter's prevailing operations require Transporter to notify Shipper that receipt of Shipper's loaned quantities must be suspended or be reduced, and Shipper continues to receive loaned quantities; and/or
 - (ii) Transporter's prevailing operations require Transporter to notify Shipper that all or part of Shipper's loaned quantities must be returned to Transporter, and Shipper fails to comply within the specified time frame; and/or
 - (iii) the PAL account reflects a negative balance at the termination date of the executed PAL Agreement.
 - (b) If, pursuant to Section 7.2(a)(i), Transporter notifies Shipper that receipt of Shipper's loaned quantities must be suspended or be reduced, only those quantities loaned in violation of the notification shall be sold to Shipper at 150% of the highest weekly spot price of the region of the applicable PT(s).
 - (c) In the event that a PAL account for Loan Service reflects a positive balance at the termination date of the executed PAL Agreement, those overpaid quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
 - (d) In the event any of the occurrences in Sections 7.2(a), 7.2(b) and/or 7.2(c) of this Rate Schedule are impeded to the extent Shipper nominates in accordance with the terms of its contract pursuant to such notification or to remedy a positive balance at the termination date and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.
 - (e) Notwithstanding Sections 7.2(a) and (c), in the event that on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less, and such balance is not due to Transporter's inability to schedule Shipper's nominated quantities, Shipper shall have five (5) business days ("Grace Period") to resolve such balance. In the event that Transporter is unable to schedule any of Shipper's nominated quantities during the Grace Period, Transporter and Shipper may mutually agree to extend the Grace Period for the amount of time that Transporter was unable to schedule the Loan Service. If, at the end of the Grace Period, Shipper has a remaining balance, Section 7.2(a) or (c), whichever is applicable, shall control.
- 7.3 The highest weekly regional, spot price shall be obtained from Natural Gas Intelligence, or from another agreed upon daily or weekly publication containing Transporter's weekly regional spot prices.

8. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PAL and shall apply to services rendered hereunder as stated herein.

Sheet Nos. 160 - 200 are Reserved for Future Use.

Sheet Nos. 201 – 204 are Reserved for Future Use.

RATE SCHEDULE PTR
PTR TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule governs the transportation by Tennessee Gas Pipeline Company, L.L.C. (Transporter) of separately nominated liquefiable hydrocarbons (PTR). The Rate Schedule is available to any Shipper which has retained the processing rights to the gas delivered to Shipper and which executed a PTR Transportation Agreement wherein Transporter agrees to transport PTR on a basis commensurate with the transportation of the gas with which the PTR is commingled (the "related gas stream") up to a specific maximum daily PTR Transportation Quantity. The transportation rates for this Rate Schedule shall also apply to gas transported to plants under Rate Schedule IT to make up the differential in dekatherms due to the extraction of PTR at the processing plant (PTR make-up).

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 PTR transportation service under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities. The determination of whether, and to what extent, service will be provided under this Rate Schedule will be tied to the availability of capacity for transportation of the related gas stream pursuant to Section 2.1 of Rate Schedule FT-A, Section 2.1 of Rate Schedule FT-BH or Section 2.1 of Rate Schedule IT as applicable. Capacity available for PTR Transportation shall be allocated among PTR transportation Shippers in accord with Article IV of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a PTR Transportation Agreement.
- 2.2 Service under this Rate Schedule shall be nominated on a monthly basis in accord with the procedures set forth in Article IV, Section 2 of Transporter's General Terms and Conditions. PTR quantities will be accorded the same scheduling priority as the Transportation Service Agreement which provides for the transportation of the related gas stream.
- 2.3 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.
- 2.4 Transporter shall not be required to transport PTR where the total quantity of PTR scheduled for transportation (in conjunction with the related gas stream) is less than that required to operate existing compression facilities necessary to provide the transportation service.
- 2.5 Any Shipper receiving PTR transportation service pursuant to this Rate Schedule may elect to transport PTR under Rate Schedule IT upon 30 days prior written notice to Transporter that it desires to terminate its PTR Service Agreement.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting PTR transportation service must qualify for service pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 In accord with Article XXVI of the General Terms and Conditions, a PTR Transportation Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service. In the event the Transportation Agreement is not executed by Shipper within thirty days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.

RATE SCHEDULE PTR
PTR TRANSPORTATION SERVICE (continued)

4. DELIVERY AND RECEIPT POINTS; PRESSURES; UNIFORM QUANTITIES

- 4.1 Receipt Points: All receipt points on Transporter's system which are upstream of the Point(s) of Delivery and which are covered by a Balancing Agreement shall be available as Receipt Points for PTR transported under this Rate Schedule. A Supply Aggregation Service Agreement under Rate Schedule SA shall be available as a source of supply for PTR transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive PTR at any Receipt Point where the total quantity of PTR for transportation scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.
- 4.2 Delivery Points: The Delivery Point(s) for service under this Rate Schedule shall be the Plant Point(s) of Delivery specified in Shipper's PTR Transportation Agreement.
- 4.3 Pressures: Shipper shall deliver PTR to Transporter at the pressure required from time to time to enable the PTR to enter Transporter's facilities at the Receipt Point which shall not be in excess of the pressures necessary to deliver the related gas stream. Transporter shall deliver the PTR to or for the account of Shipper at Transporter's line pressure existing at the Delivery Point(s).

5. RATES AND CHARGES

- 5.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum rates applicable to service under Transporter's PTR Rate Schedule shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, Transporter, upon notice to Shipper, has the right at any time and from time to time to adjust the rate applicable to any transportation service to any level not less than the minimum or more than the maximum rates established for this Rate Schedule as set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff. In the event that Transporter makes such an adjustment, such adjusted rate (a) shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter and (b) shall be applicable solely for the period agreed upon by Shipper and Transporter. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 7.1 of the pro forma service agreement applicable to this Rate Schedule PTR. In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, said rate will be set forth in the applicable PTR Transportation Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.
- 5.2 New Facilities Charge: In addition to the charges pursuant to Section 5.1 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup the cost of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected as either revenues or costs in establishing its general system rates. The applicable New Facilities Charge shall be stated in the PTR Transportation Agreement.

RATE SCHEDULE PTR
PTR TRANSPORTATION SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.3 Incidental Charges: In addition to the charges pursuant to Sections 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the PTR Transportation Agreement.
- 5.4 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of PTR retained by Transporter for Fuel and Losses shall be equal to the quantity of PTR scheduled for delivery to Transporter, multiplied by the applicable F&LR percentage shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff for the receipt and delivery zones applicable to the transportation service.

7. CASH OUT OF IMBALANCES

All PTR imbalances shall be cashed out in the following manner:

- 7.1 If the imbalance is the result of a differential between the amount of PTR which Shipper schedules for receipt at the Receipt Points and the actual amount of PTR received, then the imbalances will be cashed out at the Average Price contained in the cash out in mechanism Rate Schedule LMS-PA of Transporter's FERC Gas Tariff. In addition to the cash out of the monthly imbalance (a) the Shipper shall pay to Transporter the "Transportation Component" if deliveries are greater than confirmed nominations, or (b) Transporter shall pay to the Shipper the "Transportation Component" if deliveries are less than confirmed nominations. The "Transportation Component" shall be equal to the commodity rate (including fuel) under this Rate Schedule PTR (or the Shipper's applicable transportation agreement) for transportation from Zone 1 to the applicable zone multiplied by the monthly imbalance.
- 7.2 If the imbalance results from Shipper having PTR extracted for its account without nominating PTR transportation, then all PTR quantities not nominated shall be cashed out at the 10-15% tolerance level under the cash out mechanism in Transporter's FERC Gas Tariff.

RATE SCHEDULE PTR
PTR TRANSPORTATION SERVICE

8. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) The applicable PTR rate multiplied by the quantity of PTR scheduled by Transporter from each point of receipt to the corresponding point of delivery, as determined by the quantity and routing nominations scheduled by Shipper; and
- (b) If applicable, the monthly bill for service shall include any New Facilities Charge, any Incidental Charges, any Fuel and Losses Charge, any cashout of imbalance payment, and any other applicable surcharges as shown in the Summary of Rates and Charges of Transporter's FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. The General Terms and Conditions specified in Volume Number 1 of Transporter's FERC Tariff are incorporated as part of this Rate Schedule.

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RATE SCHEDULE FS
FIRM STORAGE SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule is available for the provision by Tennessee Gas Pipeline Company, L.L.C. (hereinafter called Transporter) of natural gas storage service to any shipper (hereinafter called Shipper):
- (a) which has an executed gas storage contract with Transporter for service under Rate Schedule SS-S as of August 1, 1992; or
 - (b) which has satisfied the conditions for qualification for service set forth below and which has executed Storage Service Agreement with Transporter providing for storage service under this Rate Schedule and designating (1) as Shipper's Maximum Storage Quantity the maximum total amount of gas which shall be accepted for the account of Shipper, and (2) as Shipper's Maximum Daily Withdrawal Quantity the maximum daily storage quantity which Transporter is obligated to redeliver to Shipper; or
- 1.2 Shippers within category 1.1(a) will not (a) incur reductions in the firm entitlements established in their gas storage contracts under Rate Schedule SS-S as a result of receiving service under this FS Rate Schedule, or (b) be subject to pregranted abandonment with respect to the service originally contracted under those rate schedules.
- 1.3 This rate schedule is available to Shipper's within category 1.1 (b) when Transporter has determined that it has sufficient available and uncommitted capacity beyond that required for Transporter's existing contract storage, delivery, and load management services to perform the firm storage service requested by Shipper.
- 1.4 A Shipper under this Rate Schedule is responsible for arranging for separate transportation of its gas to and from its applicable FS Service Point(s). Shipper shall designate, prior to the month of service, a contract for firm transportation of quantities withdrawn under Conditional Deliverability entitlements defined in Section 3.4.

2. QUALIFICATION FOR SERVICE

- 2.1 Subject to the conditions set forth in Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will evaluate any complete, valid request for service under Rate Schedule FS.
- 2.2 All Shippers requesting firm storage service must execute a Storage Service Agreement in accord with Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 Storage Service rendered by Transporter under this Rate Schedule shall consist of:
- (a) The receipt of gas which has been delivered on behalf of Shipper at the FS Service Point, as defined below, in cumulative quantities (net of withdrawals) up to the Maximum Storage Quantity and at daily rates up to the Maximum Daily Injection Quantity;
 - (b) The tender of gas for redelivery by Transporter to Shipper at the FS Service Point at daily rates up to the Maximum Daily Withdrawal Quantity. Shipper's Maximum Daily Withdrawal Quantity shall be augmented by Excess Deliverability quantities stated in the service agreement, subject to the conditions of Section 3.4 below.
- Shippers which have executed gas storage service contracts prior to August 1, 1992 (or their assignees in accordance with Section 1 of Article VI of the General Terms and Conditions) have priority over all subsequently executed storage contracts up to the levels contained in the agreement executed on that date. Such Shippers (assignees) will not incur reductions in their firm entitlements as a result of the execution of subsequent firm storage agreements or changes in this rate schedule or the change to a successor rate schedule.

RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF SERVICE (continued)

3.2 Natural gas receipts and redeliveries by Transporter under this Rate Schedule shall not be subject to curtailment or interruption or discontinuance, except as may be excused in accordance with Article XII of the General Terms and Conditions of the FERC Gas Tariff. Such curtailment or interruption shall be imposed upon Shippers in accordance with Article IV, Section 4 of the General Terms and Conditions of the FERC Gas Tariff. Conditional Deliverability entitlements shall be subject to the conditions of Section 3.4 of this Rate Schedule.

3.3 The quantity of gas in Shipper's FS storage account at any time shall be Shipper's Storage Balance at that time and shall not exceed Shipper's Maximum Storage Quantity ("MSQ"). Transporter shall be ready at all times to redeliver to Shipper and Shipper shall have the right at all times to receive from Transporter natural gas at daily rates up to the Maximum Daily Withdrawal Quantity, provided that the withdrawal quantity equals the FS gas scheduled for transportation pursuant to Shipper's transportation agreements with Transporter or with a third party transporter, as applicable, from the FS Service Point.

Transporter shall accept in any one day for injection into Transporter's underground storage facilities for Shipper's account a quantity of gas equal to Shipper's Maximum Daily Injection Quantity, except as provided in Section 7.1 of this Rate Schedule. Transporter shall withdraw in any one day from Transporter's underground storage facilities for Shipper's account a quantity of gas equal to Shipper's Maximum Daily Withdrawal Quantity as determined in Section 3.4 of this Rate Schedule.

3.4 A shipper electing Conditional Deliverability entitlements shall have Conditional Deliverability stated in its Service Agreement in separate Ratchet 0, I and II quantities. The following conditions shall apply to Shipper's withdrawal rights utilizing Conditional Deliverability.

(a)	Withdrawal Level	Inventory Level
	Ratchet 0	> 30% - 100%
	Ratchet I	> 20% - 30%
	Ratchet II	> 0% - 20%

Inventory level is the ratio of Shipper's Storage Balance to Shipper's Maximum Storage Quantity.

(b) Shipper shall maintain a minimum Storage Balance greater than or equal to 15% of its Maximum Storage Quantity from November 1 to March 1. Customers withdrawing below the minimum Storage Balance prior to March 1 of each calendar year will be automatically charged an overrun withdrawal rate per DTH beneath the limit. In the event that Transporter calls a Critical Day or issues an Action Alert pursuant to Article X of the General Terms and Conditions, a Shipper will be penalized \$25.00 per DTH on further withdrawals below the minimum that are not authorized. In the event that Transporter calls a Balancing Alert pursuant to Article X of the General Terms and Conditions, a Shipper will be penalized \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm on further withdrawals below the minimum that are not authorized. Regional Spot Price means the highest spot price published in Natural Gas Intelligence for the day(s) on which, and for the region(s) in which, the Balancing Alert is in effect; provided that if the Balancing Alert is in effect on days on which no Natural Gas Intelligence is published, the applicable price(s) reflected in the most recently published Natural Gas Intelligence shall be used in assessing the charge. However, to the extent the overruns are explicitly authorized by Transporter, both the authorized overrun charge and the applicable \$25.00 per DTH penalty or the \$15.00 per DTH penalty plus the applicable Regional Daily Spot Price penalty will be waived.

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RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF SERVICE (continued)

3.4 (c)

Conditional deliverability may be transported under a specifically designated service agreement under Rate Schedule FT-A, FT-G or FT-GS. All injections and withdrawals can be transported under existing firm agreements up to the TQ stated in the agreement. Such quantities shall have the same curtailment status as transportation to primary delivery points from primary receipt points. Available authorized overrun service under the designated transportation agreement may be used to transport conditional deliverability subject to the scheduling restrictions contained in Article IV of the General Terms and Conditions. Any authorized overrun activity is subject to restriction without prior notice by Tennessee. Designations shall be made on a monthly basis but can be revised during the month to respond to changes in Shipper's operational requirements upon one day prior notice.

4. DEFINITIONS

- 4.1 Maximum Storage Quantity (MSQ) is the maximum quantity of storage gas the Shipper is permitted to have in storage at any time as specified in the executed Service Agreement, which shall not be less than thirty (30) nor more than three hundred sixty-five (365) times Shipper's Maximum Daily Withdrawal Quantity exclusive of shipper's conditional deliverability.
- 4.2 Storage Balance is the quantity of gas in Shipper's storage account at any time under the FS rate schedule.
- 4.3 Maximum Daily Injection Quantity (MDIQ) shall be equal to one-one hundred and fiftieth (1/150th) of the Shipper's Maximum Storage Quantity as specified in the Shipper's executed Service Agreement.
- 4.4 Maximum Daily Withdrawal Quantity (MDWQ) shall be as specified in the Shipper's executed Service Agreement. Conditional Deliverability quantities shall be separately stated in the Service Agreement but shall be treated as part of the Maximum Daily Withdrawal Quantity. Shipper's Deliverability charge will be based on its MDWQ, inclusive of its Conditional Deliverability quantities.
- 4.5 FS Service Point means either Transporter's compressor station 40, Transporter's main line valve 121, Transporter's compressor station 313, or Transporter's compressor station 87, as specified in the FS Service Agreement.

RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

5. RATES AND CHARGES

5.1 For each month of the year, Shipper shall pay Transporter the sum of the following charges applicable to the FS Service Point in Shipper's FS Service Agreement:

- (a) Deliverability Charge - A Deliverability Charge which shall be equal to the applicable Deliverability Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the Maximum Daily Withdrawal Quantity provided for in the FS Service Agreement.
- (b) Space Charge - A Space Charge which shall be equal to the applicable Space Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the Maximum Storage Quantity provided in the FS Service Agreement.
- (c) Injection and Withdrawal Charge - An Injection Charge which shall be equal to the applicable Injection Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the quantity scheduled by Shipper in that month for injection and delivered to the FS Service Point; and a Withdrawal Charge which shall be equal to the Withdrawal Rate After Current Adjustment shown in the Summary of Rates and Charges in Transporter's effective Tariff multiplied by the quantity designated by Shipper in that month for withdrawal from Transporter's underground storage facilities for delivery to Shipper.
- (d) Fuel and Losses - Shipper shall deliver to the FS Service Point the quantity of gas specified for Fuel and Losses associated with this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to the quantity of gas designated by Shipper for injection into Transporter's underground storage facilities for Shipper's account multiplied by the applicable Fuel and Loss retention percentage shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.
- (e) Electric Power Costs - A EPCR Charge which shall be equal to the applicable EPCR Charge shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff multiplied by the quantity scheduled by Shipper in that month for injection and delivered to the FS Service Point.
- (f) Overrun Charge - A Shipper may be subject to Overrun Charges pursuant to Section 7 below.
- (g) Incidental Charges - In addition to the charges listed in Sections 5.1(a)-(f) of this Rate Schedule, Transporter shall charge Shipper an amount to recoup any FERC filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder. Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the executed FS Service Agreement.

5.2 The rates charged by Transporter for all gas injected into, held in, or withdrawn from storage under this FS Rate Schedule are the applicable maximum FS rates set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff provided, however, Transporter has the right at any time and from time to time to adjust the rate applicable to any service, upon notice to Shipper, to any level not less than the minimum rates or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event that Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the FS Service Agreement, said rate will be set forth in the FS Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma service agreement applicable to this Rate Schedule FS.

5.3 Monthly Bill

The Monthly Bill for each month shall consist of the sum of all charges set forth in Section 5 of this Rate Schedule and any other applicable surcharges shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff.

RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

5. RATES AND CHARGES (continued)

- 5.4 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

6. EXCUSE OF PERFORMANCE

- 6.1 If Transporter fails to tender for delivery or schedule on any one or more days the quantity of natural gas which Shipper has nominated for receipt at the FS Service Point, up to the maximum quantity which Transporter is obligated by the FS Service Agreement to deliver to Shipper, then the charges as otherwise computed hereunder shall be reduced by an amount equal to:

$$(\text{Nominated Volumes} - \text{Tendered Volumes}) \times (\text{Deliverability Rate After Current Adjustment} \times (12 \times \text{MDWQ}) / \text{MSQ}),$$
 provided, however, that when Transporter has given advance notice of the unavailability of service, the Nominated Volumes used in the above formula shall be the lesser of the volumes nominated by Shipper for the Gas Day or the average of the immediately preceding seven (7) day's daily quantities nominated.

If Transporter's failure to perform is due to a force majeure event as set forth in Article XII of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above for failure occurring within the earlier of:

- a) ten (10) days following a force majeure event under Article XII of this Tariff; or
- b) the date Transporter should have, in the exercise of due diligence, overcome the force majeure event, if earlier than the period set forth above in (a).

7. AUTHORIZED OVERRUNS

- 7.1 Injection/Withdrawal Quantities - Upon request of Shipper, Transporter may receive or redeliver quantities of gas in excess of Shipper's MDIQ or MDWQ under this Rate Schedule if, in Transporter's sole judgment, operating conditions permit such overrun ("Authorized Overruns") provided, however, that in no event is Shipper allowed to withdraw gas in excess of Shipper's Storage Balance at the time of the request, nor inject gas in excess of Shipper's Maximum Storage Quantity.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overrun injections or withdrawals must be nominated through Transporter's Interactive Website.

Any service interruption associated with Authorized Overruns will be scheduled in accordance with Article IV, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Shipper shall pay Transporter the applicable Authorized Overrun Charge as set forth herein on all Authorized Overrun volumes in excess of the applicable daily quantity; provided that Authorized Overrun Charges shall not apply to that portion of a Shipper's Authorized Overrun injection volumes that when combined with Shipper's firm injection nominations at the FS Service Point do not exceed Shipper's Maximum Daily Withdrawal Quantity. Provided further that if the quantities in excess of Shipper's MDIQ or MDWQ were scheduled in order to make up for prior interruptions in firm services pursuant to Article IV, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and to the extent that Shipper did not receive deliverability charge credits with respect to those quantities, then Shipper will not be assessed an Authorized Overrun Charge with respect to those quantities.

RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

7. AUTHORIZED OVERRUNS (continued)

- 7.2 Storage Quantities - Transporter shall provide notice to Shipper in the event that Shipper's Storage Balance falls below ten percent of Shippers Maximum Storage Quantity. To the extent that Shipper withdraws amounts in excess of Shipper's then current Storage Balance, such excess amounts shall be charged the maximum applicable loan rate under Rate Schedule PAL for each day that the Shipper's Storage Balance is negative. If the Shipper's Storage Balance is still negative at the end of the month, then the amounts overdrawn shall be deemed as a purchase of Transporter's inventory at the weekly spot price corresponding to the days that the excess withdrawals occurred for the month as published in Natural Gas Intelligence. Injections in excess of a Shipper's Maximum Storage Quantity shall be treated as service under Rate Schedule IS.

8. TRANSFER OF GAS IN-PLACE

- 8.1 Shipper may transfer all or a portion of its Storage Balance to Transporter, another party or to its other storage account(s) on a daily basis provided that Shipper has all necessary authority to sell the gas, and that (a) the transferee of the storage account(s) has a storage service agreement with Transporter under Rate Schedules FS or IS with the same injection and withdrawal point as Shipper's FS Service Point, (b) transferee acknowledges transfer of the gas, and (c) Shipper's and transferee's transportation service agreements to move gas to storage are under Rate Schedules FT-A, FT-G or IT.
- 8.2 In addition, in the event Shipper owns gas in a storage field(s) jointly owned by Transporter and a third party storage provider, Shipper may transfer that gas from Shipper's account under its storage contract with the third party storage provider to Shipper's account with Transporter or vice-versa if each of the following conditions are met: (a) such a transfer is operationally feasible as determined by Transporter; (b) the third party storage provider consents to the transfer; (c) all affected storage fields are jointly owned by Transporter and the same third party storage provider and Shipper has a storage contract with the third party storage provider covering storage at all affected storage fields; and (d) Shipper's transportation service agreement(s) to move gas to storage on Transporter are under Rate Schedules FT-A, FT-G or IT.
- 8.3 Transfer of inventory to another storage shipper or as payback to Transporter shall not constitute a withdrawal for purposes of the limits on Conditional Deliverability entitlements.
- 8.4 No later than the effective date of the proposed in-place transfer, the Shipper and transferee will notify Transporter of the proposed in-place transfer. Notification will be via Transporter's Interactive Website during business hours and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, the FS Service Point into which the gas was injected, and a statement that the conditions of section 8.1 have been met. Such notice through Transporter's Interactive Website shall be followed by Transporter's confirmation via its Interactive Website of its acceptance of any proposed transfer. Title transfer of FS gas will be effective on the date communicated in Transporter's confirmation.

9. ONE-TIME INVENTORY CHARGE

All Shippers electing new storage service or electing to increase their Maximum Storage Quantities pursuant to the service election procedures in Docket No. RS92-23, exclusive of those Shippers who effect an increase in their Maximum Storage Quantities through an assignment of capacity from another Shipper, shall pay Transporter a one-time charge. For each such Shipper, the charge shall equal to 98% of the increase in its Maximum Storage Quantity multiplied by the sum of the last effective commodity rate after adjustment under the Rate Schedule CD for the applicable zone and \$2.59.

The inventory cost shall be computed as of the date of Shipper's increase in its Maximum Storage Quantity and Shipper's Storage Balance shall be increased commensurately and concurrently. Shipper shall pay this one-time charge on the next billing date following the increase in its Maximum Storage Quantity.

RATE SCHEDULE FS
FIRM STORAGE SERVICE (continued)

10. WARRANTY OF TITLE TO GAS AND OTHER WARRANTIES

- 10.1 Shipper warrants that it will have good title to all gas delivered to Transporter at the time of such delivery for injection, free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claims of any or all persons to said gas prior to receipt of said gas by Transporter for Shipper's account and after delivery of said gas by Transporter to or for Shipper's account.
- 10.2 Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any and all persons to the natural gas during its storage hereunder by Transporter for Shipper.

11. TERMINATION OF CONTRACT

Shipper must withdraw or transfer its Storage Balance on or before the date of expiration of its FS Service Agreement. To the extent that Shipper fails to dispose of its entire Storage Balance, Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter. However, to the extent Shipper nominates in accordance with the terms of its contract to effectuate such removals and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.

Service shall not cease upon the expiration of an FS Service Agreement of a Shipper whose original service agreement contained a waiver of pregranted abandonment until the effective date of abandonment as specified by order of the FERC.

12. The General Terms and Conditions of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any party (hereafter Shipper) to the extent that:
- (a) storage capacity is available as determined by Transporter from time to time; and
 - (b) the Shipper enters into an Interruptible Storage Service (IS) Agreement (Service Agreement) with Transporter pursuant to section 2 below.
- 1.2 For the purpose of determining availability of service in processing requests for IS service, Transporter will not be required to grant any such request for interruptible storage:
- (a) that could interfere with efficient or effective operation of its system or with service to firm customers;
 - (b) that would require construction, modification, expansion, or acquisition of facilities; provided, however, that Transporter may agree to construct, modify, expand, or acquire facilities to perform such service; or
 - (c) if Transporter determines that Shipper is not creditworthy under Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 Shipper is responsible for arranging for the separate transportation of its gas to and from its IS Service Point(s).

2. QUALIFICATION FOR SERVICE

- 2.1 Subject to the conditions set forth in Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will accept any complete, valid request for service under Rate Schedule IS.
- 2.2 In accord with Article XXVI of the General Terms and Conditions, after processing Shipper's request, Shipper will be provided a Service Agreement reflecting the service requested. In the event the Service Agreement is not executed by Shipper within 30 days of Transporter tendering the agreement, the Service Agreement and storage service request will be null and void.

3. APPLICABILITY AND CHARACTER OF IS SERVICE

- 3.1 The IS rate schedule applies to all interruptible storage service rendered pursuant to an executed Service Agreement providing for a Maximum Storage Quantity (MSQ). IS service will only be available to the extent that injection, storage, and withdrawal capacity is not required to satisfy Transporter's firm obligations under its firm rate schedules or to otherwise ensure efficient and effective operations.
- 3.2 IS service may be interrupted whenever necessary for Transporter to serve a higher priority customer, to maintain service quality, or to maintain efficiency, flexibility, and integrity of its system. Transporter, in its reasonable discretion, may interrupt service if it deems such interruption necessary due to operating conditions and system requirements or to ensure that Transporter can render services to its other customers in accordance with priorities set out in section 7 below.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF IS SERVICE (continued)

- 3.3 Transporter may at any time notify Shipper of an interruption pursuant to sections 3.1 and 3.2 above, in which event Shipper must immediately cease deliveries to or receipts of IS gas from Transporter, in whole or in part, as directed by Transporter. Additionally, Transporter may require Shipper to withdraw all, or any portion, of its Storage Inventory. If Shipper is required by Transporter to withdraw IS gas, Shipper, within 24 hours of notice from Transporter, shall withdraw and receive under a transportation agreement such gas at a minimum daily rate of 11.11 percent of the required withdrawals unless otherwise agreed to by Transporter. Such withdrawals shall not be avoided by transferring gas under Section 10, unless such transfer is to a FS Shipper; provided that the transfer cannot be effected if it will cause the FS Shipper to exceed the Maximum Storage Quantity under its FS Service Agreement. To the extent that Transporter is unable to schedule receipt of the IS withdrawal gas from Shipper's IS service point within the ten day period allotted for such withdrawal, the period will be extended accordingly.
- 3.4 In the event that Transporter is able to schedule receipt of IS gas that Transporter requires Shipper to withdraw and Shipper fails to withdraw it within the ten day period (or other period agreed to by Transporter), Transporter will take title to such IS storage inventory that Shipper was instructed to withdraw, at no cost to Transporter, free and clear of any adverse claims and shall be held harmless from any claims resulting from the Shipper's forfeiture of this gas.
- 3.5 The value of any gas forfeited by Shippers under Sections 3.3 and 3.4 above will be credited to cashout activity as specified in Section 7(f) of Rate Schedule LMS-MA. The value credited will be commensurate to the cashout as determined in accordance with the procedures established in Rate Schedule LMS-MA for the month in which the forfeiture occurred.
- 3.6 Transporter's notice to Shipper to interrupt service may be oral and will be confirmed by email or posting on Transporter's Interactive Website.
- 3.7 Transporter will receive Shipper's quantities of gas and inject them, less applicable fuel, into storage in accordance with Section 5 of this rate schedule for the Shipper's account. Transporter will withdraw from storage for Shipper, in accordance with Section 6 of this rate schedule, quantities of gas from Shipper's storage inventory and deliver such quantities to or for the Shipper's account. Such injections, storage, and withdrawals are fully interruptible.
- 3.8 Transporter may curtail service to any Shipper who is delinquent in payments under the IS Service Agreement, effective 15 days following written notice by Transporter.
- 3.9 Transporter is free to contract at any time with other parties for new storage service (whether firm or interruptible) without liability for any resulting interruption or reduction of service hereunder. Shipper indemnifies and holds Transporter harmless from and against any and all losses, damages, or expenses of every kind and character which Transporter or Shipper may suffer, sustain or be liable for as the result of any interruption or reduction of service pursuant to this Rate Schedule IS.

4. DEFINITIONS

- 4.1 Maximum Storage Quantity (MSQ) is the maximum quantity of storage gas the Shipper is permitted to have in storage at any time as specified in the executed Service Agreement.
- 4.2 Storage Inventory is the quantity of gas in storage at any time under the Rate Schedule IS for the Shipper's account.
- 4.3 IS Service Point will be Transporter's compressor station 40, Transporter's main line valve 121, or Transporter's compressor station 313, as specified in the Service Agreement for Rate Schedule IS.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE (continued)

5. INJECTION PROVISIONS

- 5.1 Unless otherwise interrupted, for any day during which Shipper wishes to inject gas under this rate schedule, Shipper must nominate to Transporter the quantity of gas to be injected into storage at the IS Service Point in the Service Agreement. Under no circumstances can this quantity exceed the amount scheduled for delivery under the Shipper's transportation agreements to the selected IS Service Point. Any injections or transfers of gas to a Storage Account under this Rate Schedule shall be counted as Shipper's daily balance for a period of no less than one day.
- 5.2 From time to time, Transporter may request that the Shipper provide an estimate of monthly injections for the upcoming month. Such estimates must be provided in writing by the 15th day following Transporter's request.
- 5.3 In the event that Transporter determines that IS injection nominations at a given IS Service Point on any day exceed Transporter's capability to provide such service, service will be scheduled/interrupted in accordance with section 7 below.

6. WITHDRAWAL PROVISIONS

- 6.1 Unless otherwise interrupted, for any day during which Shipper wishes to withdraw gas under this rate schedule, Shipper must nominate the quantity of gas to be withdrawn from storage and specify the IS Service Point from which it is to be delivered to Transporter. Withdrawals may only occur from the IS Service Point at which Shipper's IS gas was received by Transporter. The requested withdrawal quantity must equal the amount scheduled for transportation, pursuant to the Shipper's transportation agreements with Transporter or with a third party transporter, as applicable, from the IS Service Point.
- 6.2 From time to time, Transporter may request that the Shipper provide an estimate of monthly withdrawals for the upcoming month. Such estimates must be provided in writing by the 15th day following Transporter's request.
- 6.3 In the event that Transporter determines that IS withdrawal nominations at a given IS Service Point on any day exceed Transporter's capability to provide such service, service will be scheduled/interrupted in accordance with section 7 below.
- 6.4 To the extent Shipper withdraws amounts in excess of Shipper's then current Storage Inventory, such excess amounts shall be charged the maximum applicable loan rate under Rate Schedule PAL for each day that the Shipper's Storage Balance is negative. If the Shipper's Storage Balance is still negative at the end of the month, then the amounts overdrawn shall be deemed as a purchase of Transporter's inventory at the weekly spot price corresponding to the days that the excess withdrawals occurred for the month as published in Natural Gas Intelligence.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE (continued)

7. PRIORITY OF SERVICE AND CURTAILMENT

- 7.1 Service hereunder shall have an interruptible priority as set forth in Article IV Section 3 of the General Terms and Conditions. Service will be scheduled on a daily or other periodic basis as necessary for Transporter to ensure service to its customers in accordance with the above priority and to meet operational requirements of Transporter's system.
- 7.2 In the event that Transporter has insufficient capability to receive and inject into storage at a given IS Service Point all quantities of IS gas requested by Shippers to be injected into storage on any day, then Transporter will schedule injections at that point among such Shippers based first on the Storage Charge payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates; and in the event more than one Shipper is paying a given Storage Charge, then service interruption will be allocated pro rata based on each Shipper's share of scheduled nominations for that Service Point at the time of curtailment; provided, however, that the injection quantity must equal the quantity scheduled for delivery to that IS Service Point.
- 7.3 In the event that Transporter has insufficient capability to withdraw from storage all quantities of IS gas requested by Shippers to be withdrawn from storage at a given IS Service Point on any given day, then Transporter will schedule withdrawals at that point among such Shippers based first on the Storage Charge payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates; and, in the event more than one Shipper is paying a given Storage Charge, then service interruption will be allocated pro rata among affected Shippers based on scheduled withdrawal nominations at the time of curtailment; provided, however, that a Shipper's withdrawal quantity must equal the IS quantity scheduled for receipt from that IS Service Point.
- 7.4 To the extent that interruption of this storage service is required to satisfy Transporter's firm storage obligations, to accommodate firm obligations under its firm rate schedules, or to meet operational requirements, Transporter will allocate the necessary interruption of IS storage service based first on the Storage Rate payable, such that Shippers who pay higher rates are curtailed after those who pay lower rates. If there is more than one Shipper with the same Storage Rate payable, any service interruption will be allocated pro rata among affected Shippers based on the ratio a Shipper's storage inventory at the time of curtailment bears to the total of all affected Shippers' storage inventories. This assessment will be based on Transporter's best available information at the time of curtailment.

RATE SCHEDULE IS
 INTERRUPTIBLE STORAGE SERVICE (continued)

8. RATES AND CHARGES

8.1 The applicable maximum per Dth rates are those set forth in the Summary of Rates and Charges applicable to the IS Service Points. The charges cover only interruptible storage service. Shipper shall pay the following charges:

(a) Storage Charge - A monthly Storage Charge which shall be equal to:

Storage Rate After Current Adjustment (\$/Dth)	X	Monthly Weighted Average Daily Balance (Dth)
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The daily balance shall be determined by adding the Storage Balance as of the beginning of each Gas Day and the injections or transfers to the Storage Account for that Gas Day.

(b) Injection and Withdrawal Charge - An Injection Charge which shall be equal to:

Injection Rate After Current Adjustment (\$/dth)	X	Daily Scheduled Injection Quantities (dth)
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A Withdrawal Charge which shall be equal to:

Withdrawal Rate After Current Adjustment (\$/dth)	X	Daily Scheduled Withdrawal Quantities (dth)
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(c) Fuel and Losses - Shipper shall furnish the quantity of gas required for Fuel and Losses associated with rendering storage service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Losses shall be equal to:

Quantity of Gas Scheduled for Injection	X	Applicable F&LR Adjustment
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(d) Electric Power Costs - A EPCR Charge which shall be equal to the applicable EPCR Charge shown in the Summary of Rates and Charges in Transporter's FERC Gas Tariff multiplied by the quantity scheduled by Shipper in that month for injection.

(e) Incidental Charges - In addition to the other charges listed in this section, Transporter shall charge Shipper an amount to recoup any FERC filing or similar fees not previously paid by Shipper which Transporter incurs in rendering service for Shipper hereunder ("Incidental Charges"). Transporter shall not use the amounts so collected either as revenues or costs in establishing its general system rates. The applicable Incidental Charges shall be stated in the IS Service Agreement.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE (continued)

8. RATES AND CHARGES (continued)

- 8.2 The rates charged by Transporter for all gas injected into, held in, or withdrawn from storage under this IS Rate Schedule are the applicable maximum IS rates set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided, however, upon notice to Shipper, Transporter has the right at any time and from time to time to adjust the rate applicable to any service to any level not less than the minimum rates or more than the maximum rates established for this Rate Schedule and set forth in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff. In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the IS Service Agreement, said rate will be set forth in the applicable IS Service Agreement. Transporter shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 3.1 of the pro forma service agreement applicable to this Rate Schedule IS.
- 8.3 Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect. Transporter shall make any filings at the FERC necessary to effectuate a Negotiated Rate.

9. WARRANTY OF TITLE TO GAS AND OTHER WARRANTIES

- 9.1 Shipper warrants that it will have good title to all gas delivered to Transporter at the time of such delivery for injection, free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claims of any or all persons to said gas prior to receipt of said gas by Transporter for Shipper's account and after delivery of said gas by Transporter to or for Shipper's account.
- 9.2 Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any and all persons to the natural gas during its storage hereunder by Transporter for Shipper.
- 9.3 Pursuant to section 3.4, Shipper specifically indemnifies Transporter from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from the forfeiture of gas which Shipper was instructed to withdraw and was able to schedule for transportation during the ten day extraction period (or other period agreed to by Transporter), but failed to do so.

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE (continued)

10. TRANSFER OF GAS IN-PLACE

- 10.1 Except as provided in Section 3.3 of this Rate Schedule, Shipper may transfer a portion of Shipper's Storage Inventory on a daily basis to Transporter, another party or to its other storage account(s) provided that Shipper has all necessary authority to sell the gas; and that (a) the transferee of the storage account(s) has a storage service agreement with Transporter under Rate Schedules FS or IS with the same injection and withdrawal point as Shipper's IS Service Point, (b) transferee acknowledges transfer of the gas; and (c) Shipper's and transferee's transportation service agreements to move gas to storage are under the Rate Schedules FT-A, FT-G or IT.
- 10.2 In addition, in the event Shipper owns gas in a storage field(s) jointly owned by Transporter and a third party storage provider, Shipper may transfer that gas from Shipper's account under its storage contract with the third party storage provider to Shipper's account with Transporter or vice-versa if each of the following conditions are met: (a) such a transfer is operationally feasible as determined by Transporter; (b) the third party storage provider consents to the transfer; (c) all affected storage fields are jointly owned by Transporter and the same third party storage provider and Shipper has a storage contract with the third party storage provider covering storage at all affected storage fields; and (d) Shipper's transportation service agreements to move gas to storage are under Rate Schedules FT-A, FT-G or IT.
- 10.3 No later than the effective date of the proposed in-place transfer, the Shipper and the transferee will notify Transporter of the proposed in-place transfer. Notification will be via Transporter's Interactive Website and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, the IS Service Point into which the gas was injected, and a statement that the conditions of section 10.1 have been met. Such notification by Transporter's Interactive Website shall be followed by Transporter's confirmation via Transporter's Interactive Website of its acceptance of any proposed transfer. Title transfer of the IS gas will be effective on the date communicated in Transporter's confirmation.

11. TERMINATION OF CONTRACT

Shipper must withdraw its Storage Balance on or before the expiration of its storage contract. If Shipper fails to withdraw its entire Storage Balance or fails to transfer such Storage Balance prior to the expiration of its contract, then Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter. However, to the extent Shipper nominates in accordance with the terms of its contract to effectuate such removals and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.

12. GENERAL TERMS AND CONDITIONS

All of Transporter's General Terms and Conditions are incorporated as part of this Rate Schedule.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for the provision by Transporter of natural gas storage service on a firm basis to any Shipper, provided that:

- (a) Transporter has determined that it has sufficient available and uncommitted storage, injection, withdrawal, receipt and delivery capacity beyond that required for Transporter's existing contract storage, delivery, and load management services to perform the firm storage service requested by Shipper;
- (b) Shipper has satisfied the conditions for qualification for service set forth below and has executed Storage Service Agreement with Transporter providing for storage service under this Rate Schedule; and
- (c) Shipper accepts responsibility for arranging for separate transportation of its gas to and from the FS-F Service Point.

2. QUALIFICATION FOR SERVICE

- 2.1 All Shippers requesting firm storage service under this Rate Schedule must qualify pursuant to Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 2.2 All Shippers requesting firm storage service under this Rate Schedule must execute a Storage Service Agreement in accord with the provisions of Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Firm Storage Service rendered by Transporter under this Rate Schedule shall consist of:

- (a) The receipt of gas which has been delivered on behalf of Shipper at the FS-F Service Point, in cumulative quantities (net of withdrawals) up to Shipper's MSQ and at daily rates up to Shipper's MDIQ, subject to any applicable injection ratchets;
- (b) The tender of gas for redelivery by Transporter to Shipper at the FS-F Service Point at daily rates up to Shipper's MDWQ, subject to any applicable withdrawal ratchets, provided that Shipper's Storage Balance is no less than the quantity of gas nominated for withdrawal on such day and provided further that the quantity of gas scheduled for withdrawal equals the FS-F gas scheduled for transportation under Shipper's or a third party's transportation agreement(s) with Transporter from the FS-F Service Point.
- (c) Transporter shall receive gas delivered on behalf of Shipper and/or tender gas for redelivery to Shipper at the FS-F Service Point on a firm basis.

3.2 The quantity of gas in Shipper's FS-F storage account at any time shall be Shipper's Storage Balance at that time and shall not exceed Shipper's MSQ. To the extent that on any Gas Day, Shipper withdraws amounts of gas in excess of Shipper's then current Storage Balance, Transporter shall provide notice to Shipper of such event and such excess amounts shall be charged the maximum applicable loan rate under Rate Schedule PAL for each day that the Shipper's Storage Balance is negative. If the Shipper's Storage Balance is still negative at the end of the month, then such excess amounts shall be deemed as a purchase of Transporter's inventory at a price equal to 150% of the highest weekly spot price for such month applicable to the Tennessee Line 800 Receipt Region. To the extent that on any Gas Day, Shipper injects amounts of gas in excess of Shipper's MSQ, Transporter shall provide notice to Shipper of such event and such excess amounts shall be charged the maximum applicable park rate under Rate Schedule PAL for each day that the Shipper's Storage Balance exceeds Shipper's MSQ. If the Shipper's Storage Balance still exceeds Shipper's MSQ at the end of the month, then such excess amounts shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF SERVICE (continued)

3.3 Authorized Overruns

Upon request of Shipper for injection and/or withdrawal overrun service, Transporter may receive or redeliver quantities of gas in excess of Shipper's MDIQ or MDWQ under this Rate Schedule if, in Transporter's sole judgment, operating conditions permit such overrun ("Authorized Overruns") provided, however, that in no event is Shipper allowed to withdraw gas in excess of Shipper's Storage Balance at the time of the request, nor inject gas in excess of Shipper's MSQ.

NAESB Standard 1.3.19 states: Overrun quantities should be requested on a separate transaction. Therefore, all Shipper requests for Authorized Overrun injections or withdrawals must be nominated through Transporter's Interactive Website.

Any service interruption associated with Authorized Overruns will be scheduled in accordance with Article IV, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Shipper shall pay Transporter the mutually agreed Authorized Overrun Charge as set forth in Shipper's Storage Service Agreement.

3.4 Firm Injection Service Options

Shippers requesting firm storage service under this Rate Schedule may elect one of the three (3) firm injection service options described below:

- (a) Class A Service Option (Service with Standard Firm Injection Rights): The Class A Service Option under this Rate Schedule provides Shipper with firm injection rights at the FS-F Service Point (up to Shipper's MDIQ, subject to any applicable injection ratchets) each day during the term of Shipper's Storage Service Agreement.
- (b) Class B Service Option (Service with Limited Firm Injection Rights): The Class B Service Option under this Rate Schedule provides Shipper with firm injection rights at the FS-F Service Point (up to Shipper's MDIQ, subject to any applicable injection ratchets) for a specified number of days during each Annual Contract Period ("Firm Injection Days") for the term of Shipper's Storage Service Agreement. The firm injection rights available to a Shipper electing this service option ("Class B Shipper") rely in part or in whole on the firm injection rights available to a related set of Class C Shipper(s). A Class B Shipper shall have the right to nominate at the FS-F Service Point, on any day and on a firm basis, quantities of gas for injection, provided that the cumulative number of days the Class B Shipper nominates such quantities of gas for injection on a firm basis during each Annual Contract Period do not exceed the Firm Injection Days set forth in the Class B Shipper's Storage Service Agreement. Each time the Class B Shipper submits a nomination(s) for firm injection service to Transporter for a Gas Day (regardless of whether such nomination is for the Timely, Evening, Intraday or Hourly Nomination Cycle) and such nomination(s) is confirmed and scheduled by Transporter in conformance with the scheduling provisions set forth in Article IV, Section 2 (including adjustments to gas flows pursuant to Section 2(d)) of the General Terms and Conditions of the FERC Gas Tariff, the Class B Shipper shall be deemed to have utilized one of its Firm Injection Days during the applicable Annual Contract Period. Transporter shall provide notice to the Class B Shipper of the number of remaining Firm Injection Days available to shipper during each applicable Annual Contract Period. Transporter shall have no obligation to schedule the Class B Shipper's nominations on a firm basis once such shipper has utilized all of its Firm Injection Days during the applicable Annual Contract Period. Any remaining Firm Injection Days not used by the Class B Shipper by the end of the applicable Annual Contract Period shall expire and will not be available for use by that shipper in any subsequent Annual Contract Period(s). A Class B Shipper shall be permitted to release its rights to service to a Class B replacement shipper(s), on a temporary or permanent basis, subject to the conditions set forth in Article VI, Section 2 of the General Terms and Conditions of the FERC Gas Tariff; provided however, that a Class B Shipper desiring to release its firm injection rights, may do so, only if such release is for its full MDIQ and is subject to the same limitations on firm injection rights (i.e. number of Firm Injection Days) as the releasing contract.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE (continued)

3. APPLICABILITY AND CHARACTER OF SERVICE (continued)

3.4 Firm Injection Service Options (continued)

- (c) Class C Service Option (Service with Firm Injection Rights Subject to Interruption): The Class C Service Option under this Rate Schedule provides Shipper with firm injection rights at the FS-F Service Point (up to Shipper's MDIQ, subject to any applicable injection ratchets) each day during the term of Shipper's Storage Service Agreement, except for a specified number of days during each Annual Contract Period which, upon notice by Transporter to Shipper, are subject to interruption ("Interruption Days"). The firm injection rights of a Shipper electing this service option ("Class C Shipper") that may be subject to interruption during the Interruption Days will be used by Transporter to provide firm injection service to a related Class B Shipper during the Firm Injection Days. A Class C Shipper shall have the right to nominate at the FS-F Service Point, on any day and on a firm basis, quantities of gas for injection, provided that Transporter, upon notice to the affected Class C Shipper(s), has the right to not schedule such shipper's service nominations on any day, to the extent that the scheduling of such quantities of gas would prevent Transporter from scheduling the firm injection nominations of a related Class B Shipper. To the extent that two or more Class C Shipper contracts are utilized to support a related Class B Shipper firm injection needs, any curtailment of the Class C Shippers' nominations required to schedule the firm injection nominations of a related Class B Shipper, shall be allocated to the relevant Class C Shippers on a pro-rata basis based on the MDIQ's of the respective Class C contracts. Transporter's right to not schedule the Class C Shipper(s) injection nomination(s) on a firm basis ("interruption rights") shall be limited during each Annual Contract Period to the number of Interruption Days set forth in the Class C Shipper(s)'s Storage Service Agreement(s); provided further that such interruption rights shall not apply to a Class C Shipper as a result of: (i) any nominations received from a related Class B Shipper for the Intraday 3 Nomination Cycle, (ii) any Intraday Nomination Changes received after the applicable nomination deadline from a related Class B Shipper for the Intraday 1 or 2 Nomination Cycle, or (iii) any Hourly Nomination Changes received from a related Class B Shipper. For each day during the applicable Annual Contract Period that a related Class B Shipper utilizes one of its Firm Injection Days, the related Class C Shipper(s) shall also be deemed to have utilized one of their Interruption Days, even if the Class C Shipper(s) firm service injection nomination(s) is confirmed and scheduled on such day by Transporter in conformance with the scheduling provisions set forth in Article IV, Section 2 of the General Terms and Conditions of the FERC Gas Tariff. Transporter shall provide notice to the Class C Shipper(s) of the number of remaining Interruption Days available to Transporter under the shipper(s)'s contract during each applicable Annual Contract Period. Any remaining Interruption Days not used by Transporter by the end of the applicable Annual Contract Period shall expire and will not be available for use by Transporter in any subsequent Annual Contract Period(s). The Storage Service Agreement of a Class C Shipper shall include, when applicable, a description of the relevant provisions of the related Class B Shipper contract (Contract No., MDIQ, number of Firm Injection Days). A Class C Shipper shall be permitted to release its rights to service to a Class C replacement shipper(s), on a temporary or permanent basis, subject to the conditions set forth in Article VI, Section 2 of the General Terms and Conditions of the FERC Gas Tariff; provided however, that a Class C Shipper desiring to release its firm injection rights, may do so, only if the firm injection rights in the replacement contract are subject to interruption for the same number of Interruption Days as specified in the releasing contract.

3.5 Storage Ratchets

Subject to Transporters' determination that it has the capability to meet a Shipper's request for storage injection and/or withdrawal ratchets and upon mutual agreement on the price for the storage service to be provided pursuant to this Rate Schedule, a Shipper's MDIQ and MDWQ may be subject to reduction based on the current level of Shipper's Storage Balance. Shipper's applicable storage injection and/or withdrawal ratchet levels shall be stated in Shipper's Storage Service Agreement.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE (continued)

4. DEFINITIONS

The following terms when used in this Rate Schedule, the General Terms and Conditions of Transporter's FERC Gas Tariff or in any FS-F Storage Service Agreement, shall be construed to have the following meaning. In the event of any conflict between a defined term set forth in this Rate Schedule (as used herein or in the General Terms and Conditions of Transporter's FERC Gas Tariff or in any FS-F Storage Service Agreement) and a defined term in other Rate Schedules or in the General Terms and Conditions of Transporter's FERC Gas Tariff, the defined term in this Rate Schedule shall govern.

- 4.1 Maximum Storage Quantity (MSQ) shall mean the maximum quantity of storage gas a Shipper is permitted to have in storage at any time as specified in Shipper's executed Storage Service Agreement.
- 4.2 Storage Balance shall mean the quantity of gas in Shipper's storage account at any time under this Rate Schedule.
- 4.3 Maximum Daily Injection Quantity (MDIQ) shall mean the maximum quantity of injection gas as specified in Shipper's executed Storage Service Agreement that Shipper is permitted to nominate for injection and that Transporter is obligated to receive at the FS-F Service Point.
- 4.4 Maximum Daily Withdrawal Quantity (MDWQ) shall mean the maximum quantity of withdrawal gas as specified in Shipper's executed Storage Service Agreement that Shipper is permitted to nominate for withdrawal and that Transporter is obligated to tender for redelivery to Shipper at the FS-F Service Point.
- 4.5 FS-F Service Point shall mean the Storage Pine Prairie meter (meter No. 54628) located on Transporter's 800 Line system as specified in Shipper's executed Storage Service Agreement.
- 4.6 Annual Contract Period shall mean the twelve-month period beginning on April 1st of a calendar year and ending on March 31st of the subsequent calendar year. For Storage Service Agreements where the start date of the contract is other than April 1st and/or the end date of the contract is other than March 31st, the first Annual Contract Period shall mean the period beginning on the start date of the contract and ending on March 31st immediately following the start date of the contract, and the last Annual Contract Period shall mean the period beginning on April 1st immediately preceding the end date of the contract and ending on the end date of the contract.

5. RATES AND CHARGES

- 5.1 For each month of the year, Shipper shall pay Transporter the sum of the following charges:
 - (a) Reservation Withdrawal Charge - A monthly charge for each Dth of Shipper's MDWQ as stated in Shipper's executed Storage Service Agreement.
 - (b) Reservation Injection Charge - A monthly charge for each Dth of Shipper's MDIQ as stated in Shipper's executed Storage Service Agreement.
 - (c) Reservation Space Charge - A monthly charge for each Dth of Shipper's MSQ as stated in Shipper's executed Storage Service Agreement.
 - (d) Withdrawal Charge - A usage charge as stated in Shipper's executed Storage Service Agreement for each Dth of Shipper's gas tendered for withdrawal for each day during a given month.
 - (e) Injection Charge - A usage charge as stated in Shipper's executed Storage Service Agreement for each Dth of Shipper's gas tendered for injection for each day during a given month.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE (continued)

5. RATES AND CHARGES (continued)

5.1

- (f) Overrun Charge - A usage charge as stated in Shipper's executed Storage Service Agreement for each Dth of Authorized Overrun for each day during a given month.
- (g) Fuel and Losses - A usage charge or an in-kind percentage as stated in Shipper's executed Storage Service Agreement for each Dth tendered for injection or withdrawal for each day during a given month.
- (h) Title Transfer Charges - A title transfer charge as stated in Shipper's executed Storage Service Agreement for each Dth of Shipper's Storage Balance transferred in-place pursuant to Section 7 of this Rate Schedule.
- (i) Incidental Charges - In addition to the charges listed in this Section 5.1 above, Shipper shall reimburse Transporter for any FERC filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- (j) Taxes - In addition to the charges listed in this Section 5.1 above, Shipper shall either pay directly to the taxing authority or reimburse Transporter for all applicable taxes, including penalties and interest, as may be assessed against Transporter for Shipper's Storage Balances pursuant to Shipper's executed Storage Service Agreement. Shipper shall reimburse Transporter for such taxes upon invoicing from Transporter pursuant to the terms and conditions set forth in Article VIII of the General Terms and Conditions of the FERC Gas Tariff.

5.2 Monthly Bill

The Monthly Bill for each month shall consist of the sum of all charges set forth in Section 5.1 of this Rate Schedule and in Shipper's executed Storage Service Agreement and all other applicable surcharges set forth in Transporter's FERC Gas Tariff.

6. EXCUSE OF PERFORMANCE

If Transporter fails to tender for delivery or schedule on any one or more days the quantity of natural gas which Shipper has nominated for receipt and/or delivery at the FS-F Service Point, up to the maximum quantity which Transporter is obligated by the executed Storage Service Agreement to deliver to Shipper, then the reservation injection and withdrawal charges as otherwise computed hereunder shall be reduced by an amount equal to:

Reservation Injection Charges:

$(\text{Nominated Volumes} - \text{Tendered Volumes}) \times (\text{Reservation Injection Rate} \times (12 \times \text{MDIQ}) / (\text{MSQ}))$

Reservation Withdrawal Charges:

$(\text{Nominated Volumes} - \text{Tendered Volumes}) \times (\text{Reservation Withdrawal Rate} \times (12 \times \text{MDWQ}) / (\text{MSQ}))$

Provided, however, that when Transporter has given advance notice of the unavailability of service, the Nominated Volumes used in the above formulas shall be the lesser of the volumes nominated by Shipper for the Gas Day or the average of the immediately preceding seven (7) day's daily quantities nominated.

If Transporter's failure to perform is due to a force majeure event as set forth in Article XII of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter will not be obligated to reduce Shipper's charges, in the manner described above for failure occurring within the earlier of:

- (a) ten (10) days following a force majeure event under Article XII of this Tariff; or
- (b) the date Transporter should have, in the exercise of due diligence, overcome the force majeure event, if earlier than the period set forth above in (a).

7. TRANSFER OF GAS IN-PLACE

7.1 Shipper may transfer all or a portion of its Storage Balance to Transporter, another party or to its other storage account(s) on a daily basis provided that Shipper has all necessary authority to sell the gas, and that (a) the transferee of the storage account(s) has a storage service agreement with Transporter under Rate Schedules FS-F with the same injection and withdrawal point(s) as Shipper's FS-F Service Point, (b) transferee acknowledges transfer of the gas, and (c) Shipper's and transferee's transportation service agreements to move gas to/from storage are under Rate Schedules FT-A.

RATE SCHEDULE FS-F
FIRM FLEXIBLE STORAGE SERVICE (continued)

7. TRANSFER OF GAS IN-PLACE

- 7.2 No later than the effective date of the proposed in-place transfer, the Shipper and transferee will notify Transporter of the proposed in-place transfer. Notification will be via Transporter's Interactive Website during business hours and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, and a statement that the conditions of section 7.1 have been met. Such notice through Transporter's Interactive Website shall be followed by Transporter's confirmation via its Interactive Website of its acceptance of any proposed transfer. Title transfer of FS-F gas will be effective on the date communicated in Transporter's confirmation.
- 7.3 For each transfer of gas in-place pursuant to this Section 7, Shipper shall pay Transporter the mutually agreed Title Transfer Charges as set forth in Shipper's Storage Service Agreement.

8. WARRANTY OF TITLE TO GAS AND OTHER WARRANTIES

- 8.1 Shipper warrants that it will have good title to all gas delivered to Transporter at the time of such delivery for injection, free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claims of any or all persons to said gas prior to receipt of said gas by Transporter for Shipper's account and after delivery of said gas by Transporter to or for Shipper's account.
- 8.2 Transporter agrees to indemnify and save Shipper harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any and all persons to the natural gas during its storage hereunder by Transporter for Shipper.

9. TERMINATION OF CONTRACT

Shipper must withdraw or transfer its Storage Balance on or before the date of expiration of its executed Storage Service Agreement. To the extent that Shipper fails to dispose of its entire Storage Balance, Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter. However, to the extent Shipper nominates in accordance with the terms of its contract to effectuate such removals and Transporter is unable to schedule Shipper's nomination, the specified time frame will be extended accordingly.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are incorporated as part of this Rate Schedule.

Sheet Nos. 231 - 245 are Reserved for Future Use.

Rate Schedule LMS - MA
Load Management Service - Market Area

1. Availability

Transporter shall provide a daily swing and monthly balancing service to the following persons ("Balancing Parties") at delivery points located on Transporter's system:

- (a) the operator of connecting facilities at a delivery point(s) on Transporter's system who has executed a Delivery Point Balancing Agreement ("Delivery Point Operator");
- (b) a pipeline or plant operator whose facilities interconnect with Transporter's system who has executed a Delivery Point Balancing Agreement ("Delivery Point Operator"); or
- (c) a market aggregator who has executed an Aggregator Delivery Point Balancing Agreement and who has obtained agency agreements from Delivery Point Operators that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from Transporter to the aggregator.

2. Applicability

- (a) The terms, conditions and charges set forth in this Rate Schedule governing daily and monthly balancing shall apply to all gas flowing through meters covered by a Delivery Point Balancing Agreement. A Delivery Point Balancing Agreement may include all delivery points within a zone controlled by a single Delivery Point Operator; provided that the delivery points under Rate Schedule FT-IL service must be in separate Balancing Agreements. A market aggregator may include in its Balancing Agreement any delivery points located in the same zone where the maximum deliveries at any such point do not exceed 10,000 Dth on any day; alternatively, a market aggregator may include in a single Balancing Agreement deliveries of up to 300,000 Dth per day at points in a single zone, and will be restricted by stated delivery point maximum quantities (based on firm entitlements). Unless otherwise stated, all rights and responsibilities imposed by this schedule on a "Delivery Point Operator" shall apply to a market aggregator.
- (b) The terms, conditions, and charges of this Rate Schedule shall not apply to points covered by a Pipeline Balancing Agreement executed by a pipeline providing transportation services to and/or from a point of interconnection.

3. Scheduling and Confirmation By Operator

The Delivery Point Operator will confirm the nominations of the quantities to be delivered at delivery points. The Delivery Point Operator will notify Transporter and the affected Shipper, via Transporter's Interactive Website, within the time specified for confirmations in the General Terms and Conditions of Transporter's FERC Gas Tariff of any change in a nomination by Shipper to scheduled quantities.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

4. OBA Transportation Service

On any day, a Balancing Party may take gas in excess of its scheduled transportation quantities up to the Balancing Party's Daily Swing Quantity ("DSQ"). The Balancing Party's DSQ is the sum of the unscheduled capacity on the transportation contracts with primary firm capacity at the delivery points covered by the Balancing Party's OBA. At meters with no active electric telemetry equipment that provides for change in gas flows, to the extent the Balancing Party takes unscheduled gas in excess of its DSQ, such quantities shall be assessed a charge equal to (1) the highest authorized overrun rate for transportation from Zone 1 to the zone where the Delivery Point is located for service under the transportation contracts with primary firm capacity at the delivery points covered by the Balancing Party's OBA, multiplied by the unscheduled volumes taken in excess of the DSQ, less (2) the Transportation Component assessed on unscheduled quantities in excess of the DSQ pursuant to Section 7(c)(iii) of this Rate Schedule. If there is no primary firm capacity at the points covered by the Balancing Party's OBA, unscheduled quantities in excess of the Balancing Party's DSQ will be assessed a charge equal to (1) the authorized overrun rate under Rate Schedule FT-A for transportation from Zone 1 to the zone where the Delivery Point is located multiplied by the unscheduled volumes taken in excess of the DSQ, less (2) the Transportation Component assessed on unscheduled quantities in excess of the DSQ pursuant to Section 7(c)(iii) of the Rate Schedule. Transporter reserves the right to suspend service under this provision in the event of issuance of an Operational Flow Order pursuant to Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff.

5. Imbalance Resolution Option Election

Balancing Party shall be subject to the "Cash Out Option" established in Section 7 of this Rate Schedule unless Balancing Party elects instead the "Storage Swing Option" established in Section 8 of this Rate Schedule or the "Auto PAL Option" established in Section 9 of this Rate Schedule. Balancing Party must make such election (or may change an election currently in effect) by notifying Transporter 2 business days prior to the election going into effect. Elections shall continue on a day to day basis unless changed by a Balancing Party.

6. Uniform Quantities

As nearly as practicable, Shipper or Balancing Party, as applicable, shall deliver and receive gas in uniform hourly quantities during any day.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option

On any day that a Balancing Party does not elect the Storage Swing Option service under Section 8 or the Auto PAL Option service under Section 9 of this Rate Schedule, or if such election(s) are terminated pursuant to the terms of Section 8 or Section 9 of this Rate Schedule, Balancing Party shall be subject to the requirements of this Section 7.

(a) Daily Imbalance Charges:

- (i) The Daily Imbalance for a Delivery Point Balancing Agreement shall be the difference between the total net quantities scheduled for delivery at the point(s) as set forth in the Balancing Agreement and the actual quantities of gas taken by Balancing Party at such point(s) for each day.
- (ii) Each day, Transporter shall provide on its Interactive Website a continuous notice detailing each regional net pipeline position of Transporter's pipeline system. For purposes of defining each region, the zones as shown on Sheet 5 shall be aggregated as follows: Supply Region - Zones 0 and 1; Market Region - Zones 2,3,4,5 and 6. Beginning at 12 p.m. CCT each Gas Day, Transporter shall monitor the regional net pipeline positions and provide notice via e-mail to customers the first time any regional net pipeline position is greater than plus or minus 4.5%. Transporter shall calculate each regional net pipeline position by dividing the sum of the total positive or negative cumulative imbalances at all points for the applicable region covered by this Rate Schedule and the total positive or negative cumulative imbalances at all points for the applicable region under Rate Schedule LMS-PA by the sum of the total scheduled quantities at all points for the applicable region covered by this Rate Schedule and the total scheduled quantities at all points for the applicable region covered by Rate Schedule LMS-PA. The resulting % imbalance is the regional net pipeline position.
- (iii) On a day that the ending regional net pipeline position exceeds plus or minus 5%, any Balancing Party under this Rate Schedule and whose Balancing Agreement point(s) is located within this region that 1) has a Daily Imbalance that exceeds the greater of 10% of scheduled quantities or 1,000 Dth but less than or equal to 20% of that Balancing Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the regional net pipeline position, shall be assessed a per dekatherm Daily Imbalance Charge equal to two times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 7(a)(iii) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 10% of scheduled quantities or 1,000 Dth but are less than or equal to 20% of the Balancing Party's scheduled quantities for that day.
- (iv) On a day that the ending regional net pipeline position exceeds plus or minus 5%, any Balancing Party under this Rate Schedule and whose Balancing Agreement point(s) is located within this region that 1) has a Daily Imbalance that exceeds the greater of 20% of that Balancing Party's scheduled quantities or 1,000 Dth and 2) the Daily Imbalance is in the same direction as the regional net pipeline position, in addition to the Daily Imbalance Charge set forth in Section 7(a) (iii) above, shall also be subject to a per dekatherm Daily Imbalance Charge equal to four times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 7(a)(iv) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 20% of the Balancing Party's scheduled quantities for that day or 1,000 Dth.
- (v) All revenues collected by Transporter as payment of the Daily Imbalance Charges assessed under this Section 7(a) shall be credited to Eligible Parties. Eligible Parties are Balancing Parties under this Rate Schedule and Parties under Rate Schedule LMS-PA whose Daily Imbalances in its region were equal to or less than plus or minus 5% of the Parties' scheduled quantities on the day(s) that Daily Imbalance Charges were assessed. An Eligible Party will receive a pro rata allocation of the payments of the Daily Imbalance Charges collected for a particular day for such region based on the scheduled quantities under the Eligible Party's Agreement for that day. Credits to an Eligible Party will be aggregated throughout the calendar year and will be disbursed annually to the Eligible Party on the invoice following the first production month of the following year. Tennessee will also post on Transporter's Interactive Website the amount collected and the amount credited to each Eligible Party.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option (continued)

(a) Daily Imbalance Charges:
(continued)

- (vi) Transporter shall not assess any Daily Imbalance Charges against Balancing Parties whose scheduled and flowing services are bumped as a result of an intraday nomination change in accordance with Article IV, Section 2 of the General Terms and Conditions of Transporter's FERC Gas Tariff. This waiver of Daily Imbalance Charges shall apply only for the day(s) on which the services were bumped.

(b) Mid-month Activity

- (i) Based upon the best information available, a Delivery Point Operator shall take action to correct any imbalances occurring during the month by making adjustments in nominations and gas flows. If a Delivery Point Operator fails to take such corrective action, then Transporter may, upon one day's notice, adjust Delivery Point Operator's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations provided Transporter determines that such action is necessary to maintain the operational integrity of the system or to enable Transporter to meet its firm obligations to its other Shippers.
- (ii) Parties will be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Transporter of the identities of the Parties agreeing to the trade, and the volumes to be traded, no later than seventeen business days after the end of the month during which the imbalances occurred. For interzonal, inter-Pooling Area except where alternative pooling is allowed or receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Transporter of the party responsible for the transportation from point to point, zone to zone or Pooling Area to Pooling Area. If the Parties do not notify Transporter of the party responsible for transportation, Transporter shall hold the Party who traded the imbalance due Transporter responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Transporter will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on its Interactive Website.

Transportation charges for interzonal or inter-Market Area Pooling Area trades except where alternative pooling is allowed solely under this Rate Schedule will be the maximum zone-to-zone commodity rate (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. Transportation charges for interzonal or inter-Pooling Area imbalance trades between a party under this Rate Schedule and a party under Rate Schedule LMS-PA and for receipt-to-delivery imbalance trades will be the maximum zone-to-zone commodity rate (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option (continued)

(b) (ii) Mid-month Activity
(continued)

For imbalance trades on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, the transportation charges as determined above will be based on the point of interconnection between the Incremental Lateral and Transporter's mainline to determine the zone for the lateral imbalance. In addition, the transportation charges will be increased by the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.

(c) Monthly Imbalances

- (i) A Balancing Party's monthly imbalance shall be the net cumulative total of daily variances from all points covered by the Delivery Point Balancing Agreement adjusted for make-up quantities and imbalance trades.
- (ii) Unless Transporter and Delivery Point Operator mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Transporter and Delivery Point Operator shall "cash out" the actual monthly imbalance. To determine the % monthly imbalance, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total scheduled volumes for the month for all applicable points, then multiply by 100.
- (iii) If the monthly imbalance is due to an excess of scheduled quantities relative to actual deliveries, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party shall sell to Transporter, and Transporter shall buy from the Balancing Party, in accordance with the formula listed in Section 7(c)(vii) below. If the monthly imbalance is due to an excess of actual deliveries relative to scheduled quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party, and Balancing Party shall buy from Transporter, in accordance with the formula listed in Section 7(c)(vii) below. In addition to the cash out of the monthly imbalance: (A) Balancing Party shall pay to Transporter the "Transportation Component" if total actual quantities delivered are greater than scheduled quantities, or (B) Transporter shall pay to the Balancing Party the "Transportation Component" if total actual quantities delivered are less than scheduled quantities. The "Transportation Component" shall be equal to the commodity rate (including fuel and surcharges) under Rate Schedule FT-A, FT-G or FT-GS, as applicable, for transportation from Zone 1 to the zone where the Delivery Point is located multiplied by the monthly imbalance. For Balancing Parties on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, the Transportation Component shall be equal to the sum of (1) the FT-A commodity rate (including fuel and surcharges) for transportation from Zone 1 to the point of interconnection between the Incremental Lateral and Transporter's mainline and (2) the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.
- (iv) For delivery points, the Market Area Region Price ("MARP") will be calculated weekly and will be the volumetric weighted average price based on the general system deliverability on Transporter's system from the Receipt Regions as defined in Rate Schedule LMS-PA and the applicable Region Prices for those Receipt Regions. The general system deliverability will be updated on January 1 and July 1 of every year. The MARP will be posted on Transporter's Interactive Website within a reasonable time after Transporter calculates the WRRP for each Receipt Region set forth in Rate Schedule LMS-PA.
- (v) If Natural Gas Intelligence's "Daily Gas Price Index" is no longer published, Transporter and parties to OBAs shall meet to undertake to agree upon alternative spot price indices.
- (vi) The amounts due hereunder shall be paid in accordance with Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Rate Schedule LMS - MA
 Load Management Service - Market Area (continued)

7. Cash Out Option (continued)
 (c) (continued)

- (vii) (A) The Balancing Party (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable market area price described below.

For each month, the monthly "Low Price" or "LP" for the Market Area shall be established by taking the lowest weekly MARP established for the Market Area applicable to the month.

For each month, the monthly "High Price" or "HP" for the Market Area shall be established by taking the highest weekly MARP established for the Market Area applicable to the month.

For each month, the monthly "Average Price" or "AP" for the Market Area shall be determined by taking the simple arithmetic average of the weekly MARP figures established for the Market Area applicable to the month.

- (B) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7(c) of this Rate Schedule) or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' actual imbalance volumes are "cashed out":

- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7(c)(vii)(B) of this Rate Schedule LMS-MA.
- "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section 7(c)(vii)(B) of this Rate Schedule LMS-MA.
- "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances ($I = P - N$).
- Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the month.

The Parties' actual imbalance volumes shall be "cashed out" according to the following formula:

- (a) If $I \geq 0$ then:

- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
- Price for positive imbalances =
$$\frac{(\text{abv}(I) \times LP)}{P} + \frac{(N \times AP)}{P}$$

- (b) If $I < 0$ then:

- Price for negative imbalances =
$$\frac{(\text{abv}(I) \times HP)}{N} + \frac{(P \times AP)}{N}$$
- Price for positive imbalances and imbalances less than or equal to 1,000 Dth = AP

Rate Schedule LMS - MA
 Load Management Service - Market Area (continued)

7. Cash Out Option
 (c) (vii)
 (continued)

- (C) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(c) of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cashed out" according to the following formula:

Imbalance Tier		Price
0	- 5%	100% of HP
> 5%	- 10%	115% of HP
> 10%	- 15%	130% of HP
> 15%	- 20%	140% of HP
> 20%		150% of HP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

- (D) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(c) of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cashed out" according to the following formula:

0	- 5%	100% of LP
> 5%	- 10%	85% of LP
> 10%	- 15%	70% of LP
> 15%	- 20%	60% of LP
> 20%		50% of LP

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

- (d) Access to Information - Upon request, Transporter will make available within one business day following the production day the best information it has concerning the total physical deliveries at applicable delivery points. In addition, Transporter will make available by electronic means the best information it has concerning the scheduled and allocated deliveries at all of Operator's delivery points. No later than 11:00 a.m. Central Time on the first full business day following the production day, this information regarding the scheduled and allocated deliveries shall become "Operational Data" and Operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the month. Imbalances will be cashed out on the basis of actual deliveries and scheduled quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option (continued)

- (e) Limitation on Penalties - Any imbalances caused by an event which excuses performance under Article XII of the General Terms and Conditions or caused by an action of Transporter, will not be included in the calculation of the % monthly imbalance for purposes of determining the appropriate cash out level of this Rate Schedule.
- (f) If Transporter, from time to time, uses temporary third party storage and associated transportation service to balance its system or to avoid circumstances which would require restrictions on gas flows, Transporter shall post on its Interactive Website as soon as reasonably practicable its need for such additional storage and the specific area where the assistance is needed. Transporter shall accept competitive bids to meet its need and post the results of the auction.
- (g) Determination and Disposition of the Net Cashout Balance
 - (i) Determination of the Net Cashout Balance: For each annual period commencing September 1 and ending August 31 ("Annual Cashout Period"), Transporter shall determine on a dekatherm and on a dollar basis, its Net Cashout Balance as of the end of the applicable Annual Cashout Period, which shall be equal to the sum of Items No. 1 through No. 6 below:
 - (A) Item No. 1. Net Cashout Activity: The net quantity of gas sold and/or purchased and related net revenue received and/or net cost incurred by Transporter during the Annual Cashout Period, resulting from all monthly cashout sales and purchases pursuant to Rate Schedules LMS-MA and LMS-PA of this FERC Gas Tariff or pursuant to the terms of the Pipeline Balancing Agreement(s) entered into by Transporter with a Qualifying Pipeline (collectively, "LMS Rate Schedules"). Net revenue received include revenues received and costs avoided pursuant to application of the cashout penalty provisions under Sections 7(c)(vii)(C) and (D) of Rate Schedule LMS-MA and Sections 7(d)(iii) and (iv) of Rate Schedule LMS-PA, but exclude Daily Imbalance Charges received by Transporter pursuant to Section 7(a) of this Rate Schedule and Section 5 of Rate Schedule LMS-PA.
 - (B) Item No. 2. Operational Cashout Activity: The net quantity of operational gas sold and/or purchased and related net revenue received and/or net cost incurred by Transporter during the Annual Cashout Period, resulting from Operational Purchases and/or Operational Sales entered into by Transporter to manage the cashout activity pursuant to the LMS Rate Schedules ("Operational Cashout Transactions").
 - (C) Item No. 3. Interruptible Storage Revenues: An amount equal to (i) the total value of gas forfeited to Transporter by Rate Schedule IS shippers pursuant to Sections 3.3 and 3.4 of Rate Schedule IS during the Annual Cashout Period, priced at the Average Price for the Market Area, as defined in Section 7(c)(vii)(A) of this Rate Schedule, and (ii) the revenue received by Transporter during the Annual Cashout Period from the sale of storage inventory pursuant to Section 6.4 of Rate Schedule IS. The quantity of storage inventory sold pursuant to Section 6.4 of Rate Schedule IS shall be treated as a cashout sale and included in the net quantity described in Section 7(g)(i)(A) above.
 - (D) Item No. 4. Third-Party Storage Costs: An amount equal to the actual costs incurred by Transporter during the Annual Cashout Period, not to exceed \$1 million, for the use of third-party storage and associated transportation service pursuant to Section 7(f) of this Rate Schedule.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option
(g) (continued)

(E) Item No. 5. Previous Year Net Cashout Balance: The amount in the Net Cashout Balance account, on a dekatherm and on a dollar basis, as of the end of the immediately preceding Annual Cashout Period, but excluding any balancing entries determined pursuant to Section 7(g)(i)(F) of this Rate Schedule.

(F) Item No. 6. End of Year Balancing Entry: To the extent that during the applicable Annual Cashout Period, the Operational Cashout Transactions entered into by Transporter do not fully offset the Net Cashout Activity on a dekatherm basis, Transporter shall use an End of Year Balancing Entry quantity to fully offset any residual net cashout sale or purchase quantities. The revenues or costs associated with such End of Year Balancing Entry quantity, priced at the Average Price for the Market Area, as defined in Section 7(c)(vii)(A) of this Rate Schedule, for the last month of the Annual Cashout Period, shall be used in the determination of the Net Cashout Balance at the end of the applicable Annual Cashout Period for purposes of determining any customer refunds pursuant to Section 7(g)(iii)(A) of this Rate Schedule.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option
(g) (continued)

- (ii) Operational Transactions: Operational Transactions are those Operational Purchases and/or Operational Sales which Transporter may from time to time, in its discretion, enter into with third parties to manage the monthly cashout activity pursuant to the LMS Rate Schedules, maintain system pressure and line pack, perform other operational functions in connections with the services provided pursuant to its FERC Gas Tariff, and to otherwise maintain and protect the operational integrity of its system. Pursuant to this Section 7(g)(ii), Transporter may purchase gas quantities for receipt into its system and may sell gas quantities for delivery out of its system. These Operational Transactions may be conducted on a first-come/first-served basis at posted prices, or pursuant to an open auction or electronic gas trading system, or negotiated directly with third parties.

Operational Cashout Transactions, as defined in Section 7(g)(i)(B) of this Rate Schedule, include without limitation, Operational Purchases and/or Operational Sales entered into by Transporter to manage the cashout activity by Receipt Region, as defined in Rate Schedule LMS-PA. Transporter shall endeavor to make any required Operational Cashout Transactions by the end of the month following the month when the Net Cashout Activity for such month is determined, but only to the extent such Operational Cashout Transactions are operationally practicable. Transporter shall post a notice on its Interactive Website detailing all Operational Transactions entered into by Transporter during the applicable month, the point(s) of receipt and/or delivery and location where those Operational Transactions occurred, the purchase and/or sales price and volumes and any other information that Transporter deems relevant to properly identify all Operational Cashout Transactions. Such notice shall be posted no later than by the end of the month following the month when the Operational Transactions are effectuated by Transporter.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

7. Cash Out Option
(g)
(continued)

(iii) Disposition of Net Cashout Balance:

(A) To the extent that the Net Cashout Balance in any Annual Cashout Period, including any End of Year Balancing Entry determined pursuant to Section 7(g)(i)(F) of this Rate Schedule, results in a positive balance greater than \$4 million, then such balance plus accrued interest, determined in accordance with section 154.501 of the Commission's regulations, shall be refunded by Transporter to Non-Offending parties. Non-Offending parties are those shippers and OBA point operators subject to the cashout provisions of the LMS Rate Schedules whose imbalance, on any month during the applicable Annual Cashout Period, was within a zero to five percent tolerance (as calculated according to Section 7(c) of this Rate Schedule) or 1,000 Dth. Refunds shall be based on the commodity volumes for Non-Offending parties for the applicable Annual Cashout Period. The total monthly commodity volumes for Non-Offending parties will be accumulated for the applicable Annual Cashout Period and a pro rata allocation will be applied to the total amount to be refunded in order to determine the refund amount for each party. When refunds are to be made, Transporter shall include in the Annual Cashout Report a schedule supporting the allocation of refunds to each party. Transporter shall issue such refunds within sixty (60) days following final acceptance by the Commission of the Annual Cashout Report.

(B) To the extent that the Net Cashout Balance in any Annual Cashout Period, including any End of Year Balancing Entry determined pursuant to Section 7(g)(i)(F) of this Rate Schedule, results in a negative balance or in a positive balance of \$4 million or less, then such balance plus accrued interest, determined in accordance with section 154.501 of the Commission's regulations, shall be carried forward and included in the determination of the Net Cashout Balance in the subsequent Annual Cashout Period.

(iv) Filing Requirements: No later than by the end of November immediately following the end of the applicable Annual Cashout Period, Transporter shall file with the Commission its Cashout Report detailing the computation of the Net Cashout Balance for the applicable Annual Cashout Period. The Cashout Report shall include the monthly detail for Item Nos. 1 through 4 as described in Section 7(g)(i)(A)-(D) of this Rate Schedule. Such detail shall include a listing of monthly imbalances in dekatherms and dollars by cashout shipper in support of the cashout activity in the report. Transporter shall also include in the Cashout Report, the computation of the End of Year Balancing Entry as described in Section 7(g)(i)(F) of this Rate Schedule, as well as a list of all Operational Purchases and Operational Sales transactions by month during the applicable Annual Cashout Period.

(h) Mutual Assistance - In order to prevent or alleviate an operational constraint on its system, Transporter may request that a Balancing Party increase or decrease its flows at stated point(s) independent of the nominations at that point(s). In any month in which a Balancing Party conforms with the request made by Transporter, Transporter shall waive all Daily Imbalance charges, for those days that Balancing Party provided mutual assistance, accrued by the Balancing Party during such month. The agreement to provide mutual assistance shall be at the discretion of Balancing Party and Transporter.

Rate Schedule LMS - MA
Load Management Service - Market Area (continued)

8. Storage Swing Option

- (a) A Balancing Party meeting the requirements set forth in this section may elect to resolve Daily Imbalances through the Storage Swing Option. The Storage Swing Option is designed to allow a Balancing Party with access to storage contracts provided by Transporter under Rate Schedule FS or IS to use such access for balancing of Daily Imbalances. A Balancing Party may use any number of designated FS or IS contracts at a time for swing purposes. Balancing Party's rights hereunder shall be limited to those of the contracting party under the applicable FS or IS contracts.

(b) Storage Swing Using a Storage Contract(s)

- (i) General Requirements: A Balancing Party electing to use a storage contract(s) under Transporter's Rate Schedule FS or IS for swing purposes must provide Transporter with the following information no later than 2 business days prior to when the Storage Swing Option is to be effective and for each subsequent re-election consistent with Section 5 of Rate Schedule LMS-MA: FS or IS contract number(s), FS or IS contracting party(s), any applicable agency contract number(s), any applicable agent(s) and its fuel election as provided in Section 8(c) of this Rate Schedule and any applicable ranking of the storage contracts.

All points covered by Balancing Party's Balancing Agreement must be listed as a Primary Delivery Point on at least one firm transportation contract and the FS or IS Service Point used for swing must be in the Transportation Path of the firm transportation contract(s).

- (ii) Daily Imbalances: A Balancing Party's Daily Imbalances (as defined in Section 7(a)(i) above) at Delivery Point(s) up to the MDWQ stated in the designated contract(s) shall be treated as automatic storage injections or withdrawals under the specified contract(s) and assessed the applicable charges under the contract(s). Quantities taken in excess of Scheduled Quantities shall be treated as storage withdrawals and quantities taken below Scheduled Quantities shall be treated as storage injections. Daily Imbalances shall be netted against any offsetting scheduled withdrawals or injections for that day. Daily Imbalances in excess of the MDWQ under the applicable FS storage contract(s) will be treated as Authorized Overruns pursuant to Section 7 of Transporter's FS Rate Schedule and shall be assessed the applicable FS charges. If more than one contract is being utilized by the Balancing Party, the swing volumes will be allocated among the contracts based on the ranking provided by the Balancing Party. If no ranking is provided, the swing volumes will be prorated among the contracts based on their respective MDWQs. Transporter reserves the right to restrict variances in excess of the MDIQ, and/or MDWQ, if, in Transporter's sole discretion, operational conditions require such a restriction. In the event that Transporter restricts variances in excess of the MDIQ and/or MDWQ, Transporter shall post a notice on its Interactive Website.

If the storage contracting party is different from the Balancing Party, all bills for storage activity, including balancing pursuant to this Section 8, shall be sent to the storage contracting party, who shall be liable for payment unless the storage contracting party appoints Balancing Party to act as agent and executes all necessary agreements pursuant to Transporter's FERC Gas Tariff and directs Transporter to send all bills to Balancing Party as agent.

Nothing herein shall exempt a Balancing Party from compliance with a Critical Day Notice or an Operational Flow Order issued pursuant to Article X of Transporter's General Terms and Conditions or from penalties resulting from noncompliance.

Rate Schedule LMS - MA
Load Management - Market Area (continued)

8. Storage Swing Option (continued)

- (c) **Transportation Component:** Balancing Party shall be assessed or credited a transportation component on all Daily Imbalances. When Balancing Party takes more gas than is scheduled, Transporter shall assess a commodity rate under its FT-A Rate Schedule for each dekatherm by which Balancing Party exceeds its scheduled quantity. The commodity rate shall equal the transportation rate, including fuel and all applicable surcharges, from the zone of the Storage Contract to the zone where the Balancing Party's delivery point(s) are located. When Balancing Party takes less gas than is scheduled, Transporter shall credit Balancing Party an amount using the commodity rate under its FT-A Rate Schedule. The commodity rate shall equal the difference between the rate for transportation from Transporter's Zone 1 to the Zone of the OBA Delivery Point(s) and Zone 1 to the Storage Contract, including fuel and all applicable surcharges. However, credits under this section shall not exceed, on a unit-for-unit basis, the average commodity transportation rate paid for deliveries to the points covered by Balancing Party's Balancing Agreement during the applicable month. Balancing Party may elect to resolve the fuel portion of the Transportation Component through a volumetric adjustment to the Storage Contract. Applicable fuel charges shall be treated as automatic storage withdrawals and applicable fuel credits shall be treated as automatic storage injections.
- (d) **Notice of Swings:** A Balancing Party shall use reasonable efforts to give Transporter's Gas Control notice by telephone or by e-mail when Balancing Party intends to swing by more than 10% of scheduled quantities. Upon Transporter's request, Balancing Party shall also provide Transporter's Gas Control with daily or monthly non-binding injection/withdrawal schedules.
- (e) Upon one day's prior notice, Transporter reserves the right to terminate a Balancing Party's election of the Storage Swing Option utilizing storage contracts under Rate Schedule FS if: (A) operating conditions do not permit Authorized Overruns pursuant to Section 7 of Rate Schedule FS; (B) Transporter has provided Balancing Party with a warning via e-mail that Balancing Party is exceeding its contractual rights under Rate Schedule FS pursuant to this Section 8; and (C) after such warning, Balancing Party continues to exceed its contractual rights under Rate Schedule FS pursuant to this Section 8. Transporter reserves the right to interrupt and/or terminate a Balancing Party's election of the Storage Swing Option utilizing Storage Contracts under Rate Schedule IS pursuant to the terms and conditions contained in Rate Schedule IS.

9. Auto PAL Option

- (a) A Balancing Party that has entered into a PAL Agreement with Transporter under Rate Schedule PAL and meets the requirements set forth in this section may elect to resolve Daily Imbalances through the Auto PAL Option as detailed herein.
- (b) **Balancing Using a PAL Contract**
 - (i) **General Requirements:** A Balancing Party electing to use a park and loan contract under Transporter's Rate Schedule PAL for balancing purposes must provide Transporter with the following information no later than 2 business days prior to when the Auto PAL Option is to be effective and for each subsequent re-election consistent with Section 5 of Rate Schedule LMS-MA: PAL contract number, the term for which the Auto PAL Option will be in effect, and the PTs in the PAL contract designated for use under the Auto PAL Option ("Auto PAL PTs").

The Auto PAL PTs must be listed in the Balancing Party's Balancing Agreement.
 - (ii) **Daily Imbalances:** A Balancing Party's Daily Imbalances (as defined in Section 7(a)(i) above) at Auto PAL PTs, up to the APAL PT MDQ, the APAL PT MAQ, the PA MDQ, and PA MAQ stated in the designated contract, shall be treated as automatic park or loan quantities under the specified contract and assessed the applicable charges under the contract. Quantities taken in excess of scheduled quantities shall be treated as automatic loan quantities and quantities taken below scheduled quantities shall be treated as automatic park quantities. Such excess or deficient quantities will be allocated to the applicable Auto PAL account(s) of the PAL contract holder. Daily Imbalances at the designated Auto PAL PTs will first be resolved pursuant to the Auto PAL Option and any remaining Daily Imbalances at the designated Auto PAL PTs shall be resolved pursuant to Section 7 (Cash Out Option) of this Rate Schedule.

Rate Schedule LMS - MA
Load Management - Market Area (continued)

10. Operational Integrity

Nothing in this Rate Schedule LMS-MA shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shipper.

11. General Terms and Conditions

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are part of this Rate Schedule.

12. Third Party Imbalance Management Services

Nothing in this Tariff shall be construed as prohibiting a Balancing Party from availing itself of the opportunity to obtain similar imbalance management services from third party providers. Transporter shall provide such Balancing Party access to transportation and other pipeline services without undue discrimination or preference.

Sheet Nos. 259 - 262 are Reserved for Future Use.

Rate Schedule LMS - PA
Load Management Service - Pooling Area

1. Availability

Transporter shall provide a daily swing and monthly balancing service to the following persons ("Balancing Parties") located at receipt points on Transporter's system:

- (a) the operator of connecting facilities at a receipt point(s) on Transporter's system who has executed a Receipt Point Balancing Agreement ("OBA Operator");
- (b) a producer of natural gas flowing gas through a receipt point(s) on Transporter's system who has executed a Receipt Point Balancing Agreement and who is subject to a Predetermined Allocation Methodology (PDA) at each applicable point ("Producer");
- (c) a pipeline or plant operator whose facilities interconnect with Transporter's system who has executed a Receipt Point Operational Balancing Agreement ("OBA Operator");
- (d) a supply aggregator who has executed a Receipt Point Balancing Agreement and who has obtained agreements from parties flowing gas through a receipt point that impose responsibility on aggregator for all scheduling and balancing at stated receipt points and that provide authority and ability to aggregator to change physical flows at the stated receipt points upon notice from Transporter to the aggregator; or
- (e) a supply aggregator who has executed a Supply Aggregation Service Agreement.

2. Applicability

- (a) The terms, conditions and charges set forth in this Rate Schedule governing daily and monthly balancing shall apply conjunctively to all gas flowing through meters covered by a Receipt Point Balancing Agreement. A Receipt Point Balancing Agreement may include all receipt points flowing gas under the control of the Balancing Party that are located in a single Pooling Area.
- (b) The terms, conditions and charges of this Rate Schedule shall not apply to points covered by a Pipeline Balancing Agreement executed by a pipeline providing transportation services to and/or from a point of interconnection.
- (c) The daily balancing, imbalance management, and monthly cash out procedures shall also apply to receipts scheduled under a transportation agreement that is not covered by a Balancing Agreement.

3. Allocations of Receipts

The quantities of gas received by Transporter at any receipt point shall be allocated pursuant to the procedures set forth in Article IV, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4. Scheduling and Confirmation By Operator

An operator will confirm the nominations of the quantities to be scheduled at the receipt point. At receipt points governed by producer/aggregator level Balancing Agreements, the operator will confirm the producer level PDA for the point. The operator and producer will confirm the nominations of the quantities to be scheduled at the point. The operator and each producer will notify the affected Shipper, operator and/or producer and Transporter, via Transporter's Interactive Website, within the time frame specified in the General Terms and Conditions of any change in the nomination by the Shipper to confirm nominations scheduled for delivery.

Rate Schedule LMS - PA
Load Management Service - Pooling Area (continued)

5. Daily Imbalances Charges

- (a) The Daily Imbalance for a Balancing Party or Shipper ("Party") shall be the difference between the total net quantities scheduled for receipt at the point(s) as set forth in the agreement subject to this Rate Schedule ("Agreement") and the actual quantities of gas taken by the Party at such point(s) for each day.
- (b) Each day, Transporter shall provide on its Interactive Website a continuous notice detailing each regional net pipeline position of Transporter's pipeline system. For purposes of defining each region, the zones as shown on Sheet 5 shall be aggregated as follows: Supply Region – Zones 0 and 1: Market Region – Zones 2,3,4,5 and 6. Beginning at 12 p.m. CCT each Gas Day, Transporter shall monitor the regional net pipeline positions and provide notice via e-mail to customers the first time any regional net pipeline position is greater than plus or minus 4.5%. Transporter shall determine each regional net pipeline position by dividing the sum of the total positive or negative cumulative imbalances at all points for the applicable region covered by this Rate Schedule and the total positive or negative cumulative imbalances at all points for the applicable region covered under Rate Schedule LMS-MA by the sum of the total scheduled quantities at all points for the applicable region covered under this Rate Schedule and the total scheduled quantities at all points for the applicable region covered under Rate Schedule LMS-MA. The resulting % imbalance is the regional net pipeline position.
- (c) On a day that the ending regional net pipeline position exceeds plus or minus 5%, any Party under this Rate Schedule and whose Agreement point(s) is located within this region that 1) has a Daily Imbalance that exceeds the greater of 10% of scheduled quantities or 1,000 Dth but less than or equal to 20% of that Party's scheduled quantities and 2) the Daily Imbalance is in the same direction as the regional net pipeline position, shall be assessed a per dekatherm Daily Imbalance Charge equal to two times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 5(c) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 10% of scheduled quantities or 1,000 Dth but are less than or equal to 20% of the Party's scheduled quantities for that day.
- (d) On a day that the ending regional net pipeline position exceeds plus or minus 5%, any Party under this Rate Schedule and whose Agreement point(s) is located within this region that 1) has a Daily Imbalance that exceeds the greater of 20% of that Party's scheduled quantities or 1,000 Dth and 2) the Daily Imbalance is in the same direction as the regional net pipeline position, in addition to the Daily Imbalance Charge set forth in Section 5(c) above, shall also be subject to a per dekatherm Daily Imbalance Charge equal to four times the currently effective maximum rate under Transporter's Rate Schedule PAL. The Daily Imbalance Charge under this Section 5(d) shall apply only to those quantities of the Daily Imbalance that exceed the greater of 20% of the Party's scheduled quantities for that day or 1,000 Dth.
- (e) All revenues collected by Transporter as payment of the Daily Imbalance Charges assessed under this Section 5 shall be credited to Eligible Parties. Eligible Parties are Parties under this Rate Schedule and Balancing Parties under Rate Schedule LMS-MA whose Daily Imbalances in its region were equal to or less than plus or minus 5% of the Parties' scheduled quantities on the day(s) that Daily Imbalance Charges were assessed. An Eligible Party will receive a pro rata allocation of the payments of the Daily Imbalance Charges collected for a particular day for such region based on the scheduled quantities under the Eligible Party's Agreement for that day. Credits to an Eligible Party will be aggregated throughout the calendar year and will be disbursed annually to the Eligible Party on the invoice following the first production month of the following year. Tennessee will also post on its interactive Internet website the amount collected and the amount credited to each Eligible Party.
- (f) Transporter shall not assess any Daily Imbalance Charges against Parties whose scheduled and flowing services are bumped as a result of an intraday nomination change in accordance with Article IV, Section 2 of the General Terms and Conditions of Transporter's FERC Gas Tariff. This waiver of Daily Imbalance Charges shall apply only for the day(s) on which the services were bumped.

Rate Schedule LMS - PA
Load Management Service - Pooling Area (continued)

6. Midmonth Activity

- (a) Based upon the best information available, all parties subject to this Rate Schedule shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If any such party fails to take such corrective action, then Transporter may, upon one day's notice, adjust such party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations provided Transporter determines that such action is necessary either to maintain the operational integrity of the system or to enable Transporter to meet its firm obligations to other customers on its system.
- (b) Balancing Parties under this Rate Schedule and Shippers whose transportation agreements are not covered by a Balancing Agreement will be allowed to trade offsetting imbalances incurred during the month with other Parties.

Parties will be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Transporter of the identities of the Parties agreeing to the trade, and the volumes to be traded, no later than seventeen business days after the end of the month during which the imbalances occurred. For interzonal, inter-Pooling Area except where alternative pooling is allowed or receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Transporter of the party responsible for the transportation from point-to-point, zone to zone or Pooling Area to Pooling Area. If the Parties do not notify Transporter of the party responsible for the transportation, Transporter shall hold the Party who traded the imbalance due Transporter responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Transporter will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on Transporter's Interactive Website.

Transportation charges for interzonal or inter-Pooling Area trades except where alternative pooling is allowed solely under this Rate Schedule will be the maximum zone-to-zone commodity rates (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. Transportation charges for interzonal or inter-Pooling Area imbalance trades between a party under this Rate Schedule and a party under Rate Schedule LMS-MA and for receipt-to-delivery imbalance trades will be the maximum zone-to-zone commodity rates (including fuel and surcharges) associated with Transporter's Rate Schedule FT-A. For imbalance trades on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, the transportation charges as determined above will be based on the point of interconnection between the Incremental Lateral and Transporter's mainline to determine the zone for the lateral imbalance. In addition, the transportation charges will be increased by the applicable maximum commodity rate (including fuel and surcharges) under Rate Schedule FT-IL.

Rate Schedule LMS - PA
Load Management Service - Pooling Area (continued)

7. Monthly Imbalances

- (a) A Balancing Party's monthly imbalance shall be the net cumulative total of Daily Imbalances for all points covered by the Balancing Agreement adjusted for make-up quantities and imbalance trades. When a Balancing Party is a supply aggregator who has executed a Supply Aggregation Service Agreement, the daily imbalance shall be the difference, by Supply Area Pooling Area or by Market Area Pooling Area, between actual deliveries under the Supply Aggregation Service Agreement and the actual quantities received at all points covered by such agreement. Unless Transporter and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis during the month, each month Transporter and Balancing Party shall "cash out" the actual monthly imbalance. To determine the % monthly imbalance, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total scheduled quantities for all days of the month for all points covered by the Balancing Agreement, then multiply by 100.
- (b) A monthly imbalance under a transportation agreement shall be computed separately for each Receipt Region as set forth in Section 7(c) of this Rate Schedule. This imbalance shall be the cumulative net total of the Daily Variances at those receipt points within a Receipt Region at which service was received under the transportation agreement and where no Balancing Agreement is in effect. To determine the % monthly imbalance for a Shipper at receipt points not covered by a Balancing Agreement, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the Shipper's total scheduled receipt quantities for all days of the month for all applicable receipt points, then multiply by 100.
- (c) If the monthly imbalance is due to an excess of actual receipts relative to scheduled quantities, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party/Shipper shall sell to Transporter, and Transporter shall buy from the Balancing Party/Shipper, in accordance with the formula listed in Section 7(d) below. If the monthly imbalance is due to a deficiency in actual receipts relative to scheduled quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party/Shipper, and Balancing Party/Shipper shall buy from Transporter, in accordance with the formula listed in Section 7(d) below.
 - (i) For purposes of this Rate Schedule, there shall be twelve (12) "Receipt Regions," which shall be:
 - (a) Tennessee Zone 0 South
 - (b) Tennessee Zone 0 North
 - (c) Tennessee Line 500
 - (d) Tennessee Line 800
 - (e) Tenn Zone 4 200L
 - (f) Tennessee Zn 4 313 Pool
 - (g) Tennessee Zn 4 Marcellus
 - (h) Tenn Zone 5 200L
 - (i) Tenn Zone 5 300L
 - (j) Tenn Zone 6 200L
 - (k) Tenn Zone 6 300L
 - (l) Tennessee Zones 2 and 3
 - (ii) The geographic scope for each Receipt Region shall be as defined by the Natural Gas Intelligence's posted methodology for calculating the daily index price of the same name in Natural Gas Intelligence's "Daily Gas Price Index"; provided, however, that (i) the "Tennessee Zone 0 North" Receipt Region shall also include all receipts on Transporter's 100 Leg in Zone 1 of Transporter's system; (ii) the "Tennessee Line 500" Receipt Region shall also include all receipts on Transporter's 500 Leg in Zone 1 up to Transporter's Station 87; (iii) the "Tennessee Line 800" Receipt Region shall also include all receipts on Transporter's 800 Leg in Zone 1 up to Transporter's Station 860; (iv) the "Tennessee Zn 4 Marcellus" Receipt Region shall include all receipts on Transporter's 300 Leg in Zone 4 east of Transporter's Station 321; (v) the "Tenn Zone 5 200L" Receipt Region shall also include the Niagara interconnect with TransCanada PipeLine and all receipts on Transporter's H-C Line from the Pennsylvania-New York state line to Transporter's Station 237 In Ontario County, New York; (vi) the "Tenn Zone 5 300L" Receipt Region shall not include any receipts on Transporter's H-C Line from the Pennsylvania-New York state line to Transporter's Station

Rate Schedule LMS - PA
Load Management Service - Pooling Area (continued)

7. Monthly Imbalances (continued)

237 In Ontario County, New York; and (vii) the "Tennessee Zones 2 and 3" Receipt Region, for which Natural Gas Intelligence does not publish a daily index price of the same name, shall include all receipts in Zones 2 and 3 of Transporter's system.

- (iii) For each Receipt Region, the Weekly Receipt Region Price ("WRRP") shall be equal to the weekly average index price for the applicable Receipt Region, which shall be calculated by Transporter as follows:
 - (a) The WRRP for each Receipt Region shall be based upon the daily average index price of the same name as set forth in Natural Gas Intelligence's "Daily Gas Price Index" ("Receipt Region Daily Price"); provided, however, that (i) the Receipt Region Daily Price for the "Tennessee Zone 0 North" Receipt Region shall be the "Tennessee Zone 0 South" daily average index price as set forth in Natural Gas Intelligence's "Daily Gas Price Index"; (ii) the Receipt Region Daily Price for the "Tenn Zone 5 300L" Receipt Region shall be the "Texas Eastern M-3" daily average index price as set forth in Natural Gas Intelligence's "Daily Gas Price Index"; (iii) the Receipt Region Daily Price for the "Tenn Zone 6 300L" Receipt Region shall be the "Transco Zone 6 NY" daily average index price as set forth in Natural Gas Intelligence's "Daily Gas Price Index"; and (iv) the Receipt Region Daily Price for the "Tennessee Zones 2 and 3" Receipt Region shall be the "Columbia Gas" daily average index price as set forth in Natural Gas Intelligence's "Daily Gas Price Index."
 - (b) The WRRP shall be equal to the simple arithmetic average of each of the Receipt Region Daily Prices from gas flow dates Tuesday through Monday.
- (iv) With respect to imbalances at any Supply Area Pooling Areas or Market Area Pooling Areas incurred by a supply aggregator under a Supply Aggregation Service Agreement, the WRRP shall be derived pursuant to the procedures set forth in Section 7(c)(iii) above using the pricing applicable to the Receipt Region within which the Supply Area Pooling Area or Market Area Pooling Area, as applicable, is located; provided, however, that the WRRP for the "300 Leg - Zone 4" Market Area Pooling Area shall be derived using the pricing applicable to the "Tennessee Zn 4 313 Pool" Receipt Region.
- (v) If Natural Gas Intelligence's "Daily Gas Price Index" is no longer published, Transporter, and parties to the Receipt Point Balancing Agreements shall meet to undertake to agree upon alternative spot price indices.
- (vi) The amounts due hereunder shall be paid in accordance with Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Rate Schedule LMS - PA
 Load Management Service - Pooling Area (continued)

7. Monthly Imbalances (continued)

- (d) (i) The Balancing Party or Shipper (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable price described below.
- (a) For each month and Receipt Region, the monthly "Low Price" or "LP" for each Receipt Region or Pooling Area shall be established by taking the lowest WRRP established for the applicable Receipt Region or Pooling Area applicable to the month.
 - (b) For each month and Receipt Region, the monthly "High Price" or "HP" for each Receipt Region or Pooling Area shall be established by taking the highest WRRP established for the applicable Receipt Region or Pooling Area applicable to the month.
 - (c) For each month and Receipt Region, the monthly "Average Price" or "AP" for each Receipt Region or Pooling Area shall be determined by taking the simple arithmetic average of the WRRPs established for the applicable Receipt Region or Pooling Area applicable to the month.
 - (d) For purposes of this Section 7(d)(i), a Receipt Region or Pooling Area's WRRP shall be deemed to be applicable to the month attributable to the final gas flow date (i.e. Monday gas flow date) used in calculating the WRRP.
- (ii) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' imbalance volumes are "cashed out":
- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7(d)(ii) of this Rate Schedule LMS-PA.
 - "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section 7(d)(ii) of this Rate Schedule LMS-PA.
 - "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances ($I = P - N$).
 - Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the month.

The Parties' actual imbalance volumes shall be "cashed out" according to the following formula:

- (a) If $I \geq 0$ then:
- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
 - Price for positive imbalances =
$$\frac{abv(I) \times LP}{P} + \frac{N \times AP}{P}$$
- (b) If $I < 0$, then:
- Price for negative imbalances =
$$\frac{abv(I) \times HP}{N} + \frac{P \times AP}{N}$$
 - Price for positive imbalances and imbalances less than or equal to 1,000 Dth = AP

Rate Schedule LMS - PA
 Load Management Service - Pooling Area (continued)

7. Monthly Imbalances (continued)
 (d) (continued)

- (iii) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cached out" according to the following formula:

Imbalance Tier				Price
	0	-	5%	100% of HP
>	5%	-	10%	115% of HP
>	10%	-	15%	130% of HP
>	15%	-	20%	140% of HP
>	20%			150% of HP

For purposes of determining the tier at which an imbalance will be cached out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

- (iv) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7(a) or (b) of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cached out" according to the following formula:

Imbalance Tier				Price
	0	-	5%	100% of LP
>	5%	-	10%	85% of LP
>	10%	-	15%	70% of LP
>	15%	-	20%	60% of LP
>	20%			50% of LP

For purposes of determining the tier at which an imbalance will be cached out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

- (v) Imbalances will be "cached out" using Receipt Region prices, depending on the point at which the imbalance arises. For the purposes of determining whether the pricing methods of Section 7(d) (ii), (iii), (iv) or (v) of this Rate Schedule apply, the Balancing Party's monthly imbalance for the Agreement will be used.

Rate Schedule LMS - PA
Load Management Service - Pooling Area (continued)

7. Monthly Imbalances (continued)

- (e) Access to Information - Upon request, Transporter will make available within one business day the best information it has concerning the total physical deliveries at applicable receipt points. In addition, Transporter will make available by electronic means the best information it has concerning the scheduled and allocated deliveries at all of Operator's receipt points. No later than 11:00 a.m. Central Time on the first full business day following the production day, this information regarding the scheduled and allocated deliveries shall become "Operational Data" and Operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the month. Imbalances will be cashed out on the basis of actual deliveries and scheduled quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.
- (f) Limitation on Penalties - Any imbalances caused by an event as set forth in Article XII of the General Terms and Conditions or caused by Transporter's actions will not be included in the calculation of the % monthly imbalance for purposes of determining the appropriate cash out level. Transporter shall not assess any imbalance penalties against Shippers or Balancing Parties whose scheduled and flowing services are bumped as a result of intraday nomination changes in accordance with Article IV, Section 2 of the General Terms and Conditions of Transporter's FERC Gas Tariff. The waiver of imbalance penalties shall apply only for the day(s) on which services were bumped.
- (g) Mutual Assistance - In order to prevent or alleviate an operational constraint on its system, Transporter may request that a Balancing Party increase or decrease its flows at stated point(s) independent of the nominations at that point(s). In any month which a Balancing Party conforms with the request made by Transporter, then Transporter shall waive all Daily Imbalance charges accrued by that Balancing Party during those days in which mutual assistance was provided. The agreement to provide mutual assistance shall be at the discretion of the Balancing Party and Transporter.
- (h) Operational Integrity - Nothing in this Rate Schedule LMS-PA shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Transporter to transport quantities scheduled by any Shipper.
- (i) Disposition of Cash Out Revenues - All cash out costs and revenues incurred by Transporter in accordance with Section 7(d) will be reflected in accord with the procedures established in Section 7(g) of Rate Schedule LMS-MA.

8. General Terms and Conditions

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are part of this Rate Schedule.

9. Third Party Imbalance Management Services

Nothing in this Tariff shall be construed as prohibiting a Balancing Party or Shipper from availing itself of the opportunity to obtain similar imbalance management services from third party providers. Transporter shall provide such Balancing Party or Shipper access to transportation and other pipeline services without undue discrimination or preference.

Rate Schedule SA
Supply Aggregation Service

1. AVAILABILITY

This Rate Schedule is available for any Party (Aggregator) which has (i) requested supply aggregation service by Tennessee Gas Pipeline Company, L.L.C. (Transporter); (ii) has met the conditions for qualification for receipt of service under Article XXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff; (iii) and after review and acceptance of such request by Transporter, has executed a supply aggregation service agreement with Transporter for service under Rate Schedule SA.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule permits Aggregator to aggregate supply pursuant to this Rate Schedule SA from any and all receipt points within Pooling Area(s) as defined in Sections 23 and 33, Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff. Aggregator will assume the responsibility of balancing by Pooling Area the scheduled receipts of gas into the applicable supply aggregation service agreement with scheduled quantities delivered out of the supply aggregation service agreement.
- 2.2 Receipts into a supply aggregation service agreement can be from a physical receipt point(s) or from transportation or other supply aggregation services at a Pooling Area Point for the designated Pooling Area. Deliveries from a supply aggregation service agreement can be to transportation or other supply aggregation services at a Pooling Area Point for the designated Pooling Area.

3. NOMINATIONS

- 3.1 Aggregator shall nominate quantities into and out of the relevant supply aggregation service agreement(s).
- 3.2 In addition to daily nomination rights and obligations as set forth in Section 2(a), (b) and (c), Article IV of the General Terms and Conditions, Aggregator shall have the right to make intraday and hourly nomination changes as provided in and subject to the conditions set forth in Section 2, Article IV of the General Terms and Conditions.
- 3.3 Within each Pooling Area, nominations for quantities received into a supply aggregation service agreement shall balance with deliveries nominated out of the supply aggregation service agreement. Aggregator shall maintain a balance between actual receipts and actual deliveries by Pooling Area, provided that where differences occur between daily scheduled receipts and scheduled deliveries, Transporter shall allow quantities to be scheduled out of balance up to pipeline operating conditions and limitations. At Aggregator's option, Transporter may allocate this scheduled imbalance to a pre-arranged agreement under Rate Schedule PAL. In the event of an operational constraint on its system, Transporter may adjust by Pooling Area(s) scheduled receipts into, or deliveries out of, Aggregator's supply aggregation service agreement. Aggregator will assume the responsibility for any scheduled imbalances or for any imbalances resulting from allocation(s) at receipt meter(s) where no balancing agreement is in effect.
- 3.4 At the time of nomination, Aggregator may provide to Transporter a predetermined ranking of both receipts and deliveries. In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Transporter to adjust scheduled receipts or deliveries as described in Section 3.3 above, Transporter may restrict scheduled quantities based on the Aggregator's pre-determined ranking provided pursuant to this Section 3.4.
- 3.5 Quantities nominated from receipt points to supply aggregation service agreements shall have a scheduling priority below firm transportation services utilizing Secondary Receipt Points as set forth in Article IV, Section 3(e) of the General Terms and Conditions, but above the scheduling priority for Rate Schedule PAL services as set forth in Article IV, Section 3(f) of the General Terms and Conditions.

Rate Schedule SA (continued)
Supply Aggregation Service

4. IMBALANCE RESOLUTION

- 4.1 Transporter will provide notice to Aggregator of any imbalance situation needing resolution and will specify the necessary corrective action. Aggregator shall take corrective action as specified by Transporter, or provide Transporter an alternate schedule for correcting imbalance. In the event that Transporter determines, in its sole discretion, that the Aggregator has not made a good faith effort to correct the imbalance, Transporter has the right, with twenty-four hours prior notice to Aggregator, to reduce receipts into, or deliveries out of, Aggregator's supply aggregation service agreement, based on the pre-determined rankings provided pursuant to Section 3.4 of this Rate Schedule.
- 4.2 Any imbalances between allocated receipts and allocated deliveries ("allocated imbalance") or any scheduled imbalances not allocated to an agreement under Rate Schedule PAL pursuant to Section 3 of this Rate Schedule which are not made up before the end of the month shall be the responsibility of Aggregator and shall be resolved pursuant to the provisions of Rate Schedule LMS-PA. Imbalances under this Rate Schedule SA shall be computed and cashed out separately for each Pooling Area.

5. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Transporter's FERC Gas Tariff as may be amended from time to time.

6. OPERATIONAL INTEGRITY

Nothing in this Rate Schedule shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of scheduled quantities of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shipper.

Sheet Nos. 272 - 292 are Reserved for Future Use.

GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

I. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms when used in this tariff and in any gas sales contract, transportation contract or storage contract incorporating said Tariff, shall be construed to have the following meanings:

1. The term "Seller" or "Transporter" shall mean Tennessee Gas Pipeline Company, L.L.C., acting in its capacity as seller or transporter.
2. The term "Buyer" or "Shipper" shall mean any sales, transportation, storage or other customer of Seller.
3. The term "day" or "Gas Day" shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time).
4. The term "month" shall mean the period beginning at 9:00 a.m. CCT on the first calendar day of the calendar month and ending at 9:00 a.m. CCT on the first calendar day of the next succeeding calendar month.
5. The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the gas sales, transportation, storage or other contract, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.
6. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when such gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute).
7. The term "Mcf" shall mean 1,000 cubic feet of gas.
8. The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at a standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.
9. The term "Dekatherm" or "Dth", shall mean the quantity of heat energy which is 1,000,000 British thermal units. NAESB Standard 1.3.14 states: The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.
10. The term "total heating value", when applied to a cubic foot of gas, means the number of British thermal units produced by the complete combustion with air, at a constant pressure, of one anhydrous (dry) cubic foot of gas at a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Section 1 of Article II.
11. The term "load factor" for any given period of time shall mean the percentage obtained by dividing the amount of the actual or imputed average daily Dth delivery of gas during said period by the maximum daily delivery obligation of Transporter.
12. The term "scheduled quantity" shall mean the quantity of natural gas that (a) Shipper nominates for receipt at a receipt point (including fuel) or the quantity that Transporter redelivers to Shipper at a delivery point, and that (b) the operator of the connecting facilities confirms, and that (c) Transporter schedules for receipt or delivery.

GENERAL TERMS AND CONDITIONS

I. DEFINITION OF TERMS (continued)

13. The term "transportation service" shall include transportation, exchange, or backhaul service.
14. The term "long term firm service agreement" shall mean a firm transportation agreement with a term of one year or more.
15. The term "equivalent quantity" unless otherwise stated in the transportation contract shall mean that during any given period of time the thermal quantities of gas delivered at the Point(s) of Delivery shall be the thermal equivalent of the quantities of gas received at the Point(s) of Receipt for transportation less thermal quantities of gas for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with the transportation service; provided that the equivalent quantity shall not include any plant thermal reduction (PTR) unless the gas to be transported is not subject to a separate PTR Transportation Agreement.
16. The term "plant thermal reduction" (PTR) shall mean the combined loss in volume and Btu's attributable to processing including, but not limited to, plant fuel, shrinkage and flare.
17. The term "summer" shall mean the period commencing April 1 and ending October 31.
18. The term "winter" shall mean the period commencing November 1 and ending March 31.
19. The term "Balancing Agreement" shall mean a contract governing scheduling and balancing of designated supplies at designated points on Transporter's system, so that differences between actual flows and scheduled quantities are allocated to such Balancing Agreement, and shall include (as the context requires) Receipt Point Balancing Agreements, Delivery Point Balancing Agreements, Pipeline Balancing Agreements and Balancing Agreements with Aggregators.
20. The term "supply area" shall mean those points on Transporters system that are south of Station 47, 542 or 834 on Transporter's 100, 500, or 800 line, respectively.
21. The term "supply leg" shall mean the portion of Transporter's 100, 500, or 800 line within the supply area.
22. The term "market area" shall mean all points on Transporter's system north of Station 47, 542 or 834 on Transporter's 100, 500 or 800 line, respectively.
23. The term "Supply Area Pooling Area" shall mean the following points:
 - 1) 100 Leg - Zone 0 - Border: All points of receipt on Transporter's 100 Line south of Compressor Station 409 in Edinburg, Texas;
 - 2) 100 Leg - Zone 0 - South: All points of receipt on Transporter's 100 Line between Compressor Station 409 in Edinburg, Texas and Compressor Station 17 in East Bernard, Texas;
 - 3) 100 Leg - Zone 0 - North: All points of receipt on Transporter's 100 Line between Compressor Station 17 in East Bernard, Texas, and Compressor Station 40 in Natchitoches, Louisiana, including all points of receipts on the Carthage Line No. 701-1;
 - 4) 100 Leg - Zone 1: All points of receipt on Transporter's 100 Line between Compressor Station 40 in Natchitoches, Louisiana, and Compressor Station 87 in Portland, Tennessee;
 - 5) Station 87 - Zone 1: All points of receipt on Transporter's 500 Line between Compressor Station 534 in Purvis, Mississippi, and Compressor Station 87 in Portland, Tennessee; and all points of receipt on Transporter's 800 Line between Compressor Station 860 in Centerville, Tennessee, and Compressor Station 87 in Portland, Tennessee;
 - 6) 800 Leg - Zone 1: All points of receipt on Transporter's 800 Line between Compressor Station 834 in Winnsboro, Louisiana, and Compressor Station 860 in Centerville, Tennessee;

GENERAL TERMS AND CONDITIONS (continued)

I. DEFINITION OF TERMS (continued)

23. The term "Supply Area Pooling Area" shall mean the following points:
(continued)

- 7) 500 Leg - Zone L: All points of receipt on Transporter's 500 Line south of Compressor Station 534 in Purvis, Mississippi, and east of mainline valve 515 in Centerville, Louisiana;
- 8) 800 Leg - Zone L: All points of receipt on Transporter's 800 Line south of Compressor Station 834 in Winnsboro, Louisiana, including all points of receipt on the west side of mainline valve 515 in Centerville, Louisiana; all points of receipt on the Kinder-Sabine Line No. 800-1; and all points of receipt on Kinder-Natchitoches Line No. 501-1 south of Compressor Station 40 in Natchitoches, Louisiana.

For scheduling and segmentation purposes, the assigned geographic location of each Supply Area Pooling Area shall be a "paper" pooling point at the northernmost and/or easternmost receipt point, as applicable, on the mainline within the applicable Supply Area Pooling Area ("Pooling Area Point"); provided, however, the Pooling Area Point for the 100 Leg - Zone 1 Pooling Area will be at the north/northeast side of Compressor Station 47 in Ouachita Parish, Louisiana; provided, further, the Pooling Area Point for the 800 Leg - Zone 1 Pooling Area will be at MLV 837. The following Supply Area Pooling Area(s) are eligible for nominations at an alternate Supply Area Pooling Area as identified below ("Alternative Supply Area Pooling Area"):

Supply Area Pooling Area	Alternative Supply Area Pooling Area
100 Leg - Zone 0 - South	100 Leg - Zone 0 - Border
100 Leg - Zone 0 - North	100 Leg - Zone 0 - South
Station 87 - Zone 1	500 Leg - Zone L
800 Leg - Zone 1	800 Leg - Zone L

Each "paper" pooling point shall be identified in Transporter's Interactive Website.

The term "Market Area Pooling Area" shall mean the following points:

- 9) 100 Leg - Zone 2: All points of receipt on Transporter's 100 Line between Compressor Station 87 in Sumner County, Tennessee, and ending either at the Compressor Station 114 in Catlettsburg, West Virginia, or the point at which Transporter's Buffalo extension crosses the Ohio River;
- 10) Broad Run Spur - Zone 3: All points of receipt on Transporter's Broad Run Spur between Compressor Station 114 in Catlettsburg, West Virginia, and the West Virginia terminus of Transporter's pipeline three miles east of Clendenin, West Virginia;
- 11) 200 Leg - Zone 4: All points of receipt on Transporter's 200 Line in the states of Ohio and Pennsylvania;
- 12) 200 Leg West- Zone 5: All points of receipt on Transporter's 200 Line in the state of New York west of Compressor Station 245 in West Winfield, New York, excluding the Niagara Spur, but including all points of receipt on the H-C Line between the Pennsylvania-New York state line and Compressor Station 237 in Clifton Springs, New York;
- 13) 200 Leg East - Zone 5: All points of receipt on Transporter's 200 Line in the state of New York between Compressor Station 245 in West Winfield, New York and the New York-Massachusetts state line;

GENERAL TERMS AND CONDITIONS (continued)

I. DEFINITION OF TERMS (continued)

23. The term "Market Area Pooling Area" shall mean the following points:
 (continued)

- 14) 300 Leg - Zone 4: All points of receipt on Transporter's 300 Line in the state of Pennsylvania west of Compressor Station 315 in Wellsboro, Pennsylvania, including all points of receipt on the H-C Line between Compressor Station 313 in Coudersport, Pennsylvania and the Pennsylvania-New York state line;
- 15) 300 Leg Marcellus - Zone 4: All points of receipt on Transporter's 300 Line in the state of Pennsylvania between Compressor Station 315 in Wellsboro, Pennsylvania and the Pennsylvania-New Jersey state line;
- 16) 300 Leg - Zone 5: All points of receipt on Transporter's 300 Line in the states of New York and New Jersey;
- 17) Niagara Spur - Zone 5: All points of receipt on Transporter's Niagara Spur between Compressor Station 230C in Niagara, New York, and Compressor Station 230B in East Aurora, New York;
- 18) 200 Leg South - Zone 6: All points of receipt on Transporter's 200 Line beginning at the New York-Massachusetts state line and including points in the states of Massachusetts west and/or south of Compressor Station 267 in Hopkinton, Massachusetts, Connecticut, and Rhode Island;
- 19) 200 Leg North - Zone 6: All points of receipt on Transporter's 200 Line in the state of Massachusetts between Compressor Station 267 in Hopkinton, Massachusetts and the Massachusetts-New Hampshire state line, and New Hampshire; and
- 20) 300 Leg - Zone 6: All points of receipt on Transporter's 300 Line in the state of Connecticut.

For scheduling and segmentation purposes, the assigned geographic location of each Market Area Pooling Area shall be a "paper" pooling point at the northernmost and/or easternmost receipt point, as applicable, on the mainline within the applicable Market Area Pooling Area ("Pooling Area Point"); provided, however, the Pooling Area Point for the 200 Leg - Zone 4 Market Area Pooling Area shall be at the south/southwest side of Compressor Station 219 in Mercer, Pennsylvania, the Pooling Area Point for the 300 Leg - Zone 4 Market Area Pooling Area shall be at the east side of Compressor Station 313 in Coudersport, Pennsylvania, the Pooling Area Point for the 300 Leg Marcellus - Zone 4 Market Area Pooling Area shall be at the west side of Compressor Station 319 in Wyalusing, Pennsylvania, the Pooling Area Point for the 200 Leg West - Zone 5 Market Area Pooling Area shall be at the east side of Compressor Station 237 in Clifton Springs, New York, the Pooling Area Point for the 200 Leg South - Zone 6 Pooling Area shall be at the north/northeast side of Compressor Station 261 in Agawam, Massachusetts, and the Pooling Area Point for the 200 Leg North - Zone 6 Market Area Pooling Area shall be at the north/northeast side of Compressor Station 267 in Hopkinton, Massachusetts. The following Market Area Pooling Area(s) are eligible for nominations at an alternate Market Area Pooling Area as identified below ("Alternative Market Area Pooling Area");

Market Area Pooling Area	Alternative Market Area Pooling Area
300 Leg - Zone 4	200 Leg - Zone 4
300 Leg Marcellus - Zone 4	300 Leg - Zone 4
200 Leg East - Zone 5	200 Leg West - Zone 5
200 Leg North - Zone 6	200 Leg South - Zone 6

Each "paper" pooling point shall be identified in Transporter's Interactive Website.

24. The term "transportation quantity" (TQ) shall mean the maximum daily quantity of gas which Transporter agrees to receive (excluding fuel) and transport on a firm basis for the account of Shipper on each day during the term of the Shipper's Transportation Agreement. Shipper's specific TQ shall be a uniform quantity throughout the term of the Transportation Agreement, except as specifically allowed in any Rate Schedule.

GENERAL TERMS AND CONDITIONS (continued)

I. DEFINITION OF TERMS (continued)

25. The term "OFO daily tolerance" shall mean the percentage tolerance established in an operational flow order issued pursuant to Article X of the General Terms and Conditions which operators, producers, aggregators and shippers can deviate from scheduled quantities at a receipt or delivery point.
26. The term "transportation path" for a firm transportation agreement shall mean the zone of the primary receipt point, the zone of the primary delivery point and all intermediate zones; provided that Transporter's Zone 3 shall not be in the transportation path of any service that does not have a primary point in that zone. For a Firm Transportation Agreement with Primary Receipt and Delivery Points solely on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, the transportation path shall mean the Incremental Lateral, and any such Incremental Lateral shall not be in the transportation path of any service that does not have a Primary Receipt and Delivery Point on that Incremental Lateral.
27. The term "Interactive Website" shall mean Transporter's computer information and scheduling system accessed through Transporter's Internet website or through Electronic Data Interchange. "Electronic Data Interchange" or "EDI" shall mean electronic communication through means other than Transporter's System, that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board ("NAESB").

GENERAL TERMS AND CONDITIONS (continued)

I. DEFINITION OF TERMS (continued)

28. The term "delegated quantity" shall mean the portion of a Shipper's transportation quantity and of the maximum daily quantity at designated receipt and delivery points for which a Shipper has assigned to an Agent its nominating, scheduling and other administrative responsibilities pursuant to an Agency Agreement.
29. The term "Electronic Custody Transfer" or "ECT" shall mean the measurement of gas flow, when gas is transferred from the custody of one party to another, using electronic metering systems.
30. The terms "Central Clock Time" and "CCT" shall mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
31. The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.
32. The term "NAESB" shall mean the North American Energy Standards Board, which promulgates business practices and electronic communications standards that are required by Commission regulations under 18 C.F.R., Section 248.12. The NAESB Standards, Definitions, and Data Sets are adopted by Transporter as indicated in the General Terms and Conditions at Article XXXIII.
33. NAESB Standard 1.2.3 states: Pooling is: 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points. NAESB Standard 1.3.18 states: Deliveries from receipt points should be able to be delivered directly into at least one pool and delivery points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.
34. The term "Pooling Area" shall refer to Supply Area Pooling Area, Market Area Pooling Area or both Supply and Market Area Pooling Areas, as applicable.
35. The term "capacity path" shall mean the mainline pipeline path, up to the transportation quantity under Shipper's firm transportation contract, from a Shipper's Primary Receipt Point(s) to Primary Delivery Point(s), and the leg(s) of Transporter's system, up to the transportation quantity associated with the Primary Receipt Point(s) or Primary Delivery Point(s), where such points are located. For segmented releases, the capacity path of the Replacement Shipper's contract shall be that portion of the Releasing Shipper's capacity path released to the Replacement Shipper up to the transportation quantity under the Replacement Shipper's contract and the Releasing Shipper's capacity path shall be modified accordingly. Receipt point nominations from Supply Area Pooling Areas shall be considered to be Secondary Receipt Points within a Shipper's capacity path up to the transportation quantity under Shipper's firm transportation contract associated with the respective leg of Transporter's system. Receipt point nominations from Market Area Pooling Areas shall be deemed to be Secondary Receipt Points either within or outside of the Shipper's capacity path, depending on the Market Area Pooling Area's assigned geographic location and the transportation quantity under Shipper's firm transportation quantity associated with the respective leg of Transporter's system.
36. The term "Daily Variance" or "Daily Imbalance" shall have the meaning set forth in Section 7 of Rate Schedule LMS-MA and Section 5 of Rate Schedule LMS-PA.
37. The term "Hydrocarbon Dewpoint" shall mean cricondentherm, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondentherm) calculations are performed using the Peng-Robinson equation of state.
38. The term "HDP Segment(s)" shall have the meaning as defined in Article II, Section 6(a).

GENERAL TERMS AND CONDITIONS (continued)

I. DEFINITION OF TERMS (continued)

39. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system or at its Interconnects with interstate or intrastate pipelines, storage facilities, end users, and local distribution companies specifically related to actual or anticipated hydrocarbon liquid fallout. The term "Interconnect," in this context solely, shall mean the integrated metering, measurement, pressure regulation and gas handling facilities and other equipment ("Interconnect Equipment") located within the measurement/delivery complex where Transporter delivers gas to an interstate or intrastate pipeline, end user, storage facility or local distribution company, typically contained within a fenced or other secure enclosure. Interconnect Equipment may or may not be owned by Transporter and may or may not be located before the meter demarcating the change in possession of the gas.
40. The term "Interchangeability Segment(s)" shall have the meaning as defined in Article II, Section 5(p).
41. The term "Interchangeability Problem(s)" shall mean actual or anticipated problems in Transporter's ability to meet any of the gas quality specifications for gas delivered by Transporter as provided pursuant to Article II, Section 3 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

1. Composition of gas: The gas delivered by Transporter or received by Transporter from Shipper(s) shall be a combustible gas consisting wholly or in part of:
 - (a) Natural gas of the quality and composition produced by nature in petroleum, oil, and gas fields.
 - (b) Gas from revaporized liquefied natural gas.
 - (c) Manufactured, synthesized or mixed gas consisting essentially of the hydrocarbons of the quality and character of natural gas such that when it is comingled with natural gas, the two become indistinguishable.
 - (d) Gas derived and recovered from biomass such as dairy-derived biomethane, methane recovered from a landfill, or methane recovered from a wastewater treatment facility, such that when it is comingled with natural gas, the two become indistinguishable.
2. Transporter, in its own right or in accord with the instructions of Shipper, may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes and helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed prior to delivery to Shipper. Title to the products will remain with the party that has contracted for the processing rights and notified Transporter of such contract; otherwise, title to the products will remain with Transporter.
3. The provisions set forth in this Article II Section 3 shall apply to all gas delivered by Transporter under this FERC Gas Tariff.
 - (a) Heating value: The natural gas shall have a total heating value of not less than nine hundred and sixty-seven British thermal units per cubic foot nor more than eleven hundred and ten British thermal units. In the event that the total heating value of gas, per cubic foot, when determined by a chromatograph or chromatographic analysis of a sample of gas, falls below nine hundred and sixty-seven or above eleven hundred and ten British thermal units per cubic foot, Shipper shall have the option to refuse to accept said gas so long as said total heating value remains below nine hundred and sixty-seven or above eleven hundred and ten British thermal units per cubic foot.
 - (b) Wobbe Number: The gas shall have a Wobbe Number of at least 1314 but no more than 1400. The Wobbe Number shall be calculated by dividing the total heating value (dry) of the gas (at standard conditions of 14.73 psia and 60 degrees Fahrenheit) by the square root of the specific gravity of the gas.
 - (c) Non-Methane Hydrocarbons: The gas shall not contain more than 12% by volume of non-methane (C2+) hydrocarbons.
 - (d) Heavier Hydrocarbons: The gas shall not contain more than 1.5% by volume of heavier hydrocarbons (C4+).
 - (e) Carbon Dioxide: The gas shall not contain more than 2% by volume of carbon dioxide.
 - (f) Total Sulfur: The gas shall not contain more than five (5) grains of total sulfur (including mercaptans) per 100 cubic feet.
 - (g) Total Diluents: The gas shall not contain more than 4% by volume total diluents, which shall be the combined nitrogen, carbon dioxide, and oxygen by volume, provided however, that the carbon dioxide content does not exceed 2% and the combined nitrogen and oxygen content does not exceed 2.75%.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

3. (continued)

- (h) Hydrogen Sulfide: The gas shall not contain more than 0.25 grain of hydrogen sulfide (H₂S) per 100 cubic feet.
- (i) Water Vapor: The gas shall not contain more than 7 pounds of entrained water vapor per million cubic feet at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit.
- (j) Oxygen: The gas shall not contain more than 0.2% by volume of oxygen.
- (k) Freedom from objectionable matter: The natural gas delivered by Transporter under this Tariff shall be commercially free (at Transporter's prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matters (including hydrocarbon liquids) which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows at the point of delivery.
- (l) If required under Governmental Regulations, Transporter shall odorize the gas to be delivered by use of a malodorant agent as to indicate by a distinctive odor the presence of gas.

4. Failure to conform to specifications:

- (a) If the gas offered for delivery by Transporter shall fail at any time to conform to any of the specifications set forth in Section 3 of this Article II, then Shipper may, if practicable, notify Transporter of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery. If Shipper notifies Transporter of such deficiency as provided above, then Transporter shall take steps to cure such deficiency or upon Transporter's failure promptly to cure such deficiency in quality as specified in Section 3 of this Article II, Shipper may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and subject to review of Shipper's expense for reasonableness, Transporter shall reimburse Shipper for any reasonable expense incurred by it in effecting such changes. Nothing in this subsection (a) limits Transporter's obligation to reimburse Shipper if Shipper accepts delivery of non-conforming gas without having knowledge that the gas is non-conforming.
- (b) If a Shipper requests delivery ("Requesting Shipper") of gas that does not meet one or more of the gas quality specifications contained in Article II, Section 3 above ("Non-Conforming Gas"), nothing in this Article II shall prevent the Requesting Shipper from waiving any of its rights under this Section 4 or agreeing to indemnify, defend, and hold Transporter harmless from any damages to the Requesting Shipper's or other downstream party's facilities relating to Transporter's delivery of such Non-Conforming Gas. The Requesting Shipper may specify whether it is waiving one or more of the gas quality specifications contained in Article II, Section 3 above. A Shipper will not be deemed to be a Requesting Shipper if, in accordance with Section 4(a) of this Article II, Shipper accepts gas that fails to conform to any of the specifications in Section 3 of this Article II. Transporter shall reject any request to deliver Non-Conforming Gas if Transporter determines that it will adversely impact Transporter's system or other Shippers. This subsection shall not apply to delivery meters used primarily for the end-use combustion of natural gas.
- (c) Except as applied to a Requesting Shipper, nothing in this Article II shall relieve Transporter of its obligation to deliver gas that conforms to the specifications of Article II, Section 3.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY (continued)

5. The provisions set forth in this Article II Section 5 shall apply to all gas delivered to Transporter. Gas that satisfies any individual Safe Harbor indicated in Subsections (a) through (g) must also satisfy all other applicable provisions in Transporter's FERC Gas Tariff in order to be accepted by Transporter. Gas delivered to Transporter hereunder:
- (a) Transporter shall not refuse to accept delivery of gas that has a total heating value of not less than nine hundred sixty-seven (967) Btu's per cubic foot, and not more than eleven hundred and ten (1110) Btu's per cubic foot. This standard shall be referred to as Transporter's total heating value low (967) and high (1110) Safe Harbor;
 - (b) Transporter shall not refuse to accept delivery of gas that has a Wobbe Number of at least 1314 but no more than 1400. This standard shall be referred to as Transporter's Wobbe low (1314) and high (1400) Safe Harbor;
 - (c) Transporter shall not refuse to accept delivery of gas that contains 12% or less by volume of non-methane (C2+) hydrocarbons. This standard shall be referred to as Transporter's C2+ Safe Harbor;
 - (d) Transporter shall not refuse to accept delivery of gas that contains 1.5% or less by volume of heavier hydrocarbons (C4+). This standard shall be referred to as Transporter's C4+ Safe Harbor;
 - (e) Transporter shall not refuse to accept delivery of gas that contains less than 4% by volume total diluents, which shall be the combined nitrogen, carbon dioxide, and oxygen by volume, provided however, that the carbon dioxide content does not exceed 3% and the oxygen content does not exceed 0.2% and the combined nitrogen and oxygen content does not exceed 2.75%. This standard shall be referred to as Transporter's diluent Safe Harbor;
 - (f) shall not contain more than 3% by volume of Carbon Dioxide. However, Transporter shall not refuse to accept delivery of gas that contains 2% or less by volume carbon dioxide, which standard shall be referred to as Transporter's carbon dioxide Safe Harbor;
 - (g) shall not contain more than ten (10) grains of total sulfur (including mercaptans). However, Transporter shall not refuse to accept delivery of gas that contains five (5) grains or less of total sulfur (including mercaptans), which standard shall be referred to as Transporter's total sulfur Safe Harbor;
 - (h) shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, pathogen, active bacteria or bacterial agent capable of producing or contributing to corrosion and/or operational or other problems or are injurious to utility facilities or cause the gas to be unmarketable. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria and acid producing bacteria. Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline and Customer which is currently available or may become available at any time;
 - (i) shall be commercially free from objectionable odors, dust, water, any other solid or liquid matter that might interfere with its merchantability or cause injury to, or interference with, proper operation of the equipment through which it flows and any substance that might become separated from the gas in Transporter's facilities. Shipper shall furnish, install, maintain and operate drips, separators, heaters, and other mechanical devices as may be necessary to effect compliance with such requirements (after having secured the prior approval of Transporter as to the design and construction of such facilities, which approval shall not be unreasonably withheld);
 - (j) shall not contain more than 0.25 grain of hydrogen sulfide (H₂S) per one hundred (100) cubic feet;
 - (k) shall not contain more than 0.2% by volume of oxygen, and Shipper shall make every reasonable effort to keep the gas free of oxygen;

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

5. (continued)

- (l) shall not contain more than 4% by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed 3% by volume;
- (m) shall have a temperature of not more than one hundred twenty degrees (120 degrees) Fahrenheit;
- (n) shall have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dewpoint apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
- (o) Governmental authorities may require the odorization of gas by use of a malodorant agent as to indicate by a distinctive odor the presence of gas. Whenever odorized gas is delivered to Transporter, the quality and specifications of the gas shall be determined prior to the addition of such malodorant. Transporter shall not be obligated to receive such odorized gas from Shipper when such receipt may, in Transporter's sole discretion, be detrimental to Transporter's operations.
- (p) Procedures for Postings. Interchangeability Segment(s) and Monitoring Point(s) shall have the same meaning as HDP Segment(s) and Monitoring Point(s) as defined in Section 6 (a) and (b) of this Article II. Transporter shall, from time to time, and as Transporter deems operationally necessary, establish and post on its Interactive Website a limit on heating value, Wobbe Number, Carbon Dioxide, Nitrogen, C2+ or C4+, or total sulfur content (no lower than the applicable Safe Harbor) for receipts on specified Interchangeability Segments to cure or prevent an actual or anticipated Interchangeability Problem. As set forth below, Transporter shall post on its Interactive Website such limits when operational and engineering considerations on Transporter's System demonstrate, based on Transporter's determination, the need for such limits in order to prevent an anticipated Interchangeability Problem(s), to correct an actual Interchangeability Problem(s), or to assure that gas meets the specifications as defined in Article II, Section 3.
 - (i) To the extent that Transporter is able to meet delivery specifications set forth in Article II, Section 3 and to the extent that all other gas quality Tariff specifications are met, Transporter shall receive gas that has a heating value, Wobbe number, Carbon Dioxide, Nitrogen, C2+ or C4+, or total sulfur content outside of the Safe Harbor standards. In the event Transporter is unable to meet the delivery specifications as set forth in Article 3, Section 3, Transporter will post on its Interactive Website a limit for the specifications that cannot be met, not to be more stringent than the Safe Harbor value for the specifications. Transporter shall post the limit for the Interchangeability Segment(s) where Transporter is unable to meet the delivery specification through blending or other reasonable and prudent operational means, and any immediately upstream Interchangeability Segment(s) to the extent that Transporter deems it necessary to meet the delivery specifications.
 - (ii) The receipts in an Interchangeability Segment for which there is a posted limit that do not meet the Safe Harbor standard for the constituent for which there is a posting will be restricted volumetrically on a non-discriminatory, pro-rata basis. The posting will be applied to all segments upstream of the segment where it is anticipated that the delivery specification cannot be met provided that no segment is skipped between the segment where the delivery specification is not met and the segment where the limit is posted.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

5. (p)(continued)

- (iii) Transporter shall post limits in a given Interchangeability Segment that are no more restrictive than necessary to prevent or cure an Interchangeability Problem, consistent with the objective of maximizing supply while meeting the delivery specifications in Article II Section 3. During the period the Interchangeability Problem continues to exist, Transporter shall monitor gas quality in the affected Interchangeability Segment(s) and, as soon as reasonably practicable, will relax any posted limit to the maximum extent possible or remove the limit altogether.
- (iv) In the event of an actual or anticipated Interchangeability Problem, Transporter will provide as much notice of such limitation as reasonably practicable and will attempt to provide such notice at least ten (10) days prior to the effective date of the limitation.
- (v) Posted limits shall not exceed the limits needed to correct the specifically identified or anticipated inability to meet the delivery specifications set forth in Article II, Section 3.
- (vi) Where the Transporter cannot fully correct an identified or anticipated inability to meet the delivery specifications set forth in Article II, Section 3 by posting an limit in the most downstream Interchangeability Segment experiencing or anticipating the inability, it shall post a limit in contiguous upstream Interchangeability Segment(s) if Transporter determines that such upstream posting is operationally necessary. However, the limit in such Interchangeability Segment(s) may be no stricter than the limit in the first Interchangeability Segment. Where the gas flowing at upstream Interchangeability Monitoring Point complies with the posted limit, Transporter shall not apply any limit to that point or any other upstream receipt point.
- (vii) When Transporter posts a limit for a particular Interchangeability Segment, all gas receipts into the affected Interchangeability Segment either from interconnects or from any adjacent Interchangeability Segment feeding gas directly into the affected Interchangeability Segment must meet the posted limitation for the affected Interchangeability Segment.
- (viii) To the extent that it does not create undue risk of an Interchangeability Problem, Transporter will not apply the heating value, Wobbe Number, Carbon Dioxide, Nitrogen, C2+ or C4+, or total sulfur content limits of this Section 5 to receipts into Transporter's system from storage facilities (storage withdrawals).

6. Hydrocarbon Dewpoint. Transporter may not refuse to accept delivery of gas with a Hydrocarbon Dewpoint equal to or less than 15 degrees Fahrenheit ("F"), provided that such gas satisfies all other applicable provisions of Transporter's FERC Gas Tariff. This Standard shall be referred to as Transporter's Hydrocarbon Dewpoint Safe Harbor. Transporter shall, from time to time, and as Transporter deems operationally necessary, establish and post on its Interactive Website a limit on Hydrocarbon Dewpoint (no lower than the Hydrocarbon Dewpoint Safe Harbor) for receipts on specified HDP Segments to cure or prevent hydrocarbon liquid fallout. As set forth below, Transporter shall post on its Interactive Website such limits when operational and engineering considerations on Transporter's System demonstrate, based on Transporter's determination, the need for such limits in order to prevent anticipated hydrocarbon liquid fallout, to correct problems from actual hydrocarbon liquid fallout, or to assure that gas would be accepted for delivery into interconnects, including with interstate or intrastate pipelines, storage facilities, end users, and local distribution companies.

- (a) Procedures for Postings. Transporter shall establish Monitoring Points on its system for the purpose of posting Hydrocarbon Dewpoint limits pursuant to this Section 6. For purposes of this Section, "HDP Segment(s)" shall be that portion of Transporter's System between Monitoring Points or, for the furthestmost upstream Monitoring Points of Transporter's System, the applicable HDP Segment shall be the remaining portion of Transporter's upstream system.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

6(a) Hydrocarbon Dewpoint
(continued)

- (i) HDP Problem(s) - Actual Hydrocarbon Liquid Fallout - If Transporter experiences an HDP Problem and Transporter determines that a limit on Hydrocarbon Dewpoint is operationally necessary, Transporter shall post on its Interactive Website Hydrocarbon Dewpoint limits (no lower than 15 degrees F) at the point where the liquid fallout occurs and then to the receipt points upstream of that location within the HDP Segment where the fallout is occurring. If that will not correct the HDP Problem, Transporter shall apply Hydrocarbon Dewpoint limits for each HDP Segment immediately upstream of the HDP Segment where the liquid fallout occurs up to the nearest Monitoring Point that satisfies the Hydrocarbon Dewpoint limit. Any such Hydrocarbon Dewpoint limit shall be applied uniformly to all receipt points in such HDP Segments. Transporter's analysis and posting of HDP limits shall not skip over any HDP Segment between the HDP Problem and the furthestmost upstream HDP Segment to which an HDP limit is posted.
- (ii) HDP Problem(s) - Anticipated Hydrocarbon Liquid Fallout - When Transporter anticipates an HDP Problem under foreseeable operating conditions and Transporter determines that Hydrocarbon Dewpoint limits are necessary, Transporter shall post on its Interactive Website, pursuant to the procedures established in this section below, Hydrocarbon Dewpoint limits (no lower than 15 degrees F) for the HDP Segment(s) of Transporter's System required to prevent the anticipated liquid fallout. Transporter shall make such a posting when Transporter's analysis of system operating factors indicates to Transporter a need for a limitation. Such factors may include, but are not limited to, anticipated processing plant operation, pressure reduction, flow patterns, flowing gas temperatures, and Hydrocarbon Dewpoint temperatures. Hydrocarbon Dewpoint limitations posted pursuant to this section shall be applied to all HDP Segment(s) where potential for liquid fallout is anticipated absent such Hydrocarbon Dewpoint limitation and to all HDP Segments required to prevent the anticipated liquid fallout under foreseeable operating conditions, provided such posting shall not skip over any HDP Segment between the HDP Problem and the furthestmost upstream HDP Segment to which an HDP limit is posted. Transporter shall post on its Interactive Website an explanation of the basis for the HDP limit. Upon Shipper's request, Transporter shall provide, within three Business Days, a written detailed explanation of the nature and level of the anticipated hydrocarbon liquid fallout problem, the reasons for its choices of the posted HDP limit and the affected HDP Segments and the specific points (i.e., valve, delivery meter, interconnection facility, etc.), if applicable, where Transporter anticipated hydrocarbon liquids fallout.
- (iii) Transporter shall post HDP limits in a given HDP Segment only to the extent necessary to prevent or cure an HDP Problem. Such posted Hydrocarbon Dewpoint limits shall remain in effect no longer than necessary.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

6(a) Hydrocarbon Dewpoint
(continued)

- (iv) To the extent that it does not create undue risk of an HDP Problem, Transporter will not apply the Hydrocarbon Dewpoint limits of this Section to receipts into Transporter's system from storage facilities and from meters that are not upstream of a processing plant with available capacity and that flow 500 dth or less per day.
- (v) Transporter will provide as much notice of such limitation as reasonably practicable and will attempt to provide such notice at least ten (10) days prior to the effective date of the limitation.
- (vi) Posted Hydrocarbon Dewpoint limitations shall not exceed the limits needed to correct the specifically identified or anticipated HDP Problem on specific HDP Segments of Transporter's system.
- (vii) Where the Transporter can not fully correct an HDP Problem by posting a Hydrocarbon Dewpoint limit in the most downstream HDP Segment experiencing or anticipating an HDP Problem, it shall post a Hydrocarbon Dewpoint limit in subsequent upstream HDP Segment(s) if Transporter determines that such upstream posting is operationally necessary. However, the Hydrocarbon Dewpoint limit in the subsequent HDP Segment(s) may be no stricter than the limit in the first HDP Segment. Where the Hydrocarbon Dewpoint of an upstream Monitoring Point complies with the posted Hydrocarbon Dewpoint limit, Transporter shall not apply any Hydrocarbon Dewpoint limit to that point or any other upstream receipt point in the sequential HDP Segment.
- (viii) When Transporter posts a Hydrocarbon Dewpoint limit for a particular HDP Segment, all gas receipts into the affected HDP Segment either from interconnects or from any adjacent HDP Segment feeding gas directly into the affected HDP Segment must meet the posted HDP limit for the affected HDP Segment.
- (ix) Transporter will not require processing of gas at receipt points upstream of the tailgate of a straddle plant that meets the posted Hydrocarbon Dewpoint limit without processing.
- (x) To the extent operationally feasible, Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that Transporter approves a pairing proposal as set forth in Section 6(c).
- (xi) Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that the Shipper or a third party provides to Transporter proof of processing at a plant within the HDP Segment where the gas at the tailgate of that plant satisfies the Hydrocarbon Dewpoint limitation for the applicable HDP Segment.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

6 Hydrocarbon Dewpoint
(continued)

- (b) Monitoring Points. Transporter shall utilize the following Monitoring Points to establish HDP Segments on Transporter's System for purposes of posting Hydrocarbon Dewpoint limits per this Section 6.

1.	Rio Bravo, TX	16.	Mercer, PA
2.	Agua Dulce, TX	17.	Coudersport, PA
3.	Natchitoches, LA	18.	Union Dale, PA
4.	Kinder, LA	19.	Mahwah, NJ
5.	Yscloskey, LA	20.	Greenwich, CT
6.	Heidelberg, MS	21.	Bloomfield, CT
7.	Batesville, MS	22.	East Aurora, NY
8.	Centerville, TN	23.	Clifton Springs, NY
9.	TVA, TN	24.	Niagara Mohawk, NY
10.	Portland, TN	25.	Agawam, MA
11.	Dry Creek, KY	26.	Mendon, MA
12.	North Means, KY	27.	Hopkinton, MA
13.	Catlettsburg, KY	28.	Dracut, MA
14.	Greenup, KY	29.	Malden, MA
15.	Petersburg, OH		

For purposes of defining the HDP Segments upstream of the monitoring points established at Yscloskey and Kinder, and in recognition that although Kinder and Yscloskey are located on different supply legs of Tennessee's system, some of the facilities upstream of Kinder and Yscloskey are physically interconnected, Transporter shall limit the Yscloskey HDP Segment to that portion of the facilities upstream of Yscloskey that are receiving gas that physically flows in the direction of the Yscloskey Point, and shall similarly limit the Kinder HDP Segment to those receipt points that are receiving gas that flows in the direction of the Kinder Monitoring Point.

- (c) Pairing. Subject to the conditions below, Transporter shall allow a shipper or supplier whose gas does not meet a posted Hydrocarbon Dewpoint limit to contractually pair its gas with a shipper or supplier whose gas satisfies the posted specification, or to self-pair its own gas supplies so that the combined supply meets the posted Hydrocarbon Dewpoint limit, so long as the pairing arrangement does not create undue risk of an HDP Problem.
- (i) A shipper or supplier wishing to contractually pair or to self-pair supplies must provide Transporter with a written proposal for the pairing of its volumes (including but not limited to e-mail or facsimile).
 - (ii) Within two (2) Business Days of receipt of a pairing proposal, Transporter will determine and notify shipper or supplier whether the proposal can physically occur on Transporter's system without creating an undue risk of an HDP Problem, provided that such evaluation shall not consider receipts of gas from production area storage facilities upstream of Station 87.
 - (iii) If Transporter determines that shipper's or supplier's proposal is physically possible, then Transporter will evaluate whether the commingled stream that would result from the proposal satisfies the Hydrocarbon Dewpoint limitation.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

6(c) Hydrocarbon Dewpoint
(continued)

- (iv) Once Transporter approves a specific pairing arrangement, such arrangement shall remain in effect until terminated by shipper or supplier, terminated by Transporter due to a material change in Transporter's operations so that the pairing arrangement creates undue risk of an HDP Problem or until Transporter reduces the Hydrocarbon Dewpoint limit on the segment(s) of Transporter's System that include the gas subject to the pairing arrangement. If Transporter reduces a Hydrocarbon Dewpoint limit, it will allow existing pairing arrangements to continue, so long as the parties to such arrangements notify Transporter within one (1) Business Day of adjustment of the affected volumes to meet the newly posted Hydrocarbon Dewpoint limit, and such volume adjustments do not create undue risk of an HDP Problem.
 - (v) To the extent that Transporter determines that the pairing proposal does not meet one or more of the above listed conditions, Transporter will provide shipper or supplier a written denial specifying the basis for the determination.
 - (vi) Transporter shall permit all shippers and suppliers interested in pairing to post relevant data, including contact information, on Transporter's Interactive Website.
 - (d) Transporter shall post on its Interactive Website each Receipt Point Hydrocarbon Dewpoint value Transporter calculates, within 24 hours after making the calculations, and the method by which the Hydrocarbon Dewpoint value was calculated.
 - (e) Transporter shall post on its Interactive Website each blended Hydrocarbon Dewpoint and blended BTU values Transporter calculates for a line segment of its system within 24 hours of such calculation.
 - (f) HDP Measurement - Transporter shall perform the Hydrocarbon Dewpoint (cricondentherm) calculations for Section 6 using the Peng-Robinson equation of state and C6+ assumptions consistent with industry practices. Upon a shipper's request, Transporter shall conduct a C9+ analysis; provided that in no event shall Transporter be required to conduct such C9+ analysis at any one receipt point more frequently than once every twelve months, except if a new source of supply has been added at that point.
- 7. The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Article II Sections 5 and 6 shall be approved by Transporter prior to such facilities being placed in service, such approval not to be unreasonably withheld.
 - 8. Tests to determine sulfur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.
 - 9. If gas fails to meet the quality specifications set out in Sections 5 and 6 of this Article II, then Transporter shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within a reasonable period of time, Transporter may terminate the applicable gas service contract as to the deficient gas.

Nothing in this Article II shall prevent Transporter from waiving any quality specifications where the acceptance of non-conforming gas will not, in the reasonable judgment of Transporter, adversely impact Transporter's operations or create an HDP Problem or Interchangeability Problem and further provided that once such gas has been blended, to the extent that blending occurs, the comingled gas stream at any point on Transporter's system is compliant with the specifications set forth in Section 3 of this Article II.

GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY (continued)

10. Notwithstanding the exercise by Transporter of the options in Section 9 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Transporter's election under Section 9 above, Shipper shall reimburse Transporter for all expenses incurred in repairing injuries to Transporter's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Sections 5 and 6 of this Article II.
11. Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shippers subject to Rate Schedules contained in Volume No. 1 of Transporter's FERC Gas Tariff, the collection shall be by means of an Incidental Charge.
12. In the event that any separation and dehydration and/or processing required by Transporter is to occur after delivery of transportation gas to Transporter, then such transportation of liquefiable hydrocarbons shall be done pursuant to a PTR Transportation Agreement in the form included in Transporter's FERC Gas Tariff. Transportation and separation of liquid and gas dehydration may be done by separate agreement with Transporter. Any Shipper transporting PTR shall be required to enter into a PTR Transportation Agreement with Transporter or a Transportation Contract under Rate Schedule IT for the transportation of PTR make-up quantities.

III. MEASUREMENT AND MEASURING EQUIPMENT

1. Determination of volume: The volume of gas received and delivered by Transporter shall be determined as follows:
 - (a) Unit of Measurement: The service unit of gas scheduled, received, or delivered by Transporter shall be a dekatherm. Daily quantities shall be prorated uniformly over periods of hours for scheduling of service changes during the day.
 - (b) Dekatherms shall be determined by multiplying the Mcf volume by the ratio of the heating value per cubic foot to 1,000.
 - (c) The unit of volume, for the purpose of measurement, shall be defined as one cubic foot (1cf) of gas at a temperature of sixty degrees Fahrenheit (60°F), and at a pressure of thirty-three hundredths pounds per square inch (.33 PSI) above an assumed atmospheric pressure of fourteen and four tenths pounds per square inch (14.4 PSI) resulting in a pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 PSI) absolute pressure. One thousand (1,000) cubic feet shall be denoted as 1 Mcf.
 - (d) The closing of measurement shall be no later than the fifth (5th) business day after the close of the production month.
2. Determination of Total Heating Value: The total heating value of gas received and delivered by Transporter shall be determined as follows:
 - (a) The total heating value of the gas per cubic foot shall be determined by taking the average of the heating values as determined each day by a chromatograph or the chromatographic analysis of a sample of gas, or any other method mutually agreed upon. The average (flow weighted) heating value of the gas per cubic foot (Btu/cf) for a unit of time shall be determined by the total dekatherms divided by the total Mcf volume multiplied by 1000.
 - (b) The temperature of the gas passing through the meters shall be determined continuously by a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. Arithmetic averages of the temperature recorded each day shall be used in computing the Mcf of gas.

GENERAL TERMS AND CONDITIONS (continued)

III. MEASUREMENT AND MEASURING EQUIPMENT

2. Heating Value
(continued)

- (c) The specific gravity of the gas delivered shall be determined by the use of chromatographic analysis or any other method mutually agreed upon. Determination of the specific gravity and heating value per cubic foot (Btu/cf) shall be determined at approximately the same time or from the same analyzed gas sample.
- (d) The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association for Research Project NX-19 corrected for carbon dioxide and nitrogen, or any applicable formulae published by the American Gas Association. The molecular percentage of N₂ and CO₂ shall be determined at approximately the same time or from the same analyzed gas sample used for the determination of the compressibility factors, with corrections for specific gravity, temperature and pressure.

- 3. Measuring Station: With respect to gas received or delivered under a Transportation Contract, unless otherwise agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point(s) and Delivery Point(s). The Heating Value of natural gas delivered shall be measured and determined in accord with Article II of the General Terms and Conditions.

- (a) Orifice Meters. Orifice meters, if used, shall be installed, and gas volumes computed, in accordance with American National Standard Bulletin ANSI/API 2530. Orifice Metering of Natural Gas, dated September 1985 and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
- (b) Positive Displacement Meters. Diaphragm or rotary meters, if used, shall be installed, and volumes computed, in accordance with generally accepted industry practices.
- (c) Turbine Meters. Turbine meters, if used, shall be installed, and volumes computed, in accordance with American Gas Association report 7 dated November, 1984 and any modifications and amendments thereof.
- (d) Electronic Flow Computers. Electronic or other types of flow computers if used shall be installed, and volumes calculated in accordance with generally accepted industry practices. Transporter will install electronic measurement and communications equipment at receipt points at which flows exceed 2,000 Dth/d and at delivery points where deliveries exceed 1,000 Dth/d.
- (e) New Measurement Techniques. If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.

- 4. Check measuring equipment. Check measuring equipment shall be limited to one Transporter, one Shipper and one Operator where each may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the primary measuring equipment or the operation of the facility or the other party's measuring equipment.

- 5. Right to be present: Transporter, Shipper or Operator shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with another party's measuring equipment used in measuring or checking the measurement of deliveries of gas under a gas sales or transportation contract. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the others its records, together with calculations therefore, for inspection and verification, subject to return within ten days after receipt thereof.

GENERAL TERMS AND CONDITIONS (continued)

III. MEASUREMENT AND MEASURING EQUIPMENT (continued)

6. Care required: All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered under the gas sales contract or the transportation contract.
7. Calibration and test of meters: The accuracy of Transporter's, Shipper's or Operator's measuring equipment shall be verified at reasonable intervals, and if requested, in the presence of representatives of Transporter, Shipper or Operator but no party shall be required to verify the accuracy of equipment more frequently than once in any thirty-day period. In the event that a party shall notify the others that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any special test shall be borne by the requesting party if the measuring equipment tested is found to be in error by not more than two percent.

If, upon testing, any measuring equipment is found to be in error by not more than two percent, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen days.
8. Correction of metering errors - failure of meters: In the event a meter is out of service, or registering inaccurately, the volume of gas delivered shall be determined:
 - (a) by using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a);
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation, or in the absence of both (a) and (b);
 - (c) by estimating the quantity of the delivery by use of deliveries during periods under similar conditions when the meter was registering accurately.
9. NAESB Standard 2.3.11 states: For treatment of measurement prior periods adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month.

NAESB Standard 2.3.14 states: Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
10. Preservation of metering records: Transporter, Shipper and Operator shall each preserve for a period of at least one year all test data, charts and other similar records.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

1. Determination of Receipts and Deliveries:

- (a) NAESB Standard 2.3.16 states: List of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Operator Provided Value. NAESB Standard 2.3.17 states: The same standard allocation methodologies should be available for use at all points. In addition, NAESB Standard 2.3.18 states: The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. NAESB Standard 2.3.4 states: Only one PDA allocation methodology should be applied per allocation period. NAESB Standard 2.3.5 states: The upstream or downstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before start of Gas Day. Further, NAESB Standard 2.3.19 states: The transportation service providers should accept NAESB WGQ-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. In addition, NAESB Standard 2.3.3 states: There is no need to submit pre-determined allocations if a transportation service provider has an OBA in effect for a point. In this Section 3, the term "Party" shall include producer, shipper, operator, supply aggregator and market aggregator, and the term "Up/Down Party" shall include any upstream or downstream connected party.
- (b) Allocation of Receipts - Unless prohibited by applicable law or regulation, the quantities received by Transporter at any receipt point shall be allocated among Parties and services as follows:
 - (1) Transporter shall allocate actual deliveries into its system in accordance with allocation procedures specifically agreed to by Transporter and the operator of a point and/or Up/Down Party(ies) ("UDP") at a point as provided for in the Balancing Agreement(s) (Operational, Pipeline or Aggregator) governing the point.
 - (2) In the absence of a methodology set forth in Section 1(b)(1):
 - (a) The operator at the receipt point shall advise Transporter via Transporter's Interactive Website, EDI or e-mail prior to the commencement of the Gas Day of an agreeable PDA to be utilized in determining actual receipts among all UDP(s) scheduled to receive service at the point, provided that such PDA must allocate receipts based upon scheduled quantities. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's PDA quick response via EDI. Transporter shall confirm receipt of the PDA within fifteen (15) minutes.
 - (b) UDP(s) at the receipt point shall advise Transporter via Transporter's Interactive Website, EDI or e-mail prior to the commencement of the Gas Day of an agreeable PDA utilized in determining actual receipts among all Shippers scheduled to receive service from that UDP at that point, provided that such PDA must allocate receipts based upon scheduled quantities. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's quick response via EDI. Transporter shall confirm receipt of the PDA within fifteen (15) minutes.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

1.(b)(2) Determination of Receipts and Deliveries:
(continued)

- (c) Shipper shall advise Transporter via Transporter's Interactive Website, EDI or e-mail prior to commencement of the Gas Day of an agreeable PDA to be utilized in determining actual receipts among their service packages at that point, provided that such PDA must allocate receipts based upon scheduled quantities. Confirmation of receipt of PDAs transmitted via EDI shall be Transporter's quick response via EDI. Transporter shall confirm receipt of PDA within fifteen (15) minutes.
- (d) Allocation of Deliveries - Unless prohibited by applicable law or regulation, the quantities delivered by Transporter at any delivery point shall be allocated among Parties and services in accordance with any allocation procedures specifically agreed to by Transporter and an interconnecting pipeline pursuant to a Pipeline Balancing Agreement or agreed to by Transporter and the operator of delivery point(s) pursuant to a Balancing Agreement; provided, however, Transporter will not be required to enter into arrangements with such operators or interconnecting pipelines if they are not creditworthy in accordance with the provisions set forth in Article XXVI of these General Terms and Conditions.
- (e) Notification of Allocation Methodology - Upon receipt of a request from Party, Transporter will promptly notify Party of the applicable rules governing the allocation of Party's gas at Party's Receipt and Delivery Points.
- (f) Correction of Allocations - NAESB Standard 2.3.26 states: The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

2. Scheduling

- (a) Initial Service: Upon execution of a transportation or storage service agreement with Transporter, Shipper shall send its nomination(s) to Transporter via Transporter's Interactive Website, with all necessary nomination information as set forth in the applicable NAESB Standards and as designated in Transporter's Interactive Website ("Nomination Information"), no later than 1:00 p.m. CCT on the day prior to the proposed commencement of any transportation or storage service. A copy of all Nomination Information provided Transporter shall also be provided by Shipper to the applicable upstream/downstream connected party(s) at the receipt and delivery points through which Shipper desires to receive service.

Transporter shall receive the nomination(s) via Transporter's Interactive Website no later than 1:15 p.m. CCT (1:30 p.m. CCT for an Electronic Data Interchange quick response from Transporter) on the day prior to the proposed commencement of service. No transportation or storage service will commence unless or until (1) Transporter has received the nomination(s) from Shipper, including a specification of the routing of the nominated volumes, and (2) all applicable upstream/downstream connected parties have submitted to Transporter the information required by Rate Schedule LMS-MA, LMS-PA or Pipeline Balancing Agreement as applicable, including a specification of the quantities to flow, and with respect to receipt points not governed by Receipt Point Balancing Agreements, a predetermined Allocation Methodology for the allocation of the flows at the Receipt Point. The upstream and/or downstream connected party will provide final, completed confirmation no later than 4:30 p.m. CCT on the day prior to the commencement of the nominated service.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

2. Scheduling
(continued)

- (b) Change in Service: For purposes of scheduling any change in any transportation or storage service, Shipper will send its nomination(s) via Transporter's Interactive Website, no later than 1:00 p.m. CCT on the day prior to the requested commencement of the revised service, indicating the changes to be made to the service and the date the revised service is to commence. A copy of all Nomination Information provided Transporter shall also be provided by Shipper to the upstream/downstream connected party at the receipt and delivery points through which Shipper receives service pursuant to procedures established by Shipper and such upstream/downstream connected party. Transporter shall receive the nomination(s) by no later than 1:15 p.m. CCT (1:30 p.m. CCT for an Electronic Data Interchange quick response by Transporter) on the day prior to the requested commencement of the revised service. The upstream and/or downstream connected party at the applicable receipt and delivery points will confirm with Transporter through Transporter's Interactive Website that Shipper's nominated quantities will be received or delivered by providing Transporter all necessary confirmation information as set forth in the applicable NAESB Standards and as designated in Transporter's Interactive Website ("Confirmation Information"). The upstream and/or downstream connected party will provide final, completed confirmation no later than 4:30 p.m. CCT on the day prior to the commencement of the nominated service.
- (c) Scheduling Duration: NAESB Standard 1.3.5 states: All nominations should include shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract.
- (d) NAESB Standard 1.2.4 states: An intraday nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of Gas Day and runs through the end of that Gas Day.

NAESB Standard 1.3.2 states: All Transportation Service Providers (TSPs) should support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(i) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Service Requester (SR);
- 1:15 p.m. Nominations are received by the TSP (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. TSP sends the Quick Response to the SR;
- 4:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:00 p.m. SR and Point Operator receive scheduled quantities from the TSP.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(ii) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the SR;
- 6:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 6:30 p.m. TSP sends the Quick Response to the SR;
- 8:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 9:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

2.(d) Scheduling
(continued)

(iii) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the SR;
- 10:15 a.m. Nominations are received by the TSP (including from TTTSPs);
- 10:30 a.m. TSP sends the Quick Response to the SR;
- 12:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 1:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(iv) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the SR;
- 2:45 p.m. Nominations are received by the TSP (including from TTTSPs);
- 3:00 p.m. TSP sends the Quick Response to the SR;
- 5:00 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:30 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(v) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the SR;
- 7:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 7:30 p.m. TSP sends the Quick Response to the SR;
- 9:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 10:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

- (vi) For purposes of NAESB WGQ Standard 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

Transporter shall schedule Intraday Nomination Changes subject to subsections (f), (g), (h), (i) and (j) below. Upon receipt of the Intraday Nomination, Transporter agrees to adjust gas flow (1) within sixty minutes of the time that Transporter receives the nomination; (2) schedule the nomination at the next intraday effective time, or the next hourly scheduling opportunity if the nomination is received after 7:00 p.m. CCT; and (3) adjust the nomination so that the increase and decrease in quantities, as identified in subsection (h) below, are based on the time when the adjustment to gas flow was made by Transporter rather than the effective time when the nomination was scheduled. Adjustment in gas flow under this provision shall mean that a Shipper may increase gas

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
2.(d) Scheduling
(continued)

flow by a volume up to 1/24 of their contractual Maximum Daily Quantity multiplied by the number of hours remaining in the day, or decrease gas flow down to a volume equal to 1/24 of the Shipper's scheduled volumes multiplied by the number of hours of gas flow for that day. Any adjustment in gas flow under this provision is subject to subsections (f), (g), (h), (i), and (j) below, as well as the mutual agreement of Transporter, Shipper and the upstream/downstream connected parties in advance of the adjusted gas flow.

- (e) Hourly Nomination Changes: A Shipper under Rate Schedule FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, LMS-MA, LMS-PA, PTR, IS, or SA or a storage customer under any firm storage rate schedule may change its nomination sixty minutes in advance to be effective on any hour of the day between 11:00 p.m. CCT and 8:00 a.m. CCT by making a nomination in Transporter's Interactive Website. For Electronic Data Interchange, Transporter shall receive such nominations no later than forty-five minutes in advance of the effective time. However, for the 8:00 a.m. CCT hourly nomination cycle, Shipper may change its nomination no later than 8:00 a.m. CCT to be effective at 8:00 a.m. CCT.

Upon receipt of nomination, Transporter agrees to adjust gas flow in advance of the next hourly effective time subject to subsections (f), (g), (h), (i) and (j) below, provided that Transporter, Shipper and the upstream/downstream connected parties mutually agree in advance to the adjusted gas flow.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
2.(e) Scheduling
(continued)

NAESB Standard 1.3.4 states: All parties should support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven-days-a-week, twenty-four-hours-a-day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or other electronic means.

Hourly Nomination Changes requested between the hours of 11:00 p.m. CCT and 8:00 a.m. CCT must be nominated and confirmed by all affected parties via telephone to Transporter's Gas Control Center as well as through its Interactive Website. Transporter shall schedule Hourly Nomination Changes subject to the restrictions set forth in Sections (f), (g), and (h) hereof.

- (f) Bump Protection for Firm Primary and Secondary Services: With the exception of an Intraday Nomination Change received from a firm storage customer at the Intraday 1 or the Intraday 2 Nomination Cycle, Transporter shall not schedule an Intraday Nomination Change or an Hourly Nomination Change, if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary or secondary service. With regards to an Intraday Nomination Change received from a firm storage customer at the Intraday 1 or the Intraday 2 Nomination Cycle, Transporter shall not schedule such Intraday Nomination Change if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary service. Transporter shall give such Intraday Nomination Change priority over nominated and scheduled volumes for shippers flowing volumes with a priority below primary. Protected firm services do not include Authorized Overrun service or Extended Receipt/Delivery Service.
- (g) Bump Protection for Other Services: Transporter shall give an intraday nomination submitted by a firm shipper priority over nominated and scheduled volumes for shippers flowing volumes with a priority below that in Article IV, Section 3(e). Transporter shall provide bump notice to bumped shippers by 1:00 p.m. as to intraday nominations submitted at the Intraday 1 Nomination Cycle, by 5:30 p.m. as to intraday nominations submitted at the Intraday 2 Nomination Cycle, and by 9:00 p.m. as to intraday nominations submitted at the Evening Nomination Cycle. Transporter shall provide bump notice to the bumped shippers by the notice procedures set forth in Article X, Section 2.3 of the General Terms and Conditions. Transporter will not permit bumping of intraday nominations submitted at the Intraday 3 Nomination Cycle.
- (h) All nominations, including intraday and hourly nominations, shall be stated in terms of a daily transportation quantity; provided, however, that Transporter shall not be required to schedule any such nomination where the nominated quantity exceeds the maximum daily quantity permitted under the service agreement pursuant to which service is requested or which would require Transporter to provide an unreasonably excessive change in the hourly flow rate contrary to Article III, Section 1(a); provided further that Transporter shall not be required to schedule any intraday or hourly nomination for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intraday or hourly nomination; and provided further that the last intraday or hourly nomination received with respect to a day shall be deemed to be the valid nomination for such day and shall supersede any previous nomination for such day. An intraday or hourly nomination shall terminate at the end of the day for which it was submitted and the nomination in effect prior to the submission of any intraday or hourly nomination for such day shall continue in effect for the time period stated in the nomination.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

2. Scheduling
(continued)

- (i) Any nomination, including intraday and hourly nominations, received by Transporter after the nomination deadlines provided in subsections (a), (b), (d) and (e) above shall be scheduled by Transporter provided that i) Transporter and all affected parties mutually agree to schedule the late nomination and ii) the scheduling of such late nomination does not bump a nomination received prior to the nomination deadlines referenced above.
- (j) A Shipper under rate schedule FT-A or FT-G may nominate segments between a Primary Receipt and Primary Delivery Point or between two points in a zone for which Shipper is paying demand charges under its transportation agreement, provided that for Shippers with Primary Receipt and Primary Delivery Points solely on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, such Shippers may nominate a segment only on the Incremental Lateral and Shippers without Primary Receipt and Primary Delivery Points on the Incremental Lateral shall not nominate any segment containing points on the Incremental Lateral. Notwithstanding the foregoing, a Shipper under Rate Schedule FT-A may nominate a segment containing a point on an Incremental Lateral in accordance with Sections 4.8 and 4.9 of Rate Schedule FT-A. Shipper may overlap nominations on Transporter's system provided that these overlaps do not exceed capacity entitlements in any segment (or portion) of Transporter's system. Shipper may exceed capacity entitlements at a point provided that any resulting overlap of contract quantities at a point consists only of a forwardhaul(s) up to capacity entitlement and a backhaul(s) up to capacity entitlement to the same point.
- (k) Notwithstanding any other provision of this Section 2, Transporter shall have the right to refuse any nomination change hereunder in the event that, in Transporter's sole discretion, scheduling such nomination change threatens the operational integrity of Transporter's system.
- (l) Notification of Scheduling - The upstream and/or downstream connected party at the applicable receipt and delivery points will confirm with Transporter through Transporter's Interactive Website that Shipper's nominated quantities will be received or delivered. Nominations other than intraday or hourly nominations must be confirmed by the upstream and/or downstream connected party in accordance with subsections (a) and (b) above. Intraday and hourly nominations must be confirmed by the upstream and/or downstream connected party in accordance with subsections (d) through (i) above. Shipper and applicable upstream and/or downstream connected party will receive notice from Transporter no later than 5:00 p.m. CCT on the day prior to the commencement of the nominated service via Transporter's Interactive Website of scheduled quantities, any nomination made by Shipper that is not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter. Transporter shall also make available at the end of the day information on scheduled quantities, any intraday or hourly nomination made by Shipper that is not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter.
- (m) Routing of Gas - Scheduling and billing for transportation services will be determined by the information that Shipper provides Transporter specifying the daily point-to-point routing of its receipts and deliveries; provided, however, that unless the parties mutually agree otherwise the routing for months prior to September 1, 1992 will be based upon the route reflected on the last invoice for such months. If actual deliveries are greater than actual receipts, excess deliveries will be deemed to have been received from Zone 1 for purpose of the billing for such excess deliveries; provided further that for months prior to September 1, 1992, the rate for excess deliveries will be based upon the rate reflected on the last invoice for such months. At points where Transporter does not measure the quantities delivered, Shipper shall provide, or cause its supplier or other designee to provide, Transporter each month a meter statement or reading indicating the quantities delivered at the point by the fourth working day after each month of service. These statements shall be provided to:

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
2.(m) Scheduling
(continued)

Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Gas Measurement Department

At Receipt Points where the gas is processed downstream, Shipper shall provide, or cause the operator of the processing plant to provide, a monthly plant allocation statement reflecting the actual plant thermal reductions from those Receipt Points within 15 days after each month of service.

NAESB Standard 2.3.26 states: The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

These allocation statements shall be provided to:

Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Gas Accounting Department

3. Scheduling Priorities: Transporter shall schedule receipts and deliveries of gas in the following priority categories specified below (listed in highest to lowest priority order), such that any capacity allocations will result in allocations of available capacity to higher priority services before lower priority services.

NAESB Standard 1.3.23 states: Ranking should be included in the list of data elements. Transportation Service Providers should use service requestor provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. Therefore, unless otherwise specified, scheduling priority within a category shall be pro rata or in accordance with the supply/market rankings provided pursuant to a Shipper's Nomination Information.

For allocation of services on the mainline system and receipt and delivery points:

- (a) Firm transportation services utilizing Primary Receipt Points and Primary Delivery Points, to the extent that nominations to such points are not in excess of the TQ under Shipper's Transportation Agreement, provided that for purposes of this Subsection (a) Shipper's nomination through a segment that Shipper released is outside Shipper's capacity path, and all firm storage services at the applicable storage service point;
- (b) Firm transportation services utilizing Secondary Receipt Points to Primary Delivery Points where there is limited firm capacity being allocated within the segment of the Shipper's capacity path covered by the nomination, to the extent that nominations to or from such point(s) in this Subsection (b) are in the same direction as the capacity path on Shipper's Transportation Agreement and are not in excess of the TQ under Shipper's Transportation Agreement;
- (c) Firm transportation services utilizing Primary Receipt Points to Secondary Delivery Points where there is limited firm capacity being allocated within the segment of the Shipper's capacity path covered by the nomination, to the extent that nominations to or from such point(s) in this Subsection (c) are in the same direction as the capacity path on Shipper's Transportation Agreement and are not in excess of the TQ under Shipper's Transportation Agreement;

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES

3. Scheduling Priorities
(continued)

- (d) Firm transportation services not described in Subsections (a) through (c) above, utilizing a Secondary Receipt Point to a Secondary Delivery Point where there is limited firm capacity being allocated within the segment of the Shipper's capacity path covered by the nomination, to the extent that nominations to or from such point(s) in this Subsection (d) are in the same direction as the capacity path on Shipper's Transportation Agreement and are not in excess of the TQ under Shipper's Transportation Agreement;
- (e) Any other firm transportation services not described in Subsections (a) through (d) above, utilizing a Secondary Receipt Point or Secondary Delivery Point outside of the Shipper's capacity path where there is limited firm capacity being allocated outside of the Shipper's capacity path covered by the nomination, to the extent that nominations to or from such point(s) in this Subsection (e) are not in excess of the TQ under Shippers Transportation Agreement;
- (f) Rate Schedule PAL – Term Rate PAL on the basis of Confirmed Price applicable to the point of transaction such that Shippers who pay higher rates are allocated capacity before those who pay lower rates;
- (g) Mid-month make up quantities to correct Daily Variances or imbalances under balancing and transportation agreements;
- (h) Authorized Overrun quantities under firm storage services in excess of Shipper's MDIQ, but below Shipper's MDWQ, according to the rates applicable to the storage service point for which quantities are scheduled under the applicable firm storage agreement(s), such that Shippers who pay higher rates are allocated capacity before those who pay lower rates at the applicable storage service point;
- (i) Extended Deliveries and Extended Receipts under Rate Schedule FT-A, Authorized Overrun under firm storage not described in Subsection (h) and Authorized Overrun under firm transportation agreements, Interruptible Transportation (including PTR make-up quantities nominated as IT), Interruptible Storage, and Rate Schedule PAL – Daily Rate PAL, on the basis of Confirmed Price applicable to the route, service point or point of transaction such that Shippers who pay higher rates are allocated capacity before those who pay lower rates; and
- (j) Authorized Overrun under Rate Schedule PAL on the basis of Confirmed Price applicable to the point of transaction such that Shippers who pay higher rates are allocated capacity before those who pay lower rates.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
3. Scheduling Priorities
(continued)

PTR Transportation Agreements with suppliers which provide for the transportation of PTR quantities shall be accorded the same priority for purposes of this Section 3 as the Transportation Agreement which provides the transportation of gas that is commingled with such PTR quantities.

For services within each of the Subsections (f) through (j) above, agreements will be allocated capacity according to the transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper ("Confirmed Price") to the route being scheduled such that higher rates are allocated capacity before those paying lower rates. Provided, however, agreements will be allocated capacity on a pro-rata basis among Shippers paying the same rate. For purposes of applying the above priorities, any shipper paying a rate above the maximum applicable rate for the Shipper's service shall be deemed to be paying the maximum applicable rate.

4. Curtailment of Scheduled Quantities

If, on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to serve all service requirements which are otherwise scheduled to receive service on such day, then any capacity which requires curtailment, Transporter shall curtail capacity, to zero if necessary, and then sequentially in reverse order of Subsections (a) through (j) above, in Section 3 of this Article IV. For services within each of the Subsections (f) through (j) above, agreements will be curtailed on a pro-rata basis among Shippers paying the same rate. If capacity must be allocated within the services included in (a) through (e) of Section 3, Transporter's firm transportation and/or storage customers will be curtailed on a pro rata basis based upon the quantities of gas scheduled by such customers and/or in accordance with the supply/market rankings provided pursuant to Shipper's Nomination Information.

5. Supply Deficiencies

If Transporter experiences a supply shortfall due to the undelivery of supplies to Transporter's pipeline, then (a) if the deficient source is known, Transporter will curtail the corresponding FT/IT market; or (b) if the deficient sources are indeterminable, then Transporter will localize the smallest affected area and, at the corresponding delivery point, will curtail interruptible service first in reverse scheduling order and then firm services will be curtailed pro rata. Provided that Transporter has sufficient capacity to accommodate such supplies, verifiable receipt point volumes will not be subject to supply short fall curtailment. To the extent that information concerning the deficient source is, or becomes available, Transporter will provide such information to all curtailed Shippers.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES (continued)

6. Shipper Scheduling and Imbalances

- 6.1 Shipper Duty to Control Imbalances - A Shipper receiving any transportation or storage service from Transporter will use, or will cause any party receiving or delivering Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to the quantities scheduled by Transporter. A Shipper receiving service from Transporter at receipt and/or delivery points not covered by a Balancing Agreement shall also be subject to Daily Imbalance charges and monthly balancing penalties contained in Rate Schedule LMS-MA and/or Rate Schedule LMS-PA, as applicable.
- 6.2 Unscheduled flow - Unscheduled flow is gas flow at receipt point(s) where a nomination has not been made or where no nomination has been scheduled by Transporter, as provided in Section 2 of this Article IV. Transporter shall notify the party responsible for unscheduled flow. A responsible party is defined as the point operator for receipt point(s) not covered by a Balancing Agreement. The responsible party shall take corrective action by making a nomination on Transporter's Interactive Website for the unscheduled flow by the day following receipt of notice from Transporter in accordance with Transporter's nomination deadlines for flow on the next Gas Day. If upon notification by Transporter, the responsible party fails to take corrective action within the prescribed time frame, the responsible party will be deemed to have executed a fifteen (15) day Master Park and Loan Service Agreement and a fifteen (15) day PAL Agreement pursuant to Rate Schedule PAL, and any unscheduled flow and uncorrected volumes will be assigned to that PAL Agreement and subject to all applicable charges and penalties under Rate Schedule PAL.
- 6.3 Balancing at Contract Termination - Following the termination of the Transportation Contract, Shipper shall be required to correct any remaining imbalance in receipts and deliveries in cash in accordance with the procedures established in the applicable LMS Rate Schedule, unless the parties mutually agree otherwise.
- 6.4 PTR Imbalances - Transporter will provide estimates of the Plant Thermal reduction (PTR) quantities associated with receipts at receipt points on its system. Estimated PTR quantities will be adjusted to actual as soon as available. The difference between estimated and actual PTR quantities will be cashed out at the 0-5% tolerance level, as specified for the applicable receipt point(s) in Transporter's LMS-PA Rate Schedule. To the extent that Transporter's estimated PTR quantities result in Shipper incurring imbalances related to other components of the gas stream, such imbalances will also be cashed out at the 0-5% tolerance level as set forth in the LMS-PA Rate Schedule. In the event Shipper has PTR extracted for its account and has failed to nominate PTR transportation, then all unnominated PTR quantities will be cashed out at the 10-15% tolerance level, as specified for the applicable receipt point(s) in Transporter's LMS-PA Rate Schedule.

7. Pooling of Gas Supplies

7.1 Supply Area and Market Area Pooling Areas - Supply Aggregation

Any Party may aggregate nominations for certain Receipt Points within Supply Area or Market Area Pooling Area(s) for delivery to confirmed transportation or other supply aggregation service(s) pursuant to the terms and conditions of Transporter's Rate Schedule SA. Shippers who choose to receive supplies from a supply aggregator may elect to return to nominating point-to-point transportation service at the next applicable nomination deadline.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
(continued)

8. Agency Arrangements

A Shipper may delegate to a third party (Shipper's Agent) authority to exercise certain or all rights and perform certain or all obligations set forth in one or more of the agreements entered into between Shipper and Transporter ("Delegated Agreements"), subject to the following conditions. A Shipper may delegate to as many third parties as it deems necessary, the specific rights and obligations set forth above, pursuant to the terms and conditions of the respective Agency Agreement and the terms and conditions of the underlying Delegated Agreements. A Shipper may not delegate to more than one third party the same rights and/or obligations for a Delegated Agreement(s), pursuant to the terms and conditions of the applicable Agency Agreement.

- (a) Shipper and Shipper's Agent to whom Shipper is delegating its responsibilities must enter into an Agency Agreement, the form of which is set forth in this Tariff.. Such Agency Agreement must be executed in accordance with its terms contained therein. Shipper's Agent shall have all rights and obligations under the Delegated Agreements as set forth in the Agency Agreement. Shipper's delegation to its Agent(s) pursuant to this Section 8 shall not confer to either Shipper or Shipper's Agent(s) rights outside of or in contravention of the Terms and Conditions of the Delegated Agreements.

As of the effective date of Transporter's conversion from the PASSKEY System to the DART System, Parties (Shipper and Shipper's Agent) that had previously executed an Agency Authorization Agreement that otherwise would have been in effect shall be deemed to have executed an Agency Agreement, in the form set forth in the Tariff, as of the conversion date.

- (b) Transporter may rely on communications and actions of Shipper's Agent that are within the scope of the applicable Agency Agreement. Such communications with, and actions by, the Shipper's Agent shall be deemed communications with or actions by Shipper. Shipper shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Transporter's reliance on such communications and actions of Shipper's Agent. If Shipper's Agent fails to meet such obligations under the Delegated Agreements, then, without Transporter being obligated to proceed against Shipper's Agent, Shipper shall be liable for all obligations under the Delegated Agreements.
- (c) A third party may administer and aggregate rights under multiple Delegated Agreements as the designated agent for one or more Shippers; provided however, that such agent (1) shall separately administer and account for each such Delegated Agreement, including without limitation submitting nominations and calculating any imbalances, (2) shall utilize such Delegated Agreements for the transportation, storage, supply aggregation, or balancing of gas for only those Shippers that have delegated the rights and obligations under their Delegated Agreements, and (3) shall utilize a Transportation Contract authorized under Rate Schedule FT-GS for the transportation of gas solely for the delegating FT-GS Shipper.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
(continued)

9. Central Delivery Points

- (a) Available for nomination are point(s) which Transporter has designated as a "Central Delivery Point" (CDP). A CDP may be established by mutual agreement between Transporter and point operator, and is composed of the delivery points between Transporter and an individual local distribution company (LDC) or an individual pipeline on Transporter's system covered by a Delivery Point Balancing Agreement – LMS-MA Rate Schedule or a Pipeline Balancing Agreement. Such delivery points must be within close geographical proximity as determined by Transporter with regard to the operational constraints of its system or other operational considerations. CDPs may also be developed for other entities or groups on a case-by-case basis. Once a CDP has been established, Shippers must nominate deliveries under both firm and interruptible agreements to the CDP in lieu of the individual delivery points that make up the CDP. The location of the CDP will be used to determine capacity allocations, and the location of the CDP may be modified or terminated based on operating conditions as determined by Transporter. Except as described in subsection (b) hereof, all physical deliveries to the individual delivery points which make up the CDP and all scheduled deliveries to the CDP will be aggregated for purposes of determining the Daily and Monthly Imbalance pursuant to the LMS-MA Rate Schedule and the Operational Imbalance pursuant to a Pipeline Balancing Agreement. Nothing herein shall exempt a Balancing Party from compliance with all other provisions of the LMS-MA Rate Schedule or provisions within the Pipeline Balancing Agreement.
- (b) A CDP may not be designated as a Primary Delivery Point on a Transportation Service Agreement, and the establishment of a CDP shall not alter the individual delivery point(s) and corresponding individual MDQ(s) at such point(s) as specified in any Transportation Service Agreement. Unless such deliveries are nominated by Shipper and confirmed and scheduled by Transporter, Transporter has no obligation to deliver on any day under any such agreement any quantities in excess of the individual MDQ specified in that firm agreement at a given point. Whenever Transporter determines that operating conditions only permit deliveries at any individual point(s) equal to Transporter's obligations, Transporter shall notify the affected Shippers under such firm agreements.

GENERAL TERMS AND CONDITIONS (continued)

IV. SCHEDULING OF RECEIPTS AND DELIVERIES
(continued)

10. TRANSFER NOMINATIONS

- (a) Whenever gas is purchased and/or sold at a Receipt Point (including a storage or pooling point) on Transporter's system by an entity that is not going to nominate that gas for receipt by Transporter under any Agreement, that entity must submit a transfer nomination to Transporter through Transporter's Interactive Website identifying the quantities (in Dth) and the entities from whom the gas is being bought and the entities to whom the gas is being sold. Such transfer nominations are needed in order to be able to confirm the nominated receipts at that point and thus such transfer nominations are due by the deadlines applicable to Shipper nominations subject to Article IV, Section 2.
- (b) A Third Party Account Administrator may provide title tracking services on Transporter's system as follows:
 - (1) The entity seeking to provide such a service (Third Party Account Administrator) shall so notify Transporter in writing, in which event Transporter shall establish an identification number for nominations involving the Third Party Account Administrator;
 - (2) Transfer nominations consistent with this Section 10 must be made by the Shipper tendering gas for delivery to the Third Party Account Administrator, where subsequent title to such gas is to be tracked by the Third Party Account Administrator; and
 - (3) The Third Party Account Administrator shall maintain records of any title transfers after delivery of gas to it and shall submit a nomination consistent with this Section 10 for delivery of gas to the last party in the chain of title, which party shall also submit a nomination for receipt of the gas consistent with this Section 10.
- (c) NAESB Standard 1.2.15 states: Title Transfer Tracking is the process of accounting for the progression of title changes from party to party that does not affect a physical transfer of the gas.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

1. Reserved for Future Use
2. Election of Primary Receipt Points/Allocation of Receipt Point Capacity
 - (a) Primary Receipt Points -- Subject to a determination that capacity is available, Shippers under Rate Schedules FT-A, FT-G, FT-GS, FT-BH, and FT-IL can designate any number of receipt points on Transporter's system in accordance with the provisions of the individual rate schedules, including storage service points, as Primary Receipt Points. The sum of the capacity at all of the Primary Receipt Points cannot exceed the maximum transportation quantity under Shipper's Transportation Service Agreement. Subject to a determination that capacity is available, a Shipper may elect to change to other primary receipt points through prior notice to Transporter effected through Transporter's Interactive Website. All such elections will be reflected in an amended Transportation Service Agreement and shall be effective at the commencement of the revised service. Transporter shall not be obligated to reduce a Shipper's reservation charge to effectuate a change in receipt points. If requests for capacity at a primary receipt point are in excess of the capacity available at that point, the capacity will be allocated on a pro rata basis, in proportion to the Shippers' requests; provided that any capacity previously reserved at that point will not be effected.
 - (b) Election of Primary Receipt Points -- No later than 130 days after the date of Transporter's initial compliance filing in Docket No. RS92-23, Shippers converting from Rate Schedules CD, GS or G to Rate Schedule FT-A shall submit to Transporter the Primary Receipt Points desired for their conversions. No later than 30 days after receipt of these elections, Transporter shall inform such Shippers as to which primary point reservations have been accepted in full, which have been accepted pro rata, and which have been rejected due to lack of capacity. Transporter will afford Shippers an opportunity to revise elections for Primary Receipt Points which cannot be granted due to lack of capacity at such point(s). This process shall be reiterated as necessary for Shippers to achieve acceptable Primary Receipt Point capacity to the extent of their conversions. Provided, however, that any election of Primary Receipt Point capacity hereunder will in no manner effect previous reservations of such capacity by Shippers on Transporter's system.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

3. Availability of Storage Capacity - Upon the effective date of the Compliance Filing in Docket No. RS92-23, available storage capacity on Transporter's pipeline system will be made available to Shipper's which convert from firm sales to firm transportation in accordance with the allocations and procedures established in that Docket.

Storage capacity will be made available directly to each such converting Shipper or, at each Shipper's direction, to a designated supplier, or the customers of an interstate pipeline shipper (or such customers' designated suppliers). To the extent that available storage service is not elected by a newly converting Shipper, the capacity will be offered first to other converting shippers and second to all firm transportation Shippers pro rata based upon the Shippers' MDQs.

4. Right-of-First Refusal and Extension of Long Term Firm Service Agreements

- 4.1 Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, this Article V, Section 4 shall apply only to long term firm service agreements entered into prior to March 27, 2000 (qualifying agreement(s)). A Shipper holding a qualifying agreement may exercise a right-of-first refusal in accordance with, and subject to, the procedures and limitations set forth below; provided, however, that if the qualifying agreement is at a negotiated or less than maximum rate, such agreement must be extended at the applicable maximum rate for a term of one year or more in order to retain a right-of-first refusal beyond the extended term. Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right-of-first refusal does not apply to negotiated rate arrangements, to firm service agreements subject to market-based rates, to firm service agreements at less than the applicable maximum rate, to firm service agreements with a term of less than one year or to a geographic portion of the transportation service.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

4. Right-of-First Refusal and Extension of Long Term Firm Service Agreements
(continued)

- 4.2 Except as provided in Section 4.2(e) and Section 5 below and except as provided in Section 8 of Rate Schedule FT-BH, the following procedure shall govern extensions of qualifying agreements:

Transporter shall provide notice to a Shipper receiving service from Transporter pursuant to Part 284 of the Commission's regulations under a qualifying agreement thirteen (13) months prior to the expiration of the Agreement's primary term. Unless Shipper then elects upon one year's prior written notice to Transporter to terminate the Agreement or to request a lesser extension term, the Agreement will automatically extend upon the expiration of the primary term for a term of five years. Thereafter the Agreement shall repeatedly extend for successive five year terms unless Shipper provides notice as described above in advance of the expiration of a succeeding term. If a Shipper elects to extend a qualifying agreement, or any portion of its contract quantity thereunder, for less than the automatic extension period provided therein as described above, then Transporter, at its option and in a manner which is not unduly discriminatory, shall either accept Shipper's requested extension period or shall require Shipper to exercise its right-of-first refusal by making the capacity under such agreement available in accordance with the following procedures:

- (a) Transporter shall post the capacity for bidding on its Interactive Website no later than 180 days prior to the expiration of the current service agreement. Transporter shall provide 30 days prior written notice to Shipper of the date the capacity will be posted. The capacity will remain posted on Transporter's Interactive Website for a minimum of 20 days with such posting containing the following information with respect to the capacity:
- (1) daily and other applicable quantity limitations of capacity available;
 - (2) receipt and delivery points;
 - (3) maximum reservation charge as set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff;
 - (4) any applicable restrictions; and
 - (5) the last day of the Bidding Period, which will terminate no later than 45 days prior to the termination date of the original service agreement.
- (b) Upon conclusion of the Bidding Period, Transporter shall evaluate the bids in accord with the present value formula set forth in Article VI, Sections 1.6(b) and 2.6(b) of Transporter's Tariff for the evaluation of bids under Transporter's capacity release mechanisms; provided that the term used for the purposes of the formula will be the term proposed by the Bidder; and provided further that any bid rate higher than the maximum applicable rate shall be deemed to be a bid equal to the maximum applicable rate. For Bidders proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed by the Bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the Bidder.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

4.2 Right-of-First Refusal and Extension of Long Term Firm Service Agreements (continued)

- (c) Within 5 days of the close of the Bidding Period, Transporter shall notify Shipper of the bid having the highest present value to Transporter ("Highest Bid"). Shipper shall have 25 days after receiving notice to notify Transporter as to whether it will match the Highest Bid. If the Shipper elects to match the Highest Bid it must execute a new service agreement which contains the terms of that Bid, which new agreement shall succeed the prior agreement following its expiration without extension; provided however, that Shipper shall not be required to pay any rate higher than the maximum applicable rate.
 - (d) If Transporter receives no acceptable bids on the capacity, then Shipper may continue to receive service at the maximum rate for the term elected by the shipper or such other rate and/or term as agreed to by Transporter. A Shipper who continues service under such basis shall retain its right of first refusal only if the resulting agreement is a long term firm service agreement.
 - (e) Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVI, Section 5.8 of these General Terms and Conditions, or a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVI, Section 5.11 of these General Terms and Conditions, or a Shipper who has entered into a long term firm service agreement utilizing capacity obtained pursuant to Article XXI of these General Terms and Conditions, may not elect to extend such agreement pursuant to the provisions of this Article V, Section 4 beyond the in-service date of the expansion project(s) pursuant to Article XXVI, Section 5.8, or beyond the commencement date of the future service agreement pursuant to Article XXVI, Section 5.11, or beyond the term of the off-system capacity contracted for pursuant to Article XXI, as applicable.
- 4.3 Prior to the expiration of the term of an Agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under a restructured Agreement(s). Such restructured agreement(s) shall be negotiated on a case-by case basis in a not unduly discriminatory manner. If an Agreement has a regulatory right-of-first refusal, the agreement to extend must be reached prior to Transporter's posting the capacity for bidding pursuant to Section 4.2(a) of these General Terms and Conditions. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, the requirements of Article V, Section 4.2 or Article XXVI, Section 5 of these General Terms and Conditions shall not apply.
- 4.4 Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, to the extent any qualifying agreement contains a transportation quantity that varies over the term of the agreement, the extension right of first refusal provided under Article V, Section 4.1 shall apply to the transportation quantity in effect at the end of the primary or succeeding term; provided, however, for any qualifying agreement that contains a transportation quantity that varies within an annual period, the extension right of first refusal shall apply to the transportation quantities in effect for the last twelve months of the contract term prior to extension.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES (continued)

5. Extensions Pursuant to Restructuring Cost Settlement

Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), the following procedure shall govern the extension of long term service agreements for Shippers receiving firm service from Transporter pursuant to Part 284 of the Commission's regulations as of October 23, 1996, and whose long term service agreements are listed in Appendix F of the Restructuring Cost Settlement ("Appendix F Agreement"):

- (a) Upon written notice given no later than twelve months before expiration of the current term of its Appendix F Agreement(s) in effect as of October 23, 1996, Shipper may elect to either terminate the Agreement or to extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, Shipper may elect a term of less than or equal to five years ("Primary Extended Term") and for any Transportation Quantity thereunder, up to the maximum daily quantity specified in Exhibit A to the Appendix F Agreement at the time of Shipper's election of the Primary Extended Term.
- (b) Upon written notice given no later than twelve months before expiration of the Primary Extended Term of its Appendix F Agreement(s), Shipper may elect to either terminate the Agreement or to extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, Shipper may elect a term of less than or equal to five years ("Secondary Extended Term") and for any Transportation Quantity thereunder, up to the maximum daily quantity specified in Exhibit A to the Appendix F Agreement at the time of Shipper's election of the Secondary Extended Term.
- (c) Upon written notice given no later than twelve months before expiration of the Secondary Extended Term of its Appendix F Agreement(s), Shipper may elect to either terminate the Agreement or extend the term of the Agreement. If Shipper elects to extend the Appendix F Agreement, the extension shall be governed by the procedures set forth in Section 4 of this Article V, subject to Section 5 (d) and (e) below.
- (d) An extension of an Appendix F Agreement(s) pursuant to either Section 5(a) or 5(b) above shall be at the applicable maximum rates shown in the Summary of Rates and Charges in Transporter's effective FERC Gas Tariff; provided that such rates will be subject to the Rate Cap set forth in Article VIII of the Restructuring Cost Settlement during the period that such Rate Cap is in effect.
- (e) Notwithstanding any provision to the contrary, any bid rate submitted pursuant to Section 4(a) and (b) that is higher than the Rate Cap set forth in Article VIII of the Restructuring Cost Settlement shall be deemed to be a bid rate equal to the Rate Cap during the period that such Rate Cap is in effect; and
- (f) Notwithstanding anything to the contrary, a Shipper who continues service pursuant to Section 4(d) shall retain its right of first refusal for extensions through the Primary and Secondary Extended Terms of the Appendix F Agreement(s).

6. Assignment of Firm Transportation Capacity on Upstream Pipelines

- (a) Transporter will assign its upstream firm transportation capacity, whether Part 284 or individually certificated (referred to as "upstream capacity"), to its firm transportation and storage Shippers to the extent necessary to provide capacity to such Shippers that desire upstream capacity. Transporter shall not be required hereby to assign firm capacity necessary to transport gas purchased by Transporter from Great Plains Gasification Associates (or its successor), interruptible capacity held by Transporter on upstream pipelines, firm capacity held by Transporter on intrastate pipelines, or upstream exchange transactions.

GENERAL TERMS AND CONDITIONS (continued)

V. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

6. Assignment of Firm Transportation Capacity on Upstream Pipelines
(continued)

- (b) All assignments pursuant to this Section 6 will be permanent and will be effective on the date set forth in the Upstream Capacity Assignment Agreement. Upon the effective date of such assignment, Transporter shall be relieved of all rights and obligations associated with the assigned upstream capacity, including but not limited to any and all charges, and Transporter shall have no further liability of any kind with respect to either the upstream capacity or the assignment; provided that with respect to assignments of capacity held on project-financed pipelines whose loan agreements require creditor approval of substitute shippers, Transporter shall not be relieved of further liability with respect to the upstream capacity or the assignment unless and until the project-financed pipeline agrees to release the Transporter from such liability.
- (c) Initial Assignments of upstream capacity shall occur hereunder pursuant to 18 C.F.R. §284.242 during restructuring discussions in Docket No. RS92-23 as provided in Section 13(e) ("Initial Assignment"). All Initial Assignments pursuant to this Section 6(c) must be effectuated before Transporter releases any capacity under the terms of an upstream pipeline's capacity release mechanism contained in such upstream pipeline's FERC Gas Tariff. If Transporter releases capacity under an upstream pipeline's capacity release program, such capacity remains available for permanent assignment; provided, however, that any release made prior to the permanent assignment will remain in force for its term.
- (d) Initial assignments of Transporter's upstream capacity shall be made in the following manner:
 - i) Transporter will post on its Interactive Website the following information: (1) the upstream pipelines on which it holds firm capacity and the firm capacity held; (2) the current rate; (3) the remaining primary term; (4) relevant receipt and delivery point information; and, (5) the quantity reserved by Transporter to fulfill its limited sales service under Rate Schedule GS. This information will be posted for a minimum twenty (20) day period commencing November 2, 1992, during which time Shippers must submit written requests or requests via Transporter's Interactive Website for an assignment.
 - ii) To the extent Transporter receives more offers for specific upstream firm transportation capacity than is actually available, the capacity will be assigned based on the following priorities:
 - a) Shippers voluntarily assuming the obligations under associated gas purchase contracts as part of the assignment of the upstream capacity;
 - b) Shippers which were former Rate Schedule G, GS and CD customers as of November 2, 1992 and have converted to service under one of Transporter's transportation rate schedules;
 - c) Shippers based on date of receipt of the request for assignment.To the extent that upstream capacity must be allocated among the Shippers included in (a) or (b) of this subsection (d) (ii), such allocation shall be done based on date of receipt of request for the upstream capacity assignment.
 - (iii) After Initial Permanent Assignments are completed, any remaining excess firm upstream capacity will remain posted on Transporter's Interactive Website and available for temporary or permanent assignment until all such capacity has been assigned, released or otherwise disposed of.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1. Releases or Assignments of Firm Transportation Services - A Shipper (herein referred to as "Releasing Shipper") under Rate Schedules FT-A, FT-G, FT-BH or FT-IL may notify Transporter that Releasing Shipper desires to be relieved of all or a portion of its maximum daily quantity as set forth in its then effective Transportation Service Agreement. A release for the entire remaining term of the Releasing Shipper's service agreement shall effect a permanent assignment. In the event of a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights and obligations associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

1.1 Releasing Shipper's Request

A Releasing Shipper that desires to release its rights to service on a basis which does not qualify for an exemption from prior posting pursuant to Section 1.3, may post directly on Transporter's Interactive Website a release request containing the information set forth in the applicable NAESB Standards and below ("Release Request"). If Releasing Shipper desires to establish a minimum rate for acceptable bids, then Releasing Shipper shall either include such minimum rate in its Release Request or include in its Release Request a statement that the minimum rate has been provided to Transporter. If Releasing Shipper elects to provide the minimum rate solely to Transporter, then Transporter shall not reveal such rate until after the awarding of the subject capacity and the execution of a service agreement between Transporter and Replacement Shipper. At such time Transporter will post the minimum rate under the release on its Interactive Website.

- a) Releasing Shipper's name and Transportation Service Agreement number;
- b) the Transportation Quantity to be released (including any minimum acceptable level);
- c) the proposed commencement date and term of the release (including any minimum acceptable term);
- d) the primary receipt points and primary delivery points for the released service and the amount of the firm capacity to be released at each such point (the total receipt point capacity released shall equal the total delivery point capacity released, which shall equal the Transportation Quantity released);
- e) the reservation and/or usage rate(s) and all other applicable rate(s), charges and surcharges for the released service; provided, however, the rate(s) charged for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s);
- f) whether the transportation rights are to be subject to recall or reput in accord with Section 1.11(g), and if so, the specific conditions for recall or reput of the capacity;
- g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding Period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;
- i) whether bids based on a volumetric rate will be accepted and any special conditions associated with release on a volumetric basis including any minimum volumetric commitment;

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.1 Releasing Shipper's Request for Assignment
(continued)

- j) any objective, non-discriminatory bid evaluation method (including a tie-breaking methodology) which Releasing Shipper desires to utilize to determine the award of released transportation rights;
- k) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - i) the identity of the Prearranged Bidder;
 - ii) the term, TQ and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
 - iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the Release Request; and
 - iv) evidence that the Prearranged Bidder meets the creditworthiness requirement of Section 1.5(a), unless the Releasing Shipper requests Transporter to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Transporter with adequate assurances in accordance with Article XXVI, Section 4.5 of the General Terms and Conditions for all financial obligations of the Replacement Shipper under its Released Transportation Service Agreement prior to commencement of service to the Replacement Shipper;
- l) any other objective and non-discriminatory conditions of the release including (i) whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification; (ii) agency agreement requirements; (iii) limitations on changing primary delivery points; (iv) limitations on reassignments or the preclusion of reassignments without notice to and/or consent of the Releasing Shipper; or (v) if the Releasing Shipper requests a posting time, Transporter shall support such a request insofar as it comports to the standard timeline set forth in Section 1.7 of this Article.

1.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain transportation service may post on Transporter's Interactive Website in accord with Section 1.5(b), a Replacement Shipper Request which shall contain the following information:

- (a) Replacement Shipper's name;
- (b) the Transportation Quantity desired;
- (c) the desired commencement date and term of the transportation service;
- (d) the desired receipt and delivery point capacity for the transportation service;
- (e) the maximum rate(s) which Replacement Shipper will pay for the transportation service; provided, however, the rate(s) paid for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s); and
- (f) whether Replacement Shipper is willing to acquire capacity rights subject to recall by the Releasing Shipper.

A Replacement Shipper Request will be posted on Transporter's Interactive Website for the period of time specified by the requesting Replacement Shipper, not to exceed thirty (30) days.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
(continued)

1.3 Releases Permitted without Prior Posting and Bidding Requirements

A Releasing Shipper may release some or all of its transportation rights without the posting and bidding requirements described in Section 1.1 if its proposed release qualifies under this Section 1.3:

- (a) Short-Term Release: The release is for any period of 31 days or less provided that:
 - (i) the Releasing Shipper provides Transporter with the information specified in Section 1.1(a)-(f), (k) and (l) with respect to the Short-Term Release prior to the commencement of service;
 - (ii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity; or prior to the commencement of service the short-term Replacement Shipper enters into a separate Transportation Service Agreement with Transporter (1) incorporating the information required by section 1.3(a)(i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in 1.3(a); and
 - (iii) a re-release to the same Replacement Shipper under this Section 1.3(a) may not commence until 28 days after the first release period has ended.
- (b) Maximum Rate Release: The release is to a Prearranged Bidder for longer than one (1) year at the maximum rate(s) provided that:
 - (i) the Releasing Shipper provides Transporter with the information specified in Section 1.1(a)-(f), and (l) prior to the commencement of service; and
 - (ii) the Prearranged Bidder enters into a Transportation Service Agreement with Transporter prior to the commencement of service (1) incorporating the information required by Section 1.3(b)(i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 1.5(a).
- (c) Release to an Asset Manager: The release is to an Asset Manager as defined in 18 C.F.R. Section 284.8(h)(3) of the Federal Energy Regulatory Commission's ("FERC's") regulations ("Asset Manager") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 1.1(a)-(f), and (k) and (2) posts:
 - (i) The release is to an Asset Manager; and
 - (ii) The obligation of the Asset Manager to deliver gas to, or purchase gas from the Releasing Shipper including the volumetric level of the obligation and the time periods the obligation is in effect.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.3 Releases Permitted without Prior Posting and Bidding Requirements
(continued)

- (d) Release to a Marketer in a State-Regulated Retail Access Program: The release is to a Marketer in a State-Regulated Retail Access Program as defined in 18 C.F.R. Section 248.8(h)(4) of the FERC's regulations ("State-Regulated Retail Access Program") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 1.1(a)-(f), and (1) and (2) posts that the release is to a marketer participating in a State-Regulated Retail Access Program.

1.4 Posting of Release Requests and Replacement Shipper Requests

- (a) Releasing Shipper shall post all applicable information required by Section 1.1 on Transporter's Interactive Website, which will automatically assign an individual release number to such Release Request. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such Release Request ("Bidding Period"), shall be as set forth in Section 1.7.
- (b) NAESB Standard 5.3.14 states: Offers should be binding until notice of withdrawal is received by the Transportation Service Provider on its Customer Activities Web site. Further, NAESB Standard 5.3.16 states: The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.
- (c) Replacement Shipper shall post all applicable information required by Section 1.2 on Transporter's Interactive Website. Such requests shall remain posted for a period of four weeks or until a transaction is effected, which ever is shorter.
- (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental or consequential damages, or any other kind that may arise in connection with the posting of information hereunder, except as provided in the System License Agreement or the Trading Partner Agreement entered into between Transporter and each user of Transporter's Interactive Website.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
(continued)

1.5 Bidding for Transportation Rights

- (a) Persons that desire to bid on released transportation rights must pre-qualify with Transporter by submitting to Transporter the information required for a valid request for service pursuant to Article XXVI of the General Terms and Conditions, and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for firm shippers under Article XXVI of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm shippers under Article XXVI of these General Terms and Conditions. Transporter will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a Release Request and permit them to submit Bids, if the Releasing Shipper provides Transporter with adequate assurances on behalf of Replacement Shipper in accordance with Article XXVI, Section 4.5 of the General Terms and Conditions under the Replacement Shipper's Transportation Service Agreement prior to the commencement of service to the Replacement Shipper. Moreover, if a potential Bidder does not meet the creditworthiness requirements of Article XXVI of the General Terms and Conditions and Transporter is not able to waive these requirements in accord with the conditions specified above, then a potential Bidder may still qualify for participation in the release program if it complies with Article XXVI, Section 4.4 of the General Terms and Conditions.
- (b) Prior to the first time a Bidder bids on a Release Request, the Bidder shall submit to Transporter, in accord with Article XXVI of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the total reservation charges it would incur if its bid is accepted and it enters into a service agreement with Transporter; provided that if Bidder has complied with Section 1.5(a) above, Transporter shall waive this requirement.
- (c) Bidders prequalified pursuant to Section 1.5(a) may submit Bids during the Bidding Period applicable to a Release Request. All bids must be submitted via Transporter's Interactive Website. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through Transporter's Interactive Website; provided that Transporter's Interactive Website will be programmed such that upon submission all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period.
- (d) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid, by resubmitting a new bid or with written or electronic notice of withdrawal to Transporter, until the close of the Bidding Period at which time such Bid shall become binding. Bids shall be binding until notice of withdrawal is received by Transporter on its Interactive Website.
- (e) Bids must contain the information set forth in the applicable NAESB Standards and as designated in Transporter's Interactive Website, and in particular a Bid must state:
 - (i) the identity of the Bidder (which will be concealed during the Bidding Period);
 - (ii) the Transportation Service Agreement number of the Releasing Shipper and Release Request number to which the Bid relates;

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.5 (e) Bidding for Transportation Rights
(continued)

- (iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which must be no less than any minimum bid rate(s) specified in the Release Request;
 - (iv) the Transportation Quantity (TQ) for the Bid, which must equate to the TQ specified in the Release Request or be no less than any minimum TQ specified in the Release Request;
 - (v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the Release Request, or be no less than any minimum term specified in the Release Request; and
 - (vi) whether the Bid is contingent, and if so, the basis of the contingency.
- (f) All Bids must be for the receipt and delivery points specified in the Release Request. The receipt and delivery points awarded a Replacement Shipper in accord with this section shall be specified in its Transportation Service Agreement. Replacement Shipper shall be eligible for the use of secondary points in accord with the priority afforded the released transportation under Section 3, Article IV of these General Terms and Conditions.

1.6 Determination of Successful Bidder for Transportation Rights

The determination of the successful Bidder shall be effected in accordance with the following procedures:

- (a) Bid Evaluation Methodologies: The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. For index-based capacity release transactions, the releasing shipper should provide the necessary information and instructions to support the chosen methodology. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 1.7. However, the Releasing Shipper may choose another bid evaluation method which shall be accorded the timeline treatment described in Section 1.7 of this Article. Transporter shall apply the method chosen to determine the successful Bidder. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many successful bidders as mandated thereby, provided that the volumes released to each successful bidder shall be no less than one dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for the acceptance of partial TQ bids.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.6 Determination of Successful Bidder for Transportation Rights
 (continued)

- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the Highest Present Value ("PV") using the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid TQ}) \times \frac{[(1+i)^n - 1]}{i(1+i)^n}$$

where

Bid Rate = the daily reservation charge which the Bidder has agreed to pay. The monthly rate is calculated by multiplying the daily rate by 365/12.

Bid TQ = the TQ stated in the Bid (measured in dekatherms per day).

i = interest rate per day (which shall be the then current Federal Energy Regulatory Commission interest rate divided by 365); (Rate is defined in 18 C.F.R. Section 154.501(d) and published quarterly - see link: <http://www.ferc.gov/legal/acct-matts/interest-rates.asp>); and

n = the lesser of (i) term proposed by the Bidder, in days, or (ii) 1825 days.

- (c) If the net revenue method is chosen, Transporter shall determine the bid or bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) \times (\text{Bid Term}) \times (\text{Bid TQ})$$

where

Bid Rate = the daily reservation charge which the Bidder has agreed to pay. The monthly rate is calculated by multiplying the daily rate by 365/12.

Bid Term = the term proposed by the Bidder, in days.

Bid TQ = the TQ stated in the Bid, measured in dekatherms.

- (d) If a Release Request includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder (i) if its Bid has a value, determined in accordance with Section 1.6(a), which is equal to or higher than the highest value of the Bids submitted by all other Bidders, or (ii) if the Prearranged Bidder agrees to match any Bid having a higher value within the time period provided by Section 1.7.

- (e) If only one Bidder has submitted a Bid which reflects the highest value, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of matching as set forth above.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.6 Determination of Successful Bidder for Transportation Rights
(continued)

- (f) Tie-breaking Procedures: The Releasing Shipper may specify a tie-breaking procedure to be used in the event that two or more Bidders have submitted Bids which reflect the same highest value, subject to any Prearranged Bidder's exercise of its right of matching. If no tie-breaking procedure is specified by the Releasing Shipper, the released transportation rights will be awarded to the Bid earliest received by Transporter.
- (g) Transporter shall only be liable to Releasing Shipper for loss or damage to Releasing Shipper resulting from mistakes made in Transporter's determination of the successful Bid on a Release Request which are the result of Transporter's negligence or willful misconduct.
- (h) A capacity release shall become effective upon Transporter posting on its Interactive Website the identity of the successful bidder and the terms of the successful bid. The successful Bidder (or successful Prearranged Bidder) for capacity shall become the Replacement Shipper and its bid for capacity shall be binding and constitute its contractual signature with respect to the Replacement Shipper's Service Agreement. Transporter's posting shall constitute Transporter's contractual signature signifying an acceptance of the successful Bidder's bid and shall consummate a binding contract between the parties.
- (i) NAESB Standard 5.3.9 states: If the Transportation Service Provider (TSP) requires amendments for each release, the TSP should automate the process of amending contracts and this may be the subject of a global agreement between the parties.

Prior to the commencement of service pursuant to the Replacement Shipper's Service Agreement, a new contract number will be issued for temporary released capacity, and service will be provided pursuant to the applicable rate schedule, applicable pro forma service agreement, and applicable capacity release offer, bid and award. For permanently acquired capacity, a new contract number will be issued, along with a Transportation Service Agreement stating the Transportation Quantity, rates, term, the maximum quantities at all receipt and delivery points, governing rate schedule, and any special terms and conditions for the awarded release. Releasing Shipper's Transportation Service Agreement will be amended via Transporter's Interactive Website to reflect that the Releasing Shipper has released all or a portion of its transportation rights effective as of the date of the Replacement Shipper's Service Agreement ("Amended Service Agreement"). Provided that in the event of a recall of the capacity by the Releasing Shipper in accord with the terms of the Release Request, the Replacement Shipper's Service Agreement will be suspended for the period of the recall with all rights and obligations thereunder reverting to Releasing Shipper under its Amended Service Agreement.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE (continued)

1.7 Applicable Deadlines

(a) NAESB Standard 0.3.17 states: Unless otherwise specified, all times contained in NAESB Wholesale Gas Quadrant standards are Central Clock Time (CCT).

(b) For releases, NAESB Standard 5.3.2 provides the following Bidding Periods:

For biddable releases (1 year or less):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
1.7 (b) Applicable Deadlines
(continued)

For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

- (c) NAESB Standard 5.3.1 states: The capacity release timeline applies to all parties involved in the capacity release process provided that: (1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered; (2) for index-based capacity release transactions, the Releasing Shipper has provided the Transportation Service Provider (TSP) with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release.

Further, the TSP may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the TSP).

1.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Transportation Service Agreement, provided that the original release was not volumetrically based.

1.9 Submission of Information

Shippers shall submit all necessary information, Release Requests, Replacement Requests and bids to Transporter via Transporter's Interactive Website.

1.10 Marketing of Released Capacity

Transporter shall have no obligation to market any capacity available to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
(continued)

1.11 Further Conditions on Release of Transportation Rights

- (a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this FERC Gas Tariff and all applicable Commission rules, orders and regulations.
- (b) All terms and conditions in all Release Requests must be objectively stated, applicable to all Bidders and non-discriminatory.
- (c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Transportation Service Agreement.
- (d) The rate for a volumetric release shall not exceed the daily demand charges for the released capacity plus all applicable surcharges; and the rates for all other releases shall be the applicable reservation rate plus all applicable surcharges set forth in this FERC Gas Tariff, notwithstanding any discounts then in effect for the Releasing Shipper; provided, however, that no rate limitation applies to the release of capacity that becomes effective on or after July 30, 2008 for a period of one (1) year or less when the release is to take effect on or before one (1) year from the date on which Transporter is notified of the release.
- (e) Unless otherwise agreed to in the underlying Transportation Agreement, when Transporter discounts the rate for service rendered pursuant to Rate Schedule IT in a market below the maximum commodity rate for service rendered pursuant to Rate Schedules FT-A or FT-G in that market, then Transporter shall contemporaneously post the discounted IT rate on its Interactive Website and post a notice that for released capacity used to serve the identified market, Transporter will offer to discount the FT-A/FT-G commodity rate to a level equal to the discounted IT rate for that market. For these purposes, market shall be defined on the basis of receipt point(s), delivery point(s) and/or gas user(s) behind the delivery point(s).
- (f) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Service Agreement and with Transporter's FERC Gas Tariff, including the provisions on nominations and scheduling of service and curtailment of service.
- (g) NAESB Standard 5.3.7 states: Transportation Service Providers should support the function of reputting by Releasing Shippers. A Releasing Shipper may specify in the Release Request whether the recalled capacity is to be reput (i.e., released back) to the original Replacement Shipper and the terms of the reput. These terms may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to Transporter in accordance with the following timeline. Recall notification to the Transportation Service Provider shall show the recall notification quantity expressed in terms of total released entitlements.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.11(g) Further Conditions on Release of Transportation Rights
(continued)

For Recall Notification NAESB Standard 5.3.44 states:

All Transportation Service Providers (TSPs) should support the following recall notification periods for all released capacity subject to recall rights.

- (i) Timely Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;
- (iii) Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;
- (v) Intraday 2 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due; and

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.11(g) For Recall Notification NAESB Standard 5.3.44 (continued)

(vi) Intraday 3 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

NAESB Standard 5.3.45 states: For recall notification provided to the Transportation Service Provider (TSP) prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

- (h) Transporter may invalidate any Release Request or any Bid subsequent to its posting on its Interactive Website which does not conform in all respects to the requirements of Transporter's FERC Gas Tariff. Upon invalidating a Release Request or Bid, Transporter shall inform via its Interactive Website the Releasing Shipper or Bidder, as applicable, the reason for such invalidation. Any invalidated Release Request or Bid shall be deemed null and void.
- (i) Notwithstanding any release hereunder, a Releasing Shipper shall remain responsible for payment of the reservation charge for firm transportation service released; provided, however, that Transporter and any Shipper may, in connection with their agreement to a Negotiated Rate under a firm transportation rate schedule, agree upon Releasing Shipper payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein and in Subsection (j) of this Section. The Releasing Shipper will be billed for its full contractual reservation charge liability to Transporter but shall simultaneously receive a demand credit equaling the demand charges for which Transporter has invoiced the Replacement Shipper. In addition, if the commodity rate is discounted in accord with Section 1.11(e) of this Article, then Transporter shall credit to the Releasing Shipper's demand liability the difference between the commodity rate billed the Replacement Shipper and the discounted IT rate posted by Transporter. A demand rate for the purposes of this Section consists of (i) the base demand rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the demand charges shall equal (i) the daily demand rate multiplied by the applicable volume plus (ii) all applicable surcharges. A Releasing Shipper paying a discounted rate shall be entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.
- (j) Transporter shall invoice Replacement Shipper in accordance with Article VII of the General Terms and Conditions based upon the rates, charges and surcharges incorporated into the Transportation Service Agreement as a result of the release. The reservation charges for the Replacement Shipper will include the reservation rate at which the firm transportation service is released including all adjustments subject to Sections 1.11(d) and 1.11(i) above. The commodity charges for the Replacement Shipper will include the maximum commodity rate including all adjustments subject to Section 1.11(d) above; provided if the commodity rate has been discounted in accord with Section 1.11(e) of this Article, Tennessee shall bill the Replacement Shipper the discounted rate.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
1.11 (j) Further Conditions on Release of Transportation Rights
(continued)

Any revenues received by Transporter from the Replacement Shipper will be applied first to the reservation charge liability with respect to the released capacity then to the usage charge liability. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, then Replacement Shipper shall pay a Late Payment Charge calculated in accord with Article VIII, Section 2 of these General Terms and Conditions. If Replacement Shipper's failure to pay has continued for 30 days after payment is due, Transporter shall so notify Replacement Shipper and Releasing Shipper within a reasonably proximate time via e-mail. If such failure to pay continues for 30 days after payment is due and Transporter has provided the Releasing and Replacement Shippers with at least thirty (30) days notice that service will terminate for nonpayment, Transporter may terminate the service agreement; provided, however, that such service agreement will not terminate if Replacement Shipper successfully exerts its rights under Article VIII of these General Terms and Conditions.

To the extent that the release is a non-permanent release and Replacement Shipper's service agreement is past due, then Transporter may send the Releasing Shipper an invoice for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper, provided that prior to sending such invoice to Releasing Shipper, Transporter will either terminate the Replacement Shipper's service agreement or initiate the necessary legal steps to do so. Releasing Shipper shall submit the payment to Transporter within ten days of receipt of the invoice.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper pursuant to Article XXVI, Section 4.5, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail.

- (k) Any increase in Transporter's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Transporter's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid to the Replacement Shipper either by Transporter or by Releasing Shipper depending on which entity (the Transporter or Releasing Shipper) received the proceeds of the excessive rate; provided, however, for releases that become effective on or after July 30, 2008, any rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap is deemed to be a final rate and is not subject to refund.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.11 Further Conditions on Release of Transportation Rights
(continued)

- (l) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Service Agreement and governing rate schedule and the terms and conditions of the Replacement Shipper's Service Agreement as described in Section 1.6 (i).
- (m) Transporter shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Transporter's Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Transporter's sole opinion, inconsistent or conflicting, Transporter shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Transporter is unable to resolve the conflict prior to the time that it must take the required action, the Transporter shall comply with the instructions of the Releasing Shipper, provided that such instructions are not inconsistent with Transporter's Tariff or the terms of either the Releasing Shipper's or Replacement Shipper's service agreement, in Transporter's sole opinion. Except for incidences resulting from the negligence, fraud or willful misconduct of Transporter, the Releasing Shipper will indemnify Transporter against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the Releasing Shipper's nominations and instructions and will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper. Except for incidences resulting from the negligence, fraud or willful misconduct of Transporter, the Replacement Shipper will indemnify Transporter against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Transporter harmless for any actions taken by Transporter in reliance upon the instructions of the Releasing Shipper. A permanent assignment shall transfer all rights and obligations of the Releasing Shipper's service agreement, including extension and right of first refusal privileges.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.11 Further Conditions on Release of Transportation Rights
(continued)

- (n) A Releasing Shipper may release capacity on any segment between a Primary Receipt and Primary Delivery Point or between two points in a zone for which Shipper is paying demand charges under its transportation agreement, provided that for Shippers with Primary Receipt and Primary Delivery Points solely on an Incremental Lateral as defined in Article XX, Section 2 of the General Terms and Conditions, such Shippers may release capacity only on the Incremental Lateral and Shippers without Primary Receipt and Primary Delivery Points on the Incremental Lateral shall not release any segment containing points on the Incremental Lateral. If Releasing Shipper desires to release such capacity, then Releasing Shipper's capacity shall be reduced by an amount equal to the quantity released for the segment released. A Releasing Shipper is prohibited from re-releasing the released segment unless and until the Releasing Shipper recalls the released segment or the released segment reverts to the Releasing Shipper at the end of the release term. Replacement Shippers who desire to re-release the released segment may only release capacity within their acquired capacity segment. The sum of capacity released in any segment cannot exceed the Releasing Shipper's original capacity entitlements, except that a Releasing Shipper or a Replacement Shipper may release up to their respective capacity entitlement(s) at a point provided that any resulting overlap of contract quantities at a point consists of a forwardhaul(s) and a backhaul(s) to the same point. Nominations to a point outside of the Released Segment by the Replacement Shipper or within the Released Segment by the Releasing Shipper shall be permitted, provided that in no portion of Transporter's system will the combined amount of volumes nominated by the Releasing Shipper and the Replacement Shipper be allowed to exceed the Releasing Shipper's original capacity entitlements. In the event that the combined amount of volumes nominated by the Releasing Shipper and the Replacement Shipper exceed the Releasing Shipper's original capacity entitlements, Transporter shall accept nominations for volumes in excess of the original capacity entitlements in the overlapped portion of its system only where (1) the Replacement Shipper or Releasing Shipper, as applicable, has nominated those excess volumes under a separate service such as authorized overrun or under Rate Schedule IT or (2) the overlap of contract quantities consists of a forwardhaul(s) up to the respective capacity entitlement and a backhaul(s) up to the capacity entitlement, to the same point at the same time.
- (o) If a Releasing Shipper releases capacity on a segment pursuant to Section 1.11(n) above, the Replacement Shipper may elevate any Secondary Receipt or Secondary Delivery Point created by the segmented release to Primary Receipt or Primary Delivery Point status for nomination and scheduling purposes ("Segmented Primary Point Capacity"), subject to the following defined conditions:
 - (i) Segmented Primary Point Capacity is only available if capacity is generally available at the selected point and the Replacement Shipper is awarded the capacity through the open season procedures set forth in Article XXVI, Section 5 of the General Terms and Conditions. Point capacity reserved by the Transporter, under applicable provisions of this tariff, to sell generally available mainline capacity to or from the point shall not be available as Segmented Primary Point Capacity;

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

1.11 (o) Further Conditions on Release of Transportation Rights
(continued)

- (ii) Segmented Primary Point Capacity is only available at an existing physical or non-physical point that is available as a primary receipt or primary delivery point on Transporter's system;
- (iii) The Releasing or Replacement Shipper may only create Segmented Primary Point Capacity in the same direction as the Releasing Shipper's contract.
- (iv) Segmented Primary Point Capacity is not available for self-releases or segmentation for a Shipper's own use;
- (v) Receipt Point Capacity and Delivery Point Capacity on the contract must be equal and cannot exceed the TQ of the Replacement Shipper or the Releasing Shipper; and
- (vi) Segmented Primary Point Capacity is only available for temporary releases. At the end of the release, the terms and conditions of the original contract are in effect unless the contract has been permanently amended. Permanent Primary Point Amendments are subject to the applicable provisions of the pertinent rate schedules and the provisions of Article XXVI, Section 5 of the General Terms and Conditions.

- (p) Upon thirty days written notice to Releasing Shipper and Replacement Shipper that Releasing Shipper's contract will be terminated, and provided that Releasing Shipper's contract is subsequently terminated pursuant to such notice, Transporter may elect to terminate Replacement Shipper's Agreement if (1) the rate stated in the effective Replacement Shipper's Agreement is less than the maximum Reservation Rate and Commodity Rate for the contracted for Service and (2) the Replacement Shipper has not, prior to the expiration of the notice period, executed an amendment to such Replacement Shipper's Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Shipper's Agreement, the lesser of (a) the Releasing Shipper's contract rate (b) the maximum tariff rate for the service, or (c) a mutually agreed upon rate.

- 2. Releases or Assignments of Firm Storage Service - A Shipper (herein referred to as a "Releasing Shipper") under Rate Schedule FS or FS-F may notify Transporter that Releasing Shipper desires to be relieved of all or a portion of its Maximum Storage Quantity or its injection/deliverability rights as set forth in its then effective Service Agreement. A permanent assignment shall transfer all rights and obligations of the Releasing Shipper's service agreement, including extension and right of first refusal privileges.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2. Releases or Assignments of Firm Storage Service
(continued)

2.1 Releasing Shipper's Request

A Releasing Shipper that desires to release its rights to firm storage service in a manner which does not qualify for an exemption to posting pursuant to Section 2.3, shall post on Transporter's Interactive Website a release request containing the information set forth in the applicable NAESB Standards and below ("Release Request"). If Releasing Shipper desires to establish a minimum rate for acceptable bids, then Releasing Shipper shall either include such minimum rate in its Release Request or include in its Release Request a statement that the minimum rate has been provided to Transporter. If Releasing Shipper elects to provide the minimum rate solely to Transporter, the Transporter shall not reveal such rate until after the awarding of the subject capacity and the execution of a service agreement between Transporter and Replacement Shipper. At such time Transporter will post the minimum rate under the release on its Interactive Website.

- (a) Releasing Shipper's name and Storage Service Agreement number;
- (b) the maximum storage quantity (MSQ) to be released (including any minimum acceptable MSQ);
- (c) the injection/deliverability rights to be released (MDIQ and/or MDWQ);
- (d) the proposed commencement date and term of the release;
- (e) the applicable storage service point for the released storage service;
- (f) the reservation and usage rate(s), as applicable, and all other applicable rate(s), charges and surcharges for the released service; provided, however, the rate(s) charged for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s);
- (g) whether the storage rights are to be subject to recall or reput in accord with Section 2.11(d), and if so, the specific conditions for recall or reput of the capacity;
- (h) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding Period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, will the next highest bidder be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- (i) any objective, non-discriminatory bid evaluation method (including a tie-breaking procedure) which Releasing Shipper desires to utilize to determine the award of released storage rights;
- (j) whether the Releasing Shipper has made prior arrangements with a person to release such storage rights ("Prearranged Bidder"). In such event the Releasing Shipper additionally shall submit:
 - (i) the identity of the Prearranged Bidder;
 - (ii) the term, MSQ, MDIQ, MDWQ, reservation and usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed.
 - (iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the storage rights on the terms prescribed in the Release Request;

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.1 (j) Releasing Shipper's Request for Assignment
(continued)

(iv) evidence that the Prearranged Bidder meets the creditworthiness requirement of Section 12.5(a), unless the Releasing Shipper requests Transporter to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a nondiscriminatory basis and provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of such Bidder as a Replacement Shipper under its Released Storage Service Agreement prior to the commencement of service.

(k) any other objective and nondiscriminatory conditions of the release including (i) the disposition of storage balances upon recall or termination of the release; (ii) whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification; (iii) agency agreement requirements; (iv) limitations or the preclusion of reassignments without notice to and/or the consent of Releasing Shipper; or (v) if the Releasing Shipper requests a posting time, Transporter shall support such a request insofar as it comports with the standard timeline set forth in Section 2.7 of this Article.

2.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain firm storage service may post on Transporter's Interactive Website, in accord with Section 2.4(c), a Replacement Shipper Request which shall contain the following information.

- (a) Replacement Shipper's name;
- (b) the maximum storage quantity desired if applicable;
- (c) the daily injection/deliverability rights desired, if applicable;
- (d) the desired service commencement date and term of service;
- (e) the desired storage service point;
- (f) the maximum rate(s) Replacement Shipper will pay for the desired storage service; provided, however, for service subject to cost-based rates, the rate(s) paid for a release of capacity for more than one (1) year may not exceed the applicable maximum rate(s).

A Replacement Shipper Request will be posted on Transporter's Interactive Website for the period of time specified by the requesting Replacement Shipper, not to exceed thirty (30) days.

2.3 Releases Permitted without Prior Posting and Bidding Requirements

A Releasing Shipper may release some or all of its storage rights without the posting and bidding requirements described in Section 12.1 if its proposed release qualifies under this Section 2.3:

- (a) Short-Term Release: The release is for any period of 31 days or less provided that:
 - (i) the Releasing Shipper provides Transporter with the information specified in Section 2.1(a)-(f), (g), (j) and (k) with respect to the Short-Term Release prior to the commencement of service;
 - (ii) prior to the commencement of service, the short-term Replacement Shipper enters into a Storage Service Agreement with Transporter (1) incorporating the information required by Section 2.3(a)(i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 2.5(a); and

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.3 (a) Releases Permitted without Prior Posting and Bidding Requirements – Short-Term Release
(continued)

- (iii) a re-release to the same Replacement Shipper under this Section 2.3(a) may not commence until 28 days after the first release period has ended.
- (b) Maximum Rate Release: The release is to a Prearranged Bidder for longer than one (1) year at the maximum rate(s) provided that:
 - (i) the Releasing Shipper provides Transporter with the information specified in Sections 2.1(a)-(g), (j) and (k) prior to the commencement of service; and
 - (ii) the Prearranged Bidder enters into a Storage Service Agreement with Transporter prior to the commencement of service (1) incorporating the information required by Section 2.3(b)(i) and (2) establishing creditworthiness in accord with the same standards and procedures as are provided for Bidders in Section 2.5(a).
- (c) Release to Asset Manager: The release is to an Asset Manager as defined in 18 C.F.R. Section 284.8(h)(3) of the Federal Energy Regulatory Commission's ("FERC's") regulations ("Asset Manager") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 12.1(a)-(g), (j) and (k) and (2) posts:
 - (i) The release is to an Asset Manager; and
 - (ii) The obligation of the Asset Manager to deliver gas to, or purchase gas from, the Releasing Shipper including the volumetric level of the obligation and the time periods the obligation is in effect.
- (d) Release to a Marketer in a State-Regulated Retail Access Program: The release is to a Marketer in a State-Regulated Retail Access Program as defined in 18 C.F.R. Section 284.8(h)(4) of the FERC's regulations ("State-Regulated Retail Access Program") provided that prior to the commencement of service the Releasing Shipper (1) provides Transporter with the information specified in Section 2.1(a)-(g), (j) and (k) and (2) posts that the release is to a marketer participating in a State-Regulated Retail Access Program.

2.4 Posting of Release Requests and Replacement Shipper Requests

- (a) Releasing Shipper shall post all applicable information required by Section 2.1 hereof on Transporter's Interactive Website, which system will automatically assign an individual release number to such Release Request. The period of time for Releasing Shipper's posting of the information ("Posting Period") and the period of time during which bids will be received on such release request ("Bidding Period") shall be as set forth in Section 2.7.
- (b) NAESB Standard 5.3.14 states: Offers should be binding until notice of withdrawal is received by the Transportation Service Provider on Transporter's Interactive Website. Further, NAESB Standard 5.3.16 states: The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.
- (c) Replacement Shipper will post all applicable information required by Section 2.2 on Transporter's Interactive Website. Such requests will remain posted for a period of four weeks or until consummation of the transaction, whichever is shorter.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.4 Posting of Release Requests
(continued)

- (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release storage rights hereunder or of any Replacement Shipper to accept storage rights hereunder. Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except as provided in the System License Agreement or the Trading Partner Agreement entered into between Transporter and each user of Transporter's Interactive Website.

2.5 Bidding for Storage Rights

- (a) Persons that desire to bid on released storage rights must pre-qualify with Transporter by submitting information specified in the Request for Service via Transporter's Interactive Website to Transporter and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required by firm shippers under Article XXVI of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for Shippers under Article XXVI of these General Terms and Conditions. Transporter will waive the creditworthiness requirement on a nondiscriminatory basis for Bidders on a Release Request and permit them to submit Bids, if the Releasing Shipper provides Transporter with adequate assurances in accordance with Article XXVI, Section 4.5 of the General Terms and Conditions for all financial obligations of the Replacement Shipper under its Release Storage Service Agreement prior to the commencement of service to the Replacement Shipper.

Moreover, if a potential Bidder does not meet the creditworthiness requirements of Article XXVI of these General Terms and Conditions and Transporter is unable to waive these requirements in accord with the conditions specified above, then a potential Bidder may still qualify for participation in the release program if it complies with Article XXVI, Section 4.5 of the General Terms and Conditions.

- (b) Prior to the first time a Bidder bids on a Release Request, the Bidder shall submit to Transporter, in accord with Article XXVI of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the total reservation charges it would incur if its bid is accepted and it enters into a service agreement with Transporter; provided that if Bidder has complied with Section 2.5 (a) above, Transporter shall waive this requirement.
- (c) Bidders prequalified pursuant to Section 2.5(a) may submit Bids during the Bidding Period defined in Section 2.7. All Bids must be submitted via Transporter's Interactive Website. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through Transporter's Interactive Website; provided that Transporter's Interactive Website will be programmed such that upon submission all Bids will be assigned a Bid Number and the identity of the Bidder will not be revealed during the Bidding Period.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
2.5 Bidding for Storage Rights
(continued)

- (d) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each submission of a new Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws a Bid, resubmitting a new one, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid, by resubmitting a new bid or with written or electronic notice of withdrawal to Transporter, up until the close of the Bidding Period at which time such Bid shall become binding. Bids shall be binding until notice of withdrawal is received by Transporter on Transporter's Interactive Website.
- (e) All Bids must contain the information set forth in the applicable NAESB Standards and as designated in Transporter's Interactive Website, and in particular a Bid must state:
 - (i) the identity of the Bidder (which will be concealed during the Bidding Period);
 - (ii) the Storage Service Agreement number of the Releasing Shipper and the Release Number to which the Bid relates;
 - (iii) the bid rate(s) that the Bidder is willing to pay for the released storage rights, which may be no less than any minimum bid rate(s) specified in the Release Request;
 - (iv) the MSQ and/or MDWQ/MDIQ for the Bid, which must equate to the MSQ and/or MDWQ/MDIQ specified in the Release Request, or be no less than any minimum MSQ or MDWQ/MDIQ specified in the Release Request;
 - (v) the term for which the Bidder wishes to obtain the storage rights which must be the same as the term specified in the Release Request, or be no less than any minimum term specified in the Release Request; and
 - (vi) whether the Bid is contingent, and if so, the basis of the contingency.

2.6 Determination of Successful Bidder for Storage Rights

- (a) Bid Evaluation Methodologies: The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. For index-based capacity release transactions, the releasing shipper should provide the necessary information and instructions to support the chosen methodology. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 2.7. However, the Releasing Shipper may choose another bid evaluation method, but this request shall be accorded the timeline treatment described in Section 2.7 of this Article. Transporter shall apply the method chosen to determine the successful Bidder. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many winning bidders as mandated thereby; provided that the volumes released to each successful bidder shall be no less than one dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for acceptance of partial TQ bids.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.6 Determination of Successful Bidder for Storage Rights
(continued)

- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the highest present value in the same manner set forth in Article VI, Section 1.6 (b) of the General Terms and Conditions, except that Bid MSQ shall be substituted for Bid MDQ in the formula provided therein; provided that when injection/deliverability rights are being released independent of space rights, then Bid MDWQ and/or Bid MDIQ shall be substituted for Bid MDQ in the formula.
- (c) If the net revenue method is chosen, then Transporter shall determine the bid or bids having the highest net revenue in the same manner set forth in Article VI, Section 1.6(c) of the General Terms and Conditions except that Bid MSQ shall be substituted for Bid MDQ in the formula provided therein; provided that when injection/deliverability rights are being released independent of space rights, then Bid MDWQ and/or Bid MDIQ shall be substituted for Bid MDQ in the formula.
- (d) If a Release Request includes a Prearranged Bidder, then the released storage rights shall be awarded to the Prearranged Bidder (i) if its Bid has a value, determined in accordance with Section 2.6(a), which is equal to or higher than the highest value of the Bids submitted by all other Bidders, or (ii) if the Prearranged Bidder agrees to match any Bid having a higher value within the time period provided by Section 2.7.
- (e) If only one Bidder has submitted a Bid which reflects the highest value, then the storage rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of matching as set forth above.
- (f) Tie-breaking Procedures: The Releasing Shipper may specify a tie-breaking procedure to be used in the event that two or more Bidders have submitted Bids which reflect the same highest value, subject to any Prearranged Bidder's exercise of its right of matching. If no tie-breaking procedure is specified by the releasing shipper, the released storage rights will be awarded to the Bid earliest received by Transporter.
- (g) Transporter shall only be liable to Releasing Shipper for loss or damage to Releasing Shipper resulting from mistakes made in Transporter's determination of the successful Bidder on a Release Request which are the result of Transporter's negligence or willful misconduct.
- (h) A capacity release shall become effective upon Transporter posting on its Interactive Website the identity of the successful Bidder and terms of the successful bid. The successful Bidder (or successful Prearranged Bidder) for capacity shall become the Replacement Shipper and its bid for capacity shall be binding and constitute its contractual signature with respect to the Replacement Shipper's Service Agreement. Transporter's posting shall constitute Transporter's contractual signature signifying an acceptance of the successful Bidder's bid and shall consummate a binding contract between the parties.
- (i) NAESB Standard 5.3.9 states: If the Transportation Service Provider (TSP) requires amendments for each release, the TSP should automate the process of amending contracts and this may be the subject of a global agreement between the parties.

Prior to the commencement of service pursuant to the Replacement Shipper's Service Agreement, a new contract number will be issued for temporary released capacity, and service will be provided pursuant to the applicable rate schedule, applicable pro forma service agreement, and applicable capacity release offer, bid and award. For permanently acquired capacity, a new contract number will be issued, along with a Storage Service Agreement stating the MSQ, rates, term, MDWQ, MDIQ and any special terms and conditions for each awarded release. If the Replacement Shipper does not have an IS Service Agreement with Transporter at the same storage service point as the Releasing Shipper, Transporter shall also prepare and transmit to the Replacement

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.6 (i) Determination of Successful Bidder for Storage Rights
(continued)

Shipper for execution an IS Service Agreement. The term of the IS Service Agreement shall be no less than the term of the release. Releasing Shipper's Storage Service Agreement will be amended, via Transporter's Interactive Website, to reflect the fact that the Releasing Shipper has released all or a portion of its storage rights effective as of the date of Replacement Shipper's Service Agreement ("Amended Service Agreement"). Provided that in the event of a recall of the capacity by the Releasing Shipper in accord with the terms of the Release Request, the Replacement Shipper's Service Agreement will be suspended for the period of the recall with all the rights and obligations thereunder reverting to Releasing Shipper under its Amended Service Agreement.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
(continued)

2.7 Applicable Deadlines

- (a) NAESB Standard 0.3.17 states: Unless otherwise specified, all times contained in NAESB Wholesale Gas Quadrant standards are Central Clock Time (CCT).
- (b) The deadlines for the posting and award of a Release Request and the corresponding minimum Bidding Periods are as specified in Section 1.7(b) with respect to the release of transportation services.
- (c) NAESB Standards 5.3.1 states: The capacity release timeline applies to all parties involved in the capacity release process provided that: (1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered; (2) for index-based capacity release transactions, the Releasing Shipper has provided the Transportation Service Provider (TSP) with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and (3) there are no special terms or conditions of the release.

Further, the TSP may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the TSP).

2.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Storage Service Agreement, subject to the conditions provided in Section 2.1(k) of this Article VI and if applicable, subject to the conditions provided for in Rate Schedule FS-F.

2.9 Submission of Information

Parties shall submit all necessary information, Release Requests, Replacement Requests and bids to Transporter by way of Transporter's Interactive Website.

2.10 Marketing of Released Capacity

Transporter shall have no obligation to market any storage rights available to be released by a Releasing Shipper. Transporter, however, may agree to market storage rights for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

2.11 Further Conditions on Release of Storage Rights

- (a) Persons participating in Transporter's storage release program are subject to the same conditions applicable to participants in Transporter's transportation release program set forth in Article VI, Section 1.11(a), (b), (e), (g), (i), (j), (k), and (l) of these General Terms and Conditions, and if applicable, subject to the conditions provided for in Rate Schedule FS-F.
- (b) The minimum term for any release shall be one month, and the maximum term shall be the remaining term of the Releasing Shipper's Storage Service Agreement.
- (c) The rates for any release shall be the applicable deliverability, space, and injection and withdrawal charges, as well as all other applicable rates, charges and surcharges set forth in this FERC Gas Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper; provided, however, that no rate limitation applies to the release of capacity (i) that becomes effective on or after July 30, 2008 for a period of one (1) year or less when the release is to take effect on or before one (1) year from the date on which Transporter is notified of the release or (ii) that is subject to market-based rates.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE
2.11 Further Conditions on Release of Storage Rights
(continued)

- (d) NAESB Standard 5.3.7 states: Transportation Service Providers (TSPs) should support the function of reputting by Releasing Shippers. A Releasing Shipper may specify in the Release Request whether the recalled capacity is to be reput (i.e., released back) to the original Replacement Shipper and the terms of the reput. These terms may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.

Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to Transporter in accordance with the following timeline. Recall notification to the Transportation Service Provider shall show the recall notification quantity expressed in terms of total released entitlements.

For Recall Notification NAESB Standard 5.3.44 states:

All Transportation Service Providers (TSPs) should support the following recall notification periods for all released capacity subject to recall rights.

- (i) Timely Recall Notification:
- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;
- (iii) Evening Recall Notification:
- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notification:
- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.11 (d) Further Conditions on Release of Storage Rights
(continued)

(v) Intraday 2 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due; and

(vi) Intraday 3 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

NAESB Standard 5.3.45 states: For recall notification provided to the Transportation Service Provider (TSP) prior to the recall notification deadline specified in NAESB WQG Standard 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

- (e) Notwithstanding any release hereunder, a Releasing Shipper shall remain responsible for payment of the deliverability, injection and space charges ("demand storage charges") for the firm storage rights released; provided, however, that Transporter and any Shipper may, in connection with their agreement to a Negotiated Rate under a firm storage rate schedule or to a market-based rate under Rate Schedule FS-F, agree upon Releasing Shipper payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein. The Releasing Shipper will be billed for its full contractual demand storage charge liability, but shall simultaneously receive a demand storage charge credit equaling the demand storage charges which Transporter has invoiced the Replacement Shipper. Transporter shall bill Replacement Shipper in accordance with Article VII of the General Terms and Conditions based upon the rates, charges and surcharges contained in the Storage Service Agreement. Any revenues received by Transporter from Replacement Shipper will be first applied to the demand storage charge liability associated with the released capacity, then to the usage charge liability. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, then Replacement Shipper shall pay a Charge for Late Payment calculated in accord with Article VIII, Section 2 of these General Terms and Conditions. If Replacement Shipper's failure to pay has continued for thirty (30) days after payment is due, Transporter shall so notify Replacement Shipper and Releasing Shipper within a reasonably proximate time via e-mail. If such failure to pay continues for thirty (30) days after payment is due and Transporter has provided the Releasing and Replacement Shippers with at least thirty (30) days notice that service will terminate for nonpayment, Transporter may terminate the service agreement; provided, however, that such service agreement shall not terminate if Replacement Shipper successfully exerts its rights under Article IX of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS (continued)

VI. CAPACITY RELEASE

2.11 (e) Further Conditions on Release of Storage Rights
(continued)

To the extent that the release is a non-permanent release and Replacement Shipper's service agreement is past due, then Transporter may send to Releasing Shipper an invoice for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper, provided that prior to sending such invoice to Releasing Shipper, Transporter will either terminate the Replacement Shipper's service agreement or initiate the necessary legal steps to do so. Releasing Shipper shall submit the payment to Transporter within ten days of receipt of the invoice.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper pursuant to Article XXVI, Section 4.5, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail.

- (f) Any increase in Transporter's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released storage rights to increase in accordance with any such increases in Transporter's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid to the Replacement Shipper either by Transporter or by Releasing Shipper depending on which entity (the Transporter or Releasing Shipper) received the proceeds of the excessive rate; provided, however, for releases that became effective on or after July 30, 2008, any rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap is deemed to be a final rate and is not subject to refund.
- (g) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Service Agreement and governing rate schedule and the terms and conditions of the Replacement Shipper's Service Agreement as described in Section 2.6(i).

GENERAL TERMS AND CONDITIONS (continued)

VII. INVOICING

1. Monthly invoicing date: NAESB Standard 3.3.14 states: The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be rendered on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered (made available) to the designated site.

Invoices may be rendered by mail or electronic communication. Transporter may render separate invoices for demand charges, commodity charges and cash-out charges.

2. Right of examination: Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable books and records (or portions thereof) of the other, necessary to verify the accuracy of any statement made under or pursuant to the provisions of the gas service contract. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

VIII. PAYMENTS

1. Monthly payment date: Shipper (or other payor) shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds within ten (10) calendar days from the receipt of the invoice for the gas service purchased by Shipper during the preceding month and invoiced by Transporter pursuant to the provisions of this Tariff or the gas service contract; provided, however, that if the date which is ten (10) calendar days from the Shipper's (or other payor's) receipt of the invoice is a Saturday, Sunday, or Federal holiday, the Shipper (or other payor) will be deemed to have satisfactorily complied with this requirement as long as payment is received and Transporter has available funds on the first business day immediately following the date which is ten (10) calendar days from the Shipper's (or other payor's) receipt of the invoice. Transporter may extend the period for payment up to twenty-five (25) days from receipt of invoice for a Shipper that is a foreign governmental entity whose compliance with governmental statutes, rules or regulations require a period longer than 10 days to process invoices. Transporter may require any Shipper requesting an extended period for payment to provide certification that Shipper is an entity of a foreign government. Shipper (or Payor) shall provide Transporter (or Payee) with supporting documentation with any payment as well as the appropriate invoice number on the payment(s). Transporter shall apply the payment pursuant to the supporting documentation provided.
2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any invoice as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the interest rate determined in accordance with Section 154.501 of the Commission's regulations. If such failure to pay continues for thirty (30) days after payment is due and Transporter has provided Shipper and the FERC with at least thirty (30) days notice that service will terminate due to the non-payment, Transporter in addition to any other remedy it may have under the service contract may terminate the service contract; provided, however, that if Shipper in good faith disputes the amount of any such invoice or part thereof and shall pay to Transporter such amounts as it concedes to be correct in addition to providing such remittance detail and documentation identifying the basis for the dispute; and, at any time within thirty (30) days after a demand made by Transporter, shall furnish good and sufficient surety bond guaranteeing payment to Transporter of the amount ultimately found due upon such invoice after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to terminate the gas service contract until a default is made in the conditions of such bond; provided further that should Shipper prevail on the dispute, Transporter shall reimburse Shipper for the cost of the surety bond.

GENERAL TERMS AND CONDITIONS (continued)

VIII. PAYMENTS
(continued)

3. Adjustment of underpayment, overpayment or error in invoicing: If it shall be found that Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff or the service contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, then Transporter shall refund the amount of such overcharge and Shipper shall pay the amount of any such undercharge. Refund or payment shall be with interest, calculated in accord with Section 2 of this Article VIII, assessed from the date that payment under the bill with the overcharge or undercharge was due Transporter. Any claim for an adjustment of an invoice shall include documentation of the error.

NAESB Standard 3.3.15 states: Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

4. Time of payment extended if invoice delayed: If presentation of an invoice to Shipper is delayed after the 9th business day of the month, then the time of payment shall be extended accordingly unless the Shipper is responsible for the delay.

IX. POSSESSION OF GAS

As between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Transporter at the Receipt Point(s), (ii) after receipt by Transporter, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the gas. The party which shall be in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party. In the absence of negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Transporter for the account of such Shipper and (ii) any losses or shrinkage of gas during or resulting from custody of Shipper or Shipper's designee.

X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS

1. Pressure of Deliveries: With respect to all deliveries by Transporter, Transporter shall make deliveries at Shipper's designated delivery points as nearly as practicable at Transporter's line pressure; provided that the minimum pressure shall be as stated in Shipper's Transportation Service agreement and shall not be less than 100 pounds per square inch gauge.
2. Operational Flow Orders: Transporter shall have the right to issue Operational Flow Orders (OFOs) as specified in this Section to Shippers, Shippers' Agents, point operators, and/or Balancing Agreement Holders (referred to collectively as "OFO Recipients"). As stated in NAESB Standard 1.2.6, an Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

GENERAL TERMS AND CONDITIONS (continued)

- X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS
2. Operational Flow Orders
(continued)
- 2.1 Preliminary Notifications/Follow-up Reports: Transporter shall provide, via posting on its Interactive Website, prior notice to all OFO Recipients of upcoming system events such as anticipated weather patterns and operational problems which may necessitate the issuance of an OFO. On a quarterly basis, Transporter will provide every OFO Recipient that was affected by an OFO during the previous quarter, and will file with the FERC, a written report which details the underlying causes which warranted the issuance of the OFOs during the quarter and explains why the actions required by the OFO were necessary to alleviate the identified problems.
- 2.2 Applicability of OFO: Transporter shall make an OFO as localized as is reasonably practicable based on Transporter's good faith and reasonable judgment concerning the situations requiring remediation such that an OFO will be directed (a) first to OFO Recipients causing the problem necessitating the OFO or transporting gas in the area of the system in which there is an operational problem, and (b) second to those OFO Recipients transporting gas in the area of the system where action is required to correct the problem necessitating the OFO. Prior to the issuance of an OFO, Transporter will attempt, if sufficient time exists, to alleviate the situation necessitating the OFO through the application of the scheduling and curtailment provisions in Article IV of these General Terms and Conditions. Transporter will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in Sections 3, 4 and 5.
- 2.3 Notice: As stated in NAESB Standard 5.3.34, Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s). As stated in NAESB Standard 5.2.2, "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. Pursuant to NAESB Standards 5.3.34 and 5.2.2, Transporter shall issue notice of all OFOs to the affected OFO Recipient via Transporter's Interactive Website, e-mail or EDI/EDM, at the OFO Recipient's election. Concurrent with notice to the OFO Recipient, all OFOs shall be posted on Transporter's Interactive Website. The OFO will set forth (a) the time and date of issuance, (b) the actions the OFO Recipient, is required to take, (c) the time by which the OFO Recipient must be in compliance with the OFO, (d) the anticipated duration of the OFO, and (e) any other terms which Transporter may reasonably require to ensure the effectiveness of the OFO. Each OFO Recipient must designate one or more persons, but not more than three persons, for Transporter to contact on operating matters at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters. If Transporter cannot contact any OFO Recipient due to its failure to designate a contact person or because such contact person is unavailable, such OFO Recipient shall be solely responsible for any consequences which could have been prevented by communication.

GENERAL TERMS AND CONDITIONS (continued)

- X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS
(continued)
3. Action Alerts: In the event that Transporter determines that due to (1) an ongoing or anticipated weather event, (ii) a known equipment problem, or (iii) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Transporter's ability to render firm service is threatened, Transporter may issue an Action Alert as set out herein to forestall the development of the situation.
- 3.1 Issuance of Alert: Action Alerts will be noticed in accord with the procedures set forth in Section 2.3 above. A minimum of 27 hours prior to the time that the OFO Recipient must take the action specified in the Alert, Transporter will issue a notice which informs the OFO Recipient of the known or anticipated problem on the system, the specified action instructions, and the anticipated time at which it will be required to conform with the specified instructions. The OFO Recipient will be expected to take preliminary actions to assist Transporter in avoiding a system problem. Conformance with these instructions will be mandatory. Transporter, when practicable, will issue the action instructions such that the time of mandatory conformance will correspond with the beginning of the Gas Day.
- 3.2 Requested Actions: Upon issuance of an Action Alert, Transporter can request that an OFO Recipient take any of the following actions, or other similar actions, to the extent that such actions would alleviate the situation:
- (a) increase or decrease injections into the system at specified receipt areas;
 - (b) begin withdrawals from system storage or decrease injections into system storage; and/or
 - (c) bring the nominations at specified delivery areas within designated balancing tolerances.
- 3.3 Compliance: An OFO Recipient must comply with an Action Alert within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article XII of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.
- 3.4 Penalties: If a customer fails to comply with an Action Alert, it shall be subject to a charge equal to \$0.2198 each dekatherm of gas by which it deviates from the requirements of the Action Alert. A customer will not incur any Action Alert charges if (a) such charges would not have been incurred but for its compliance with an Action Alert notice, (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the Action Alert notice resulted in a benefit to the system, or (c) the volumes subject to the Action Alert charges were traded with an offsetting imbalance pursuant to the provisions of Rate Schedules LMS-MA and LMS-PA and the customer can demonstrate to Transporter's satisfaction that such trade resulted in a benefit to the system and that such trade did not result in the customer transporting gas through the Action Alert area.

GENERAL TERMS AND CONDITIONS (continued)

X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS
3. Action Alerts
(continued)

- 3.5 Liability of Transporter: Transporter shall not be liable for interruption or curtailment of firm services in connection with an OFO unless the interruption or curtailment was the direct result of Transporter's negligence or willful misconduct. Otherwise, Transporter shall not be liable for any costs incurred by an OFO Recipient in complying with an OFO including any damages that result from any party failing to comply promptly and fully with an OFO. A noncomplying party shall indemnify Transporter against any claims of liability.
- 3.6 Unilateral Action: In the event (a) of non-response to an OFO, or (b) the actions taken thereunder are insufficient to correct the system problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to Action Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and performance of storage fields), the overall operating performance of the entire physical system as an entity (or any portion thereof) and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.
- 4. Critical Days: Transporter may call a Critical Day for all or part of its system provided that the conditions specified in this Section are met. The Critical Day shall be as localized as is reasonably practicable based on Transporter's good faith and reasonable judgment, beginning with individual points, followed by contracts, segments, zones and up to the entire system.
 - 4.1 Critical Day One: In the event that Transporter determines, in its sole discretion, that due to the existence of one or more of the conditions set forth below, action is necessary to forestall the deterioration of operational conditions on its system, Transporter may call a Critical Day One. The conditions are:
 - (a) Transporter has allocated limited capacity or curtailed scheduled quantities pursuant to Article IV, Sections 3 and 4 of the General Terms and Conditions and Shippers are in contravention of such capacity allocation or curtailment;
 - (b) Transporter's operational storage levels are below 10% or above 90% of the total operational storage balance; and
 - (c) Transporter is experiencing loss or an inability to maintain line pack.
 - 4.2 Critical Day Two: In the event that Transporter determines, in its sole discretion, that two or more of the conditions set forth in Section 4.1 above exist, or that issuance of a Critical Day One has failed to cure the conditions that necessitated Transporter calling a Critical Day One, Transporter may call a Critical Day Two.

GENERAL TERMS AND CONDITIONS (continued)

X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS,
BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS
4. Critical Days
(continued)

- 4.3 Notice/Follow-up Reports: Transporter may call a Critical Day by posting notice of the Critical Day on its Interactive Website no later than 10:00 p.m. CCT to be effective by 9:00 a.m. CCT for the following Gas Day. In the event that Transporter determines that it must call a Critical Day Two due to failure of a Critical Day One to cure the conditions, Transporter shall call a Critical Day Two to be effective no earlier than 9:00 a.m. CCT for the Gas Day following the Gas Day that Critical Day One was in effect. Issuance of a Critical Day will be noticed in accord with the procedures set forth in Section 2.3 above. The Critical Day Notice will set forth (a) the time and date of issuance, (b) the time and date of its effectiveness, (c) whether it is a Critical Day One or Critical Day Two, (d) the affected area, (e) the actions that Transporter's customers are required to take in that area, (f) the anticipated duration, and (g) any other terms which Transporter may reasonably require to ensure the effectiveness of the Critical Day. For purposes of this Section 4, Transporter's customers are defined as any party who has executed a service agreement on Transporter's system, including transportation agreements, storage agreements, supply aggregation agreements, park and loan agreements, and balancing agreements, or their respective agents. On a quarterly basis, Transporter will provide a written report for Critical Days in the same manner as the reports required in Section 2.1.
- 4.4 Required Action: Upon issuance of a Critical Day, Transporter can request that customers adjust their nominations and receipt and/or delivery flow to equal a stated tolerance which shall be no less than their scheduled quantities, plus or minus the greater of 2% or 500 dth. Transporter can further require customers to adjust its hourly quantities such that the customer will deliver and receive gas in uniform hourly quantities during the day.
- 4.5 Compliance: An OFO Recipient must comply with a Critical Day within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article XII of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.

GENERAL TERMS AND CONDITIONS (continued)

X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS

4. Critical Days
(continued)

4.6 Penalties: If a customer fails to comply with a Critical Day One, it shall be subject to a charge equal to \$5.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Critical Day. Regional Spot Price means the highest spot price published in Natural Gas Intelligence for the day(s) on which, and for the region(s) in which, the Critical Day is in effect; provided that if the Critical Day is in effect on days on which no Natural Gas Intelligence is published, the applicable price(s) reflected in the most recently published Natural Gas Intelligence shall be used in assessing the charge. If a customer fails to comply with a Critical Day Two, it shall be subject to a charge equal to \$10.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Critical Day. A customer will not incur any Critical Day charges if (a) such charges would not have been incurred but for its compliance with a Critical Day notice, (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the Critical Day notice resulted in a benefit to the system, or (c) the volumes subject to the Critical Day charges were traded with an offsetting imbalance pursuant to the provisions of Rate Schedules LMS-MA and LMS-PA and the customer can demonstrate to Transporter's satisfaction that such trade resulted in a benefit to the system and that such trade did not result in the customer transporting gas through the Critical Day area.

5. Balancing Alerts: In the event that, in Transporter's judgment, the Action Alerts under Section 3 and Critical Days under Section 4 are not sufficient to address the situation fully or under circumstances in which the operational integrity of the system is more severely threatened, Transporter may issue Balancing Alerts.

5.1 Issuance of Alert: Balancing Alerts will be noticed in accord with the procedures set forth in Section 2.3 above and will be issued a minimum of eight hours prior to the required action.

5.2 Required Actions: Balancing Alerts can be issued to effect any of the following:

- (a) adjustments of transportation nominations such that their receipt and/or delivery flow equals their scheduled quantities;
- (b) restrictions on Balancing Agreements such that balancing parties will be required to assure that their scheduled quantities equal their flows or that receipts and deliveries fall within the tolerance level designated in the Alert ("OFO daily tolerance");
- (c) restrictions of deliveries to a specific point or points covered by a balancing agreement to the aggregate Transportation Quantity under the firm transportation agreements with primary delivery points at the effected locations ("OFO daily tolerance"); or
- (d) adjustments of hourly quantities such that the OFO Recipient must deliver and receive gas in uniform hourly quantities.

GENERAL TERMS AND CONDITIONS (continued)

X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS

5. Balancing Alerts
(continued)

- 5.3 Compliance: An OFO Recipient must comply with a Balancing Alert within the time period set forth therein unless the OFO Recipient is able to demonstrate that such compliance (a) is not within its physical control or capability; (b) is prevented by operating conditions on a third party system which are beyond its control; (c) is precluded by contractual restrictions with persons other than Transporter; and/or (d) is prevented due to a force majeure event as defined in Article XII of Transporter's General Terms and Conditions. Provided that the OFO Recipient shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.
- 5.4 Penalties: If a Shipper, point operator, and/or OBA Holder fails to comply with a Balancing Alert it will be subject to a charge equal to \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas by which it deviates from the requirements of the Balancing Alert; provided that an OFO Recipient at a point at which flows are not subject to electronic flow monitoring will not be assessed the \$15.00/dth charge for any volumes by which it exceeds the requirements of the OFO during the first day the OFO is in effect; provided further that an OFO Recipient shall not incur any charges or penalties if (a) such charges or penalties would not have been incurred but for its compliance with a Balancing Alert, including any preliminary action taken in response to a warning issued by Transporter as a precondition to a Balancing Alert, or (b) it can demonstrate to Transporter's satisfaction that its noncompliance with the OFO resulted in a benefit to the system. "Regional Daily Spot Price" means the highest spot price published in Natural Gas Intelligence for the day(s) on which, and for the region(s) in which, the Balancing Alert is in effect; provided that if the Balancing Alert is in effect on days on which no Natural Gas Intelligence is published, the applicable price(s) reflected in the most recently published Natural Gas Intelligence shall be used in assessing the charge.
- 5.5 Liability of Transporter: Transporter shall not be liable for interruption or curtailment of firm services in connection with an OFO unless the interruption or curtailment was the direct result of Transporter's negligence or willful misconduct. Otherwise, Transporter shall not be liable for any costs incurred by an OFO Recipient in complying with an OFO including any damages that result from any party failing to comply promptly and fully with an OFO. A noncomplying party shall indemnify Transporter against any claims of liability.
- 5.6 Unilateral Action: In the event (a) of non-response to an OFO, or (b) the actions taken thereunder are insufficient to correct the system problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to Balancing Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and performance of storage fields), the overall operating performance of the entire physical system as an entity (or any portion thereof) and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

GENERAL TERMS AND CONDITIONS (continued)

- X. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS: ACTION ALERTS, CRITICAL DAYS, BALANCING ALERTS, AND HYDROCARBON DEWPOINT LIMITATIONS
(continued)
6. Hydrocarbon Dewpoint Operational Flow Orders (HDP OFO):
- 6.1 Transporter shall impose a Hydrocarbon Dewpoint limitation below the Hydrocarbon Dewpoint Safe Harbor (by issuing an HDP OFO) at a receipt point or Monitoring Point if Transporter determines that such HDP OFO is necessary to avoid an event that threatens the operational integrity of Transporter's System.
 - 6.2 Issuance of an HDP OFO: An HDP OFO will be noticed in accord with the procedures set forth in Section 2.3 above and will be issued a minimum of eight hours prior to the required action.
 - 6.3 Notwithstanding the above, an HDP OFO that reduces Transporter's Hydrocarbon Dewpoint Safe Harbor shall be applied in a manner consistent with the procedures set forth in Article II, Section 3.1(a).
 - 6.4 With respect to an HDP OFO that sets a Hydrocarbon Dewpoint limit below Transporter's Hydrocarbon Dewpoint Safe Harbor, Transporter shall post on its Interactive Website within three Business Days a notice identifying the operational event giving rise to the HDP OFO with specificity, identifying the point(s) where the operational event threatened Transporter's operational integrity, identifying specific points upstream of the operational event and HDP Segments of Transporter's System affected by the HDP OFO. Transporter shall update this information as updates become available.
 - 6.5 Failure to comply with an HDP OFO: An OFO Recipient must comply with an HDP OFO within the time period set forth in the HDP OFO Notice. An OFO Recipient shall notify Transporter immediately if it believes that it is excused from compliance with the HDP OFO, and shall provide Transporter with documentation sufficient to support its basis for non-compliance. Failure of an OFO Recipient to comply with an HDP OFO or provide Transporter with support for non-compliance may subject an OFO Recipient to a charge equal to \$15.00 plus the applicable Regional Daily Spot Price for each dekatherm of gas it delivers to Transporter that deviates from the requirements of an HDP OFO.
 - 6.6 Unilateral Action: In the event (a) of non-response to an HDP OFO, or (b) the actions taken thereunder are insufficient to correct the HDP Problem for which it was issued, or (c) there is insufficient time to carry out the procedures with respect to an HDP OFO, Transporter may take unilateral action, including curtailment of pipeline services in accordance with these General Terms and Conditions, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the preservation of physical assets and their performance and the ability to provide services at contracted levels.

GENERAL TERMS AND CONDITIONS (continued)

XI. WARRANTY OF TITLE TO GAS

This Section shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or transportation contract. Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas for transportation hereunder, good title or the good right to deliver the gas. Transporter warrants for itself, its successors and assigns, that the gas it warrants hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that each will have at such time of delivery good right and/or title to deliver the gas, that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, dangers, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) shall not pass to Transporter and title to gas delivered for fuel and use quantities shall pass to Transporter at the Receipt Point(s).

XII. EXCUSE OF PERFORMANCE

1. Relief from liability: Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (1) maintenance, construction, tests, rehabilitation, repairs on pipelines or (2) force majeure events, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, explosions or accidents to machinery or wells or lines of pipe, line or well freezeups, partial or total failure or unavailability of capacity, inability to obtain or unavoidable delay in obtaining materials, supplies, equipment, permits or labor to perform or comply with any obligations or conditions of an agreement, inability to obtain access to rights-of-way, the binding order of any court or governmental authority that pertains to matters which are not reasonably within the control of Transporter. Nor shall Transporter or Shipper be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any other cause, whether of the kind herein enumerated, or otherwise, which, by the exercise of due diligence, such party is unable to prevent or overcome. Transporter or Shipper (1) shall exercise reasonable diligence to schedule maintenance so as to minimize or avoid service interruptions and (2) shall not schedule routine, non-emergency maintenance during periods of peak demand, which action shall not be an excuse of performance as defined under this section. Transporter will provide as much notice as reasonably practicable, but no later than five days prior to the scheduled activity, Transporter will post on its Interactive Website a tentative schedule of planned maintenance, construction, test, rehabilitation or repair activities to be performed which Transporter anticipates may cause Transporter to fail to tender delivery of Shipper's scheduled quantities of gas. The schedule will include the dates the activities are scheduled to begin and end as well as the portions of the system and capacity expected to be affected. Transporter will endeavor to perform the activities in accordance with the posted schedule.
2. Liabilities not relieved: Such causes or contingencies affecting the performance of a gas sales, transportation or storage contract by either party, as defined in Section 1 shall not relieve such party of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of said contract, nor shall such causes or contingencies relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on. The inability to obtain and resell gas supply at a profit shall not relieve either party of contractual obligations. Nothing contained herein shall be construed to require either party to settle or prevent a strike or other controversy with employees or with anyone purporting or seeking to represent employees or a controversy with a landowner.

GENERAL TERMS AND CONDITIONS (continued)

XII. EXCUSE OF PERFORMANCE
(continued)

3. Limitation on Liability: Any limitations on Transporter's liability contained in the Sub-Licensing Agreement provided to a Shipper or a Balancing Agreement holder in connection with service pursuant to the System License Agreement shall be subordinate to the liability provisions contained in this Article XII of Transporter's General Terms and Conditions.
4. Termination of contracts: If either Transporter or Shipper shall fail to perform a material covenant or obligation imposed upon it by the gas sales, transportation, or storage contract, subject to the applicable provisions of this FERC Gas tariff, then in such event the other party may at its option terminate said contract by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the contract shall terminate; provided, however, that Transporter may not terminate the contract until it has obtained the authorization required by valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Any cancellation of the contract pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any gas which it has not received but for which (i) it has paid or (ii) with respect to transportation service, it has delivered to Transporter for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.
5. Reservation Charge Crediting Mechanism
 - (a) General Rule and Applicability
 - (i) General Rule. In the event Transporter is unable to make deliveries of the volume of gas to which Shipper has firm entitlements on any day and to which Shipper has nominated for delivery from a primary Receipt Point to a primary Delivery Point under a firm Rate Schedule, Transporter shall provide a credit applicable to the volume of gas that was nominated and confirmed by Shipper's supplier, but not delivered; provided however, Transporter shall not be relieved of the obligation to provide credits for failure to confirm a nomination for reasons within its control. The volume of gas to which the credit shall apply shall be the lesser of the following:
 - (A) the quantity Shipper has nominated, and which has been confirmed, for the Gas Day less (ii) the quantity measured as delivered at Shipper's primary Delivery Point;
 - (B) when Transporter has given advance notice of the unavailability of service, (i) the average of the preceding seven (7) day's daily quantities nominated and confirmed to the Shipper's primary Delivery Point immediately preceding the service interruption; less (ii) the quantity measured as delivered at Shipper's primary Delivery Point; provided, however, that if Tennessee's notice of a non-*force majeure* service interruption is not provided until after the Timely Nomination cycle then the seven days' average will not be applicable; or
 - (C) the applicable Transportation Quantity ("TQ") less (ii) the quantity measured as delivered at Shipper's primary Delivery Point.

GENERAL TERMS AND CONDITIONS (continued)

XII. EXCUSE OF PERFORMANCE

5. Reservation Charge Crediting Mechanism (continued)

(b) Exceptions. Transporter shall not be obligated to credit the Reservation Charge when Transporter's failure to deliver gas to Shipper as provided above in (a) results from:

(i) the conduct or operations of Shipper or the downstream point operator of the facilities at a primary firm Delivery Point including, but not limited to:

(A) damage or malfunction of the downstream point operator's facilities; or

(B) the inability of the downstream point operator to receive gas at Shipper's contract delivery pressure (if any) or Transporter's mainline pressure;

provided, however, that if damage or malfunction of the point operator's facilities where Transporter's facilities also incurred damage and are inoperable, and such damage or inoperability results in an inability to deliver, a credit shall apply under the terms hereof, except for the period provided in (ii) (A) and (B) below, until such time that Transporter's facilities are ready to be placed back in service.

(ii) such failure occurring within the earlier of:

(A) ten (10) days following a force majeure event under Article XII of this Tariff; or

(B) the date Transporter should have, in the exercise of due diligence, overcome the force majeure event, if earlier than the period set forth above in (a).

GENERAL TERMS AND CONDITIONS (continued)

XIII. NOTICES

Except when the Gas Transportation or Storage Agreements or the General Terms and Conditions of Transporter's FERC Gas Tariff require or allow for communication via Transporter's Interactive Website, any communication, notice, request, demand, statement, or bill provided for in the FERC Gas Tariff or in a service agreement or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either postage prepaid registered or ordinary mail or when sent by electronic mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

XIV. MODIFICATION of SERVICE AGREEMENT

Unless otherwise expressly provided in Transporter's Rate Schedules, General Terms and Conditions or service agreements, no modification of the terms and provisions of a service agreement shall be made except by electronic execution by both parties or by execution of a written amendment, provided that facsimile and electronic copies shall be equivalent to original writings.

XV. NONWAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper (or other party) of any one or more defaults by the other in the performance of any provisions of a service contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

GENERAL TERMS AND CONDITIONS (continued)

XVI. SCHEDULES AND CONTRACT SUBJECT TO REGULATION AND CHANGE

This FERC Gas Tariff, including these General Terms and Conditions, and the respective obligations of the parties under any service contract are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

XVII. OPERATING INFORMATION AND ESTIMATES

At Transporter's request, any Shipper which has executed a gas sales, transportation or storage contract with Transporter will furnish to Transporter estimates of the daily, monthly and annual quantities of natural gas which Shipper desires Transporter to furnish to Shipper or transport for Shipper for the following two (or more) years.

XVIII. RESERVED FOR FUTURE USE

XIX. CONSTRUCTION OF RECEIPT AND DELIVERY FACILITIES

1. Transporter shall have no obligation to construct, modify or rearrange Tap Facilities or Tap and Connecting Facilities to perform any service for a requesting party. For the purposes of this Article XIX, "Tap Facilities" shall include, but not be limited to, receipt and delivery taps, block and check valves, electronic gas measurement, communication equipment, and flange. "Connecting Facilities" shall include laterals, interconnecting pipeline, metering, compression, flow regulators and pressure regulators other than the Tap Facilities. "Lateral" shall mean any pipeline extension of Transporter (other than a mainline extension) built by Transporter from Transporter's existing pipeline facility to deliver gas to one or more customers, including new delivery points and enlargements or replacements of existing laterals. "Construction" shall mean the construction, modification or rearrangement by Transporter or its designee of Tap Facilities or Tap and Connecting Facilities to perform any service, including any Tap Facilities or Tap and Connecting Facilities necessary for Transporter to receive gas from, deliver gas to, or measure any gas received from or delivered to any party requesting Transporter's construction of such facilities.
2. All requests for the Construction of Tap Facilities or Tap and Connecting Facilities shall be handled by Transporter in a manner which is not unduly discriminatory. In the event that Transporter determines that it will construct facilities that will result in the expansion of its pipeline system, Transporter will offer the proposed expansion capacity to all Shippers on a non-discriminatory basis.

GENERAL TERMS AND CONDITIONS (continued)

XIX. CONSTRUCTION OF RECEIPT AND DELIVERY FACILITIES
(continued)

3. In the event that Transporter agrees to the Construction of Tap Facilities or Tap and Connecting Facilities, any agreement to construct, modify or rearrange such Tap Facilities or Tap and Connecting Facilities shall be conditioned as follows:
 - 3.1 The Tap Facilities or Tap and Connecting Facilities shall be installed at a point(s) which, in Transporter's reasonable judgment, is the most practical, convenient and readily accessible location; provided, however, Transporter shall not deny requesting party's proposed point(s) without adequate operational, environmental or legal justification; and
 - 3.2 The requesting party shall provide support for any regulatory authorization or permitting requirements necessary to support the Tap Facilities or Tap and Connecting Facilities at any duly authorized federal, state or government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization; and
 - 3.3 The terms and conditions of the Construction of the Tap Facilities or Tap and Connecting Facilities shall be mutually agreed to by Transporter and the requesting party and set forth in a facilities agreement. Nothing herein precludes requesting party or requesting party's designee from constructing the Connecting Facilities; and
 - 3.4 The ownership, operation and maintenance of the Tap Facilities or Tap and Connecting Facilities shall be mutually agreed to by Transporter and the requesting party and set forth in a facilities agreement. Nothing herein precludes requesting party or requesting party's designee from owning the Connecting Facilities.
4. Subject to the provisions of Section 3 above, Transporter shall construct, modify or rearrange Tap Facilities or Tap and Connecting Facilities for any requesting party who agrees to pay Transporter for the cost of such Construction as set forth in a facilities agreement and which may also be set forth in a Transportation Service Agreement. On a not unduly discriminatory basis, Transporter may condition its Construction of Tap Facilities or Tap and Connecting Facilities on payment from the requesting party of any or all costs which are directly related to the Construction of the Tap Facilities or Tap and Connecting Facilities and which arise prior to the in-service date of the facilities ("Related Costs"). These Related Costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, taxes other than income taxes, depreciation costs and the time value of money as set forth in a facilities agreement. In any agreement for the Construction of Tap Facilities or Tap and Connecting Facilities, Transporter and the requesting party shall mutually agree to one or a combination of the following methods of payment:
 - 4.1 Unless otherwise agreed, the requesting party shall pay Transporter for the costs of Construction and any applicable Related Costs prior to the commencement of Construction of the Tap Facilities or Tap and Connecting Facilities. On a basis which is not unduly discriminatory, Transporter also may require the requesting party to pay a gross-up for state and federal income taxes. These costs may also be set forth in a Transportation Service Agreement. For requesting parties paying Transporter in accordance with this Section 4.1, service shall not commence at the Tap Facilities or Tap and Connecting Facilities until all costs of Construction and applicable Related Costs have been paid by the requesting party to Transporter.
 - 4.2 The requesting party shall pay Transporter over time for the costs of Construction and any applicable Related Costs including the time value of money. On a basis which is not unduly discriminatory, Transporter also may require the requesting party to pay a gross-up for state and federal income taxes. These costs shall also be set forth in a Transportation Service Agreement. A requesting party paying Transporter in accordance with this Section 4.2 is not required to pay for all costs of Construction and any Related Costs prior to the commencement of service at the Tap Facilities or Tap and Connecting Facilities.

GENERAL TERMS AND CONDITIONS (continued)

XIX. CONSTRUCTION OF RECEIPT AND DELIVERY FACILITIES
(continued)

5. On a not unduly discriminatory basis, Transporter may agree to pay for all or part of the costs for the Construction of Tap Facilities or Tap and Connecting Facilities if the Construction is economically or operationally beneficial to Transporter. Transporter shall post notice of any such subsidy on its Interactive Website for a period of thirty (30) days following any such agreement. In determining economic or operational benefit, Transporter may utilize, among other criteria, the following criteria:
 - 5.1 The costs for the Construction of the Tap Facilities or Tap and Connecting Facilities;
 - 5.2 The incremental throughput and/or revenues attributable to the Tap Facilities or Tap and Connecting Facilities;
 - 5.3 The incremental operating and maintenance expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
 - 5.4 The incremental administrative and general expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
 - 5.5 The incremental tax expenses attributable to the Tap Facilities or Tap and Connecting Facilities;
 - 5.6 The marketability of the capacity associated with the Tap Facilities or Tap and Connecting Facilities;
 - 5.7 The location of the markets associated with the Tap Facilities or Tap and Connecting Facilities;
 - 5.8 The interruptible versus firm nature of the transportation service;
 - 5.9 The availability of capital funds on terms and conditions acceptable to Transporter;
 - 5.10 The time value of money;
 - 5.11 The increased system or operational reliability;
 - 5.12 The increased access to new supplies or markets;
 - 5.13 The increased flexibility.
6. In the event Transporter enters into an agreement with Requesting Party under Article XIX, Section 5.2, or Transporter agrees to pay for all or part of the cost for the construction of the Tap or Connecting Facilities and the Requesting Party is deemed uncreditworthy by Transporter, then in accordance with Article XXVI, Section 4.9, Transporter may require an irrevocable letter of credit, or other mutually agreeable form of credit, from Requesting Party in an amount up to the cost, including Related Costs, of the Tap or Connecting Facilities until Transporter has been reimbursed for the cost of the facilities. Such credit assurance may be requested at any time prior to in-service of the facilities or thereafter to the extent mutually agreed to as a condition of the construction.
7. Transporter shall not use the costs for the Construction of the Tap Facilities or Tap and Connecting Facilities incurred and reimbursed under any agreement pursuant to Section 4 above as either revenues or costs in establishing its general system rates.
8. Nothing herein shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act; provided further, nothing in this Article shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a).

GENERAL TERMS AND CONDITIONS (continued)

XX. RATE ZONE BOUNDARIES AND INCREMENTAL LATERALS

1. The boundaries of Transporter's rate zones for purposes of the rate schedules in this Tariff are as follows:

Louisiana Zone - Zone L - all points on the 500 Line upstream from the suction side of Station 534 in Purvis, Mississippi, including all points east of mainline valve 515 in Centerville, Louisiana; all points on the 800 Line upstream from the suction side of Compressor Station 834 in Winnsboro, Louisiana, including all points on the west side of mainline valve 515 in Centerville, Louisiana; all points on the Kinder-Sabine Line No. 800-1, and all points on Kinder-Natchitoches Line No. 501-1 south of Station 40 in Natchitoches, Louisiana.

Texas Zone - Zone 0 - all points on the 100 Line beginning in Texas, including all points on the Carthage Line No. 701-1, and ending at the suction side of Compressor Station 40 in Natchitoches, Louisiana.

Southern Zone - Zone 1 - The portion of Transporter's 100 Line between the discharge side of Station 40 in Natchitoches, Louisiana and the suction side of Transporter's Compressor Station No. 87 in Portland, Tennessee; the portion of Transporter's 800 Line between the discharge side of Station 834 in Winnsboro, Louisiana and the 800 Line suction side of Station 87 in Portland, Tennessee; the portion of Transporter's 500 Line between the discharge side of Station 534 in Purvis, Mississippi and the 500 Line suction side of Station 87 in Portland, Tennessee.

Central Zone - Zone 2 - between the discharge side of Transporter's Compressor Station No. 87 located in Sumner County, Tennessee, and either the suction side of Transporter's Compressor Station No. 114 located in Boyd County, Kentucky, or the point at which Transporter's Buffalo extension crosses the Ohio River.

Eastern Zone - Zone 3 - between the discharge side of Transporter's Compressor Station No. 114 located on the west bank of Big Sandy River in Boyd County, Kentucky, and the West Virginia terminus of Transporter's pipeline three miles east of Clendenin, West Virginia.

Northern Zone - Zone 4 - in the States of Ohio and Pennsylvania.

New York Zone - Zone 5 - in the States of New York and New Jersey.

New England Zone - Zone 6 - in the States of Connecticut, Massachusetts, New Hampshire and Rhode Island.

2. Incremental Laterals for the purposes of the Rate Schedules in this Tariff are as follows:

Tewksbury-Andover Lateral

The lateral pipeline extending from an interconnecting point at milepost 270B-102+1.53 on Tennessee's existing Concord Lateral in Middlesex County, Massachusetts eastward to the town of Andover in Essex County, Massachusetts as certificated in Docket No. CP04-60.

GENERAL TERMS AND CONDITIONS (continued)

XXI. OFF-SYSTEM CAPACITY

1. From time to time, Transporter may enter into transportation and/or storage agreements with other interstate and intrastate pipeline and storage companies ("off-system capacity"). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers. In the event that Transporter uses off-system capacity to render service for its Shippers, it will only render service to Shippers on the acquired capacity pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. In the event that off-system capacity used to render service to Transporter's Shippers is subject to renewal limitations, as specified in a provider's tariff and/or as provided by FERC regulation, Transporter will indicate in any posting of capacity available for service any limitation to extension rights that will apply as a result of limitations on the off-system capacity. For purposes of transactions entered into subject to this Article XXI, the "Shipper must have title" requirement is waived.
2. Third Party Charges. Notwithstanding the provisions of Section 1 above, if Shipper and Transporter mutually agree, that Transporter shall, to provide service to shipper, use service which Transporter has contracted for with third party(s) pursuant to this Article XXI for the benefit of Shipper, Shipper shall pay Transporter, in addition to any applicable rates and charges pursuant to Transporter's FERC Gas Tariff, an amount up to the charges Transporter is obligated to pay such third party(s), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.
3. Any off-system capacity acquired by Transporter for the benefit of a Shipper which is not used by such Shipper, shall be offered to Transporter's other Shippers pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, including any applicable third party charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service, whether any third party charges will apply to the use of such off-system capacity.

XXII. RESEARCH, DEVELOPMENT AND DEMONSTRATION RATE ADJUSTMENT

The rates for Transporter's jurisdictional services shall be adjusted from time to time to reflect changes in Transporter's expenditures for Research, Development and Demonstration (RD&D), in accord with the procedures herein specified.

1. Filing of RD&D Rate Adjustment
 - 1.1 Effective Rate after RD&D Rate Adjustment: The effective rates under Transporter's Rate Schedules as reflected in the Summary of Rates and Charges in Volume No. 1 of Transporter's FERC Gas Tariff shall be the Rates After Current Adjustment for each applicable rate schedule reflecting the Current RD&D Rate Adjustment under this Article XXII.
 - 1.2 Effective Date of Adjustment: The Effective Date of Adjustment for each Current RD&D Rate Adjustment filed pursuant to Section 2 hereof shall be the date specified in Transporter's filing and shall be the first day of a month; provided, however, that Current RD&D Rate Adjustments shall be made effective no more frequently than semiannually. The Current RD&D Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension; provided, however, that such Current RD&D Rate Adjustment shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and non-appealable Commission order. Any refunds under this Article shall include simple interest at the interest rate specified in Section 154.67 of the Commission's Regulations under the Natural Gas Act.

GENERAL TERMS AND CONDITIONS (continued)

XXII. RESEARCH, DEVELOPMENT AND DEMONSTRATION RATE ADJUSTMENT

1. Filing of RD&D Rate Adjustment
(continued)

1.3 Filing Procedure: At least thirty days prior to the Effective Date of Adjustment, Transporter shall file with the Federal Energy Regulatory Commission and post, as defined by Section 154.16 of the Commission's Regulations, revised Tariff Sheets showing for each of Transporter's applicable Rate Schedules, the Base Tariff Rates and the Rates After Current Adjustment reflecting the Current RD&D Rate Adjustment determined in accord with this Article. Such filing shall include (1) detailed computations showing clearly the derivation of such current RD&D Rate Adjustment and (2) a statement as to the anticipated scope and objective of the RD&D and the relationship of such objective to the service for which the RD&D adjustment is to apply. Such supporting data shall be in lieu of any other data or supporting materials required by the Commission's Regulations under the Natural Gas Act. The filing by Transporter, or the making effective, of rate changes under procedures other than this Article shall have no effect upon the right and duty of Transporter to make changes under this Article.

2. Determination of Current RD&D Rate Adjustment

2.1 Current RD&D Rate Adjustment: The Current RD&D Rate Adjustment shall be determined by dividing (1) the sum of (a) RD&D Expenditures Chargeable to Operations and (b) the Cost of Service for RD&D Expenditures in Rate Base by (2) Transporter's total system throughput and Gabe Plant deliveries for the Determination Period. The resulting quotient stated to the nearest one one-hundredth cent shall be the adjustment applicable to the commodity, single part, and excess withdrawal rates, and the unauthorized over-run rate for storage service, in the Rate Schedules in Volume No. 1 of Transporter's FERC Gas Tariff. A Current RD&D Rate Adjustment shall not be filed unless the amount thereof as thus determined is at least one one-hundredth cent per Dth. A Current RD&D Rate Adjustment is not required under this Article to the extent the aggregate reduction of Transporter's rates thereunder would exceed the aggregate rate increases allowed thereunder.

2.2 Determination Period: The Determination Period shall be a period of twelve months ending three months prior to the Effective Date of the Adjustment.

2.3 RD&D Expenditures Chargeable to Operations: RD&D Expenditures Chargeable to Operations shall be the difference between (1) Transporter's actual RD&D expenditures chargeable to operations during the Determination Period and (2) Transporter's RD&D expenditures chargeable to operations reflected in Transporter's then effective Base Tariff Rates or the last prior adjustment under this Article.

2.4 Cost of Service for RD&D Expenditures in Rate Base: The Cost of Service for RD&D Expenditures in Rate Base shall reflect return and related current federal and state income taxes on the difference between (1) the balance in FERC Account No. 188 at the end of the Determination Period and (2) the balance in FERC Account No. 188 included in rate base in Transporter's Base Tariff Rates or the last prior adjustment under this Article. For the purpose of the computation under this Section 2.4, the balance in FERC Account No. 188 shall be increased by the tax effect of RD&D Expenditures as recorded in FERC Account No. 190 and shall be reduced by all amounts which were (1) received from others in payments for rights and/or benefits received from RD&D Expenditures in FERC Account No. 188, (2) received by the end of the Determination Period and not used to reduce the balance in FERC Account No. 188 in any prior filing under this Article and (3) the tax effect of RD&D Expenditures as recorded in FERC Account No. 283.

The rate of return utilized to determine such Cost of Service for RD&D Expenditures shall be the rate of return last allowed Transporter by the Commission during the last three years, or in the absence of such rate of return allowance or of any evidence submitted to the contrary in Transporter's filing, the return utilized shall be the interest rate used for computing refunds as specified in section 154.67 of the Commission's Regulations under the Natural Gas Act.

GENERAL TERMS AND CONDITIONS (continued)

XXIII. GAS RESEARCH INSTITUTE VOLUNTARY CONTRIBUTION PROGRAM

Disposition of Revenues Collected Under the Voluntary Contribution Program

Within fifteen (15) days of the receipt of revenues collected from Shippers who wish to voluntarily contribute amounts to GRI's research, development and demonstration programs (the "Voluntary Contribution Program"), Transporter shall remit to Gas Research Institute ("GRI") any amounts collected. Shippers desiring to contribute to the Voluntary Contribution Program may check the appropriate box on their monthly invoices and include such amounts with their payments.

XXIV. FERC ANNUAL CHARGE ADJUSTMENT

Transporter shall adjust the rates for Funding Services from time to time to reflect the annual charge assessed Transporter by the Federal Energy Regulatory Commission (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

1. Funding Services

Funding Services shall include (1) all transportation services under Rate Schedules in Volume No. 1 of Transporter's FERC Gas Tariff, and (2) all transportation services for interstate pipelines, intrastate pipelines, distribution companies, or for ultimate consumers under Rate Schedules in Volume No. 2 of Transporter's FERC Gas Tariff.

2. Annual Charge Adjustment (ACA) Surcharge

The ACA Surcharge shall be the unit charge, adjusted as necessary for heating value and pressure base, which the Federal Energy Regulatory Commission orders to be effective each fiscal year as posted in a notice on its website (<http://www.ferc.gov>) entitled "FY [Year] Gas Annual Charges, Correction for Annual Charges Unit Charge."

3. Retention of Revenues Collected under Annual Charge Adjustment

Transporter shall retain all revenues collected under this Article. Except as provided by this Article, Transporter shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act any Annual Charges recorded in its FERC Account No. 928.

GENERAL TERMS AND CONDITIONS (continued)

XXV. INFORMATION AND COMMUNICATIONS REGARDING SERVICES

This Article describes the information Transporter will make available pursuant to Order Nos. 497 et al., and Order Nos. 636 et al. and the procedures through which the information will be made available.

1. Access to Transporter's Interactive Website
 - (a) A Shipper may communicate with Transporter via Transporter's Interactive Website by:
 - (i) acquiring compatible PC capability;
 - (ii) executing the DART System License Agreement ("System License Agreement") with Transporter, which is available on Transporter's Interactive Website;
 - and
 - (iii) receiving a user identification number for accessing Transporter's Interactive Website.
 - (b) A Shipper may communicate with Transporter via Electronic Data Interchange (EDI) by executing a Trading Partner Agreement with Transporter, which is available on Transporter's Interactive Website.
2. Posted Information

NAESB Standard 5.3.18 states: System-wide notices should have a separate category for notices that are not critical.

Transporter will provide on its Internet website the required posted information pursuant to the Commission approved NAESB Standards 4.3.16, 4.3.18, 4.3.22, 4.3.23, 4.3.25 and the required posted information pursuant to the Standards of Conduct for Transmission Providers.

Contact information is available via Transporter's Internet website for any person desiring information on the availability, pricing, or other terms of the transportation services.
3. Service Complaints

Customers are encouraged to resolve any disputes informally with their designated customer representatives. A formal complaint concerning any transportation services offered by Transporter shall be directed in writing, to the Director, Transportation Services. The Director or a designee will respond initially to the complainant within two days (exclusive of weekends and holidays), and in writing within 30 days. Contact information for the Director of Transportation Services is provided on the Transporter's Internet website.
4. Relationship with Affiliates

Information on affiliates that employ or retain marketing function employees and information on facilities shared by marketing function employees and Transporter's transmission function employees will be available on Transporter's Internet website, in accordance with the Commission's regulations.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable rate schedule, this Article shall govern qualification for receipt of service from Transporter under Rate Schedules FS, FS-F, IS, FT-G, FT-GS, FT-A, FT-BH, FT-IL, IT, PAL and PTR.

1. Request for Service

All Shippers requesting Part 284 service must provide, via Transporter's Interactive Website, the information required by this Article XXVI and as designated in Transporter's Interactive Website. If Transporter determines that Shipper's request is incomplete or deficient, Transporter shall so notify Shipper. Shipper may supplement the request within 10 working days after such notice.

Upon receipt of such request, and after the request has been fully processed and approved by Transporter pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall approve on-line the applicable Service Agreement, as set forth in Transporter's FERC Gas Tariff, with the agreed upon terms and conditions contained therein. Shipper shall execute on-line the Service Agreement within the time period specified by the applicable service tariff provision. Except as otherwise provided in Article VI and in Section 5 of this Article below, Shipper's execution on-line shall consummate a binding contract between the parties.

2. Information Required for Storage and Transportation Service

Any request for Part 284 storage service must contain the following information, in writing:

- (a) Contractual Quantities: The quantity of service requested as the Maximum Storage Quantity and, with respect to firm service, the quantity requested as the Maximum Daily Withdrawal Quantity and the quantity requested as the Maximum Daily Injection Quantity (as defined in the applicable rate schedule).
- (b) Term of Service: The proposed commencement and termination dates for firm service and a termination date of at least thirty days after service commencement for interruptible service.
- (c) Service Point: The designated storage service point(s), as defined in the applicable rate schedule, for gas to be injected into or withdrawn from storage.

Any request for Part 284 transportation service must include the following:

- (a) Gas Quantities: The maximum daily delivery quantity applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms and Mcf and the estimated total quantities to be received and transported over the delivery period.
- (b) Receipt/Delivery Point: The designated Primary Receipt Point(s) and Primary Delivery point(s) for the requested transportation together with the name and entity delivering gas to Transporter and the name of the entity to receive the gas from Transporter.
- (c) Term: The proposed commencement and termination dates of service.
- (d) Shipper Certification: A statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have title or the right to acquire title to the gas to be delivered to Transporter.
- (e) Facilities: Identification and location of any facilities to be constructed or installed by any party affected by the proposed transportation service.

Any request for Subpart B, Part 284 transportation service ("Section 311 transportation service") that Transporter may provide to Shipper pursuant to Rate Schedules FT-A or IT, must also include the following:

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE
(continued)

- (a) A declaration from Shipper explaining how the requested service qualifies as Section 311 transportation service;
- (b) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported; and
- (c) If applicable, a certification from the local distribution company or the intrastate pipeline on whose behalf Transporter will render the Section 311 transportation service.

No request for transportation service will be entered on Transporter's log, as required by Section 284.13 of the Commission's Regulations, or scheduled for receipt and delivery until the required information has been provided.

3. Modification of Service

Any modification of an existing Part 284 transportation or storage service shall be requested by Shipper via Transporter's Interactive Website or by electronic means if necessary. Such request for change, after having been fully processed and accepted by Transporter, shall be deemed to have the full force and effect of the underlying service agreement.

4. Credit Evaluation

4.1 Upon Transporter's request, a Shipper seeking or utilizing Part 284 service from Transporter must provide, to the extent such information is in Shipper's possession:

- (a) a copy of Shipper's audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;
- (b) a copy of Shipper's financial statements for the most recent period available, which may be unaudited, but if unaudited, must be signed and attested by Shipper's President and Chief Financial Officer as fairly representing the financial position of the company;
- (c) a statement of the legal composition of the business, i.e., corporation, limited partnership, etc.;
- (d) a statement of the length of time that Shipper has been in business; and
- (e) a list of Shipper's affiliates, including parents and subsidiaries, if applicable.

4.2 Transporter may also require, either with the request for service or at the time of execution of the service agreement, or at any future time as Transporter deems necessary to conduct ongoing credit evaluations of Shipper, that the Shipper shall provide Transporter with any or all of the following information and criteria to allow Transporter to determine the Shipper's Creditworthiness:

- (a) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted herein must show that Shipper's obligations are being paid on a reasonably prompt basis;
- (b) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction;

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FERC NGA Gas Tariff
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4.2 Credit Evaluation – Ongoing Credit Evaluations
(continued)

- (c) Shipper is required to provide written notice to Transporter within two days of filing a report (other than an annual or quarterly report) with the Securities and Exchange Commission ("SEC") or other equivalent foreign regulatory body that Shipper is required to file as a result of a material event or corporate change affecting its financial condition. Such notice shall include a general description of the nature and reason for the filing and to the extent such report is not available electronically, Shipper shall provide Transporter with a copy of the report. Shippers that are not subject to SEC reporting requirements, but have a parent that is, shall comply with respect to any such filing by their parent.
- (d) Shipper shall provide a list of owners and/or shareholders of entity, if privately held.

4.3 Criteria for Creditworthiness Determination

Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested service agreement.

A shipper will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa2 by Moody's Investor Service ("Moody's") and (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's and (iii) the net present value of the sum of reservation fees, utilization fees and any other associated fees, for the contract term is less than 15% of Shipper's tangible net worth. As used herein, tangible net worth shall be the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs and other intangible assets. In the event Shipper is rated by multiple agencies, the lower rating applies. A Shipper that is not rated by S&P or Moody's may use its parent's rating if a guarantee acceptable to Transporter is provided. If the Shipper has multiple service agreements with Transporter, then the total of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the criteria described above then Shipper may have the Transporter evaluate its creditworthiness based upon the level of service requested. Such credit appraisal shall be based upon Transporter's evaluation of the following information and credit criteria:

- (a) S&P and Moody's opinions, watch alerts, and rating actions will be considered in determining creditworthiness.
- (b) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Results of bank and trade reference checks and credit reports must demonstrate that a Shipper is paying its obligations in a timely manner.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

4.3 Criteria for Creditworthiness Determination
(continued)

- (d) Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws. An exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act will be made if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
- (e) Whether Shipper is subject to any lawsuits or judgments outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (f) Whether Shipper has any delinquent balances outstanding for services provided previously by Transporter and whether Shipper has paid its account balances according to the terms established in its service agreements and whether any deductions or payments were withheld for claims not authorized by the service agreements.
- (g) Any other information obtained that is relevant to Shipper's current and future financial strength.

- 4.4 Upon request of Transporter, Shipper shall furnish the information required in Sections 4.1 and 4.2 above within three (3) business days. Transporter shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Transporter's request fails to demonstrate creditworthiness and loses its creditworthiness status, as determined by Transporter, unless the Shipper complies with Section 4.5 below. For purposes herein, the insolvency of a Shipper shall be conclusively demonstrated by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

4. Credit Evaluation
(continued)

4.5 In the event a Shipper becomes insolvent or loses its creditworthiness status subsequent to the commencement of service on Transporter's system, Transporter will notify Shipper via e-mail and facsimile stating that the Shipper has lost its creditworthiness status. If Shipper is a Replacement Shipper, within a reasonably proximate time notice will also be sent to the Releasing Shipper via e-mail and facsimile. Within 10 days of such notice, Transporter will provide the non-creditworthy Shipper a detailed written explanation of the reasons for such loss of creditworthiness within 10 days of the Shipper's request for such information and provide a recourse for Shipper to challenge such determination. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its service agreement and associated rate schedule. If the Shipper desires to continue service with Transporter, Transporter will require the Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate credit assurances in one of the forms set forth below. The credit assurance elected must equal the value of one (1) month of payments under Shipper's service agreement(s) with Transporter, to be provided within five (5) business days from the day Transporter notifies the Shipper that Shipper has lost its creditworthiness status, and the next three (3) months of payments, to be provided within thirty (30) days from the day Transporter notified the Shipper that the Shipper has lost its creditworthiness status. The credit assurance may take one of the following forms, at Shipper's election:

- (a) an irrevocable letter of credit to Transporter, satisfactory to Transporter, verifying the Shipper's creditworthiness;
- (b) an estimate of its transportation requirements in advance and a prepayment in advance for this service on Transporter's system;
- (c) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper;
- (d) a guarantee by another person or entity which satisfies Transporter's credit appraisal; or
- (e) other mutually agreeable forms and value of credit assurances.

Unless otherwise agreed, the credit assurances must at all times maintain a value specified above equal to the highest estimated charges during the term of the service agreement. Any prepayment held by Transporter pursuant to Section 4.5(b) above shall accrue interest at the rate specified in Section 154.501(d) of the Commission's regulations.

If Shipper fails to pay any outstanding balance and/or provide the credit assurance within the specified time period, Transporter may immediately suspend service to Shipper. Without waiver of any rights Transporter may otherwise have under any and all service agreements with Shipper including, but not limited to, the right to sue Shipper for unmitigated damages resulting from Shipper's breach of contract, Transporter will not charge Shipper for service during the period of suspension of service. In addition, Transporter will provide at least thirty (30) days written notice to Shipper, Releasing Shipper, if any, and the Commission that it will terminate service to Shipper if Shipper fails to pay the outstanding balance and/or provide the required credit assurance.

To the extent that Transporter suspends or terminates the service of a Replacement Shipper, Transporter shall provide within a reasonably proximate time notice to the Replacement Shipper and Releasing Shipper via e-mail and facsimile.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

4. Credit Evaluation
(continued)

- 4.6 Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past service agreements and Shipper has defaulted on such payments per the terms of Article VIII of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 4.6 shall apply solely to the Shipper that is the contract holder.
- 4.7 If a Shipper has multiple contracts with Transporter and defaults on one contract, Transporter may deem a default by Shipper on that one contract as a loss of creditworthiness on any other contract the Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 4.7 shall apply solely to the Shipper that is the contract holder.
- 4.8 In accordance with Article VI, Sections 1.11(j) and 2.11(d) of Transporter's General Terms and Conditions, in the event a Releasing Shipper does not permanently release a contract to a Replacement Shipper, Transporter may invoice the Releasing Shipper upon the Replacement Shipper's default on a payment obligation to Transporter in accordance with Article VIII of these General Terms and Conditions for an amount up to the amount of the Releasing Shipper's reservation charge plus interest calculated from the date the unpaid amount was due from Replacement Shipper, net of any security held for Replacement Shipper. Releasing Shipper shall submit the payment to Transporter within ten (10) days of receipt of the invoice.
- 4.9 In the event Transporter constructs new facilities to accommodate a Shipper and that Shipper is deemed uncreditworthy by Transporter, Transporter may require an irrevocable letter of credit, or other mutually agreeable form of credit, from Shipper in an amount up to the cost of the facilities until Transporter has been reimbursed for the cost of the facilities. Such credit assurance may be requested at any time prior to in-service of the facilities. To the extent mutually agreed to as a condition of the construction, Transporter may invoke such credit assurance requirement after the facilities are placed in-service. In the event facilities are constructed to accommodate more than one Shipper, the letter of credit or other mutually agreeable form of credit for each non-creditworthy Shipper will be limited to the cost of facilities allocable to such Shipper. The facilities under this Section 4.9 shall include those facilities constructed in accordance with Article XIX of the General Terms and Conditions for Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction and reimbursement of facilities.

In the event Shipper defaults and Transporter terminates service to Shipper, Transporter shall draw upon and retain such collateral as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated agreement shall be made available pursuant to Section 5 of this Article XXVI. Within 60 days of the capacity being made available, to the extent such capacity has been awarded, the collateral retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future reservation charge revenues of the original Shipper that would have been attributed to the cost of such facility less the net present value of that portion of the future reservation charge revenues of the newly awarded Shipper that may be attributed to the cost of such facility.

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XXVI. REQUESTS FOR SERVICE
4. Credit Evaluation
(continued)

- 4.10 Transporter intends that this Section 4 shall be read in harmony, and not in conflict, with the Bankruptcy Code.
- 4.11 In the event Transporter has terminated service to Shipper as a result of loss of creditworthiness or default by Shipper, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.
- 4.12 NAESB Standards:
- (a) NAESB Standard 0.3.3 states: If the Transportation Service Provider (TSP) requests additional information to be used for credit evaluation after the initiation of service, the TSP, contemporaneous with the request, should provide its reason(s) for requesting the additional information to the Service Requester (SR) and designate to whom the response should be sent. The TSP and the SR may mutually agree to waive the requirements of this standard.
 - (b) NAESB Standard 0.3.4 states: Upon receipt of either an initial or follow-up request from the Transportation Service Provider (TSP) for information to be used for creditworthiness evaluation, the Service Requester's (SR) authorized representative(s) should acknowledge receipt of the TSP's request. The TSP and the SR may mutually agree to waive the requirements of this standard.
 - (c) NAESB Standard 0.3.5 states: The Service Requester's (SR) authorized representative(s) should respond to the Transportation Service Provider's (TSP) request for credit information, as allowed by the TSP's tariff, on or before the due date specified in the request. The SR should provide all the credit information requested by the TSP or provide the reason(s) why any of the requested information was not provided.
 - (d) NAESB Standard 0.3.6 states: Upon receipt from the Service Requester (SR) of all credit information provided pursuant to applicable NAESB WGQ standards, the Transportation Service Provider (TSP) should notify the SR's authorized representative(s) that it has received such information. The TSP and the SR may mutually agree to waive the requirements of this standard.
 - (e) NAESB Standard 0.3.7 states: The Service Requester (SR) should designate up to two representatives who are authorized to receive notices regarding the SR's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to the Transportation Service Provider (TSP) the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of the TSP to provide creditworthiness notifications is waived until the above requirement has been met. The SR should manage internal distribution of any creditworthiness notices that are received.

The TSP should designate, on its Internet website or in written notices to the SR, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the SRs' creditworthiness. The SR's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and the TSP should manage internal distribution of any such confirmations.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

4.12 Credit Evaluation NAESB Standards
(continued)

- (f) NAESB Standard 0.3.8 states: At any time after the Service Requester (SR) is determined to be non-creditworthy by the Transportation Service Provider (TSP), the SR may initiate a creditworthiness re-evaluation by the TSP. As part of the SR's re-evaluation request, the SR should either update or confirm in writing the prior information provided to the TSP related to the SR's creditworthiness. Such update should include any event(s) that the SR believes could lead to a material change in the SR's creditworthiness.
- (g) NAESB Standard 0.3.9 states: After a Transportation Service Provider's (TSP) receipt of a Service Requester's (SR) request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("SR's Request"), within five (5) Business Days, the TSP should provide a written response to the SR's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for the TSP's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the SR's Request unless specified in the TSP's tariff or if the parties mutually agree to some later date.
- (h) NAESB Standard 0.3.10 states: In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Service Requester(s) and the Transportation Service Provider may mutually agree to other forms of communication in lieu of Internet E-mail notification.

5. Award of Generally Available Capacity

5.1 Open Season

Available capacity on Transporter's system will be posted on Transporter's Interactive Website. When a Shipper expresses interest in available capacity, Transporter will post a notice on its Interactive Website, wherein it will state that Transporter will receive bids for the forward haul or backhaul capacity in accordance with this Section 5; provided, however, that Transporter is not required to post an open season notice where either the capacity has been posted as available for at least five (5) business days or the term of a contract with a prospective Shipper for such available capacity is equal to or less than 92 days. To the extent Transporter receives a request for service for capacity posted less than 5 business days, such request would not negate a requirement for an open season to the extent the request is for service greater than 92 days. In addition, Transporter may post notices on its Interactive Website for the subscription of forward haul or backhaul capacity available for any period which shall also be subject to the terms of this Section 5. All postings made pursuant to this Section 5.1 shall contain the type of service that is available, the dates and duration that the service will be available, the location of the available forward haul or backhaul capacity and/or deliverability, any minimum terms and conditions that would be acceptable for consideration, the relevant discount factor, the minimum bid packages that will be considered, any minimum terms and conditions for Expired Contract Capacity (as that term is defined in Section 5.8 of this Article XXVI) comparable to the minimum terms and conditions for an expansion project pursuant to Section 5.8 below, and any other information that Transporter determines to be relevant. All postings shall specify the weight to be prescribed to each factor listed in the posting. Transporter shall include in its Interactive Website open season notice the factors and their weights to be prescribed to each factor in any net present value (NPV) evaluation of the bids. In addition, all postings made pursuant to this Section 5.1 shall specify the beginning and ending dates of the Bidding Period, which shall be for a minimum of:

- (a) four (4) business hours ending no later than 2:00 PM Central Clock Time for service offering(s) of 31 days or less; or
- (b) one business day for service offerings with a term of more than 31 days but not greater than 92 days; or

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XXVI. REQUESTS FOR SERVICE

5. Award of Generally Available Capacity

5.1 Open Season
(continued)

(c) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; or

(d) five (5) business days for service offerings with a term greater than 365 days.

In addition, a posting may specify either that Transporter reserves the right to reject any bid lower than the maximum applicable reservation rate, or that Transporter has established minimum acceptable bids by time period(s) for the capacity that is subject to the open season, but not both. In the event that Transporter elects to establish minimum acceptable bids prior to the open season, Transporter may elect not to disclose the minimum acceptable bids at the time of posting but shall record and maintain such bids for a period of three (3) years for validation purposes.

5.2 Net Present Value Standard

All bids provided during the open season held pursuant to Section 5.1 shall be submitted to Transporter by electronic mail unless otherwise indicated in the posting. Transporter shall award capacity for such bids to shippers that meet Transporter's creditworthiness standards (as set forth in Article XXVI, Section 4 of the General Terms and Conditions) and whose bids, based upon Transporter's determination, have the highest net present value (NPV). The NPV is the discounted cash flow of incremental revenues per dekatherm to Transporter produced, lost or affected by the requests for service and shall be based upon such factors as the term, quantity, date on which the requested service is requested to commence, and other factors determined to be relevant by Transporter. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by the Bidder(s). For purposes of its NPV evaluation, Transporter will consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the Bidders have agreed to accept a prorated award of capacity. Irrespective of whether a bid(s) has the highest NPV of the bids received, Transporter may reject bids for service that (i) may detrimentally impact the operational integrity of Transporter's system; (ii) do not satisfy all the terms of the specified posting; or (iii) contain terms and conditions other than those set forth in Transporter's FERC Gas Tariff. For Bidders proposing a reservation rate or other form of revenue guarantee for service subject to cost-based rates, which exceeds the maximum applicable reservation rate during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed by the Bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the Bidder.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

- 5. Award of Generally Available Capacity
- 5.2 Net Present Value Standard
(continued)

As used in this Section 5.2, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed by a Bidder. For Bidders submitting bids which include options to terminate the Service Agreement early and/or to reduce the capacity held thereunder for some portion of the term including multiple periods within the term and/or to change Primary Points in a manner which would reduce the reservation charges applicable to the Service Agreement ("Revenue Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the Service Agreement if the option is or is not exercised, including any consideration that the Bidder proposes in exchange for the exercise of its Revenue Reduction Option ("Option Consideration"). Unless a shorter notice period is specified in the open season posting pursuant to Section 5.1 above, a Revenue Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any Revenue Reduction Option. Notwithstanding any Revenue Reduction Option, a maximum rate long term firm service agreement will be eligible for extension rights pursuant to Article V, Section 4 of these General Terms and Conditions if the service agreement remains a maximum rate long term firm service agreement throughout the term (or extended term) containing the Revenue Reduction Option unless the Revenue Reduction Option can be exercised during the first year of the maximum rate long term firm service agreement's term (or extended term). While Option Consideration in the form of an exit payment may be considered in the NPV calculated for the bid, it may not exceed the NPV cap set forth in this Section 5.2. Transporter shall identify any Revenue Reduction Options proposed by the Bidder in its Interactive Website notice of the Successful Bidder(s) pursuant to Section 5.4 below, and reflect such Revenue Reduction Options in the Bidder's Service Agreement.

5.3 Reservation Payments

For service that Bidder does not propose to commence within sixty (60) days after the close of the open season, Transporter, in its determination of the NPV of a bid, will consider all non-refundable reservation payments proposed to be paid by the Bidder, if awarded the capacity, related to the period prior to when the service commences, provided that the proposed reservation payment is not less than the value of two (2) months of the proposed service. In the event a Bidder does not submit a bid with a successful NPV or submits a bid that is otherwise unsatisfactory to Transporter, Bidder shall have no obligation to tender any reservation payments to Transporter. For a Bidder proposing a reservation payment with its bid, the NPV calculated for the bid may not exceed the NPV cap set forth in Section 5.2.

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5. Award of Generally Available Capacity
(continued)

5.4 Electronic Contracts

Within three (3) business days after the close of the open season, Transporter shall post a notice on its Interactive Website identifying the Successful Bidder(s), if any, along with the NPV analysis that it employed in determining the successful bid. The notice shall constitute Transporter's contractual signature signifying an acceptance of Bidder's bid and shall consummate a binding contract between the parties. Transporter shall also electronically transfer to the Successful Bidder(s) via Transporter's Interactive Website (or via another medium if the Successful Bidder(s) is not connected to Transporter's Interactive Website) the applicable Service Agreement, as set forth in Transporter's FERC Gas Tariff, with the agreed upon terms and conditions contained therein. Within fifteen (15) days after the Service Agreement is electronically transferred to the Successful Bidder(s), the Successful Bidder(s) shall execute on-line the Service Agreement. If a Successful Bidder(s) fails to execute on-line the Service Agreement, or return via e-mail an executed Service Agreement to Transporter within fifteen (15) days after such Service Agreement is electronically tendered, Transporter may in its discretion determine that such bid(s) remains binding pursuant to the electronic contract, or determine that such contract(s) has been terminated pursuant to the provisions of Section 5.5. If such contract(s) is so terminated, Transporter shall be entitled to collect and retain any Reservation Payments offered by Bidder(s) pursuant to Paragraph 5.3.

5.5 Binding Nature of Bids

All bids received during the open season remain binding on all Bidders through the end of the open season unless withdrawn by the Bidder through the same medium on which its bid was submitted; provided, however, that a Bidder may withdraw its previous bid and submit a bid with a higher NPV during the open season, but neither Bidder (nor an affiliate of Bidder) may submit a bid with a lower NPV. At the end of the open season, all bids either withdrawn by the Bidder or not accepted by Transporter as set forth in Section 5.4 above shall become null and void. If the Successful Bidder does not execute the Service Agreement pursuant to the procedures provided in Section 5.4, Transporter may, pursuant to such procedures, elect to offer the capacity to the next acceptable bidder, if any, on the basis of the next highest NPV. As provided in Section 5.4, if Transporter determines that no other bid is acceptable, or if such Replacement Bidder rejects Transporter's offer made as a result of said failure of the Successful Bidder to execute a Service Agreement, the Successful Bidder shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions proposed therein and accepted by Transporter on the basis of the electronic contract executed by Transporter on Transporter's Interactive Website. Similarly, until a written Service Agreement with a Replacement Bidder is executed, the Successful Bidder shall remain liable for the capacity pursuant to the electronic contract.

5.6 Tiebreaker

If more than one bid has the same NPV, Transporter shall determine the Successful Bidder based on the commodity rates bid by the equal bidders. In that analysis, any commodity rate bid for service subject to cost-based rates, above the applicable maximum commodity rate shall be deemed equal to the applicable maximum commodity rate. If the commodity rates are equal or are deemed equal, Transporter shall determine the Successful Bidder by the order in which the bids are received by Transporter. Bids received by e-mail will be deemed received at the time noted on Transporter's electronic mail server. In addition, if several bidders for minimum size packages of capacity have, combined, the same NPV as a singular Bidder for a larger size package, the Bidder for the larger size package will be the Successful Bidder.

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5. Award of Generally Available Capacity
(continued)

5.7 Change of Primary Points

A request for a change of primary point under Section 4.7 of Rate Schedule FT-A, Section 4.1 of Rate Schedules FT-GS or FT-G, or Section 4.6 of Rate Schedule FT-BH or Section 4.6 of Rate Schedule FT-IL shall automatically be deemed the first-in-time bid for purposes of the subsequent open season with an NPV of zero except if the applicable reservation charges for the service have changed to create a positive NPV. If more than one request for change of primary point(s) is received, the first-in-time bid shall be determined by the order in which the requests are received by Transporter. Notwithstanding this Section 5.7, an open season for a change of primary points for available capacity on Transporter's system posted as generally available shall not be required

- (i) when the change is necessitated by the proposed abandonment of facilities associated with a Shipper's primary point or points unless otherwise required by Transporter; or
- (ii) upon mutual agreement of Transporter and Shipper when the proposed change would result in an NPV of zero (collectively, "Open Season Exceptions").

Before Transporter may utilize one of the Open Season Exceptions to effectuate a change in primary point(s) for a Shipper, any other previously received expression(s) of interest in the same capacity must first be addressed in accordance with this Section 5.

5.8 Capacity Reserved for Expansion Projects

Notwithstanding any other provision of this Section 5, Transporter reserves the right, but shall not be obligated, to reserve for expansion projects capacity which is or will become available. For purposes of this Section 5.8, there are four types of capacity that Transporter may reserve subject to the conditions detailed below. The four types of capacity are:

- 1) Capacity currently posted on Transporter's Interactive Website as unsubscribed, available capacity ("Unsubscribed Capacity");
- 2) Capacity which has been posted for bidding pursuant to the provisions of Article V, Section 4 of these General Terms and Conditions and for which no acceptable bids have been received ("ROFR Capacity");
- 3) Capacity which is returned to Transporter in response to a direct solicitation from Transporter to existing capacity holders for permanent releases of capacity to serve an expansion project ("Turnback Capacity"); and
- 4) Capacity which is returned to Transporter by an existing capacity holder at the expiration of that capacity holder's contract term(s) ("Expired Contract Capacity").

(Hereinafter, any references to the term "capacity" in this Section 5.8 shall mean the four types of capacity collectively unless noted otherwise).

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- 5. Award of Generally Available Capacity
- 5.8 Capacity Reserved for Expansion Projects
(continued)

Any capacity reserved by Transporter must first be posted on its Interactive Website as reserved. The reservation posting shall include, but not be limited to, the following information: (1) a description of the expansion project for which the capacity is being reserved; (2) the quantity of capacity being reserved; (3) the location of the reserved capacity on the pipeline system, including all mainline valves and associated quantities at those valves; and (4) the estimated in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation for Turnback Capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for Turnback Capacity no later than 90 days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the reservation posting up to the in-service date of the expansion project to reflect any material changes in the scope of the expansion project. Transporter may only reserve capacity for an expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such capacity on Transporter's Interactive Website as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 5.8.

In addition to the foregoing, prior to reserving Expired Contract Capacity, Transporter must make Expired Contract Capacity generally available for bidding through an open season. The open season shall conform to the provisions of Article XXVI, Section 5 of these General Terms and Conditions. When an Expired Contract Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Expired Contract Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous Expired Contract Capacity open season, Transporter shall hold another open season for the Expired Contract Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Expired Contract Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Any capacity reserved under this Section 5.8 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term agreements, Transporter reserves the right to limit any extension rights provided in the service agreement and pursuant to Article V, Section 4 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

Reservation of capacity under this Section 5.8 shall not in any way modify or limit existing capacity holders' rights under Article V, including, but not limited to Sections 4 and 5, and Article VI, Sections 1 and 2 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

5. Award of Generally Available Capacity
(continued)

5.9 Pre-Arranged Deals

Transporter may enter into a pre-arranged service agreement for capacity that has been posted on its Interactive Website with any customer. If Transporter holds an open season, then Transporter will post the terms of the pre-arranged transaction on its Interactive Website under the conditions listed in Section 5.1. To the extent the pre-arranged transaction is posted, parties will have the opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher NPV to Transporter. Such NPV shall be determined pursuant to the criteria set forth in Section 5.2 above. For the purpose of its evaluation, Transporter may consider the aggregate of two or more bids and award the available capacity to the combination of bids that result in the highest NPV to the Transporter. If a party submits a bid with a higher NPV to Transporter for this pre-arranged capacity, the customer with the pre-arranged transaction will have a one-time right within 2 business days of notification to match the higher bid's NPV in order to obtain the capacity. If the customer with the pre-arranged transaction elects not to match a higher competing bid, the capacity will be awarded to the highest bidder whose bid, if accepted, would have a higher NPV to Transporter. If there is an open season ongoing for capacity, Transporter will not enter into a pre-arranged deal for that capacity.

5.10 Prospective Sale of Available Capacity and Minimum Terms of Any Awards

Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a later start date only within the following periods:

- (i) For service for one year or longer, the requested service must commence no later than six months from the date the request is granted;
- (ii) For service for greater than 92 days but less than one year, the requested service must commence no later than 30 days from the date the request is granted; and
- (iii) For service for 92 days or less, the request must be for service starting no later than five days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service at a constant TQ for the entire term of the service and maximum rates. If Transporter agrees to consider varying from the periods above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

GENERAL TERMS AND CONDITIONS (continued)

XXVI. REQUESTS FOR SERVICE

5. Award of Generally Available Capacity
(continued)

5.11 Interim Capacity

If Transporter agrees to a later start date for firm service pursuant to Section 5.10 and Transporter enters into a firm service agreement pursuant to this Section 5 for service one year or more in the future, then Transporter may sell the capacity for the interim period prior to the commencement date of the future service agreement ("interim capacity") without right of first refusal, subject to the following conditions:

- (a) The future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future;
- (b) The bids must have been evaluated on a net present value basis; and
- (c) The future capacity must have been awarded to the Shipper providing the highest net present value bid.

Any interim capacity as described in this Section 5.11 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the commencement date of the future service agreement. For such limited-term service agreements, Transporter reserves the right to limit any extension rights provided in the service agreement and pursuant to Article V, Section 4 commensurate with the commencement date of the future service agreement. Transporter will indicate in any open season posting of the interim capacity any limitations on extension rights that will apply to such limited-term transportation service.

6. Multiple Agency Arrangement Option

Under Rate Schedules FT-A, IT, and PAL, upon request, Transporter may provide service under one Transportation Contract for multiple Shippers ("Multiple Agency Arrangement Principals") that have designated a party to act as agent on their behalf ("Multiple Agency Arrangement Agent"). In any Multiple Agency Arrangement, in addition to all other applicable provisions of this Tariff, the following provisions shall apply:

- (a) Multiple Agency Arrangement Principals shall meet the "shipper must have title" requirement in accordance with Article XXVI, Section 2(d) of the General Terms and Conditions;
- (b) Prior to executing a Transportation Contract, Multiple Agency Arrangement Principals shall provide Transporter with written proof that the Multiple Agency Arrangement Agent is authorized to act on behalf of each Multiple Agency Arrangement Principal and that each Multiple Agency Arrangement Principal agrees to be jointly and severally liable for all of the obligations of all of the Multiple Agency Arrangement Principals and of the Multiple Agency Arrangement Agent under the Transportation Contract;
- (c) Multiple Agency Arrangement Principals shall be treated collectively as one Shipper for nomination, allocation, and billing purposes, and quantities of gas scheduled may be allocated by the Multiple Agency Arrangement Agent to more than one of the Multiple Agency Arrangement Principals; and
- (d) Multiple Agency Arrangement Agent shall not be deemed to be a Shipper under the Transportation Contract and shall not be deemed to have title to gas transported under the Transportation Contract.

GENERAL TERMS AND CONDITIONS (continued)

XXVII. DISCOUNTING POLICY

Transporter may, from time to time, selectively adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this FERC Gas Tariff. Discounting of rates shall, however, be done in the following order:

Firm Demand -----	Firm Commodity -----	Interruptible Commodity -----
Base Rate and PCB Surcharge (Pro Rata)	PS/GHG Surcharge Base Rate	PS/GHG Surcharge PCB Surcharge Base Rate

Additional detail on the attribution of discounts to the PCB surcharge is provided in Article IV, Section B, of the May 15, 1995 Stipulation and Agreement in Docket Nos. RP91-203 and RP92-132 (Phase II-PCB Issues). The ACA Surcharge and the EPCR Charge are not discountable.

A discount adjustment to recourse rates for negotiated rate agreements shall be only allowed to the extent that Transporter can meet the standards required of an affiliate discount type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.

Accordingly, Transporter shall be required to demonstrate that any such discount type adjustment does not have an adverse impact on recourse rate shippers by:

- (1) Demonstrating that, in the absence of Transporter's entering into such negotiated rate agreement, Transporter would not have been able to contract for such capacity at any higher rate(s) and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
- (2) Making another comparable showing that the negotiated rate contributes more to fixed costs recovery to the system than could have been achieved without the negotiated rate.

GENERAL TERMS AND CONDITIONS (continued)

XXVIII. PERIODIC REPORTS

The following is a list of periodic reports that Transporter must make pursuant to Commission order or to a settlement in a proceeding initiated under Parts 154 or 284 of the Commission's regulations:

1. Cash Out Report: This report reflects the net cash out activity for the prior year which, for purposes of this report, begins on the restructuring anniversary of September 1 and must be filed with the Commission at the end of each annual period. For more information, see Transporter's LMS-MA Rate Schedule.
2. OFO/Critical Notice Report: This report provides details regarding Critical Days and OFOs issued during the previous quarter and must be filed with the Commission quarterly, if a Critical Day or an OFO was issued during the previous quarter. For more information, see Article X of the General Terms and Conditions of Transporter's FERC Gas Tariff.
3. IT Report: This report provides details regarding the receipt and crediting of revenues from service under Transporter's Rate Schedules IT and IS and is provided to customers annually. For more information, see Section 6 of Transporter's IT Rate Schedule.

XXIX. GATHERING AFFILIATE ACCESS

Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliates undue preference over shippers of non-affiliated gatherers or other customers in scheduling, transportation or curtailment priority.

Transporter will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, and user or shipper relating to any service by any gathering affiliate, any services by it on behalf of any gathering affiliate, or any services in which any gathering affiliate is involved.

XXX. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE CONTRACTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules and gas service contracts. To the extent any provision of a gas service contract conflicts with any provision in the corresponding Rate Schedule, the Rate Schedule shall govern. To the extent that a provision in either a gas service contract or Rate Schedule conflicts with the General Terms and Conditions, the General Terms and Conditions shall govern.

XXXI. WAIVER OF TARIFF PROVISIONS

Transporter may waive any of its rights hereunder or any obligations of Shippers as to any specific default that has already occurred, or case-by-case in advance as to any specific, temporary operational problem, on a basis that is not unduly discriminatory. Transporter shall post a notice of any such waiver on its Interactive Website as soon as practicable under the circumstances; provided however, for any waiver granted in favor of an affiliate, unless such waiver has been approved by the Commission, the posting must be made within one business day of the act of the waiver.

GENERAL TERMS AND CONDITIONS (continued)

XXXII. PCB ADJUSTMENT

The rates and charges for the Affected Rate Schedules shall be subject to a PCB Adjustment effective July 1, 1995 as provided in this Article. This Article, which is intended to implement the provisions of the Stipulation and Agreement filed with the Commission in Tennessee Gas Pipeline Co., Docket Nos. RP91-203 and RP92-132 (Phase II- PCB Issues) on May 15, 1995, as approved by Commission orders dated November 29, 1995 and February 20, 1996 (73 FERC ¶ 61,222 (1995)), order on rehearing (74 FERC ¶ 61,174 (1996)) and the Amendment to Stipulation and Agreement filed with the Commission in the above-captioned dockets ("Amendment"), hereinafter collectively referred to as "Stipulation", shall be construed in a manner consistent with the Stipulation. In the event of a conflict between the provisions of this Article and the Stipulation, the Stipulation shall control.

1. Definitions

"Eligible Costs" are those costs as defined in the "Stipulation".

"Initial Adjustment Period" is the period commencing on July 1, 1995 and ending on June 30, 2000.

"Recoverable Eligible Costs" equal the following percentages of Transporter's Eligible Costs adjusted to 1992 dollars as described in Section 5.2:

"Extended Adjustment Period" shall mean the extension period commencing on July 1, 2000 and ending on June 30, 2022. The Extended Adjustment Period shall be extended in 24 month increments (24 Month Period) as necessary to collect additional costs to eliminate the balance in the Recoverable Cost/Revenue Account calculated in accordance with Section 5, to reflect additional Eligible Costs or to complete refunds, including the payment of Interim Refunds. The applicable sections of this Article XXXII shall remain in effect throughout the end of the Extended Adjustment Period.

Recovery (%)	Cost Block (\$)
100	0 123,000,000
70	123,000,001 - 263,000,000
0	263,000,001 - 283,000,000
50	283,000,001 - 383,000,000

2. Affected Rate Schedules and Rates

The Affected Rate Schedules are FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, FS-MA, IS-MA, T-154. The effective rates for services under the Affected Rate Schedules shall be the applicable Rates After Current Adjustment shown on the Summary of Rates and Charges in Transporter's FERC Gas Tariff, reflecting the applicable PCB Adjustment determined pursuant to this Article. The PCB Adjustment shall be a demand surcharge on Transporter's rates for services under firm Affected Rate Schedules and surcharges on Transporter's rates for service under other Affected Rate Schedules calculated in conformance with the Stipulation.

GENERAL TERMS AND CONDITIONS (continued)

XXXII. PCB ADJUSTMENT
(continued)

3. Filing and Effectiveness of PCB Adjustment

Transporter's PCB Adjustment shall become effective as of July 1, 1995 as provided in the Stipulation.

4. Revisions to PCB Adjustment

4.1 The PCB Adjustment shall remain constant during the Initial Adjustment Period and during each 24 Month Period through the Extended Adjustment Period, unless the conditions in Section 4.2 apply.

4.2 Transporter shall file to revise the PCB Adjustment 30 days prior to an effective date of July 1 in any year after 1995 if (a) Transporter's firm Billing Determinants as of that July 1 will differ from those reflected in the then effective PCB Adjustment by more than 10 percent or (b) based on the currently effective PCB Adjustment, firm Billing Determinants and balance in the Recoverable Cost/Revenue Account established pursuant to Section 5, Transporter will fully recover all Recoverable Eligible Costs within the 12-month period commencing that July 1. In the former instance (Section 4.2(a)), Transporter shall file to revise the PCB Adjustment to be effective as of the July 1 commencement date of the 12-month period to reflect the firm Billing Determinants to be effective that July 1 and an annual cost level of \$17 million in 1992 dollars adjusted in the manner described in Section 5.2 by using the last-established GNP Implicit Price Deflator. In the latter instance (Section 4.2(b)), Transporter shall file to revise the PCB Adjustment so as to minimize over-recoveries during the 12-month period. In no event shall any revised PCB Adjustment be greater than 150 percent of the PCB Adjustment in effect on July 1, 1995.

4.3 If the PCB Adjustment is revised pursuant to Section 4.2, the revised PCB Adjustment shall reflect the cost allocation and rate methodology described in the Stipulation.

5. Recoverable Cost/Revenue Account

Effective as of July 1, 1995, Transporter shall establish and maintain a Recoverable Cost/Revenue Account.

5.1(a) The initial balance in the Recoverable Cost/Revenue Account shall reflect the cumulative difference as of June 30, 1995 between (i) the monthly amounts of Recoverable Eligible Costs paid by Transporter prior to July 1, 1995 and (ii) a monthly revenue amount of \$2.989 million plus any recoveries from third parties as specified in Section 6. The cumulative difference shall reflect monthly carrying charges for each month during the period February 1992 through June 1995 based on the applicable annual interest rate and methodology specified in Section 5.1(c). All amounts shall be adjusted pursuant to Section 5.2.

5.1(b) Each month commencing July 1995, the balance in the Recoverable Cost/Revenue Account shall be (i) increased by the amount of Recoverable Eligible Costs paid by Transporter in that month, (ii) reduced by an amount equal to the amount collected by the PCB Adjustments for that month, as adjusted for discounting consistent with Sections 5.3 and 5.4, (iii) reduced by any third party recoveries for that month as specified in Section 6 and (iv) debited (in the event of a debit balance) or credited (in the event of a credit balance) with carrying charges, calculated in accordance with this Section 5.1.

GENERAL TERMS AND CONDITIONS (continued)

XXXII. PCB ADJUSTMENT

5. Recoverable Cost/Revenue Account
(continued)

- 5.1(c) All carrying charges shall be computed by using the greater of (i) an annual interest rate of 10% for the period ending on June 30, 2009 and 8% thereafter; or (ii) the then-applicable FERC-prescribed interest rate for pipeline refunds pursuant to Section 154.67(c)(2)(iii)(A), or successor provision, of the Commission's regulations. Carrying charges shall be compounded quarterly and shall reflect adjustments for tax normalization as set forth in Section 5.1(d).
- 5.1(d) The applicable annual carrying charge rate specified in Section 5.1 (c) shall be converted to a monthly carrying charge rate and such monthly rate shall be multiplied by the prior month's ending balance of the Recoverable Cost/Revenue Account adjusted for any applicable deferred income taxes. All income tax timing differences which are the result of differences between the period in which expense or revenue enters into the determination of taxable income and the period in which the expense or revenue enters into the determination of pre-tax book income shall be normalized.
- 5.2 The balances in the Recoverable Cost/Revenue Account shall be computed after first adjusting all cost amounts and revenue (including TPR pursuant to Section 6) amounts (exclusive of carrying charges) to 1992 dollars in the following manner:

$$\begin{aligned} C_{1992} &= C_i (I_{1992} / I_i), \text{ where} \\ C_{1992} &= \text{Costs adjusted to 1992 dollars} \\ C_i &= \text{Costs that occur in the year } i \\ I_{1992} &= \text{Index Value for 1992} \\ I_i &= \text{Index Value for year } i \end{aligned}$$

For purposes of the foregoing equation, the Index Value for 1992 shall equal the GNP Implicit Price Deflator for 1992. The Index value for the year i is the GNP Implicit Price Deflator for the year in which the expenditure occurs.

- 5.3 Transporter shall credit to the Recoverable Cost/Revenue Account the full amount of revenues attributable to the PCB Adjustment applicable to services where Transporter collects a non-discounted rate. Revenues collected by Transporter under a discounted firm service rate shall apply to a combination of Transporter's base tariff rate and the PCB Adjustment. For purposes of determining the amount deemed collected by the PCB Adjustment applicable to discounted firm service, the PCB Adjustment shall be treated as a pro rata portion of the base tariff rate such that the portion of the PCB Adjustment collected shall be calculated by multiplying the PCB Adjustment by the ratio of (a) the applicable base tariff rate plus the PCB Adjustment minus the discount amount to (b) the base tariff rate plus the PCB Adjustment. For purposes of these calculations, the base tariff rate shall equal Transporter's applicable, finally approved base tariff rate and the discount amount shall equal the difference between the final maximum reservation rate, or volumetric rate in the case of firm services subject to a one-part rate, (including all adjustments) and the rate collected. Prior to the time Transporter's rates become final, Transporter shall make preliminary calculations of the amount deemed collected by the PCB Adjustment applicable to discounted firm service by utilizing Transporter's filed rates for all applicable rate components. Such preliminary amounts shall be included in the Recoverable Cost/Revenue Account. After all rate components necessary to perform the calculation become final, Transporter shall adjust the amounts recorded in the Recoverable Cost/Revenue Account for the applicable period, including carrying charges, to reflect the final rates not subject to refund.

GENERAL TERMS AND CONDITIONS (continued)

XXXII. PCB ADJUSTMENT

5. Recoverable Cost/Revenue Account
(continued)

5.4 The revenues under Transporter's Rate Schedules IT and IS to be recorded in the Recoverable Cost/Revenue Account shall be computed as prescribed in Section 6 of Transporter's Rate Schedule IT so that recovery of the PCB Adjustment derived pursuant to this Article for each Dth is treated as an addition to the fixed costs allocated to interruptible services.

5.5 Not more than 60 days after this Article has been accepted by the Commission, Transporter shall submit to the Customer Liaison Group as defined in the Stipulation a report showing the balance in the Recoverable Cost/Revenue Account. A similar report shall be submitted no later than 60 days following the end of each succeeding 12-month period commencing July 1 during which the PCB Adjustment was effective.

6. Third-Party Recoveries

6.1 For purposes of this Article, Third-Party Recoveries ("TPR") shall be recoveries received by Transporter from insurance carriers and other third-parties that indemnify or otherwise compensate Transporter, in whole or in part, for the types of costs covered by the Stipulation. In the event Transporter receives recoveries from a third-party in response to a claim related to both the types of costs covered by the Stipulation and other types of costs, the full amount of such recoveries shall be deemed to be TPR for purposes of this Article.

6.2 Transporter, in accordance with Sections 5.1 and 5.2, shall reflect in the Recoverable/Cost Revenue Account 30/77 of each dollar of any TPR received by Transporter in any month until such time as the total TPR received by Transporter equal \$77 million. Transporter shall reflect in the Recoverable Cost/Revenue Account 60 percent of each dollar of TPR in excess of \$77 million received by Transporter.

7. Term

The PCB Adjustment shall be effective during the Initial Adjustment Period and the Extended Adjustment Period. Within 120 days of the end of the final 24-Month Period of the Extended Adjustment Period, Transporter shall, if necessary, refund to each shipper subject to the Stipulation an amount necessary to ensure that Transporter does not recover more than the amounts provided under the Stipulation. Refunds will be made first to shippers that continued to pay the

PCB Adjustment in effect after the Initial Adjustment Period until such shippers have recovered all amounts paid pursuant to this Article after the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper after the Initial Adjustment Period, to the total amount collected under this Article after the Initial Adjustment Period. Any additional refunds will be made to all shippers that paid the PCB Adjustment in effect during the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper during the Initial Adjustment Period, to the total amount collected under this Article during such period.

8. Interim Refunds

8.1 Notwithstanding the preceding requirements of this Article XXXII Transporter shall make Interim Refunds to shippers of \$156.6 million ("Interim Refund Amount"). The Interim Refund Amount is based on Transporter's representation of the balance in the Recoverable Cost/Revenue Account as of December 31, 2008, plus estimated carrying charges through June 30, 2009, net of \$10.0 million to be retained ("Retained Amount") to apply to the shippers' share of additional Eligible Costs.

GENERAL TERMS AND CONDITIONS (continued)

XXXII. PCB ADJUSTMENT
8. Interim Refunds
(continued)

- 8.2 The Interim Refund Amount shall be paid to shippers in quarterly installments over a three year period amortized at an annual interest rate of 8 percent. The first quarterly installment will be made on July 1, 2009, with subsequent installments paid on the first business day of each calendar quarter thereafter over a three year period ("Interim Refund Period"). The first six quarterly installments shall be fixed at \$9.60 million each, with the balance amortized in six equal quarterly installments such that the annual interest rate on the balance is maintained at 8 percent throughout the three year period, resulting in quarterly installments of \$20.06 million for each of the final six quarters.
- 8.3 The Interim Refund Amount will be allocated to shippers pro rata based on surcharge collections during the PCB Adjustment Period consistent with Section 7 above and as detailed on Exhibit B to the Amendment. Transporter shall remit the Interim Refund Amount via wire transfer in the amounts and to the individual shippers specified on Exhibit B to the Amendment unless otherwise mutually agreed. In the event a shipper has not provided wire transfer information to Transporter, Transporter shall issue shipper's refund at its last known mailing address.
- 8.4 Both the Interim Refund Amount and the remaining balance of the Recoverable Cost/Revenue Account shall be accounted for through the Recoverable Cost/Revenue Account. At any time and from time to time during the term of the Stipulation, Transporter may, without penalty, refund all or any portion of the Interim Refund Amount and/or the Recoverable Cost/Revenue Account to all shippers subject to the Stipulation, and Transporter shall be entitled to re-determine the Interim Refund Amount consistent with Section 8.2.
- 8.5 Transporter shall be entitled to make Interim Refunds earlier than otherwise required to all shippers whose allocated share of the Interim Refund Amount as specified on Exhibit B to the Amendment does not exceed \$10,000. The early distribution of such Interim Refunds shall have no impact on the allocation to other shippers of the remaining Interim Refund Amount or their respective shares of any Additional Eligible Costs as defined in Section 8.6 below.
- 8.6 If at any time during the Interim Refund Period Transporter incurs or is required to recognize in its financial statements, in accordance with Generally Accepted Accounting Principles, Eligible Costs and the customers' share of the Eligible Costs will exceed the Retained Amount of the Recoverable Cost/Revenue Account ("Additional Eligible Costs"), such additional customers' share of Eligible Costs shall first be netted against any remaining Interim Refund Amount balance in equal amounts over the remaining quarterly installments on a pro rata basis to the individual shippers specified on Exhibit B to the Amendment; provided, however, that such amounts withheld from the Interim Refund Amount shall reflect only the share of Additional Eligible Costs properly allocable to shippers still receiving quarterly installments from the Interim Refund Amount. In no event shall the Interim Refund Amount be reduced hereunder to reflect any share of Additional Eligible Costs as a result of the early distribution of Interim Refunds pursuant to the above Section 8.5. Should the remaining balance of the Interim Refund Amount be insufficient to fully offset the Additional Eligible Costs, Transporter shall reinstate the PCB adjustment in a manner consistent with Section 4 above as necessary to provide for recovery of the Additional Eligible Costs.

9. Disputes

All disputes arising under this Article shall be resolved in accordance with the procedures set forth in Article VIII of the Stipulation.

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Compliance with 18 CFR, Section 284.12

1. Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, which are required by the Commission in 18 CFR Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.
2. Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, that are protected by NAESB's copyright. With respect to each reproduced standard (including any minor corrections), Transporter incorporates the following: Copyright © 2017 North American Energy Standards Board, Inc. All rights reserved.

3. NAESB WGQ Standards Incorporated by Reference

Additional Standards:

General:

Definitions:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16

Creditworthiness:

Standards:

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:
0.4.2, 0.4.3

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
(continued)

3. NAESB WGQ Standards Incorporated by Reference
(continued)

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Data Sets:
0.4.4

Storage Information:

Data Sets:
0.4.1

Nomination Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18,
1.2.19

Standards:
1.3.3, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.15, 1.3.16, 1.3.20, 1.3.21, 1.3.22, 1.3.24, 1.3.25, 1.3.26,
1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39,
1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58,
1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75,
1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.23, 2.3.27, 2.3.29, 2.3.30,
2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51,
2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64,
2.3.65, 2.3.66

Data Sets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards

Definitions:

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.21,
3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:
3.4.1, 3.4.2, 3.4.3, 3.4.4

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
(continued)

3. NAESB WGQ Standards Incorporated by Reference
(continued)

Quadrant Electronic Delivery Mechanism (EDM) Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106

Capacity Release Standards:

Definitions:

5.2.1, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.10, 5.3.11, 5.3.12, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
 (continued)

4. Standards Not Incorporated by Reference and their location in the Tariff

Line No.	NAESB Standards V 3.0 Category and Standard Number	Narrative Name	Record Contents Sheet Designation	Tariff Record Title	Version
1	Additional Standards Creditworthiness /Standards				
2	0.3.17	Fourth Revised Sheet No. 335	335 Article VI, 1.7(a)	Capacity Release	4.0.0
3	0.3.17	Fifth Revised Sheet No. 350	350 Article VI, 2.7(a)	Capacity Release	5.0.0
4	0.3.3	Third Revised Sheet No. 379	379 Article XXVI, 4.12(a)	Requests for Service Credit Evaluation	3.0.0
5	0.3.4	Third Revised Sheet No. 379	379 Article XXVI, 4.12(b)	Requests for Service Credit Evaluation	3.0.0
6	0.3.5	Third Revised Sheet No. 379	379 Article XXVI, 4.12(c)	Requests for Service Credit Evaluation	3.0.0
7	0.3.6	Third Revised Sheet No. 379	379 Article XXVI, 4.12(d)	Requests for Service Credit Evaluation	3.0.0
8	0.3.7	Third Revised Sheet No. 379	379 Article XXVI, 4.12(e)	Requests for Service Credit Evaluation	3.0.0
9	0.3.8	Seventh Revised Sheet No. 380	380 Article XXVI, 4.12(f)	Service Requests Credit Evaluation Award Available Capacity	7.0.0
10	0.3.9	Seventh Revised Sheet No. 380	380 Article XXVI, 4.12(g)	Service Requests Credit Evaluation Award Available Capacity	7.0.0
11	0.3.10	Seventh Revised Sheet No. 380	380 Article XXVI, 4.12(h)	Service Requests Credit Evaluation Award Available Capacity	7.0.0
12	Nominations /Definitions				
13	1.2.3	Seventh Revised Sheet No. 300	300 Article I, 33.	Definition of Terms	7.0.0
14	1.2.4	Sixth Revised Sheet No. 312	312 Article IV, 2(d)	Scheduling of Receipts and Deliveries	6.0.0
15	1.2.6	Fourth Revised Sheet No. 355	355 Article X, 2	Payments Possession Pressure OFO Alerts HDP Limitation	4.0.0
16	Nominations /Standards				
17	1.3.1	Fourth Revised Sheet No. 296	296 Article I, 3.	Definition of Terms	4.0.0
18	1.3.2 (i-ii)	Sixth Revised Sheet No. 312	312 Article IV, 2(d) (i-ii)	Scheduling of Receipts and Deliveries	6.0.0
19	1.3.2 (iii-vi)	Seventh Revised Sheet No. 313	313 Article IV, 2(d) (iii-vi)	Scheduling of Receipts and Deliveries	7.0.0
20	1.3.4	Sixth Revised Sheet No. 314	314 Article IV, 2(e)	Scheduling of Receipts and Deliveries	6.0.0
21	1.3.5	Sixth Revised Sheet No. 312	312 Article IV, 2(c)	Scheduling of Receipts and Deliveries	6.0.0
22	1.3.6	Fourth Revised Sheet No. 315	315 Article IV, 2(i)	Scheduling of Receipts and Deliveries	4.0.0

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
 (continued)

4. Standards Not Incorporated by Reference and their location in the Tariff
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Line No.	NAESB Standards V 3.0 Category and Standard Number	Narrative Name	Record Contents Sheet Designation	Tariff Record Title	Version
23	1.3.13	Sixth Revised Sheet No. 314	314 Article IV 2 (h)	Scheduling of Receipts and Deliveries	6.0.0
24	1.3.14	Fourth Revised Sheet No. 296	296 Article I, 9.	Definition of Terms	4.0.0
25	1.3.17	Fourth Revised Sheet No. 319	319 Article IV, 7.1	Scheduling of Receipts and Deliveries	4.0.0
26	1.3.18	Seventh Revised Sheet No. 300	300 Article I, 33.	Definition of Terms	7.0.0
27	1.3.19	Sixth Revised Sheet No. 80	80 Rate Schedule FT-A, Section 5.4	Rate Schedule FT-A	6.0.0
28	1.3.19	Fourth Revised Sheet No. 85	85 Rate Schedule FT-BH, Section 5.4	Rate Schedule FT-BH	4.0.0
29	1.3.19	Sixth Revised Sheet No. 89	89 Rate Schedule FT-G, Section 5.4	Rate Schedule FT-G	6.0.0
30	1.3.19	Fourth Revised Sheet No. 93	93 Rate Schedule FT-GS, Section 5.4	Rate Schedule FT-GS	4.0.0
31	1.3.19	Sixth Revised Sheet No. 97	97 Rate Schedule FT-IL, Section 5.4	Rate Schedule FT-IL	6.0.0
32	1.3.19	Eighth Revised Sheet No. 215	215 Rate Schedule FS, Section 7.1	Rate Schedule FS	8.0.0
33	1.3.19	Original Sheet No. 226	226 Rate Schedule FS-F, Section 3.3	Rate Schedule FS-F	0.0.0
34	1.3.23	Ninth Revised Sheet No. 316	316 Article IV, 3	Scheduling of Receipts and Deliveries	9.0.0
35	Flowing Gas Standards				
36	2.3.2	Sixth Revised Sheet No. 310	310 Article IV, 1 (b)	Scheduling of Receipts and Deliveries	6.0.0
37	2.3.3	Sixth Revised Sheet No. 310	310 Article IV, 1 (a)	Scheduling of Receipts and Deliveries	6.0.0
38	2.3.4	Sixth Revised Sheet No. 310	310 Article IV, 1 (a)	Scheduling of Receipts and Deliveries	6.0.0
39	2.3.5	Sixth Revised Sheet No. 310	310 Article IV, 1 (a)	Scheduling of Receipts and Deliveries	6.0.0
40	2.3.6	Sixth Revised Sheet No. 310	310 Article IV, 1 (b)(2)(a)	Scheduling of Receipts and Deliveries	6.0.0
41	2.3.7	Third Revised Sheet No. 307	307 Article III, 1 (d)	Quality Measurement and Measuring Equipment	3.0.0
42	2.3.11	Fourth Revised Sheet No. 309	309 Article III, 9.	Measurement and Measuring Equipment	4.0.0
43	2.3.14	Fourth Revised Sheet No. 309	309 Article III, 9.	Measurement and Measuring Equipment	4.0.0

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
 (continued)

4. Standards Not Incorporated by Reference and their location in the Tariff
 (continued)

Line No.	NAESB Standards V 3.0 Category and Standard Number	Narrative Name	Record Contents Sheet Designation	Tariff Record Title	Version
43	2.3.16	Sixth Revised Sheet No. 310	310 Article IV, 1(a)	Scheduling of Receipts and Deliveries	6.0.0
44	2.3.17	Sixth Revised Sheet No. 310	310 Article IV, 1(a)	Scheduling of Receipts and Deliveries	6.0.0
45	2.3.18	Sixth Revised Sheet No. 310	310 Article IV, 1(a)	Scheduling of Receipts and Deliveries	6.0.0
46	2.3.19	Sixth Revised Sheet No. 310	310 Article IV, 1(a)	Scheduling of Receipts and Deliveries	6.0.0
47	2.3.22	Sixth Revised Sheet No. 310	310 Article IV, 1(b)	Scheduling of Receipts and Deliveries	6.0.0
48	2.3.25	Sixth Revised Sheet No. 310	310 Article IV, 1(b)2(a)(b)	Scheduling of Receipts and Deliveries	6.0.0
49	2.3.26	Sixth Revised Sheet No. 311	311 Article IV, 1(b)(2)(f)	Scheduling of Receipts and Deliveries	6.0.0
50	2.3.26	Ninth Revised Sheet No. 316	316 Article IV, 2(m)	Scheduling of Receipts and Deliveries	9.0.0
51	2.3.28	Fourth Revised Sheet No. 354	354 Article, VII 1	Invoicing Payments	4.0.0
52	Invoicing / Definitions				
53	3.2.1	Seventh Revised Sheet No. 300	300 Article I, 31.	Definition of Terms	7.0.0
54	Invoicing / Standards				
55	3.3.14	Fourth Revised Sheet No. 354	354 Article VII, 1	Invoicing Payments	4.0.0
56	3.3.15	Fourth Revised Sheet No. 355	355 Article VIII, 3	Payments Possession Pressure OFO Alerts HDP Limitation	4.0.0
57	3.3.18	Fourth Revised Sheet No. 354	354 Article VIII, 1	Invoicing Payments	4.0.0
58	3.3.19	Fourth Revised Sheet No. 354	354 Article VIII, 2	Invoicing Payments	4.0.0
59	Capacity Release / Definitions				
60	5.2.2	Sixth Revised Sheet No. 356	356 Article X, 2.3	Pressure Gas Delivery OFO	6.0.0
61	Capacity Release / Standards				
62	5.3.1	Fifth Revised Sheet No. 336	336 Article VI, 1.7(c)	Capacity Release	5.0.0
63	5.3.1	Fifth Revised Sheet No. 350	350 Article VI, 2.7(c)	Capacity Release	5.0.0
64	5.3.2	Fourth Revised Sheet No. 335	335 Article VI, 1.7(b)	Capacity Release	4.0.0
65	5.3.2	Fifth Revised Sheet No. 336	336 Article VI, 1.7(b)	Capacity Release	5.0.0
66	5.3.3	Third Revised Sheet No. 332	332 Article VI, 1.6(a)	Capacity Release	3.0.0
67	5.3.3	Sixth Revised Sheet No. 348	348 Article VI, 2.6(a)	Capacity Release	6.0.0
68	5.3.4	Third Revised Sheet No. 332	332 Article VI 1.6(a)	Capacity Release	3.0.0
69	5.3.4	Sixth Revised Sheet No. 348	348 Article VI 2.6(a)	Capacity Release	6.0.0
70	5.3.5	Third Revised Sheet No. 327	327 Article VI, 1.1(i)	Capacity Release	3.0.0
71	5.3.7	Fifth Revised Sheet No. 337	337 Article VI, 1.11(g)	Capacity Release	5.0.0
72	5.3.7	Fourth Revised Sheet No. 351	351 Article VI, 2.11(d)	Capacity Release	4.0.0

GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
 (continued)

4. Standards Not Incorporated by Reference and their location in the Tariff
 (continued)

Line No.	NAESB Standards V 3.0 Category and Standard Number	Narrative Name	Record Contents Sheet Designation	Tariff Record Title	Version
73	5.3.8	Third Revised Sheet No. 327	327 Article VI, 1.1(f)	Capacity Release	3.0.0
74	5.3.8	Third Revised Sheet No. 344	344 Article VI, 2.1(g)	Capacity Release	3.0.0
75	5.3.9	Fifth Revised Sheet No. 334	334 Article VI 1.6(i)	Capacity Release	5.0.0
76	5.3.9	Fifth Revised Sheet No. 349	349 Article VI 2.6(i)	Capacity Release	5.0.0
77	5.3.13	Fourth Revised Sheet No. 331	331 Article VI, 1.5(d)	Capacity Release	4.0.0
78	5.3.13	Sixth Revised Sheet No. 348	348 Article VI, 2.5(d)	Capacity Release	6.0.0
79	5.3.14	Fifth Revised Sheet No. 330	330 Article VI, 1.4(b)	Capacity Release	5.0.0
80	5.3.14	Sixth Revised Sheet No. 346	346 Article VI, 2.4(b)	Capacity Release	6.0.0
81	5.3.15	Fourth Revised Sheet No. 331	331 Article VI, 1.5(d)	Capacity Release	4.0.0
82	5.3.15	Sixth Revised Sheet No. 348	348 Article VI, 2.5(d)	Capacity Release	6.0.0
83	5.3.16	Fifth Revised Sheet No. 330	330 Article VI, 1.4(b)	Capacity Release	5.0.0
84	5.3.16	Sixth Revised Sheet No. 346	346 Article VI, 2.4(b)	Capacity Release	6.0.0
85	5.3.18	Fourth Revised Sheet No. 372	372 Article XXV, 2.	Information and Communications Regarding Services	4.0.0
86	5.3.19	Fifth Revised Sheet No. 337	337 Article VI, 1.11(f)	Capacity Release	5.0.0
87	5.3.19	Fourth Revised Sheet No. 353	353 Article VI, 2.11(g)	Capacity Release	4.0.0
88	5.3.24	Fifth Revised Sheet No. 330	330 Article VI, 1.4(a)	Capacity Release	5.0.0
89	5.3.24	Sixth Revised Sheet No. 346	346 Article VI, 2.4(a)	Capacity Release	6.0.0
90	5.3.24	Fourth Revised Sheet No. 331	331 Article VI, 1.5(c)	Capacity Release	4.0.0
91	5.3.24	Second Revised Sheet No. 347	347 Article VI, 2.5(c)	Capacity Release	2.0.0
92	5.3.34	Sixth Revised Sheet No. 356	356 Article X, 2.3	Pressure Gas Delivery OFO	6.0.0
93	5.3.44	Fourth Revised Sheet No. 338	338 Article VI, 1.11(g)	Capacity Release	4.0.0
94	5.3.44	Fifth Revised Sheet No. 339	339 Article VI, 1.11(g)	Capacity Release	5.0.0
95	5.3.44	Fourth Revised Sheet No. 351	351 Article VI, 2.11(d)	Capacity Release	4.0.0
96	5.3.44	Fifth Revised Sheet No. 352	352 Article VI, 2.11(d)	Capacity Release	5.0.0
97	5.3.45	Fifth Revised Sheet No. 339	339 Article VI, 1.11(g)	Capacity Release	5.0.0
98	5.3.45	Fifth Revised Sheet No. 352	352 Article VI, 2.11(d)	Capacity Release	5.0.0
99	5.3.55	Fifth Revised Sheet No. 337	337 Article VI, 1.11(g)	Capacity Release	5.0.0

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GENERAL TERMS AND CONDITIONS (continued)

XXXIII. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS
 (continued)

5. FERC Authorization for Initial and Confirmation of Extension of Time

	Tennessee Gas Pipeline	FERC Authorization for Continuation of Extension of Time of Certain EDM/EDI NAESB Standards	
Line No.	NAESB Standard V 3.0	Initial Extension of Time	Most Recently Approved Continuation of Extension of Time
	Additional Standards Storage Information Data Dictionary		
1			
2	0.4.1	RP09-737-000, July 7, 2009 (unpublished letter order)	154 FERC ¶ 61,250
	Flowing Gas/ Data Dictionaries		
3			
4	2.4.1	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
5	2.4.2	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
6	2.4.4	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
7	2.4.7	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
8	2.4.8	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
9	2.4.9	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
10	2.4.10	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
11	2.4.11	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
12	2.4.18	RP09-737-000, July 7, 2009 (unpublished letter order)	154 FERC ¶ 61,250
	Invoicing/ Data Dictionaries		
13			
14	3.4.1	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
15	3.4.2	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
16	3.4.3	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
17	3.4.4	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250
	Capacity Release/ Data Dictionaries		
18			
19	5.4.17	100 FERC ¶61,340 (September 25, 2002)	154 FERC ¶ 61,250

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS

1. Piedmont Natural Gas Company, Inc., Amendment Letter Agreement dated August 12, 1998 to Gas Transportation Agreement dated September 1, 1993, and Gas Storage Contracts dated September 1, 1993 and May 1, 1994 - SP237 (FT-A), SP2400 (FS), and SP6815 (FS).
2. Granite Ridge Energy, LLC (formerly AES Londonderry L.L.C.), FT-A Gas Transportation Agreement dated February 6, 2001 and Agency Authorization Agreement dated February 6, 2001 - SP37895.
3. Mex Gas Supply, S.L., FT-A Gas Transportation Agreement dated February 19, 2003 - SP44035.
4. Wyeth Pharmaceuticals Inc., acting through the Wyeth BioPharma business unit of its Wyeth Research Division, FT-IL Gas Transportation Agreement dated March 2, 2005 - SP48445.
5. Boston Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64023.
6. Boston Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64024.
7. The Berkshire Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64029.
8. The Berkshire Gas Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64030.
9. Connecticut Natural Gas Corporation, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64027.
10. Connecticut Natural Gas Corporation, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64028.
11. The Narragansett Electric Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64025.
12. The Narragansett Electric Company, FT-A Gas Transportation Agreement dated April 1, 2007 - SP64026.

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

13. EnergyNorth Natural Gas, Inc. d/b/a National Grid NH, FT-A Gas Transportation Agreement dated April 27, 2009 – SP72694.
14. EQT Energy LLC, FT-A Gas Transportation Agreement dated May 19, 2010 – SP77253.
15. Cabot Oil & Gas Corp., FT-A Gas Transportation Agreement dated November 1, 2012 – NSD Project - SP 96245.
16. Mitsui & Co. Energy Marketing and Services (USA), FT-A Transportation Agreement dated November 1, 2012 – NSD Project - SP 97127.
17. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated November 1, 2012 – NSD Project - SP97126.
18. Bay State Gas Company, FT-A Gas Transportation Agreement dated November 1, 2012 – Northampton Expansion Project - SP98775.
19. The Berkshire Gas Company, FT-A Gas Transportation Agreement dated November 1, 2012 – Northampton Expansion Project - SP98774.
20. Chesapeake Energy Marketing, L.L.C., FT-A Gas Transportation Agreement dated August 15, 2012 – Northeast Upgrade Project - SP101781.
21. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement dated August 30, 2012 – Northeast Upgrade Project - SP101733.
22. Southwestern Energy Services Company, FT-A Gas Transportation Agreement dated October 31, 2012 – MPP Project - SP103269.

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

23. Chesapeake Energy Marketing, L.L.C., FT-A Amended and Restated Gas Transportation Agreement dated April 22, 2013– MPP Project SP103034.
24. Total Gas & Power North America, Inc., FT-A Gas Transportation Agreement dated April 22, 2013 – MPP Project SP106376.
25. Cabot Oil and Gas Corporation, FT-A Gas Transportation Agreement dated November 1, 2013 – SP93924.
26. Southwestern Energy Services Company, FT-A Gas Transportation Agreement Dated November 1, 2013 – SP92985.
27. UGI Penn Natural Gas, Inc. FT-A Gas Transportation Agreement Dated February 24, 2014 - SP301692.
28. South Jersey Resources Group, LLC, FT-A Gas Transportation Agreement Dated October 23, 2013 – SP100754.
29. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement Dated October 15, 2013 – SP100755.
30. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315568.
31. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315567.
32. Antero Resources Corporation, FT-A Gas Transportation Agreement dated July 8, 2014 – Broad Run Flexibility Project. Amendment to Gas Transportation Agreement dated September 21, 2015 - SP315616.
33. Mex Gas Supply, S.L., FTA-A Gas Transportation Agreement dated January 1, 2015 – SP301591
34. Exelon Generation Company LLC, FT-A Gas Transportation Agreement dated September 18, 2015 – SP324055.
35. Mex Gas Supply, S.L. FT-A Gas Transportation Agreement dated September 4, 2014 SP321801.
36. Cameron LNG L.L.C. – FT-A Gas Transportation Agreement dated October 16, 2014 SP307320.
37. Statoil Natural Gas LLC FT-A Gas Transportation Agreement dated September 28, 2016 Susquehanna West Project SP322938.
38. Cabot Oil & Gas Corp, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337059.
39. South Jersey Gas Co, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337061.
40. South Jersey Resources Group LLC, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337060.

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
42. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
43. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
44. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297
45. Lackawanna Energy Center, L.L.C., FT-A Gas Transportation Agreement dated November 30, 2016 – Triad Expansion Project SP338040
46. GDF Suez Mexico Comercializadora, S. de R.L. de C.V., FT-A Gas Transportation Agreement dated June 20, 2018, SP334279
47. MC Global Gas Corporation, FT-A Gas Transportation Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326294
48. Antero Resources Corporation, FT-A Gas Transportation Agreement dated February 24, 2016 – Broad Run Expansion Project SP315617
49. Bay State Gas Company d/b/a Columbia Gas of Massachusetts, FT-A Gas Transportation Agreement dated August 28, 2018 SP330904
50. Corpus Christi Liquefaction, LLC, FT-A Gas Transportation Agreement dated October 30, 2018 - Lone Star Project SP309057

GENERAL TERMS AND CONDITIONS (continued)

XXXV. PENALTY CREDITING

On an annual basis, for the twelve month period ending following the date of implementation of this section pursuant to Order No. 637, and each year thereafter, ("Crediting Period"), Transporter shall determine the total amount of penalty charges invoiced and collected during the Crediting Period under the following provisions of this Tariff:

- (i) Sections 6.4 and 11 of Rate Schedule IS;
- (ii) Sections 3.4(b), 3.4(c), 7.2 and 11 of Rate Schedule FS;
- (iii) Section 7 of Rate Schedule PAL; and
- (iv) Article X Sections 2, 3, 4 and 5 of the General Terms and Conditions.

From the total amount of penalty charges collected, all amounts related to revenues or costs incurred by Transporter as a result of having to purchase, confiscate or sell gas, as well as the portion of the charges collected based on the spot price for gas, related to the penalties referenced in this Article XXXV, shall be credited to the cashout mechanism as revenue or costs pursuant to Section 7(g)(i) of Rate Schedule LMS-MA. For purposes of determining costs, in addition to any other costs, all amounts collected based on the spot price for gas shall be considered reimbursement for costs. The remaining amount of penalty charges collected shall be credited to all eligible parties. For purposes of this Article XXXV, eligible party shall be defined as any balancing party under Rate Schedules LMS-MA, LMS-PA, or SA or to the extent not governed by a balancing agreement, a shipper who received service under Rate Schedules FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, FS, and PTR during the Crediting Period. Transporter shall credit to all such eligible parties in total an amount equal to the penalty revenues, net of costs, collected during the Crediting Period plus accrued interest. Transporter shall credit the eligible party's invoice within 60 days following the end of the Crediting Period with its allocated share of the penalty credit pro rata based on a percentage of the party's scheduled volumes to total scheduled volumes during the Crediting Period, except that for supply aggregation agreements, only the scheduled volumes at physical points at which the supply aggregation agreement is performing the balancing function shall be included. A single annual allocation percentage will be derived for each eligible party for the Crediting Period. In determining such annual allocation percentage, the scheduled volumes of parties who were assessed a penalty charge under the tariff provisions identified in this Article XXXV during a particular month will be excluded from the total volumes for that month; provided that where a Replacement Shipper is assessed a penalty under a release contract, the Releasing Shipper will not be disqualified from receiving its allocated share of the penalty credit based on the Replacement Shipper being assessed a penalty. To the extent an eligible party has terminated service during the Crediting Period and Transporter is no longer rendering invoices to such party at the time of the penalty credit, Transporter shall make a cash disbursement to such party in lieu of an invoice credit.

XXXVI CROSS REFERENCE FOR TARIFF PERMITTED PROVISION IN SERVICE AGREEMENTS
 See actual tariff sheet reference for entire provision

Tariff Sheet No.	Rate Schedule General Terms and Conditions	Provision
		Delivery Point Capacity and Pressures
78	Rate Schedule FT-A	4.6 Grandfathered Delivery Point Capacity: A Shipper which was receiving firm sales or transportation service on the day prior to the effective date of Fifth Revised Vol. No. 1 of this tariff may transfer to a new agreement the delivery point capacity and delivery point pressures stated in its former firm sales or transportation service agreement; . . .
		Minimum Pressure
355	General Terms and Conditions Article X	1. Pressure of Deliveries: With respect to all deliveries by Transporter, Transporter shall make deliveries at Shipper's designated delivery points as nearly as practicable at Transporter's line pressure; provided that the minimum pressure shall be as stated in Shipper's Transportation Service agreement and shall not be less than 100 pounds per square inch gauge.
		Contractual ROFR
322	General Terms and Conditions Article V	4.1 . . . Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right-of-first refusal does not apply to negotiated rate arrangements, to firm service agreements at less than the applicable maximum rate, to firm service agreements with a term of less than one year or to a geographic portion of the transportation service.
		Limited-Term Firm Service Agreement
324	General Terms and Conditions Article V	4.2 (e) Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVI, Section 5.8 of these General Terms and Conditions, or a Shipper who has entered into a limited-term firm service agreement(s) pursuant to Article XXVI, Section 5.11 of these General Terms and Conditions, or a Shipper who has entered into a long term firm service agreement utilizing capacity obtained pursuant to Article XXI of these General Terms and Conditions, may not elect to extend such agreement pursuant to the provisions of this Article V, Section 4 beyond the in-service date of the expansion project(s) pursuant to Article XXVI, Section 5.8, or beyond the commencement date of the future service agreement pursuant to Article XXVI, Section 5.11, or beyond the term of the off-system capacity contracted for pursuant to Article XXI, as applicable.
385	Article XXVI, Section 5.8 Capacity Reserved for Expansion Projects	
387	Article XXVI Section 5.11 Interim Capacity	
369	Article XXI Off-System Capacity	
		Contract Extensions Agreement
324	General Terms and Conditions Article V	4.3 Prior to the expiration of the term of an Agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under a restructured Agreement(s). Such restructured agreement(s) shall be negotiated on a case-by case basis in a not unduly discriminatory manner. If an Agreement has a regulatory right-of-first refusal, the agreement to extend must be reached prior to Transporter's posting the capacity for bidding . . .

XXXVI. Cross Reference For Tariff Permitted Provision in Service Agreements
 See actual tariff sheet reference for entire provision
 (continued)

		Extensions Under Restructuring Cost Settlement
325	General Terms and Conditions Article V	5. Extensions Pursuant to Restructuring Cost Settlement Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement(s), the following procedure shall govern the extension of long term service agreements . . . listed in Appendix F of the Restructuring Cost Settlement ("Appendix F"): . . .
		Minimum Volumetric Commitment
327	General Terms and Conditions Article VI	1.1(i) . . . If Releasing Shipper desires to establish a minimum rate for acceptable bids, then Releasing Shipper shall either include such minimum rate in its Release Request or include in its Release Request a statement that the minimum rate has been provided to Transporter.
		Multiple Agency Arrangement Option
387	General Terms and Conditions Article 26, Section 6.	Under Rate Schedules FT-A, IT, and PAL, upon request, Transporter may provide service under one transportation contract for Multiple Agency Arrangement Principals that have designated a Multiple Agency Arrangement Agent to act as agent on their behalf if specified conditions have been met.

GENERAL TERMS AND CONDITIONS (continued)

XXXVII. FUEL ADJUSTMENT MECHANISM

1. General

This Article sets forth the procedures Transporter shall use to adjust its fuel recovery mechanism. Such mechanism shall consist of two components, the fuel and loss retention percentages (F&LR) and the electric power costs rates (EPCR). The F&LR shall be denominated in percentages and the EPCR shall be denominated in dollars per Dth. The F&LR and EPCR will be applicable to all of Transporter's firm and interruptible transportation and storage services under Rate Schedules set forth in Volume No. 1 of Transporter's FERC Gas Tariff. The F&LR and EPCR shall be deemed applicable fuel in Transporter's negotiated and discounted rate agreements.

2. Definitions

"Base Period" shall mean the period of twelve months ending 3 months prior to the effective date of a change in F&LR and/or EPCR filed pursuant to this Article XXXVII.

"Fuel and Losses" shall mean (a) fuel used in Transporter's operations ("Fuel"), including without limitation fuel used at compressor stations and for other utility purposes and fuel provided to third parties pursuant to transportation and/or storage agreements entered into by Transporter, and (b) lost and unaccounted for gas ("Losses"); provided however, Fuel shall not include costs, including shrinkage, associated with the processing or sale of liquids.

"Electric Power Costs" or "EPC" shall mean the costs incurred by Transporter for electric power, which are recorded in FERC Accounts 819 and 855 and incurred for the operation of Transporter's compressor stations with electric motor prime movers and electric power cost surcharges paid to third parties pursuant to transportation and/or storage agreements entered into by Transporter.

"Estimated Volumes" shall mean (a) with respect to transportation services, the actual billable transportation volumes in the Base Period for services to which Transporter charges F&LR and EPCR, adjusted if necessary, for known and measurable changes for the 12 month period commencing on the effective date of the filing and (b) with respect to storage services, the actual billable injection volumes in the Base Period for services to which Transporter charges F&LR and EPCR, adjusted if necessary, for known and measurable changes for the 12 month period commencing on the effective date of the filing.

"Meter Bounces" shall mean for purposes of Section 5.3 of this Article XXXVII, situations where a single Shipper or multiple Shippers in coordination, simultaneously nominate gas to and from the Dracut, Massachusetts receipt point, without affecting the amount of physical flow into Transporter's system.

3. Filing and Effectiveness of F&LR and EPCR

Transporter shall file annually to revise its F&LR and EPCR at least 30 days prior to the effective date of the proposed change in Transporter's F&LR and EPCR. Such filings shall be filed by Transporter to become effective on April 1 of each year; provided however, Transporter shall have the right to file an out-of-cycle F&LR adjustment as described in Section 6 below. Notwithstanding the above, the initial filing to implement Transporter's F&LR and EPCR pursuant to this Article XXXVII, shall become effective on June 1, 2011.

4. Transporter shall maintain separate deferral accounts for Fuel and Losses and for Electric Power Costs as described below.

GENERAL TERMS AND CONDITIONS (continued)

XXXVII. FUEL ADJUSTMENT MECHANISM (continued)

5. Determination of the F&LR Component of the Fuel Adjustment Mechanism

Transporter shall determine the F&LR for each period as follows:

- 5.1 The Fuel and Losses quantities for the Base Period shall be summed with the balance as of the end of the Base Period in the applicable Deferred F&LR subaccount(s) as determined in accordance with Section 6, below. For Fuel quantities related to transportation services (other than those Fuel quantities described below), such quantities shall be allocated to the various zones based on the ratio of Dth-miles in such zone to the total Dth-miles for all zones. For Losses quantities related to transportation services and Fuel quantities related to transportation services for (a) fuel provided by Transporter to third parties for transportation services and (b) storage Fuel allocated to transportation services, such quantities shall be allocated to the various zones based on the ratio of Dth in such zone to the total Dth for all zones. The miles of haul used to allocate the Fuel quantities to each zone shall be the same miles used by Transporter to derive the mileage component of its base rates in its last general Section 4 rate proceeding.
- 5.2 The quantities determined pursuant to Section 5.1 above shall be divided by the sum of (a) the quantities determined pursuant to Section 5.1 above and (b) the Estimated Volumes. This computation shall be performed both for the Fuel and the Losses component of the F&LR. For transportation services, the above computation shall also be performed for each applicable zone to zone combination.
- 5.3 The applicable F&LR Component of the Fuel Adjustment Mechanism for transportation and storage services are shown in the Summary of Rates and Charges on Sheet No. 32 of Transporter's effective FERC Gas Tariff. The applicable F&LR for (i) service rendered entirely by displacement or for (ii) physical volumes of gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point (excluding Meter Bounces), will be the Losses component of the F&LR as set forth on Sheet No. 32. Transporter shall post on its Interactive Website all applicable receipt and delivery zone combinations where service can be rendered entirely by displacement or in a posted no-Fuel segment. Such postings will be updated by Transporter to reflect changes in those receipt and delivery segment combinations for application in the following month.

6. Deferred F&LR Account(s)

- 6.1 Transporter shall maintain a Deferred F&LR Account with appropriate subaccounts for transportation and storage services to separately track over or under collections of Fuel and Losses related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collection of Fuel and Losses.
- 6.2 Transporter shall determine each month the difference between (a) actual Fuel quantities and the actual Fuel component of the F&LR recovery and (b) actual Losses and the actual Losses component of the F&LR.
- 6.3 The applicable subaccounts shall be increased or decreased by the difference computed pursuant to Section 5.2 above.
- 6.4 Transporter shall include the Deferred F&LR Account balance as of the end of the Base Period in the determination of the F&LR as set forth in Section 5.1 above.
- 6.5 To the extent the Deferred F&LR Account balance exceeds two (2) Bcf, positive or negative, Transporter shall have the right to file an out-of-cycle F&LR adjustment utilizing the same methodology contained herein to be effective on not less than 30 days notice.

GENERAL TERMS AND CONDITIONS (continued)

XXXVII. FUEL ADJUSTMENT MECHANISM (continued)

7. Determination of the EPCR Component of the Fuel Adjustment Mechanism

Transporter shall determine the EPCR for each period as follows:

- 7.1 The EPC for the Base Period shall be summed with the balance as of the end of the Base Period in the applicable Deferred EPCR subaccount(s) as determined in accordance with Section 8, below. For transportation services, such resulting amounts shall be allocated to the various zones based on the ratio of Dth-miles in such zone to the total Dth-miles for all zones. The miles of haul used to allocate such amounts to each zone shall be the same miles used by Transporter to derive the mileage component of its base rates in its last general Section 4 rate proceeding.
- 7.2 The amounts determined pursuant to Section 7.1 above shall be divided by the Estimated Volumes. For transportation services, the above computation shall be performed for each applicable zone to zone combination.
- 7.3 The applicable EPCR Component of the Fuel Adjustment Mechanism for transportation and storage services are shown in the Summary of Rates and Charges on Sheet No. 32 of Transporter's effective FERC Gas Tariff.

8. Deferred EPCR Account(s)

- 8.1 Transporter shall maintain a Deferred EPCR Account with appropriate subaccounts for transportation and storage services to separately track over or under collections of EPC related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collection of EPC.
- 8.2 Transporter shall determine each month the difference between actual EPC and the EPCR collected for such month.
- 8.3 The applicable subaccounts shall be increased or decreased by the difference computed pursuant to Section 8.2 above. Interest shall be computed on the balance in the Deferred EPCR Account, positive or negative, based on the methodology set forth in Section 154.501 of the Commission's Regulations.
- 8.4 Transporter shall include the Deferred EPCR Account balance as of the end of the Base Period in the determination of the EPCR as set forth in Section 7.1 above.

GENERAL TERMS AND CONDITIONS (continued)

XXXVIII. PIPELINE SAFETY AND GREENHOUSE GAS COST ADJUSTMENT MECHANISM

1. General

This Article sets forth the procedures Transporter shall use to recover the Cost of Service of Pipeline Safety Costs and Greenhouse Gas Costs, as defined below.

2. Definitions

- a. "Annual Period" shall mean the period of twelve months beginning on the effective date of each annual filing pursuant to this Article XXXVIII.
- b. "Cost of Service" shall mean, for each Annual Period, the sum of (A) the cost of service effect of capital expenditures for Pipeline Safety Costs and Greenhouse Gas Costs, determined by multiplying such capital expenditures (net of any applicable accumulated deferred income taxes and accumulated depreciation) by the sum of (i) a pretax rate of return of 13.25%, and (ii) the applicable depreciation and amortization rates; and (B) additional operations and maintenance expenses and administrative and general expenses for Pipeline Safety Costs and Greenhouse Gas Costs. For each Annual Period, Transporter shall develop one Cost of Service for purposes of determining the PS/GHG Surcharges pursuant to Section 4 of this Article XXXVIII. Provided however, that the initial filing shall also include the Cost of Service, if any, for the period from June 1, 2011 through the day immediately preceding the effective date of such initial filing.
- c. "Applicable Service Agreements" shall mean: (i) maximum rate service agreements and, (ii) negotiated rate and discounted rate service agreements to the extent such agreements allow for payment of surcharges pursuant to this Article.
- d. "Estimated Reservation Billing Determinants" shall mean, for the Applicable Service Agreements, the projected reservation billing determinants for the applicable Annual Period.
- e. "Estimated Commodity Billing Determinants" shall mean, for the Applicable Service Agreements, the projected commodity billing determinants for the applicable Annual Period.
- f. "Pipeline Safety Costs" shall mean costs actually incurred by Transporter and costs projected to be incurred by Transporter, if such projected costs are known and measurable:
 - i. to comply with New legislation and New regulatory requirements such as an order, advisory bulletin, rulemaking or other action of general applicability for pipeline safety;
 - ii. for pipeline safety initiatives by Transporter for remotely actuated valves, wrinkle bends, and branch connections, which costs are not otherwise included in 2.f.i above.

GENERAL TERMS AND CONDITIONS (continued)

XXXVIII. PIPELINE SAFETY AND GREENHOUSE GAS COST ADJUSTMENT MECHANISM (continued)

2. Definitions
(continued)

- g. "Greenhouse Gas Costs" shall mean costs actually incurred by Transporter and costs projected to be incurred by Transporter, if such projected costs are known and measurable to comply with New greenhouse gas legislation or New greenhouse gas regulations of any federal, regional, state or local authority, associated with emissions or releases of carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF₆), nitrogen trifluoride (NF₃), products of combustion or any other gas or aerosol including any combination of the foregoing. Greenhouse Gas Costs shall include but not be limited to costs:
- i. for the acquisition or production of any renewable energy credits, allowances, greenhouse gas offsets or any other climate change related programs, whether such costs are incurred under a carbon tax, command and control, cap and trade, or any other statutory, regulatory or trading framework;
 - ii. for the purchase greenhouse gas allowances and offsets, renewable energy certificates (RECs);
 - iii. for any other climate change related program, including any assessments or passthrough to Transporter of any third-party vendor or supplier costs.

Provided, however, that any proceeds net of costs realized by Transporter from the sale of greenhouse gas allowances and offsets and REC's which are related to Greenhouse Gas Costs shall be used to reduce such costs.

- h. "New" as used in Section 2.f.i and 2.g above shall mean not yet effective on Transporter as of September 1, 2011 nor, in the case of a regulatory requirement through rulemaking, having been published to become effective on Transporter as of September 1, 2011.

3. Filing and Effectiveness of Surcharges

- a. Transporter shall file annually to revise its Pipeline Safety Costs and Greenhouse Gas Costs surcharges (PS/GHG Surcharges) at least 30 days prior to the effective date of the proposed change in the surcharges. Transporter's annual filing shall be filed on or before September 30 to become effective November 1. The initial filing to implement Transporter's surcharges, if any, pursuant to this Article XXXVIII, shall become effective on November 1, 2012; provided that if Transporter does not make such filing to become effective on November 1, 2012, it retains the right to make such initial filing in a subsequent period.
- b. Shippers on whom the surcharges are assessed shall have the right to intervene in the limited NGA Section 4 filings pursuant to this Article XXXVIII and to challenge the eligibility and prudence of costs incurred, the reasonableness of projected cost and billing determinant estimates or the accuracy of calculations underlying the PS/GHG Surcharges. Transporter shall include in its filings workpapers detailing the Pipeline Safety Costs and Greenhouse Gas Costs and the derivation of the PS/GHG Surcharges.
- c. Except for any balances remaining in the Deferred Surcharge Accounts, the applicability of this Article shall terminate on the effective date of Transporter's next general NGA Section 4 rate proceeding after November 1, 2012 ("Expiration Date"). Within 60 days after the Expiration Date, Transporter shall make a filing to true-up any balances remaining in the Deferred Surcharge Accounts by either: (i) a refund to shippers who paid the PS/GHG Surcharges in the final Annual Period through a one-time credit to each firm Applicable Service Agreements, pro rata based on its proportion of total amount paid; or (ii) a one-time reservation surcharge to shippers having a firm Applicable Service Agreement on the invoice date, pro rata based on proportion of the Estimated Reservation Billing Determinants on that date.

GENERAL TERMS AND CONDITIONS (continued)

XXXVIII. PIPELINE SAFETY AND GREENHOUSE GAS COST ADJUSTMENT MECHANISM (continued)

4. Determination of Surcharges

Transporter shall determine the PS/GHG Surcharges for each Annual Period as follows:

- a. Reservation Surcharges: The reservation surcharge shall be calculated by dividing the sum of (i) one-half the Cost of Service for the Annual Period and (ii) any projected balance in the Demand Surcharge Deferred subaccount as of the end of the immediately preceding Annual Period, by the Estimated Reservation Billing Determinants;
- b. Commodity Surcharges: The commodity surcharge shall be calculated by dividing the sum of (i) one-half the Cost of Service for the Annual Period and (ii) any projected balance in the Commodity Surcharge Deferred subaccount as of the end of the immediately preceding Annual Period, by the Estimated Commodity Billing Determinants;
- c. The applicable PS/GHG Surcharges are shown in the Summary of Rates and Charges of Transporter's effective FERC Gas Tariff.

5. Limitations

The following limitations shall apply in the determination of the PS/GHG Surcharges pursuant to Section 4 above:

- a. For each Annual Period, the Cost of Service for Pipeline Safety Costs in Section 2.f.i above and Greenhouse Gas Costs in Section 2.g. above shall be subject to a cap of \$10 million, excluding any amounts related to the Deferred Account(s). Transporter shall not include in the PS/GHG Surcharges the Cost of Service for any Pipeline Safety Costs in Section 2.f.(i) above and Greenhouse Gas Costs in Section 2.g. above until the cumulative Cost of Service for these costs exceeds a one-time threshold of \$5 million.
- b. For each Annual Period, the Cost of Service for Pipeline Safety Costs in Section 2.f.ii above shall be subject to a cap of \$5 million, excluding any amounts related to the Deferred Account(s).
- c. Notwithstanding the above, for the initial Annual Period, the caps set forth in Section 5.a. and 5.b. above, shall be multiplied by the following ratio: $1/12 \times \text{number of months from June 1, 2011 to the effective date of the initial filing}$.

6. Deferred Surcharge Accounts

- a. Transporter shall maintain a Deferred Surcharge Account with appropriate subaccounts to separately track over or under collections of the PS/GHG Surcharges. Such account(s) may have a negative or positive balance to reflect any past over or under collection of the surcharges.
- b. Transporter shall determine for each Annual Period the difference between the Cost of Service incurred, subject to the limitations in Section 5 above, and the actual revenues recovered from the PS/GHG Surcharges.

GENERAL TERMS AND CONDITIONS (continued)

XXXVIII. PIPELINE SAFETY AND GREENHOUSE GAS COST ADJUSTMENT MECHANISM (continued)

6. Deferred Surcharge Accounts
(continued)

- c. The applicable subaccounts shall be increased or decreased by the difference computed pursuant to Section 6.b. above. Interest shall be computed on the balance in the Deferred Surcharge Accounts, positive or negative, based on the methodology set forth in Section 154.501 of the Commission's Regulations.
- d. Transporter shall include the projected Deferred Surcharge Account balance as of the end of the applicable Annual Period in the calculation of the PS/GHG Surcharges as set forth in Section 4 above.

7. Next General Rate Case

Nothing in this Article XXXVIII, shall preclude Transporter from seeking in the next general rate proceeding to recover in rates any undepreciated capital costs, including return of and on capital expenditures, and new or continuing non-capital costs associated with pipeline safety programs, greenhouse gas emissions or any other costs to become effective on or after the Expiration Date.

Sheet Nos. 407 – 448 are Reserved for Future Use.

Sheet No. 449 is Reserved for Future Use.

Sheet No. 450 is Reserved for Future Use.

MINIMUM METER TUBE CAPACITIES

CONDITIONS: Beta Ratio is Approx. = 0.2 Flowing Temperature = 60 deg. F
 Differential Pressure = 10 in. H2O Meter tubes are fabricated from
 Scheduled 40 pipe
 Specific Gravity = 0/600 Volumes shown are thousand cubic feet
 per day (MSCFD)

MINIMUM METER TUBE CAPACITIES

	Plate=.500 Beta=.2419	Plate=.625 Beta=.2037	Plate=.875 Beta=.2173	Plate=1.250 Beta=.2061	Plate=1.750 Beta=.2193	Plate=2.000 Beta=.1996	Plate=2.500 Beta=.2094	Plate=3000 Beta=.2000
Pressure (Psia)	2 Inch Tube	3 Inch Tube	4 Inch Tube	6 Inch Tube	8 Inch Tube	10 Inch Tube	2 Inch Tube	16 Inch Tube
200	71	111	217	443	870	1,135	1,774	2,553
250	80	124	244	497	976	1,273	1,991	2,866
300	88	137	268	547	1,073	1,400	2,190	3,152
350	95	148	291	593	1,164	1,519	2,375	3,418
400	102	159	312	637	1,249	1,630	2,549	3,669
450	109	169	332	678	1,331	1,736	2,715	3,907
500	115	179	352	718	1,408	1,837	2,873	4,136
550	121	189	371	756	1,483	1,935	3,026	4,355
600	127	198	389	793	1,555	2,029	3,173	4,568
650	133	207	406	828	1,626	2,121	3,316	4,774
700	139	216	423	863	1,694	2,210	3,456	4,974
750	144	224	440	897	1,761	2,297	3,592	5,170
800	149	232	456	930	1,826	2,382	3,725	5,361
850	155	241	472	963	1,890	2,465	3,855	5,549
900	160	249	488	995	1,952	2,547	3,983	5,733
950	165	256	503	1,026	2,014	2,627	4,108	5,914
1000	170	264	518	1,057	2,074	2,706	4,232	6,091
1050	175	272	533	1,087	2,134	2,784	4,353	6,266
1100	179	279	548	1,117	2,192	2,860	4,473	6,438
1150	184	287	562	1,147	2,250	2,936	4,591	6,608
1200	189	294	576	1,176	2,307	3,010	4,707	6,775

MINIMUM METER TUBE CAPACITIES (continued)

STIPULATIONS OF THE ABOVE CAPACITIES

1. Use the highest expected pressure when determining the minimum capacity.
2. These capacities do not consider restrictions and pressure losses associated with regulators piping configurations.
3. These volumes may only be used to determine capacities of existing meter stations. They should not be used in designing or estimating new facilities.
4. These capacities are valid for all existing meter stations.
5. Contact the Measurement Department if there are any exceptions or questions concerning these capacities.

* This tariff sheet is provided for general information purposes only and should not be relied upon by Shippers as indicating measurement accuracy for any specific transactions or conditions.

TENNESSEE GAS PIPELINE
 DESIGN COMPRESSION PARAMETERS

MAINLINE STATION	SUCT PRESSURE	COMP RATIO (PSIG)	MINIMUM THROUGHPUT	MAINLINE STATION (MSCFD)	SUCT PRESSURE	COMP RATIO (PSIG)	MINIMUM THROUGHPUT
1-AUGA DULCE	570	1.336	55,065	307-KANE	602	1.383	132,881
9-VICTORIA	485	1.550	88,858	313-COUDERSPORT	753	1.540	69,070
17-E. BERNARD	501	1.472	592,287	315-WELLSBORO	882	1.323	648,168
25-CLEVELAND	474	1.526	76,001	317-TROY	912	1.261	317,109
32-JASPER	524	1.320	59,312	319-WYALUSING	852	1.370	595,399
40-NATCHITOCHES	476	1.596	69,917	321-W. CLIFFORD	908	1.297	266,961
47-MONROE	531	1.433	63,661	325-LIBERTYVILLE	734	1.328	497,666
54-GREENVILLE	472	1.609	47,453	523-COCODRIE	744	1.153	1,468,200
63-BATESVILLE	471	1.605	47,241	524-LEEVIILE	640	1.363	1,006,164
71-MIDDLETON	479	1.552	62,246	527-PORT SULPHUR	700	1.308	304,075
79-LOBELVILLE	487	1.515	55,331	530-BAY ST. LOUIS	653	1.300	152,705
87-PORTLAND	502	1.513	55,790	534-PURVIS	609	1.	219,117
87-PORTLAND	693	1.103	93,263	538-HEIDELBERG	602	1.437	115,199
87-PORTLAND	693	1.360	94,399	542-DEKALB	653	1.395	343,096
96-CAMPBELLSVILLE	567	1.334	74,482	546-COLUMBUS	750	1.211	164,482
106-WINCHESTER	603	1.256	95,722	550-HAMILTON	708	1.275	467,276
106-WINCHESTER	603	1.129	113,919	555-COLLINWOOD	742	1.216	268,092
110-MOREHEAD	620	1.246	641,479	823-KINDER (K-P LN)	530	1.779	51,530
114-CATLETTSBURG	627	1.393	71,543	823-(K-N, K-S LNS)	530	1.461	78,883
200-GREENUP	588	1.312	110,319	827-ALEXANDRIA	628	1.453	626,519
204-ALBANY	614	1.299	113,611	834-WINNSBORO	615	1.385	94,297
209-CAMBRIDGE	647	1.233	131,179	838-LAKE PROVIDENCE	540	1.608	72,777
214-CARROLLTON	659	1.212	150,002	843-ISOLA	603	1.508	53,935
219-MERCER	657	1.215	118,300	847-GRENADA	606	1.460	528,568
219-MERCER	657	1.345	78,365	851-NEW ALBANY	612	1.488	77,394
241-SYRACUSE	636	1.208	383,398	NON-MAINLINE	PRESSURE	RATIO	THROUGHPUT
245-W. WINFIELD	593	1.289	121,215		(PSIG)		
249-CARLISLE	653	1.177	714,006				
254-NASSAU	578	1.282	126,428	107A-NORTH MEANS	678	1.176	180,402
261-AGAWAM	568	1.245	49,309	500C1-NATCHITOCHES	512	1.332	166,385
264-CHARLTON CIT	566	1.220	367,228	504-PITKIN	810	1.201	346,905
267-HOPKINTON	533	1.156	133,122	523R-COCODRIE LIRETTE	727	1.194	177,652
267-HOPKINTON	533	1.418	177,106	820C1-VINTON	733	1.239	408,821
224-CLYMER	472	1.550	95,667	856-SAVANNAH	652	1.444	592,316
229-HAMBURG	490	1.526	66,047	860-CTRVILLE (K-P LN)	721	1.235	164,482
230B-E. AURORA	567	1.353	60,992	860-CTRVILLE (D-P LN)	763	1.168	205,531
230C-LOCKPORT	638	1.281	326,288	871-CAMPBELLSVILLE	778	1.214	421,734
233-GENESEO	571	1.342	256,528				
237-CLIFTON SPRINGS	556	1.379	138,996				

- NOTES: 1) MAINLINE STATION INFORMATION BASED ON CERTIFICATED COMPRESSION RATIO AND CERTIFICATED SUCTION PRESSURE.
 2) NON-MAINLINE INFORMATION BASED ON CURRENT OPERATING CONDITIONS AND IS SUBJECT TO CHANGE.

Sheet No. 454 is Reserved for Future Use.

Sheet No. 455 is Reserved for Future Use.

Sheet No. 456 is Reserved for Future Use.

Sheet No. 457 is Reserved for Future Use.

Sheet No. 458 is Reserved for Future Use.

Sheet No. 459 is Reserved for Future Use.

Sheet No. 460 is Reserved for Future Use.

Sheet No. 461 is Reserved for Future Use.

Sheet No. 462 is Reserved for Future Use.

Sheet No. 463 is Reserved for Future Use.

Sheet No. 464 is Reserved for Future Use.

Sheet No. 465 is Reserved for Future Use.

Sheet Nos. 466 - 486 are Reserved for Future Use.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____. [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service. [In the event that construction of facilities are required for Transporter to provide service under the Agreement, the previous paragraph will be replaced with the following: "Transporter shall construct, install, own and operate or otherwise acquire access to all necessary facilities to render the service provided for in this Agreement."]

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

ARTICLE VI

RATES AND CHARGES (continued)

- 6.4 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: 'Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement.'"]

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart___ , Part 284 [choose Subpart B or G, as applicable] of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) [If applicable, include the following language: "Shipper warrants and certifies that the Section 311 transportation service hereunder meets the requirements set forth in Subpart B, Part 284 of the FERC Regulations."]
 - (c) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.
- 11.3 [If applicable, include the following language: "Prior to commencing Section 311 transportation service hereunder, Transporter must receive the certification required from the local distribution company or the intrastate pipeline pursuant to Section 284.102 (d)(3) of the FERC Regulations."]

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date, and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit "B". Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and , when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.6 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]]
- 15.7 [Include the following language in the event that construction of facilities are required for Transporter to provide service under the Agreement: "Other provisions of this Agreement notwithstanding, Transporter shall be under no obligation to commence service hereunder unless and until (i) Transporter has received and accepted, all the necessary regulatory approvals and permits to construct, install, own and operate or otherwise acquire access to all necessary facilities to provide service under the Agreement, in form and substance satisfactory to Transporter and (ii) all necessary facilities to provide service under the Agreement have been authorized, installed and are in operating condition, in Transporter's sole determination".]

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-A Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
-------------------	----------------	-------	---------------	----------------------------	--------	----	------	-----	-----	----------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL
TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment from _____, a _____, under _____'s FT-A agreement number _____ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff .

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A) (continued)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and any other usage charges pursuant to Transporter's FERC Gas Tariff.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A) (continued)

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A) (continued)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

REPLACEMENT SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII

ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A) (continued)

ARTICLE XIV
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use by Replacement Shipper Under Rate Schedule FT-A)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____ BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Amendment Effective Thru Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	BID PRICE
-------------------	----------------	-------	---------------	----------------------------	--------	----	------	-----	-----	----------	--------------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

*Recall Right - _____ Yes _____ No
Reput Rights - _____ Yes _____ No _____ Yes, at the option of Replacement Shipper
Volumetric - _____ Yes _____ No

Note: Bid price does not include commodity rate.
See Transporter's Applicable Rate Schedule.

* Transporter shall not be responsible for enforcing specific conditions for recall.

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each month of each year during the term hereof as specified on Exhibit "A" attached hereto. Shipper shall elect a Transportation Quantity (TQ) for each month of the year and specify the delivery point meters to which service under this Rate Schedule applies. Any limitations of the quantities to be delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-G, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Receipt and Delivery Points shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-G Rate Schedule)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein, including compensation for system fuel and losses, shall be in accordance with Transporter's Rate Schedule FT-G and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-G. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-G and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-G or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-G Rate Schedule)

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-G and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff .

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-G Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit B. Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to correct or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-G Rate Schedule)

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Monthly MDQS:

(01) January	_____	(04) April	_____	(07) July	_____	(10) October	_____
(02) February	_____	(05) May	_____	(08) August	_____	(11) November	_____
(03) March	_____	(06) June	_____	(09) September	_____	(12) December	_____

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH
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Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL
TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-G)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment from _____, a _____, under _____'s FT-G agreement number _____ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each month of each year during the term hereof as specified on Exhibit "A" attached hereto. Replacement Shipper shall be subject to the specified TQ for each month of the year and delivery point specified in Exhibit "A."
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-G, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Receipt and Delivery Points shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff .

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-G) (continued)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-G rate schedule, including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and any other usage charges pursuant to Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Replacement Shipper agrees to reimburse Tennessee for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-G or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-G and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-G) (continued)

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Condition of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-G) (continued)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

REPLACEMENT SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIII

ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-G) (continued)

ARTICLE XIV

MISCELLANEOUS

- 14.1 THIS INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use by Replacement Shipper Under Rate Schedule FT-G)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Amendment Effective Thru Date: _____

Service Package: _____

Bid Price: _____

Monthly MDQS:

(01) January	_____	(04) April	_____	(07) July	_____	(10) October	_____
(02) February	_____	(05) May	_____	(08) August	_____	(11) November	_____
(03) March	_____	(06) June	_____	(09) September	_____	(12) December	_____

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH
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Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

*Recall Right - _____ Yes _____ No
Reput Rights - _____ Yes _____ No _____ Yes, at the option of Replacement Shipper
Volumetric - _____ Yes _____ No

Note: Bid price does not include commodity rate.
See Transporter's Applicable Rate Schedule.

* Transporter shall not be responsible for enforcing specific conditions for recall.

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-GS Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, hereinafter referred to as "Shipper." a _____ shall collectively be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each month of each year during the term hereof, as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-GS, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Delivery Point(s) and Primary Receipt Point(s) shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit "A" attached hereto.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-GS Rate Schedule)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein, including compensation for system fuel and losses, shall be in accordance with Transporter's Rate Schedule FT-GS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-GS. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-GS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-GS or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-GS and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-GS Rate Schedule)

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-GS Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit B. Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-GS Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-GS Rate Schedule)

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-GS Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package TQ: _____ Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
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Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-GS Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

- NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-BH Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-BH, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-BH Rate Schedule)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-BH and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-BH. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-BH and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-BH or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-BH Rate Schedule)

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-BH and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-BH Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit B. Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then subject to the availability of capacity and at Shipper's election, Transporter shall require Shipper to exercise its right-of-first refusal by making the capacity available in accord with the procedures outlined in Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-BH Rate Schedule)

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-BH Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-BH Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
-------------------	----------------	-------	---------------	----------------------------	--------	----	------	-----	-----	----------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-BH Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)	_____ _____ _____
OPTION DESCRIPTION	_____ _____ _____
OPTION CONSIDERATION	_____ _____ _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL
TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-BH)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment from _____, a _____, under _____'s FT-BH agreement number _____ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-BH, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-BH) (continued)

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-BH Rate Schedule, including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and any other usage charges pursuant to Transporter's FERC Gas Tariff.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-BH or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article VI, Section 1.11(i) and (j) and Articles VII and VIII, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-BH and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-BH) (continued)

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"]_____ (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-BH) (continued)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

REPLACEMENT SHIPPER: _____

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-BH) continued

ARTICLE XIII
ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV
MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

GAS TRANSPORTATION AGREEMENT
 (For Use by Replacement Shipper Under Rate Schedule FT-BH)

EXHIBIT A
 AMENDMENT NO. _____
 TO GAS TRANSPORTATION AGREEMENT
 DATED _____
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND

Amendment Effective Date: _____

Amendment Effective Thru Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	BID PRICE
-------------------	----------------	-------	---------------	----------------------------	--------	----	------	-----	-----	----------	--------------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

*Recall Right - _____ Yes _____ No
 Reput Rights - _____ Yes _____ No
 Volumetric - _____ Yes _____ No
 _____ Yes, at the option of Replacement Shipper

Note: Bid price does not include commodity rate.
 See Transporter's Applicable Rate Schedule.

* Transporter shall not be responsible for enforcing specific conditions for recall.

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 536 – 543 are Reserved for Future Use.

Sheet Nos. 544 - 564 are Reserved for Future Use.

Sheet Nos. 565 - 578 are Reserved for Future Use.

Sheet Nos. 579 - 599 are Reserved for Future Use.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use Under FT-IL Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, on a specified lateral, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____. [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-IL, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas on a specified lateral as identified on Exhibit "A" attached hereto.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service. [In the event that construction of facilities are required for Transporter to provide service under the Agreement, the previous paragraph will be replaced with the following: "Transporter shall construct, install, own and operate or otherwise acquire access to all necessary facilities to render the service provided for in this Agreement."]

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-IL and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and applicable surcharges for the specified Incremental Lateral service in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-IL. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-IL and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE VI

RATES AND CHARGES (continued)

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-IL or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.
- 6.4 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: 'Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement.'"]

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-IL and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit B. Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]
- 15.6 [Include the following language in the event that construction of facilities are required for Transporter to provide service under the Agreement: "Other provisions of this Agreement notwithstanding, Transporter shall be under no obligation to commence service hereunder unless and until (i) Transporter has received and accepted, all the necessary regulatory approvals and permits to construct, install, own and operate or otherwise acquire access to all necessary facilities to provide service under the Agreement, in form and substance satisfactory to Transporter and (ii) all necessary facilities to provide service under the Agreement have been authorized, installed and are in operating condition, in Transporter's sole determination".]

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT (continued)
(For Use Under FT-IL Rate Schedule)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use Under FT-IL Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

For service on the _____ Lateral

Amendment Effective Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER NAME	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
-------------------	----------------	---------------	---------------	----------------------------	--------	----	------	-----	-----	----------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use Under FT-IL Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

*NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL
TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment from _____, a _____, under _____'s FT-IL agreement number _____ with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis on a specified lateral, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 COMMENCEMENT DATE - shall mean _____.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-IL, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas on a specified lateral.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL) (continued)

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI

RATES AND CHARGES

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-IL Rate Schedule, including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and any other usage charges pursuant to Transporter's FERC Gas Tariff.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-IL or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Replacement Shipper shall pay all rates and charges in accordance with Article VI Section 1.11 (i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-IL and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL) (continued)

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants the following:
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord Article VI, Section 1.11(i) and (j) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL) (continued)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

REPLACEMENT SHIPPER: _____

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL) (continued)

ARTICLE XIII

ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV

MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

INCREMENTAL LATERAL TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-IL) (continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

REPLACEMENT SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

*Recall Right - ☐ Yes ☐ No ☐ Yes, at the option of Replacement Shipper
 Reput Rights - ☐ Yes ☐ No
 Volumetric - ☐ Yes ☐ No

* Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 616 - 656 are Reserved for Future Use.

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be _____ dekatherms.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in the Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transporter agrees to accept and receive daily on an interruptible basis, as determined in Transporter's sole opinion, at the Point(s) of Receipt, from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity of gas and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas.

ARTICLE III

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE IV

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under Rate Schedule IT)

ARTICLE V

RATES AND CHARGES

- 5.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule IT and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule IT. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule IT and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 5.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

- 5.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 5.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VI

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VII

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule IT and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under Rate Schedule IT)

ARTICLE VIII

REGULATION

- 8.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 8.2 The transportation service described herein shall be provided subject to Subpart ____, Part 284 [choose Subpart B or G, as applicable] of the FERC Regulations.

ARTICLE IX

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff .

ARTICLE X

WARRANTIES

- 10.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) [If applicable, include the following language: "Shipper warrants and certifies that the Section 311 transportation service hereunder meets the requirements set forth in Subpart B, Part 284 of the FERC Regulations."]
 - (c) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.
- 10.3 [If applicable, include the following language: "Prior to commencing Section 311 transportation service hereunder, Transporter must receive the certification required from the local distribution company or the intrastate pipeline pursuant to Section 284.102 (d)(3) of the FERC Regulations."]

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under Rate Schedule IT)

ARTICLE XI

TERM

- 11.1 This Agreement shall be effective from the date hereof and shall remain in full force and effect on a month to month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under Rate Schedule IT)

ARTICLE XII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

GAS TRANSPORTATION AGREEMENT (continued)
(For Use Under Rate Schedule IT)

ARTICLE XIII

ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XIV

MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 14.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 14.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____
Agent and Attorney-in-Fact

SHIPPER

By: _____
Agent and Attorney-in-Fact

Title: _____

Date: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT)

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 663 – 667 are Reserved for Future Use.

Sheet Nos. 668 – 672 are Reserved for Future Use.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Contract ID/No. _____

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter," first party, and _____, hereinafter referred to as "Shipper," second party. Transporter and Shipper collectively shall be referred to herein as the "Parties".

W I T N E S S E T H

WHEREAS, Transporter has agreed to provide Shipper with park and loan services in accordance with the terms and conditions of this Master Park and Loan Service Agreement ("Agreement") and separate PAL Agreement(s) (in the form of Exhibit "A", "B", "C" or "D", as applicable).

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS SERVICE

- 1.1 PARK SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "A" or "C"), and Transporter's Rate Schedule PAL, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees to (a) the receipt of a quantity of gas (Parked Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in the applicable PAL Agreement, on behalf of Shipper at one or more mutually agreed upon Points of Transaction (each a PT) on Transporter's system; (b) hold the Parked Quantity on Transporter's system; and (c) deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the same PTs where Shipper delivered the Parked Quantity to Transporter. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the applicable PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.2 LOAN SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "B" or "D"), and Transporter's Rate Schedule PAL, Shipper agrees to receive or cause gas to be received from Transporter and Transporter agrees to (a) advance to Shipper a quantity of gas (Loaned Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in the applicable PAL Agreement, at one or more mutually agreed upon Points of Transaction (each a PT); and (b) the receipt by Transporter of Shipper's return of the Loaned Quantity at the same PTs where Shipper received the Loaned Quantity from Transporter. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the applicable PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.3 Service rendered hereunder shall be subject to curtailment or interruption at Transporter's reasonable discretion. In the event Transporter is unable to provide the level of Park Service and/or Loan Service requested by all Shippers under Rate Schedule PAL, then Transporter shall allocate available Park Service and/or Loan Service among such Shippers in accordance with the Scheduling Priorities and Curtailment of Scheduled Quantities set forth in Article IV of the General Terms and Conditions of Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

ARTICLE I

GAS SERVICE
(continued)

- 1.4 For each park or loan service transaction that the Parties mutually agree to from time to time pursuant to the terms of this Agreement, Transporter and Shipper shall execute a separate PAL Agreement, in the form of Exhibit "A", "B", "C" or "D", as applicable, which shall set forth the terms of the particular park or loan transaction, including (i) the PTs mutually agreed upon by Transporter and Shipper for service under the applicable PAL Agreement; (ii) the maximum daily quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MDQ"); (iii) the maximum aggregate quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MAQ"); (iv) the maximum daily quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MDQ"); and (v) the maximum aggregate quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MAQ"); (vi) the rate applicable to the PAL service; and (vii) the applicable dates. Each PAL Agreement shall also set forth a separate Contract ID/No., which Shipper shall use when nominating its service thereunder. It is contemplated that more than one PAL Agreement may be in effect between the parties hereto from time to time, and each PAL Agreement shall be treated as a separate and independent contract.
- 1.5 Under this Agreement, the total of all PA MAQs under any and all outstanding PAL Agreements on any given day shall never exceed _____ Dth ("Master MAQ").

ARTICLE II

TERM

- 2.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in effect for a primary term of _____ and shall continue and remain in effect for successive terms of _____ thereafter unless and until cancelled by either Party giving written notice to the other Party prior to the end of the primary term or any extension thereof. Termination shall not discharge any obligations accrued hereunder or under any PAL Agreement.
- 2.2 This Agreement and each PAL Agreement entered into thereunder will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder or thereunder, in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

ARTICLE III

RATES AND CHARGES

- 3.1 RATES - Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule PAL. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule PAL and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Shipper shall elect either Daily Rate or Term Rate PAL services:

- (a) Daily Rate PAL services: Daily Rate Park Service (Exhibit "A") or Daily Rate Loan Service (Exhibit "B")
- (b) Term Rate PAL services: Term Rate Park Service (Exhibit "C") or Term Rate Loan Service (Exhibit "D")

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical areas. Any such discounted rate shall be a rate between the applicable minimum and maximum rate.

- 3.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to such rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

ARTICLE V

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule PAL and Rate Schedule LMS-MA, if applicable, and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VI

REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VII

RESPONSIBILITY DURING PAL SERVICES

Except as herein specified, the responsibility for gas for the duration of the Park Service and/or Loan Service shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

WARRANTIES

- 8.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Shipper agrees to indemnify and hold Transporter harmless for refusal to provide Park Service and/or Loan Service hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys' fees) arising from or out of breach of any warranty by Shipper herein.
- 8.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

ARTICLE IX

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE X

ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

MASTER PARK AND LOAN SERVICE AGREEMENT(continued)
(For Use Under Transporter's Rate Schedule PAL)

ARTICLE XI

MISCELLANEOUS

- 12.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 12.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 12.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change and Transporter has agreed to such change.
- 12.4 Exhibit(s) ["A", "B", "C", and "D"] [include those that are applicable] attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 12.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____
Agent and Attorney-in-Fact

SHIPPER

By: _____
Agent and Attorney-in-Fact

Title: _____

Date: _____

[Include when applicable]

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Exhibit A

PAL Agreement: Daily Rate Park Service

Contract ID/No. _____

Date: _____

PA MDQ: _____

PA MAQ: _____

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and _____ (Shipper), dated _____, _____, which is Contract ID/No. _____.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Daily Rate Park Service:

1. Applicability of Daily Rate PAL Discounts—Select one of the following:

_____ Any otherwise applicable Daily Rate PAL Discounts posted on Transporter's Interactive Website shall not apply to this PAL Agreement; OR

_____ All applicable Daily Rate PAL Discounts posted on Transporter's Interactive Website shall apply to this PAL Agreement.

2. Beginning Date: _____

3. Ending Date:¹ _____

4. Maximum Aggregate Quantity by Point of Transaction ("PT"):

PT	PT MAQ

5. Schedule for Park Service:

Begin Date	End Date	PT	PT MDQ Park	PT MDQ Park Withdrawal	Applicable Rate ^{2 3}

¹ The term of this Daily Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² If Shipper elects in Section 1 above that Daily Rate PAL Discounts posted on Transporter's Interactive Website shall apply to this PAL Agreement, then the "Applicable Rate" for each PT shall be the lesser of the rate set forth in the table above and any applicable Daily Rate PAL Discount set forth on Transporter's Interactive Website. Any such applicable Daily Rate PAL Discounts are subject to change by Transporter at any time pursuant to Section 6.2(I)(b) of Transporter's Rate Schedule PAL.

³ To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

6. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:
7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.
8. [If applicable, include the following language: "Shipper elects the Auto PAL Option under Rate Schedule LMS – MA to resolve all or a portion of its Daily Imbalances. The applicable Auto PAL PTs are listed below. The applicable APAL PT MDQs and APAL PT MAQs are listed in Sections 4 and 5 above."]

[List applicable Auto PAL PTs]

Agreed to by:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
(Transporter)

Agreed to by:

(Shipper)

/s/: _____
NAME: _____
TITLE: _____

/s/: _____
NAME: _____
TITLE: _____

Note: Exhibit A is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

[Include when applicable]

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Exhibit B

PAL Agreement: Daily Rate Loan Service

Contract ID/No. _____

Date: _____

PA MDQ: _____

PA MAQ: _____

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and _____ (Shipper), dated _____, _____, which is Contract ID/No. _____.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Daily Rate Loan Service:

1. Applicability of Daily Rate PAL Discounts—Select one of the following:

_____ Any otherwise applicable Daily Rate PAL Discounts posted on Transporter's Interactive Website shall not apply to this PAL Agreement; OR

_____ All applicable Daily Rate PAL Discounts posted on Transporter's Interactive Website shall apply to this PAL Agreement.

2. Beginning Date: _____

3. Ending Date: ¹ _____

4. Maximum Aggregate Quantity by Point of Transaction ("PT"):

PT	PT MAQ

5. Schedule for Loan Service:

Begin Date	End Date	PT	PT MDQ Loan	PT MDQ Loan Payback	Applicable Rate ^{2 3}

¹ The term of this Daily Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² If Shipper elects in Section 1 above that Daily Rate PAL Discounts posted on Transporter's Interactive Website shall apply to this PAL Agreement, then the "Applicable Rate" for each PT shall be the lesser of the rate set forth in the table above and any applicable Daily Rate PAL Discount set forth on Transporter's Interactive Website. Any such applicable Daily Rate PAL Discounts are subject to change by Transporter at any time pursuant to Section 6.2(I)(b) of Transporter's Rate Schedule PAL.

³ To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

6. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:
7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.
8. [If applicable, include the following language: "Shipper elects the Auto PAL Option under Rate Schedule LMS – MA to resolve all or a portion of its Daily Imbalances. The applicable Auto PAL PTs are listed below. The applicable APAL PT MDQs and APAL PT MAQs are listed in Sections 4 and 5 above."]

[List applicable Auto PAL PTs]

Agreed to by:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
(Transporter)

Agreed to by:

(Shipper)

/s/: _____
NAME: _____
TITLE: _____

/s/: _____
NAME: _____
TITLE: _____

Note: Exhibit B is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

[Include when applicable]

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Exhibit C

PAL Agreement: Term Rate Park Service

Contract ID/No. _____

Date: _____

PA MDQ: _____

PA MAQ: _____

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and _____ (Shipper), dated _____, _____, which is Contract ID/No. _____.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Park Service:

1. Beginning Date: _____
2. Ending Date:¹ _____
3. Maximum Aggregate Quantity by Point of Transaction ("PT"):

PT	PT MAQ

4. Schedule for Park Service:

Begin Date	End Date	PT	PT MDQ Park	PT MDQ Park Withdrawal	Applicable Rate ²

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:
6. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

¹ The term of this Term Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

7. [If applicable, include the following language: "Shipper elects the Auto PAL Option under Rate Schedule LMS – MA to resolve all or a portion of its Daily Imbalances. The applicable Auto PAL PTs are listed below. The applicable APAL PT MDQs and APAL PT MAQs are listed in Sections 3 and 4 above."]

[List applicable Auto PAL PTs]

Agreed to by:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
(Transporter)

Agreed to by:

(Shipper)

/s/: _____
NAME: _____
TITLE: _____

/s/: _____
NAME: _____
TITLE: _____

Note: Exhibit C is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

[Include when applicable]

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Exhibit D

PAL Agreement: Term Rate Loan Service

Contract ID/No. _____

Date: _____

PA MDQ: _____

PA MAQ: _____

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and _____ (Shipper), dated _____, _____, which is Contract ID/No. _____.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Loan Service:

1. Beginning Date: _____

2. Ending Date:¹ _____

3. Maximum Aggregate Quantity by Point of Transaction ("PT"):

PT	PT MAQ

4. Schedule for Loan Service:

Begin Date	End Date	PT	PT MDQ Loan	PT MDQ Loan Payback	Applicable Rate ²

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:

6. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

¹ The term of this Term Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

7. [If applicable, include the following language: "Shipper elects the Auto PAL Option under Rate Schedule LMS – MA to resolve all or a portion of its Daily Imbalances. The applicable Auto PAL PTs are listed below. The applicable APAL PT MDQs and APAL PT MAQs are listed in Sections 3 and 4 above."]

[List applicable Auto PAL PTs]

Agreed to by:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
(Transporter)

Agreed to by:

(Shipper)

/s/: _____
NAME: _____
TITLE: _____

/s/: _____
NAME: _____
TITLE: _____

Note: Exhibit D is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

PLANT
PTR TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper". Transporter and Shipper collectively shall be referred to herein as the "Parties".

ARTICLE I

DEFINITIONS

- 1.1 PTR TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be only that quantity of gas stated in dekatherms which the plant owner has allocated to Shipper as PTR applicable to each Point(s) of Receipt and as that allocation changes from time to time.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.3 LIQUEFIABLE HYDROCARBONS OR PTR - shall mean any constituents of the gas stream, other than crude oil, condensate, and/or methane, that are produced from the wells or exist in the reservoir in a gaseous phase and are removed at a gas processing plant(s) (hereinafter referred to as a Gas Plant(s) following delivery hereunder, together with such methane as is used or consumed in the operation of the Gas Plant(s). It is understood that such hydrocarbons and other constituents will be received in a common stream with gas produced from the same sources and transported under separate transportation agreements for delivery to points located at or downstream of the Gas Plant(s). The terms Liquefiable Hydrocarbons and PTR as used herein are interchangeable. The gas produced in association with Liquefiable Hydrocarbons and transported under separate transportation agreements shall be referred to as "the related gas stream."
- 1.4 BASIC SEDIMENT AND WATER (S&W) - shall mean Sediment and Water determined in accordance with API Manual of Petroleum Measurement Standards Chapter 10 and ASTM Designation D96-98.
- 1.5 GAS - All hydrocarbons and other constituents in the gaseous state at the surface.

_____ PLANT

PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE II

TRANSPORTATION

- 2.1 TRANSPORTATION OF PTR - Shipper has reserved the right for itself to extract or cause to be extracted Liquefiable Hydrocarbons and helium gas from the gas delivered by Shipper to Transporter at the Point(s) of Receipt by means of processing such gas at the Processing Plant as specified on Exhibit "A" (PTR Point(s) of Delivery), and Transporter agrees to perform PTR transportation; provided that Shipper or Shipper's agent shall have consummated the necessary agreement with the plant owners for the gas to be processed prior to the commencement of service hereunder. This right to process is subordinate to the right of Transporter to operate its pipeline system in a manner which in Transporter's sole judgment constitutes prudent and efficient pipeline operation. Nothing in this Agreement shall constitute a guarantee or undertaking that any gas will reach any particular Gas Plant; provided that this provision does not supersede or limit any obligations Transporter may have to deliver gas at a particular Gas Plant(s) in accordance with any agreements between Transporter and the owners of such Gas Plant(s). In the event a commingled stream containing all or a portion of the gas physically delivered to Transporter by Shipper is delivered out of Transporter's system before such gas reaches a Gas Plant, the right of Shipper or Shipper's agent to process gas shall apply only to an amount of gas calculated by subtracting from the amount delivered to Transporter by Shipper (1) Shipper's proportionate share of gas used as fuel by Transporter in transporting the stream to the plant and (2) an amount calculated by multiplying the amount delivered by Shipper by a fraction the numerator of which is the amount (as measured each month) Transporter delivers out of its system at each point upstream of the Gas Plant(s) and the denominator of which is the total amount (as measured each month and reported on the plant statement of the Gas Plant which Shipper shall furnish to in a timely manner) delivered into Transporter's system upstream of each such Gas Plant.
- 2.2 If Shipper can prove, to Transporter's satisfaction, that the actual quantity of Liquefiable Hydrocarbons and helium gas attributable to Shipper is greater than the quantity calculated using the above formula, then the proven quantity shall be used for purposes of this Agreement.
- 2.3 The nomination procedure and scheduling priority for the gas transported under the Agreement shall be determined pursuant to Article IV of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

- 3.1 The Point(s) of Delivery shall be the Plant Point(s) of Delivery specified on Exhibit "A."
- 3.2 This Agreement shall include all receipt points upstream of the Plant(s) Point of Delivery specified on Exhibit "A."

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V

RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Transporter the Liquefiable Hydrocarbons to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Point(s) of Receipt which shall not be in excess of the pressures necessary to deliver the related gas stream. Transporter shall deliver the Liquefiable Hydrocarbons to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Point(s) of Delivery.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE VI

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all Liquefiable Hydrocarbons received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VII

RATES AND CHARGES

- 7.1 PTR TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Transporter from Shipper, the rates, charges and surcharges to be paid by Shipper to Transporter for transportation of the PTR Transportation Quantity provided herein shall be in accordance with Transporter's Rate Schedule PTR and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule PTR. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule PTR and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 7.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

- 7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to compensate Transporter for fuel and losses associated with the transportation service provided herein in accordance with Transporter's Rate Schedule PTR.
- 7.3 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering transportation service hereunder.
- 7.4 CHANGES IN RATES AND CHARGES - Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PTR or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered and/or (c) any provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter's just and reasonable rates.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE VII
RATES AND CHARGES FOR PTR TRANSPORTATION
(continued)

- 7.5 INDEMNIFICATION - Shipper agrees to indemnify and save Transporter harmless from all losses, damages and expenses which occur or result from Shipper or Shipper's Agent's operations in facilities utilized for the processing of such Liquefiable Hydrocarbons and helium gas, except to the extent that such losses, damages and expenses are the result of Transporter's own operations, negligence or fault.
- 7.6 PTR TRANSPORTATION IMBALANCE - PTR will be nominated, confirmed and scheduled pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff. Scheduled PTR quantities will be adjusted to actual as soon as available. The difference between scheduled and actual PTR quantities will be cashed out as follows:
- (a) If the imbalance is the result of a differential between the amount of PTR which Shipper schedules for receipt at the Receipt Points and the actual amount of PTR received, then the imbalance will be cashed out at the 0-5% tolerance level contained in the cash out mechanism in Transporter Tariff.
 - (b) If the imbalance results from Shipper having PTR extracted for its account without nominating PTR transportation, then all unnominated PTR quantities shall be cashed out at the 10-15% tolerance level under the cash out mechanism in Transporter's FERC Gas Tariff.

ARTICLE VIII
RIGHTS AND DUTIES OF TRANSPORTER

- 8.1 Exclusive Right to Conduct Operations - Transporter, or its Designee, shall have the exclusive right and obligation to conduct operations involving Transporter's System and the handling of the PTR Transportation Quantity committed thereto; provided that this provision does not supersede or limit any obligations Transporter may have to deliver such Liquefiable Hydrocarbons in accordance with any agreements between Transporter and the owner of any processing facilities. Subject to the above, Shipper expressly specifies that Transporter, or its Designee, shall have, and it hereby does confer thereupon:
- (a) The right to determine the optimum operating conditions for Transporter's System; and
 - (b) The right to be furnished, promptly by Shipper upon request of Transporter, without cost to Transporter, or its Designee, records of all tests and all records that are available to the Shipper relating to the production from all wells connected to Transporter's System insofar as such records are reasonably required for the purposes of this Agreement. Shipper shall be under no obligation to retain said records of tests and production records for a period longer than three (3) years.
- 8.2 Access to Producing Facilities - Transporter, or its Designee, shall have access to all producing facilities, platforms, and wells served by Transporter's system at all reasonable times to examine the separation and metering equipment and all other installations and equipment thereon utilized in connection with the delivery of PTR volumes to Transporter's system; provided, however, that Transporter shall indemnify, defend and hold Shipper harmless from any damages, claims, or causes of action arising out of the negligence of Transporter, its employees, representatives, agents, or Designee.

Transporter, or its Designee, shall notify Shipper of the name(s) of its employee(s) designated to go to the production site and installations of Shipper for the purposes set out herein. No other person shall be authorized to accompany such designated representatives at the production site of Shipper without the prior approval of Shipper's representative in charge of the production site or installations. All such designated representatives shall be instructed to give the person in charge of each production site or installation advance notice of their arrival and shall be required to check in with the person in charge upon arrival and comply with all safety rules and regulations in effect for said production site or installation.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE VIII
RIGHTS AND DUTIES OF TRANSPORTER
(continued)

- 8.3 Workmanlike Conduct - Insofar as it has the right and responsibility to do so, Transporter shall conduct system operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Transporter shall freely consult with Shipper and keep it informed of all matters which Transporter, in the exercise of its best judgment, considers important for system operations.

ARTICLE IX
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule PTR and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE X
RESPONSIBILITY DURING TRANSPORTATION

- 10.1 Transporter shall be deemed to be in control and possession of the Liquefiable Hydrocarbons transported hereunder only when and to the extent that such Liquefiable Hydrocarbons are in and are being handled by the facilities owned and/or operated by Transporter. Shipper will be responsible for and shall indemnify Transporter with respect to any losses, injuries, claims, liabilities or damages caused by Shipper's liquefiable hydrocarbons and occurring while such Liquefiable Hydrocarbons are in Transporter's possession, but only if and to the extent that such losses, injuries, claims, liabilities or damages are caused by actions or omissions of Shipper or Shipper's employees' agents or representatives.
- 10.2 Shipper shall be deemed to be in control and possession of the Liquefiable Hydrocarbons transported hereunder prior to delivery to Transporter of such liquefiable hydrocarbons and after redelivery of such liquefiable hydrocarbons to Shipper or for Shipper's account. Shipper agrees to indemnify and hold Transporter harmless from all losses, damages and expenses which may occur or be asserted by reason of accident or occurrences caused by Transporter, Shipper or any other party's actions or omissions, prior to such delivery and after such redelivery, except to the extent that such losses, damages and expenses are the result of Transporter's own operations, negligence or fault.

Further, in the absence of negligence or willful misconduct on the part of Transporter or other parties acting on Transporter's behalf, Shipper waives any and all claims and demands against Transporter arising out of or in any way connected with any losses or shrinkage of Shipper's liquefiable hydrocarbons while they are deemed to be in Transporter's control and possession.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XI

WARRANTIES

In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants that it has title and processing rights to the PTR transported under this Agreement and that it has the right to contract with Transporter for the PTR Transportation relating to the properties as set forth on Exhibit "A" of this Agreement.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 12.2 Portions of this Agreement necessary to resolve PTR imbalances under this Agreement shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 12.3 At the option of Transporter, this Agreement may be terminated automatically in the event Shipper fails to pay all of the amount of any bill for service not in dispute rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper thirty (30) days' notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 12.4 The indemnification provisions and payment obligations hereof shall survive such termination relative to all losses, deaths, injuries, claims, billings, liens, demands and causes of action of every kind and character, discovered or undiscovered, arising out of, in or connection with, or as an incident to this Agreement.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE OR REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. All operations hereunder shall be subject to all valid and applicable laws, orders, ordinances, directives, rules and regulations of any duly constituted governmental body or official having jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such order, law, ordinance, rule, or regulation in any forum having jurisdiction in the premises.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 (a) If there is any conflict or discrepancy between this Agreement and any other existing agreement between the Parties that governs the transportation of Liquefiable Hydrocarbons, such existing agreements will control, unless and until amended by the Parties, and are not superseded by this Agreement.
- (b) If Shipper has the right to transport PTR under an existing Agreement, then such PTR shall be deemed transported under the terms of the existing agreement, unless nominated for transportation under this Agreement.
- 15.4 Exhibit "A" attached hereto, when applicable, is incorporated herein by reference and made a part hereof for all purposes.
- 15.5 No waiver by either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other Party from performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release the defaulting Party from, future performance of the same provision, condition or requirement; nor shall any delay or omission of either Party to exercise any right hereunder in any manner impair the exercise of such right or of any other right to which it is entitled.
- 15.6 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, this Agreement may not be modified, varied or amended except by an instrument in writing signed by the Parties.
- 15.7 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

ARTICLE XVI

BILLINGS AND PAYMENTS

- 16.1 Transporter shall bill and Shipper shall pay all rates and charges in accordance with the Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 16.2 Shipper shall furnish or cause to be furnished, without cost to Transporter, a PTR allocation statement on or before the 15th day of the second month following the month of production, unless the parties mutually agree otherwise for the PTR delivered to the respective Point(s) of Delivery hereunder during the preceding month.

ARTICLE XVII

GOVERNMENTAL REPORTS AND PAYMENT OF ROYALTIES

Shipper shall be and remain solely responsible for all reports and accounts required by federal, state, and other governmental authorities and the payment of all royalties or payments from production with respect to all liquid hydrocarbons production owned by it and handled by the Transporter's system.

ARTICLE XVIII

FORCE MAJEURE

The Parties agree that the Force Majeure provisions set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff are incorporated herein by reference.

PLANT
PTR TRANSPORTATION AGREEMENT (continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER:

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

____ PLANT
PTR TRANSPORTATION AGREEMENT
(For Use Under PTR Rate Schedule)

EXHIBIT A
AMENDMENT NO. _____
TO PTR TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Point(s) of Delivery

METER

METER NAME

LOCATION

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 693 - 733 are Reserved for Future Use.

GAS STORAGE AGREEMENT
(For Use under Rate Schedule FS)

THIS AGREEMENT is made as of the _____ day of _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and _____ a _____, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to enable Transporter to provide service to Shipper under the Agreement]

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of _____ (Dth) and Maximum Storage Quantity (MSQ) of _____ dekatherms (Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ) of _____ Dth; provided however, that when Shipper's storage balance is equal to or less than 30% of the MSQ but greater than 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be _____ Dth; and provided further, that when Shipper's storage balance is less than or equal to 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be _____ Dth. For demand charge purposes, the MDWQ for balance greater than 30% of the MSQ shall be used.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Agreement shall be at the storage service point set forth in Exhibit "A" attached hereto.

ARTICLE III - RATES AND CHARGES

- 3.1 Commencing upon the Commencement Date, Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, in accordance with Transporter's Rate Schedule FS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in Rate Schedule FS. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MSQ, MDIQ, MDWQ or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified storage points; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 3.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

GAS STORAGE AGREEMENT (continued)
(For Use under Rate Schedule FS)

ARTICLE III – RATES AND CHARGES
(continued)

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FS and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE V - TERM

This Agreement shall be effective as of the date hereof. Service hereunder shall commence on _____ (Commencement Date") and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit "B". Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS STORAGE AGREEMENT (continued)
(For Use under Rate Schedule FS)

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

SHIPPER: _____
NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the agreement or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

GAS STORAGE AGREEMENT (continued)
(For Use under Rate Schedule FS)

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 8.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 8.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By _____
Agent and Attorney-in-Fact

SHIPPER

By _____
Agent and Attorney-in-Fact

Title _____

Date _____

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

EXHIBIT A
AMENDMENT NO. _____
TO GAS STORAGE AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package MSQ: _____ Dth

Maximum Daily Injection Quantity: _____ Dth

Maximum Daily Withdrawal Quantity: _____ Dth

STORAGE BALANCE
FROM DTH

STORAGE BALANCE
TO DTH

MAXIMUM DAILY WITHDRAWAL
QUANTITY DTH

SERVICE POINT: _____

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	METER-TQ
-------	------------	--------	----	------	-----	-----	----------

Total Injection TQ: _____

Total Withdrawal TQ: _____

Number of Injection Points: _____

Number of Withdrawal Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

[Include when applicable]

GAS STORAGE AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT B

TO GAS STORAGE AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL
TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS)

THIS AGREEMENT is made as of the _____ day of _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and _____ a _____, herein called "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment under _____, a _____, from _____'s FS agreement number _____ with Transporter. Transporter and Replacement Shipper collectively shall be referred to herein as the "Parties".

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule FS and of this Agreement, Transporter shall receive at the Service Point for Replacement Shipper's account a quantity of gas up to Replacement Shipper's Maximum Injection Quantity (on a daily basis) and up to Replacement Shipper's Maximum Storage Quantity of _____ Dth (on a cumulative basis) and on demand shall withdraw from Replacement Shipper's storage account and redeliver to Replacement Shipper a daily quantity of gas up to Replacement Shipper's Maximum Daily Withdrawal Quantity of _____ Dth.

ARTICLE II - SERVICE POINT

The point at which the gas is to be tendered for delivery to or from Transporter under this Agreement shall be at the storage service point set forth in Exhibit "A" attached hereto.

ARTICLE III - RATES AND CHARGES

1. Replacement Shipper agrees to pay Transporter for all natural gas storage service furnished to Replacement Shipper hereunder at the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rates under the FS Rate Schedule including all adjustments in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, and applicable fuel reimbursement and any other usage charges applicable pursuant to Transporter's FERC Gas Tariff.
2. Replacement Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.
3. Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FS and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS) (continued)

ARTICLE V - TERM

- 5.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on _____ ("Commencement Date") and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ (subject to recall).
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with Article VI, Section 2.11(e) and (f) and Articles VII and VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

REPLACEMENT SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS) (continued)

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the agreement or any of the rights or obligations thereunder shall be made by Replacement Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 8.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By _____
Agent and Attorney-in-fact

REPLACEMENT SHIPPER

By _____
Agent and Attorney-in-fact

TITLE _____

DATE _____

GAS STORAGE AGREEMENT
(For Use by Replacement Shipper Under Rate Schedule FS)

EXHIBIT A
AMENDMENT NO. _____
TO GAS STORAGE AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Amendment Effective Thru Date: _____

Service Package: _____

Service Package MSQ: _____ Dth

Maximum Daily Withdrawal Quantity: _____ Dth

Maximum Daily Injection Quantity: _____ Dth

STORAGE BALANCE
FROM DTH

STORAGE BALANCE
TO DTH

MAXIMUM DAILY WITHDRAWAL
QUANTITY DTH

SERVICE POINT: _____

Bid Price: _____

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	METER-TQ
-------	------------	--------	----	------	-----	-----	----------

Total Injection TQ: _____

Total Withdrawal TQ: _____

Number of Injection Points: _____

Number of Withdrawal Points: _____

* Recall Rights - _____ Yes _____ No
Reput Rights - _____ Yes _____ No
Volumetric - _____ Yes _____ No
_____ Yes, at the option of Replacement Shipper

Note: Bid Price Does Not Include Commodity Rate
See Transporter's Applicable Rate Schedule.

* Transporter shall not be responsible for enforcing specific conditions for recall.

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet No. 744 is Reserved for Future Use.

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule IS)

THIS AGREEMENT is made as of the _____ day of _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and _____ a _____, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties".

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule IS, and of this Agreement, Transporter shall provide interruptible service for Shipper under Rate Schedule IS and shall receive and redeliver on an interruptible basis to Shipper quantities of natural gas up to the Shipper's Maximum Storage Quantity of _____ Dth.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Agreement shall be at the storage service point set forth in Exhibit "A" attached hereto.

ARTICLE III - RATES AND CHARGES

- 3.1 Commencing upon the Commencement Date, Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, in accordance with Transporter's Rate Schedule IS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's FERC Gas Tariff and in Rate Schedule IS. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule IS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MSQ, Injection or Withdrawal volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified storage points; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a discounted rate pursuant to the provisions of this Section 3.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IS or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

GAS STORAGE AGREEMENT (continued)
(For Use Under Rate Schedule IS)

ARTICLE IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule IS and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE V - TERM

- 5.1 This Agreement shall become effective as of the date hereof. Service hereunder shall commence on _____, ____ ("Commencement Date") and shall remain in effect on a month to month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

GAS STORAGE AGREEMENT (continued)
(For Use Under Rate Schedule IS)

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of the agreement or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 8.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 8.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

GAS STORAGE AGREEMENT (continued)
(For Use Under Rate Schedule IS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By _____
Agent and Attorney-in-fact

SHIPPER

By _____
Agent and Attorney-in-Fact

TITLE _____

DATE _____

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule IS)

EXHIBIT A
AMENDMENT NO. _____
TO GAS STORAGE AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package MSQ: _____ Dth

Service Point: _____

METER	METER NAME	COUNTY	ST	ZONE	R/D	LEG
-------	------------	--------	----	------	-----	-----

Number of Injection Points: _____

Number of Withdrawal Points: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS STORAGE AGREEMENT
(For Use under Rate Schedule FS-F)

THIS AGREEMENT is made as of the _____ day of _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and _____ a _____, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

WHEREAS, _____. [When applicable, include this and any additional clause(s) to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement and/or any other agreement(s) between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities and/or off-system capacity necessary to enable Transporter to provide service to Shipper under the Agreement]

WHEREAS, Shipper has requested that Transporter provide certain firm storage service to Shipper.

WHEREAS, Transporter has agreed to provide such firm storage service to Shipper subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule FS-F, and of this Agreement, Transporter shall: (a) receive on any day for injection for Shipper's storage account, a daily quantity of gas up to Shipper's MDIQ, subject to any applicable injection ratchets, and in cumulative quantities (net of withdrawals) up to Shipper's MSQ, each as specified in Exhibit "A" attached hereto, provided however, that the quantity of gas in Shipper's storage account at any time does not exceed Shipper's MSQ; and (b) shall withdraw on any day from Shipper's storage account and redeliver to Shipper, a daily quantity of gas up to Shipper's MDWQ, subject to any applicable withdrawal ratchets, each as specified in Exhibit "A" attached hereto, provided however, that Shipper's Storage Balance is no less than the quantity of gas nominated for withdrawal on such day.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered by Shipper to Transporter and/or by Transporter to Shipper under this Agreement shall be at the storage service point(s) set forth in Exhibit "A" attached hereto.

ARTICLE III - RATES AND CHARGES

- 3.1 Commencing upon the Commencement Date, Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, the charges set forth in Exhibit "A" attached hereto and all other applicable rates and charges specified in Transporter's Rate Schedule FS-F and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 Shipper agrees to reimburse Transporter for all applicable taxes as may be assessed against Transporter for the receipt, injection, storage, withdrawal or delivery of Shipper's gas. In addition, Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.

ARTICLE IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FS-F and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

GAS STORAGE AGREEMENT (continued)
(For Use under Rate Schedule FS-F)

ARTICLE V - TERM

- 4.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on _____ (Commencement Date") and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"), unless modified as per Exhibit "B" attached hereto. Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" attached hereto.
- 4.2 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the agreement or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

GAS STORAGE AGREEMENT (continued)
(For Use under Rate Schedule FS-F)

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 8.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 8.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By _____
Agent and Attorney-in-Fact

SHIPPER

By _____
Agent and Attorney-in-Fact

Title _____

Date _____

GAS STORAGE AGREEMENT
 (For Use Under Rate Schedule FS-F)

EXHIBIT A¹
 AMENDMENT NO. _____
 TO GAS STORAGE AGREEMENT
 DATED _____
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND

Amendment Effective Date: _____
 Service Package No.: _____

Firm Injection Service Option (select applicable option below)²

Option A	_____		
Option B	_____	Number of Firm Injection Days:	_____
Option C	_____	Number of Interruption Days:	_____

Maximum Contract Quantities

Maximum Storage Quantity (MSQ)	Dth	_____
Maximum Daily Injection Quantity (MDIQ)	Dth	_____
Maximum Daily Withdrawal Quantity (MDWQ)	Dth	_____

Storage Ratchets, Dth

Maximum Daily Injection		
Storage Balance		
From	To	MDIQ

Maximum Daily Withdrawal		
Storage Balance		
From	To	MDWQ

Service Points and Injection and Withdrawal Quantities

Meter	Meter Name	County	State	Zone	I/W	Leg	Point Qty
54628	Storage - Pine Prairie			L	I	800	
54628	Storage - Pine Prairie			L	W	800	

Total Injection Qty:	[MDIQ]
Total Withdrawal Qty:	[MDWQ]

Number of Injection Points: _____
 Number of Withdrawal Points: _____

¹ Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.
² If applicable, also specify number of Firm Injection Days or Interruption Days applicable to the first and last Annual Contract Periods if those periods are less than a 12-month period. For a Class C Shipper, see related Class B contract information below.

GAS STORAGE AGREEMENT
 (For Use Under Rate Schedule FS-F)

EXHIBIT A (continued)

Additional Information on Related Class B Service Agreement³

Service Package No.	MDIQ, Dth	Number of Firm Injection Days

Contract Extension Rights⁴

Rates and Charges

Reservation Rate – Injection	\$/Dth-Month	_____
Reservation Rate – Withdrawal	\$/Dth-Month	_____
Reservation Rate – Space	\$/Dth-Month	_____
Commodity Rate – Injection	\$/Dth	_____
Commodity Rate – Withdrawal	\$/Dth	_____
Overrun Rate – Injection	\$/Dth	_____
Overrun Rate – Withdrawal	\$/Dth	_____
Title Transfer Charges	\$/Dth	_____
Incidental Charges	\$/Dth or \$/Month	_____
Fuel Reimbursement	\$/Dth or in-kind %	_____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

³ Applicable to a Class C Shipper.

⁴ If applicable, include in this section any mutually agreed contract extension rights.

[Include when applicable]

GAS STORAGE AGREEMENT
(For Use Under FS-F Rate Schedule)

EXHIBIT B
AMENDMENT NO. _____
TO GAS STORAGE AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____
Service Package No.: _____

REVENUE REDUCTION OPTION PROVISIONS¹

OPTION PERIOD(S) _____

OPTION DESCRIPTION _____

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

¹ Notice must be given as provided for in the Net Present Value Standard of the General terms and Conditions of Transporter's FERC Gas Tariff.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS-F)

THIS AGREEMENT is made as of the _____ day of _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and _____ a _____, herein called "Replacement Shipper." Replacement Shipper receives rights under this Agreement as assignment under _____, a _____, from _____'s FS-F agreement number _____ with Transporter. Transporter and Replacement Shipper collectively shall be referred to herein as the "Parties".

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule FS-F and of this Agreement, Transporter shall: (a) receive on any day for injection for Replacement Shipper's storage account, a daily quantity of gas up to Replacement Shipper's MDIQ, subject to any applicable injection ratchets, and in cumulative quantities (net of withdrawals) up to Replacement Shipper's MSQ, each as specified in Exhibit "A" attached hereto, provided however, that the quantity of gas in Replacement Shipper's storage account at any time does not exceed Replacement Shipper's MSQ; and (b) shall withdraw on any day from Replacement Shipper's storage account and redeliver to Replacement Shipper, a daily quantity of gas up to Replacement Shipper's MDWQ, subject to any applicable withdrawal ratchets, each as specified in Exhibit "A" attached hereto, provided however, that Replacement Shipper's Storage Balance is no less than the quantity of gas nominated for withdrawal on such day.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered by Replacement Shipper to Transporter and/or by Transporter to Replacement Shipper under this Agreement shall be at the storage service point(s) set forth in Exhibit "A" attached hereto.

ARTICLE III - RATES AND CHARGES

- 3.1 Replacement Shipper agrees to pay Transporter for all natural gas storage service furnished to Replacement Shipper hereunder, the charges set forth in Exhibit "A" attached hereto and all other applicable rates and charges specified in Transporter's Rate Schedule FS-F and the General Terms and Conditions of Transporter's FERC Gas Tariff and agreed upon by Replacement Shipper in accordance with Transporter's FERC Gas Tariff.
- 3.2 Replacement Shipper agrees to reimburse Transporter for all applicable taxes as may be assessed against Transporter for the receipt, injection, storage, withdrawal or delivery of Replacement Shipper's gas. In addition, Replacement Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.

ARTICLE IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FS-F and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS-F) (continued)

ARTICLE V - TERM

- 5.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on _____ ("Commencement Date") and shall continue in effect until [when applicable, replace: "until" with "for a term of"] _____ (subject to recall).
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with Article VI, Section 2.11(e) and Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

REPLACEMENT SHIPPER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS-F) (continued)

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the agreement or any of the rights or obligations thereunder shall be made by Replacement Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through Transporter's Interactive Website and Replacement Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 8.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By _____
Agent and Attorney-in-fact

REPLACEMENT SHIPPER

By _____
Agent and Attorney-in-fact

Title _____

Date _____

GAS STORAGE AGREEMENT
 (For Use by Replacement Shipper Under Rate Schedule FS-F)

EXHIBIT A¹
 AMENDMENT NO. _____
 TO GAS STORAGE AGREEMENT
 DATED _____
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND

Amendment Effective Date: _____
 Amendment Effective Thru Date: _____
 Service Package No.: _____

Firm Injection Service Option (select applicable option below)²

Option A _____ Option B _____ Option C _____	Number of Firm Injection Days: _____ Number of Interruption Days: _____
--	--

Maximum Contract Quantities

Maximum Storage Quantity (MSQ) _____ Maximum Daily Injection Quantity (MDIQ) _____ Maximum Daily Withdrawal Quantity (MDWQ) _____	Dth _____ Dth _____ Dth _____
---	-------------------------------------

Storage Ratchets, Dth

Maximum Daily Injection		
Storage Balance		
From	To	MDIQ

Maximum Daily Withdrawal		
Storage Balance		
From	To	MDWQ

Service Points and Injection and Withdrawal Quantities

Meter	Meter Name	County	State	Zone	I/W	Leg	Point Qty
54628	Storage - Pine Prairie			L	I	800	
54628	Storage - Pine Prairie			L	W	800	

Number of Injection Points: _____
 Number of Withdrawal Points: _____

Total Injection Qty:	[MDIQ]
Total Withdrawal Qty:	[MDWQ]

¹ Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

² A Replacement Class B Shipper number of Firm Injection Days are the same as those of the Releasing Shipper. A Replacement Class C Shipper number of Interruption Days are the same as those of the Releasing Shipper. For a Class C Shipper, see related Class B contract information below.

GAS STORAGE AGREEMENT
 (For Use by Replacement Shipper Under Rate Schedule FS-F)

EXHIBIT A (continued)

Recall Rights³

Yes	_____
No	_____

Reput Rights

Yes	_____	At Option of replacement Shipper? Yes _____
No	_____	

Additional Information on Related Class B Service Agreement⁴

Service Package No.	MDIQ, Dth	Number of Firm Injection Days

Bid Rates and Charges⁵

Reservation Rate – Injection	\$/Dth-Month	_____
Reservation Rate – Withdrawal	\$/Dth-Month	_____
Reservation Rate – Space	\$/Dth-Month	_____
Commodity Rate – Injection	\$/Dth	_____
Commodity Rate – Withdrawal	\$/Dth	_____
Overrun Rate – Injection	\$/Dth	_____
Overrun Rate – Withdrawal	\$/Dth	_____
Title Transfer Charges	\$/Dth	_____
Incidental Charges	\$/Dth or \$/Month	_____
Fuel Reimbursement	\$/Dth or in-kind %	_____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

³ Transporter shall not be responsible for enforcing specific conditions for recall.

⁴ Applicable to a Class C Shipper.

⁵ Commodity/usage charges applicable to Replacement Shipper shall be those stated in the Releasing Shipper Service Agreement.

Sheet Nos. 761 – 789 are Reserved for Future Use.

Supply Aggregation Service Agreement
(For Use Under Rate Schedule SA)

THIS AGREEMENT is made and entered into as of _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Aggregator." Transporter and Aggregator shall collectively be referred to herein as the "Parties."

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule SA, Transporter agrees to permit Aggregator to aggregate nominations for all receipt points within pooling area(s) for delivery to confirmed transportation or supply aggregation service(s).

ARTICLE II

RATES AND CHARGES

- 2.1 IMBALANCE CASH-OUTS - Commencing upon the effective date hereof, any charges related to monthly imbalances to be paid by Aggregator to Transporter for the supply aggregation service provided herein shall be in accordance with Transporter's Rate Schedules SA, LMS-PA for Supply Area Pooling Areas and LMS-MA for Market Area Pooling Areas as well as the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 2.2 CHANGES IN CHARGES - Aggregator agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the charges applicable to service pursuant to Transporter's Rate Schedule SA or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Aggregator may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE III

BILLINGS AND PAYMENTS

Transporter shall bill and Aggregator shall pay all charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule SA and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Supply Aggregation Service Agreement (continued)
(For Use Under Rate Schedule SA)

ARTICLE V

REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VI

TERM

- 6.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on _____, ____ and shall remain in effect on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party.
- 6.2 Any portion of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Aggregator of such imbalance no later than twelve months after the termination of this Agreement.
- 6.3 This Agreement will terminate automatically in the event aggregator fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.4 Transporter may, in its sole discretion, suspend or terminate this Agreement in the event Aggregator fails to comply with any of the provisions of this Agreement or with any of the terms and conditions of Transporter's FERC Gas Tariff. Transporter shall give Aggregator thirty (30) days prior notice of Aggregator's failure to so comply.

Supply Aggregation Service Agreement (continued)
(For Use Under Rate Schedule SA)

ARTICLE VII

NOTICE

Except as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

Attention:

AGGREGATOR:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

Supply Aggregation Service Agreement (continued)
(For Use Under Rate Schedule SA)

ARTICLE VIII

ASSIGNMENTS

- 8.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.
- 8.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE IX

MISCELLANEOUS

- 9.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 9.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 9.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Aggregator has submitted a request for change through Transporter's Interactive Website and Aggregator has been notified through Transporter's Interactive Website of Transporter's agreement to such change. Such modifications or supplements shall be set forth on Exhibit "A" attached to this Agreement.
- 9.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY _____
Agent and Attorney-in-Fact

Aggregator

BY _____
Agent and Attorney-in-Fact

TITLE _____

DATE _____

SUPPLY AGGREGATION SERVICE AGREEMENT
(For Use Under Rate Schedule SA)

EXHIBIT A
AMENDMENT NO. _____
TO SUPPLY AGGREGATION SERVICE AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet No. 795 is Reserved for Future Use.

Sheet No. 796 is Reserved for Future Use.

Sheet No. 797 is Reserved for Future Use.

Sheet No. 798 is Reserved for Future Use.

Sheet No. 799 is Reserved for Future Use.

Sheet No. 800 is Reserved for Future Use.

BALANCING AGREEMENT
(For Use at Points of Delivery)

This Agreement is dated _____, _____ by and between Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Balancing Party." Transporter and Balancing Party shall be referred to collectively herein as "Parties."

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points) and Balancing Party receives such gas from Transporter;

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from to Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the Parties mutually agree otherwise;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for sales and transportation purposes;

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Balancing Party shall confirm the quantities nominated to be transported by Transporter at the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Any modification to such scheduled quantities shall be re-confirmed by Transporter and Balancing Party prior to the commencement of the revised service. Transporter shall notify Balancing Party of any problems regarding the scheduling of gas in accordance with confirmation hereunder within one business days after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter of any errors in the quantity scheduled pursuant to its confirmations within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Delivery Point(s) in accordance with the above, and such failure continues for two business days or more (whether or not such days are consecutive) after 24 hour written notice to the Balancing party by Transporter for each occurrence of Balancing party's failure to confirm, then the affected Delivery Points shall be deleted from Exhibit "A" upon written notice from Transporter at the end of that calendar month.
- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas sales by Transporter shall be allocated each day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.

BALANCING AGREEMENT (continued)
(For Use at Points of Delivery)

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(continued)

- 1.3 Allocation of Variances - The difference on any day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be resolved in accordance with Article II.
- 1.4 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-MA.
- 1.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery. Nothing in this section will require Balancing Party to install metering devices where none currently exist.

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the production day by coordinating with Transporter's gas dispatchers. Transporter will use reasonable efforts to accommodate those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the first business day after each production day. Adjustments in nominations and actual deliveries will be made by Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such corrective action, Transporter may, upon one day's notice, adjust the scheduled quantities and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Transporter and Balancing Party.
- 2.3 Corrections In Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Operational Imbalance existing at the end of the prior month. Any Monthly Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

BALANCING AGREEMENT (continued)
(For Use at Points of Delivery)

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be effective as of the date hereof and shall continue in effect for a primary term of one (1) year, or, upon mutual agreement of Balancing Party and Transporter, a primary term extending until _____, and shall continue after the primary term on a month-to-month basis unless canceled by either Party upon thirty (30) days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV

RATES AND CHARGES

- 4.1 CURRENT CHARGES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 INCIDENTAL CHARGES - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.
- 4.3 CHANGES IN RATES AND CHARGES - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA and any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules and this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

BALANCING AGREEMENT (continued)
(For Use at Points of Delivery)

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement; and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder.
- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5.5 Incorporation of Rate Schedule and General Terms and Conditions - Unless otherwise stated herein, this Agreement shall be subject to the effective provisions of Transporter's Rate Schedule LMS-MA and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.
- 5.6 Notices - Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company, L.L.C.

Attention:

BILLING: Tennessee Gas Pipeline Company, L.L.C.

Attention:

BALANCING PARTY:

NOTICES:

Attention:

BALANCING AGREEMENT (continued)
(For Use at Points of Delivery)

ARTICLE V
MISCELLANEOUS
(continued)

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 5.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.
- 5.8 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change through Transporter's Interactive Website and Balancing Party has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 5.9 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

BALANCING PARTY: _____

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

BALANCING AGREEMENT
(For Use at Points of Delivery)

EXHIBIT A
AMENDMENT NO. _____
TO OPERATIONAL BALANCING AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

(Unless mutually agreed otherwise, separate Balancing Agreements will be required for deliveries in different zones.)

METER	METER NAME	COUNTY	ST	ZONE	R/D	LEG	ACTIVE/INACTIVE
-------	------------	--------	----	------	-----	-----	-----------------

Number of Points Affected: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 807 – 808 are Reserved for Future Use.

BALANCING AGREEMENT
(For Use at Points of Receipt)

This Agreement dated and effective _____, _____ by and between Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter," and a _____, hereinafter referred to as "Balancing Party". Transporter and Balancing Party collectively shall be referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Transporter transports and/or purchases natural gas at the receipt point(s) specified in Exhibit "A" attached hereto (Receipt Point(s));

WHEREAS, the gas actually delivered at the Receipt Point(s) is at times different than the quantities scheduled to be purchased and/or transported by Transporter from those points;

WHEREAS, Transporter and Balancing Party desire to allocate the transportation of natural gas from the Receipt Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Receipt Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to resolve the Operational Imbalance in subsequent periods in cash;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for sales and transportation purposes.

NOW, THEREFORE, Transporter and Balancing Party agree as follows:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of each month this Agreement is in effect, Balancing Party shall confirm or cause to be confirmed the quantities nominated to be delivered by Balancing Party or for Balancing Party's account by Transporter at the Receipt Point(s) commencing on the first day of the month following the confirmation. Balancing Party shall reconfirm any modification to such confirmations or cause such modification to be reconfirmed prior to the commencement of the revised service. Transporter shall notify Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with confirmations made hereunder within one business day after each daily confirmation and within four business days after the end of each calendar month for an aggregate of all confirmations for a calendar month, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantity scheduled pursuant to its confirmation within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Receipt Point(s) in accordance with the above, and such failure continues for seven days or more within the calendar month (whether or not such days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected points shall be deleted from Exhibit "A" upon written notice from Transporter at the end of that calendar month.

BALANCING AGREEMENT (continued)
(For Use at Points of Receipt)

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(continued)

- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Receipt Point(s) will be equal to the scheduled quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Receipt Point(s) are equal to the scheduled quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas purchases by Transporter shall be allocated each day in accordance with Section 3 of Rate Schedule LMS-PA of Transporter's FERC Gas Tariff, or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the scheduled quantities at all Receipt Points and the total actual quantity delivered at all Receipt Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the scheduled quantities during a calendar month and the total actual quantity delivered at the Receipt Point(s), as shown on Exhibit "A", during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Receipt Point(s) on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Receipt Point(s) within two business days after the date of delivery. Furthermore, Balancing Party shall provide or have provided to Transporter meter statements within four (4) business days after the close of a calendar month at any Receipt Point(s) where Transporter does not operate the meter; provided that if Balancing Party provides flow charts within four business days of each day of flow during the month, Transporter will integrate such charts for Balancing Party at no cost, with the Balancing Party retaining the right to examine the integration of such charts within one year. If Balancing Party does not provide or have such information or meter statements at any Receipt Point(s) provided to Transporter, or such information contains significant inaccuracies as reasonably determined by Transporter, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then all affected Receipt Points shall be deleted from this Agreement upon written notice from Transporter at the end of that calendar month.
- 1.5 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-PA.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Transporter for purposes of adjustments under this Section on a daily basis during the calendar month to determine the estimated Operational Imbalance at all of the Receipt Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance available to Balancing Party by the end of the first business day after each production day. Transporter may make or Balancing Party may make or cause to be made adjustments in nominations and actual deliveries, upon 24 hours' notice by making imbalance make up nominations pursuant to this Agreement and in accordance with the applicable provisions of Transporter's FERC Gas Tariff. Any adjustments will offset pre-existing imbalances accrued during the production month.

BALANCING AGREEMENT (continued)
(For Use at Points of Receipt)

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES
(continued)

- 2.2 Corrections In Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff.
- 2.3 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.4 Mutual Assistance Provision - In recognition that Balancing Party has a significant amount of control over the flow of gas into Transporter's system and can assist in alleviating balancing problems or remedying supply deficiencies, upon mutual agreement, Balancing Party will increase or decrease flows independent from nominations. This agreement is subordinate to Balancing Party's contractual obligations (as well as subject to operational constraints placed on the producers behind the point by geological or equipment conditions). In any month such assistance is provided to Transporter, Transporter will waive all daily imbalance charges amassed by Balancing Party in the month during periods when an OFO is not in effect. The agreement to provide mutual assistance shall be at the sole discretion of the Balancing Party and subordinate to the right of the Balancing Party to operate its properties in a manner that constitutes prudent and efficient operation. Any daily variance resulting from a Balancing Party's assistance pursuant hereto shall not be considered in the calculation of such Balancing Party's Monthly Operational Imbalance.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be effective from the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party upon at least thirty (30) days' prior written notice to the other Party, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

BALANCING AGREEMENT (continued)
(For Use at Points of Receipt)

ARTICLE IV

RATES AND CHARGES

- 4.1 Current Charges - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Balancing Party to Transporter for the service provided herein shall be in accordance with Transporter's Rate Schedule LMS-PA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 Incidental Charges - Balancing Party agrees to reimburse Tennessee for any filing or similar fees, which have not been previously paid for by Balancing Party, that Transporter incurs in rendering service hereunder.
- 4.3 Changes in Rates and Charges - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-PA or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to those rate schedules or this Agreement. Transporter agrees that Balancing Party may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that such gas will be free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; and (iii) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party will pay, or cause to be paid, all royalties, overriding royalties, taxes or other charges due on the gas delivered to Transporter and will file all necessary reports with federal or state agencies associated with the gas delivered to Transporter. If the federal or state law or taxing agency requires Transporter to pay such charges directly to the agency or other person, and to file any reports on such deliveries, Balancing Party will act as Transporter's agent in paying the necessary charges and filing the necessary reports. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder. Balancing Party or Balancing Party's designee agrees to take the necessary corrective action requested by Transporter in accordance with this Agreement. If the Balancing Party or Balancing Party's designee fails to take such corrective action, then this Agreement shall terminate upon written notice from Transporter at the end of the calendar month. Transporter may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder and to allocate deliveries on behalf of any Producers covered by this Balancing Agreement as though they were done or executed by the Producers.

BALANCING AGREEMENT (continued)
(For Use at Points of Receipt)

ARTICLE V
MISCELLANEOUS
(continued)

- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the resolution of Operational Imbalances in cash in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5.5 Incorporation of Rate Schedule and General Terms and Conditions - Unless otherwise stated herein, this Agreement shall be subject to the effective provisions of Transporter's Rate Schedule LMS-PA and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.
- 5.6 Notices - Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

BILLING: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

BALANCING AGREEMENT (continued)
(For Use at Points of Receipt)

BALANCING PARTY: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

ARTICLE V
MISCELLANEOUS
(continued)

- 5.7 Receipt Points - Subject to the provisions of Transporter's FERC Gas Tariff and the other provisions of this Agreement, including without limitation, Sections 1.1, 1.4 and 4.1, Balancing Party may add or delete Receipt Points to Exhibit "A" at its sole option, subject to one day prior written notice to Transporter. However, if a Receipt Point is deleted pursuant to Section 1.1, it may not be added to Exhibit "A" without Transporter's written consent.
- 5.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any gas purchase agreement between Transporter and Balancing Party with regard to allocations of deliveries at Receipt Points, the terms of this Agreement shall govern and control.
- 5.9 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change through Transporter's Interactive Website and Balancing Party has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 5.10 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

BALANCING PARTY

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

BALANCING AGREEMENT
(For Use at Points of Receipt)

EXHIBIT A
AMENDMENT NO. _____
TO OPERATIONAL BALANCING AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C
AND

Amendment Effective Date: _____

Service Package: _____

(Unless mutually agreed otherwise, separate operational balancing agreements will be required for receipts in each pooling area as defined in Article I of the General Terms and Conditions.)

METER	METER NAME	COUNTY	ST	ZONE	R/D	LEG	ACTIVE/INACTIVE
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Number of Points Affected: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 816 – 817 are Reserved for Future Use.

BALANCING AGREEMENT
(For Use by Aggregator at Points of Delivery)

This Agreement dated and effective _____, _____ by and between Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____ a _____, hereinafter referred to as "Balancing Party." Transporter and Balancing Party shall be referred to collectively herein as "Parties".

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas at the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points);

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be purchased and/or transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the Parties mutually agree otherwise; and

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balances in a manner that facilitates the movement of gas for sales and transportation purposes.

WHEREAS, Balancing Party has all requisite legal authority to perform balancing and scheduling at the delivery points on Exhibit "A" attached hereto.

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Transporter and Balancing Party shall confirm or cause to be confirmed the quantities nominated to be transported by Transporter to the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Balancing Party shall re-confirm any modification to such confirmations or cause such modification to be re-confirmed prior to the commencement of the revised service. Transporter shall notify Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with confirmations made hereunder within one business day after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantities scheduled pursuant to its confirmation within one business day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported to any Delivery Point(s) in accordance with the above, and such failure continues for two days or more (whether or not such days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to respond, then the affected Delivery Points shall be deleted from Exhibit "A" upon written notice from Transporter at the end of that calendar month.

BALANCING AGREEMENT (continued)
(For Use by Aggregator at Points of Delivery)

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(continued)

- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the Quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the Quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services and/or gas sales by Transporter shall be allocated each day based upon the Scheduled Quantities, or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the Scheduled Quantities set forth in Section 1.1 above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any monthly Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Daily Imbalances - Balancing Party will be subject to the Daily Imbalance provisions of Rate Schedule LMS-MA.
- 1.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at the Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery. Nothing in this section will require Balancing Party or Operator to install metering devices where none currently exist.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During a Day - Balancing Party or Operator will be able to request adjustments to actual deliveries at its Delivery Points or cause such requests to be made at any time during the production day by coordinating with Transporter's gas dispatchers. Balancing Party will notify Transporter or cause Transporter to be notified of any such adjustments. Transporter will use reasonable efforts to deliver those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variance and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the first business day after each production day. Balancing Party may make or cause to be made adjustments in nominations and actual deliveries upon 24- hour notice to Transporter by making imbalance make up nominations pursuant to this Agreement and in accordance with the provisions of the Tariff to adequately control imbalance levels. Any such adjustments will offset pre-existing imbalances accrued during the production month.

BALANCING AGREEMENT (continued)
(For Use by Aggregator at Points of Delivery)

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCE
(continued)

- 2.3 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Transporter will send Balancing Party a statement setting forth the accrued Daily Imbalance Charges and the Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be effective from the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party upon thirty (30) days' prior written notice to the other Party with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 3.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV

RATES AND CHARGES

- 4.1 CURRENT CHARGES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 INCIDENTAL CHARGES - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.

BALANCING AGREEMENT (continued)
(For Use by Aggregator at Points of Delivery)

ARTICLE IV
RATES AND CHARGES
(continued)

- 4.3 CHANGES IN RATES AND CHARGES - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions applicable to those rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V
MISCELLANEOUS

- 5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder. Balancing Party represents that no delivery point covered by this Agreement will have daily delivery from the Transporter system exceeding 10,000 Dth.
- 5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 5.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided that Transporter shall have the right, but not the obligation, to delay invoicing for such matters until the 15th day of the month following the month of deliveries.

BALANCING AGREEMENT (continued)
(For Use by Aggregator at Points of Delivery)

ARTICLE V

MISCELLANEOUS(continued)

- 5.5 Incorporation of Rate Schedule and General Terms and Conditions - Unless otherwise stated herein, this Agreement shall be subject to the effective provisions of Transporter's Rate Schedule LMS-MA and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.
- 5.6 Notices - Except as otherwise expressly provided in this Agreement or the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company, L.L.C.

Attention:

BILLING: Tennessee Gas Pipeline Company, L.L.C.

Attention:

BALANCING PARTY:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

- 5.7 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

BALANCING AGREEMENT (continued)
(For Use by Aggregator at Points of Delivery)

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

BALANCING PARTY

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

BALANCING AGREEMENT
(For Use by Aggregator at Points of Delivery)

EXHIBIT A
AMENDMENT NO. _____
TO OPERATIONAL BALANCING AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

(Unless mutually agreed otherwise, separate Balancing Agreements will be required for deliveries in different zones.)

METER	METER NAME	COUNTY	ST	ZONE	R/D	LEG	ACTIVE/INACTIVE
-------	------------	--------	----	------	-----	-----	-----------------

Number of Points Affected: _____

[If applicable, include the following; "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

PIPELINE BALANCING AGREEMENT
(For Use at Interconnections with Qualifying Pipelines)

This Agreement dated and effective _____, _____ by and between Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter," and _____, a _____, hereinafter referred to as "Pipeline." Transporter and Pipeline shall be referred to collectively herein as "Parties."

WITNESSETH:

WHEREAS, the facilities operated by Transporter and by Pipeline interconnect at the "Interconnection Point(s)" specified on Exhibit "A" attached hereto;

WHEREAS, Pipeline and Transporter have entered into one or more agreements ("Agreements") whereby both Pipeline and Transporter either receive gas which Pipeline and Transporter cause to be delivered at the Interconnection Point(s), or deliver gas which Pipeline and Transporter cause to be received at the Interconnection Point(s), and Pipeline and Transporter have entered into agreements with others (hereinafter "Shippers") whereby such Shippers cause gas to be delivered or received at the Interconnection Points.

WHEREAS, the Pipeline will provide 24 hour a day, 365 day a year dispatch and has the resources to alter the flow at the Receipt and/or Delivery Points; and

WHEREAS, the Receipt and/or Delivery Points are subject to flow control and the flow is measured and reported through equipment meeting Electronic Custody Transfer Standards.

NOW, THEREFORE, Pipeline and Transporter agree as follows:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the first day of each month, the Parties shall reconcile and confirm electronically or in writing the transportation nominations received by each from Shippers for whom the Parties would deliver or receive gas at the Interconnection Point(s). The quantities determined through this reconciliation and confirmation process shall be the "Scheduled Quantities". Any changes to such confirmed and scheduled transportation quantities shall be effective only if agreed to electronically or in writing by both Parties. Such communication regarding changes shall be substantially in the form mutually agreeable to the Parties.
- 1.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered and received each day at the Interconnection Point(s) will equal the scheduled quantities. Each Party will allocate quantities which are to be delivered and received at the Interconnection Point(s) among this Agreement and/or the Party's respective Shippers commensurate with the scheduled quantities for each transaction. Any imbalance created when the actual physical flow is different than the scheduled quantities will be the "Operational Imbalance", which will be the responsibility of the Parties to eliminate pursuant to this Agreement.

PIPELINE BALANCING AGREEMENT (continued)
(For Use at Interconnections with Qualifying Pipelines)

ARTICLE II

CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - The Parties will be able to request adjustments to actual deliveries or receipts at any time during the production day by coordination between the Parties' gas dispatchers. Each Party will use reasonable efforts to deliver or receive those changed quantities when the operating conditions on each Party's system permit, taking into consideration the nominations made by firm customers on each party's system. In the event that an Interconnection Point(s) is unable to achieve the scheduled flow rate, the Parties agree that swift corrective action will be taken.
- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at each Interconnection Point(s). Physical flow adjustments will be made for daily imbalances within 72 hours of notice by Transporter unless mutually agreed to otherwise. The Party having physical control of the meter shall make the estimated Daily and Monthly Operational Imbalance at each delivery or receipt meter available to the other Party on or before the first business day after each production day. In the event that a capacity constraint occurs on either Party's pipeline system which results in curtailment of quantities through an Interconnection Point(s), the Party on whose system the constraint has occurred shall determine the reallocation of quantities to the Shippers. Such change in allocation shall be confirmed electronically or in writing pursuant to the provisions of Article I (1.1) above. If the constraint occurs at an Interconnection Point, the Party which operates the meter at an Interconnection Point shall be deemed to have the constraint on its system. To the extent that a pipeline has a record of not meeting its balancing obligations (i.e., in-kind make-up within 72 hours), Transporter will have a right to terminate the agreement upon thirty (30) days' notice.
- 2.3 Corrections In Subsequent Periods - The physical flow at each Interconnection Point each month will be determined and communicated by the Party controlling the meter to the other Party electronically or in writing as soon as possible during the month following the month in question. The Parties agree to "In Kind" balancing between Pipeline and Transporter when the imbalance at the end of the month is within 1% of the total monthly scheduled quantities at the meter. Any "In Kind" imbalance carried over from the prior month will become part of the current Monthly Imbalance. Any imbalance existing at the time of the implementation of a new Pipeline Balancing Agreement will be held separately and settled independently. When the Monthly Imbalance is greater than 1% of the monthly scheduled quantities at the meter, the entire imbalance will be cashed out in accordance the applicable LMS Rate Schedule in Transporter's FERC Gas Tariff, unless the imbalance was caused by failure of Transporter to adjust flow control at the meter.
- 2.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit a Party's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

PIPELINE BALANCING AGREEMENT (continued)
(For Use at Interconnections with Qualifying Pipelines)

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be effective from the date hereof and shall remain in full force and effect on a month-to-month basis unless terminated by either Party upon thirty (30) days' prior written notice to the other Party, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.
- 3.2 This Agreement will terminate automatically upon written notice from Transporter in the event that Pipeline fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE IV

MISCELLANEOUS

- 4.1 Warranties - Pipeline warrants that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance (i) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (ii) that it has the right to allocate all deliveries from the Interconnection Points in accordance with this Agreement; and (iii) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, cost, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Pipeline represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Pipeline delivers or causes to be delivered hereunder.
- 4.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 4.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 4.4 Billings and Payments - If required, the Parties shall invoice and pay for the correction of Operational Imbalances in cash in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

PIPELINE BALANCING AGREEMENT (continued)
(For Use at Interconnections with Qualifying Pipelines)

ARTICLE IV

MISCELLANEOUS (continued)

- 4.5 Incorporation of General Terms and Conditions - Unless otherwise stated herein, the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, are incorporated herein as part of this Agreement.
- 4.6 Notices - Except as otherwise provided in this Agreement or the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

BILLING: Tennessee Gas Pipeline Company, L.L.C.

Attention: _____

PIPELINE: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other.

(With regard to operational matters, Pipeline shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 4.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Pipeline with regard to allocations at Interconnect Points, the terms of this Agreement shall govern and control.
- 4.8 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

PIPELINE BALANCING AGREEMENT (continued)
(For Use at Interconnections with Qualifying Pipelines)

The Parties' signatures below will evidence their agreement to this Pipeline Balancing Agreement.

TRANSPORTER:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

PIPELINE:

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

PIPELINE BALANCING AGREEMENT
(For Use at Interconnections with Qualifying Pipelines)

EXHIBIT A
AMENDMENT NO. _____
TO THE PIPELINE BALANCING AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Interconnection Point between Transporter and _____:

Amendment Effective Date: _____

Service Package: _____

METER	METER NAME	COUNTY	ST	ZONE	R/D	LEG	ACTIVE/INACTIVE
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Number of Points Affected: _____

[If applicable, include the following: "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"]

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Sheet Nos. 831 - 871 are Reserved for Future Use.

KINDER MORGAN INTERSTATE PIPELINES DIRECT ACCESS REQUEST TRACKING (“DART”) SYSTEM LICENSE AGREEMENT

This Direct Access Request Tracking (“DART”) System License Agreement (“Agreement”) is entered into between the natural gas entities listed below (referred to herein individually as a “Kinder Morgan Pipeline” and collectively as the “Kinder Morgan Pipelines” and _____, (“Subscriber”). The Kinder Morgan Pipelines and Subscriber are at times referred to herein collectively as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, the Kinder Morgan Pipelines use a variety of electronic information systems to communicate with their respective customers and other third parties and to provide and manage transportation and related services in the normal course of business, such systems known as the DART System, the CIG Xpress System, the PASSKEY System, the PASSPORT System, and the SoNet Premier System; and

WHEREAS, the Kinder Morgan Pipelines desire to conduct such communication and business activities by use of the DART System only (which as referenced herein may from time to time include other electronic/IT systems or programs used to perform specific business functions), and thus over time intend to discontinue use of the CIG Xpress, PASSKEY, PASSPORT, and SoNet Premier systems (each, a “Non-DART System”); and

WHEREAS, along with expanding its use of the DART System, the Kinder Morgan Pipelines desire to upgrade and enhance the manner in which existing subscribers are accessing and using the DART System; and

WHEREAS, Subscriber, through its duly authorized representatives, desires to begin and/or continue, as applicable, using the DART System on those Kinder Morgan Pipelines upon which the DART System is, or becomes, implemented, such use to be in the manner and for the purposes set forth herein.

THEREFORE, as of the effective date set forth below (“Effective Date”), for and in consideration of the mutual benefits to accrue to the Parties hereunder, Subscriber and the Kinder Morgan Pipelines agree as follows:

1. **Identity of the Kinder Morgan Pipelines.** The Kinder Morgan Pipelines consist of natural gas entities that are owned in whole or in part and operated by a subsidiary or affiliate of Kinder Morgan, Inc.. By signing this Agreement, Subscriber will have the ability through the DART System to interact with and conduct business on one or more of the Kinder Morgan Pipelines subject to the applicable Kinder Morgan Pipeline’s FERC Gas Tariff (“Tariff”) or Statement of Operating Conditions (“SOC”), as such Tariff or SOC may be revised from time to time, corporate governance restrictions, and internal business procedures, as applicable; provided however, that particular business functions accessible through the DART System may not be applicable to every Kinder Morgan Pipeline, and Subscriber’s ability to interface with a particular Kinder Morgan Pipeline will depend in part upon the nature and extent of Subscriber’s business relationship with a particular Kinder Morgan Pipeline.
2. **Term.** This Agreement shall become effective as of the Effective Date, and shall remain in force until terminated by either Subscriber or the applicable Kinder Morgan Pipeline or Pipelines upon which Subscriber is conducting business via the DART system giving the other not less than ten (10) business days’ prior written notice; provided however that termination of this Agreement shall not affect the respective obligations or rights of the Parties arising out of any business transacted through the DART System prior to termination or arising out of the confidentiality provisions of this Agreement. Termination of this Agreement shall not be construed or interpreted as having the effect of terminating any service or related agreement(s) executed by Subscriber while using the DART System during the period in which this Agreement was in effect. Any removal of a particular Kinder Morgan Pipeline from the identified group

of Kinder Morgan Pipelines (due to divestiture or otherwise) will immediately and automatically terminate this Agreement only as to such removed Kinder Morgan Pipeline and Subscriber.

3. **License.** Subscriber acknowledges that the DART System is proprietary to the Kinder Morgan Pipelines, that access is granted for the convenience of the Subscriber, and that the Kinder Morgan Pipelines retain all rights of ownership in the DART System. Nothing contained herein shall be construed to give Subscriber an express or implied license or right in any of the Kinder Morgan Pipelines' existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications or other proprietary rights associated with the DART System, including the design and architecture thereof. Subscriber shall not reverse engineer, decompile, disassemble or engage in any other acts regarding the source code of the DART System in its present or any future version. The Kinder Morgan Pipelines reserve the right to modify, change, adjust, replace or terminate all or any portion of the DART System at any time and for any reason.

4. **DART System Business Functions.**

- a. Pursuant to the provisions of this Agreement, and subject to any limitations contained in an individual Kinder Morgan Pipeline's Tariff or SOC and/or internal business procedures, as applicable, Subscriber shall be given access to the DART System and allowed to use the DART System to perform the following business functions, as applicable, on the specific Kinder Morgan Pipelines to which Subscriber is given access via a logon ID and password in accordance with this Agreement: (1) obtain information relating to service under Subscriber's existing service agreement(s); (2) request new service(s); (3) submit or confirm nominations; (4) enter into or amend existing service agreements (through use of online, electronic execution procedures); (5) designate the notice contacts required under service agreements or applicable Tariffs or SOC; (6) submit imbalance resolution elections or implement trades; (7) designate or change receipt and delivery points under service agreements; (8) view and download gas volume data; and (9) view and download invoices. Such available business functions may change from time to time as specified by the Kinder Morgan Pipelines, and any such changes will be communicated by system-wide notice(s) posted on the Kinder Morgan Pipelines' Website. Subscriber and/or its authorized users shall obtain at its cost computer hardware and software necessary to utilize the DART System (including without limitation, a NAESB-compliant internet browser, Adobe document reader software, and Citrix networking software, all as upgraded and superseded from time to time). Additionally, Subscriber and/or its authorized users will ensure the lawful installation and maintenance of such software for each computer, smart phone, tablet, or other internet-compatible device from which the DART System will be accessed.
- b. Should Subscriber participate in a capacity release program on an interstate Kinder Morgan Pipeline, Subscriber can, subject to such Kinder Morgan Pipeline's Tariff and/or internal business procedures, use the DART System to post an offer to release capacity, place or withdraw bids for released capacity, and recall released capacity. In addition, subject to applicable Tariff and/or internal business procedures, if capacity is awarded to Subscriber in a temporary capacity release transaction, the DART System will automatically create a binding agreement with the subject Kinder Morgan Pipeline under terms consistent with such Kinder Morgan Pipeline's current applicable form of service agreement and the terms of such release transaction contained in the applicable capacity release documentation (e.g., offer, bid) related thereto.
- c. As each Non-DART System is discontinued or as Subscriber's business needs evolve, Subscriber shall be entitled to revise or shift its usage of the DART System among the Kinder Morgan Pipelines as necessary to meet Subscriber's commercial interests and as consistent with this Agreement.

5. Access and Security Terms.

- a. Subscriber shall designate one or more individual(s) as an External Security Administrator ("ESA") for the purpose of identifying individual user(s) that require access to the DART System, and establishing access rights for authorized users on behalf of Subscriber. The initial designation of an ESA shall be made in writing and in the form required by the Kinder Morgan Pipelines ("ESA Request Form"). Subscriber can designate more than one ESA, and can designate replacement/additional ESA(s) from time to time by effecting such changes via the DART System. Upon receipt and acceptance of the ESA Request Form, the Kinder Morgan Pipelines or its designee shall provide Subscriber with necessary user information ("User ID(s)") and perform related setup activities for the indicated ESA. Subscriber's ESA shall be responsible for requesting DART System access for new users and updating any individual user's information and system access authority in the DART System for Subscriber's users, including, but not limited to, any changes in a user's or ESA's employment status or role in performing certain activities on behalf of Subscriber. Subscriber's ESA shall be required to perform periodic reviews of the status of a Subscriber's individual users. Subscriber represents and warrants to the Kinder Morgan Pipelines that the person(s) who are designated to perform a specific function or activity from time to time will have been duly authorized by Subscriber to perform that activity. In particular, Subscriber understands and agrees that those persons so designated to execute contracts will have the authorization necessary to enter into service agreements, amended service agreements, discount or negotiated rate agreements, or other agreements or contracts in the DART System on behalf of Subscriber, and Subscriber acknowledges that any such contracts, agreements or amendments entered into through the DART System shall legally bind Subscriber to the terms and conditions thereof. Subscriber also understands and acknowledges that persons designated to submit any offer, bid or recall for capacity on behalf of Subscriber pursuant to an interstate Kinder Morgan Pipeline's capacity release program will have the authorization necessary to bind Subscriber to the results of such actions, including the acquisition or release of Subscriber's capacity and the associated additional charges or revised capacity rights created once the subject release transaction has been effectuated.
- b. Any person permitted by Subscriber to access the DART System as provided in Section 5.a. above must have, and shall be deemed to have, the legal authority to act on behalf of Subscriber in performing those functions as listed on the menu of the DART System which may change from time to time. The person or persons executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to authorize the appointment of the ESA and other representatives of Subscriber to perform the specified functions. The Kinder Morgan Pipelines shall be entitled to rely on Subscriber's request in writing or its ESA's designation online of any individual user as having been duly authorized by Subscriber to perform the designated function or activity. It shall be Subscriber's responsibility to ensure that only properly designated individuals are granted access to the DART System. The Kinder Morgan Pipelines can act, and shall be fully protected by Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through the DART System.
- c. None of the Kinder Morgan Pipelines shall have responsibility to monitor Subscriber's employees' access to the DART System or to determine or verify whether each individual using the issued User ID either (i) has the authority to perform the designated function or (ii) is actually the same employee that was issued the User ID. Any use of the DART System through the use of valid User IDs issued to Subscriber that have not been reported to the Kinder Morgan Pipelines as missing or stolen, shall be deemed to be used by Subscriber. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID issued to Subscriber including, but not limited to, the use of such User ID and passwords by persons who are no longer under Subscriber's employment or control or no longer have the requisite authorization to conduct business on the DART System.

- d. A User ID that remains inactive for one year or longer is subject to immediate suspension without notice. The Kinder Morgan Pipelines reserve the right to invalidate, immediately and without notice any User ID reasonably believed to have been subject to unauthorized, invalid or improper use or when one or more of the Kinder Morgan Pipelines have reason to believe that a security breach has occurred. Further, the Kinder Morgan Pipelines reserve the right to invalidate immediately and without prior notice any User ID or password in the event Subscriber breaches any of the terms of this Agreement.

6. **Confidentiality.** Subscriber shall treat all User IDs and passwords as confidential and allow use of such User IDs only by personnel that are designated by Subscriber's ESA. Subscriber agrees that it will not disclose and will inform its authorized personnel to keep confidential and not disclose any of the User IDs and passwords assigned to Subscriber to anyone without authority to access or conduct business on the DART System. Subscriber agrees to report to the Kinder Morgan Pipelines upon which it conducts business through the DART System as soon as possible if it has reason to believe that a User ID has been misappropriated or stolen either directly or indirectly through the misappropriation ("hacking") of data on Subscriber's systems or if there is any indication that a security breach has occurred. Subscriber agrees to access data only for which it has authorization. Subscriber will notify the Kinder Morgan Pipelines in the event it is able to access through the DART System a third party's proprietary information or data not related to business transactions conducted by Subscriber. Subscriber shall also treat all information concerning the design or structure of the DART System as confidential, except as provided herein, and shall use reasonable efforts to prevent any unauthorized use of the DART System or the disclosure of any information relating to the design or structure of the DART System to any third party, whether such information is in the form of abstracts, printouts, computer generated data aggregations or files, or otherwise. Confidential information shall not include information that is: (1) public at the time of disclosure to Subscriber; (2) in Subscriber's possession at the time of disclosure through means which were not in violation of any obligation of confidentiality; (3) disclosed to Subscriber by a third party not under an obligation of confidentiality; or (4) required to be disclosed by Subscriber pursuant to applicable law, rule or regulation. Subscriber shall give the Kinder Morgan Pipelines upon which it conducts business through the DART System written notice within three (3) business days of Subscriber's discovery of any event which reasonably suggests that the confidential relationship described herein has been violated by Subscriber. If Subscriber fails to maintain the confidentiality as specified herein, the Kinder Morgan Pipelines retain the right, in addition to any other remedy that the Kinder Morgan Pipelines may have, to immediately terminate this Agreement without prior notification. Subscriber's obligations under this section shall survive the termination of this Agreement.

7. **Limited Warranty.**

- a. The Kinder Morgan Pipelines will make reasonable efforts to ensure that the information accessible through the DART System is accurate and complete and to minimize any system downtime. However, the Kinder Morgan Pipelines do not warrant that any information accessible or transmitted through the DART System is, in fact, accurate, complete or without error. Subscriber acknowledges that, as with any electronic system, the DART System is subject to interruptions, failures and data corruption and that downtime may be necessary for repair, modification, upgrades or maintenance on the DART System. Therefore, Subscriber acknowledges that none of the Kinder Morgan Pipelines shall be responsible for any data additions, omissions, failures, delays or interruption of the DART System.
- b. THE KINDER MORGAN PIPELINES MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION, PERFORMANCE OR USE OF THE DART SYSTEM.

8. **Disclaimer of Liability.**

- a. Except for the negligence, bad faith, fraud or willful misconduct of the Kinder Morgan Pipelines, the Kinder Morgan Pipelines expressly disclaim any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's actions on or use of the DART System, including but not limited to any loss or damage resulting from any one or more of the following: (i) Subscriber's negligent or otherwise improper use of the DART System; (ii) any unauthorized use of the DART

System; (iii) the loss or disclosure, whether deliberate or inadvertent, of any User ID or password provided to Subscriber under the terms herein; (iv) any events of force majeure as specified under the terms of the respective Kinder Morgan Pipelines' Tariffs or SOC's, but also specifically including, electrical shortages or surges and/or power outages; (v) the performance of any third-party software or systems, third-party service providers, or Subscriber's internal networks, including the compatibility of the DART System therewith; (vi) an error in the entry of security or access data by Subscriber's ESA; and (vii) any defects in computer hardware or equipment, interruption or failure of computer equipment, or other technical matters beyond the Kinder Morgan Pipelines' control.

- b. Subscriber agrees to defend, indemnify and hold each of the Kinder Morgan Pipelines (collectively and individually) harmless for all claims, demands, and causes of action, and any resulting damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) and all other liabilities of any nature whatsoever which may be asserted against or imposed upon any of the Kinder Morgan Pipelines by any entity arising from Subscriber's use of the DART System, whether or not such use was proper or improper, or a breach of this Agreement by Subscriber. However, Subscriber shall not be obligated to defend or indemnify any of the Kinder Morgan Pipelines (collectively or individually) for the negligence, bad faith, fraud or willful misconduct of such party. If Subscriber is a municipality or other state instrumentality, this Section 8(b) shall not apply to the extent it is contrary to the laws of the state in which the municipality or other state instrumentality is located.
- c. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE USE OR THE INABILITY TO USE THE DART SYSTEM. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, THE KINDER MORGAN PIPELINES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF SUBSCRIBER OR THIRD PARTIES ARISING OUT OF SUBSCRIBER'S USE OF THE DART SYSTEM.

9. Validity and Enforceability of Agreements and Notices. This Agreement has been executed by the Parties to evidence their mutual intent to exchange information and conduct business by use of the DART System, including the creation of binding service and/or related agreements, amendments, and obligations arising thereunder and otherwise related thereto. Any contractual commitment executed on the DART System shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The Parties agree not to contest the validity or enforceability of any such contractual commitments under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Any contractual commitment entered into by the Parties through the DART System may be introduced as documentary evidence in any judicial, arbitration, mediation or administrative proceedings, and will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of any contractual commitment entered into by the Parties through the DART System under either the business records exception to the hearsay rule or the best evidence rule on the basis that the contractual commitments were not originated or maintained in documentary form. To the extent Subscriber and the Kinder Morgan Pipelines utilize the DART System to transmit and receive notices consistent with the terms of the respective Tariffs, SOC's, and service agreements of the Kinder Morgan Pipelines, then such notice obligations shall be deemed to be satisfied and shall constitute valid notice by the Party giving such notice. Subscriber is responsible for maintaining and updating the email addresses of those individual users that Subscriber elects to receive electronic notices under the terms of the Kinder Morgan Pipelines' Tariffs and SOC's and for ensuring that its personnel responsible for receiving electronic notices take all necessary steps to ensure that any notices received through e-mail messages are promptly opened and read.

10. Previous Systems and Agreements. If prior to the Effective Date of this Agreement, Subscriber was a party to any agreement with one or more Kinder Morgan Pipelines regarding access to and use of the DART System, then upon the Effective Date hereof (i) such agreements shall terminate and

(ii) advance notice requirements for termination of such agreements shall be deemed waived. If, however, on the Effective Date of this Agreement Subscriber utilizes a Non-DART System to communicate and conduct business with one or more Kinder Morgan Pipelines, then: (i) Subscriber acknowledges that each such Kinder Morgan Pipeline intends over time to fully replace each Non-DART System with the DART System and terminate Subscriber's use of each Non-DART System at the applicable time of its complete conversion to the DART System; (ii) the Kinder Morgan Pipelines shall notify Subscriber through a system-wide posting on the Kinder Morgan Pipelines' Website of the date that each Non-DART System is being fully converted to the DART System; and (iii) on the applicable conversion date for each, Subscriber understands and acknowledges that the applicable Non-DART System will no longer be available for use.

11. Miscellaneous.

- a. This Agreement shall be interpreted in accordance with the laws of the State of Texas, notwithstanding any conflicts of laws principles that might require the application of the laws of another jurisdiction.
- b. This Agreement is subject to any and all present and future valid and applicable laws and regulations of any court of law, governmental entity or authority or regulatory agency having jurisdiction over the Kinder Morgan Pipelines or the subject matter hereof. Any transactions performed by the Subscriber through its use of the DART System shall be subject to and governed by the terms and conditions of the respective Kinder Morgan Pipeline's Tariff or SOC.
- c. Subscriber understands and agrees that violation in any material respect of any of the provisions of this Agreement by Subscriber would cause immediate and irreparable harm to the Kinder Morgan Pipelines and that no adequate remedy exists at law, and the Kinder Morgan Pipelines shall be entitled to immediate preliminary and other injunctive relief, without any requirement to post bond, against any violation of this Agreement by Subscriber. Injunctive relief shall in no way limit any other remedies available to the Kinder Morgan Pipelines.
- d. If a court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, that part will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remaining parts of this Agreement.
- e. The Kinder Morgan Pipelines and Subscriber agree that a failure or delay in exercising any right, power, or privilege under this Agreement on the part of any of the Parties will not operate as a waiver of any other right, power, or privilege under this Agreement. Any single or partial exercise of any right under this Agreement will not preclude further exercise of that right in whole.
- f. The Agreement and the terms thereof shall not be assignable by Subscriber or the Kinder Morgan Pipelines to any other Person without the prior written consent of the Party not seeking assignment of the Agreement, such consent not to be unreasonably withheld; provided, however, that this Agreement may be assigned by any of the Kinder Morgan Pipelines without the consent of Subscriber to an affiliate of such Kinder Morgan Pipeline with responsibility for the operation of the DART System that agrees to assume the terms and conditions herein; and, provided that the Agreement may be assigned by either Party in whole or in part without prior written approval to any person that acquires all of the assets of, merges with, changes the name of or assumes all of the obligations of Subscriber or one or more of the Kinder Morgan Pipelines.
- g. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties regarding the subject matter herein without regard to any previous oral or written communications relating to such subject matter.

SUBSCRIBER:

GID: _____ DUNS: _____

Name: _____
(Please print)

Title: _____
(Must be an officer or authorized agent)

THE KINDER MORGAN INTERSTATE PIPELINES

Tennessee Gas Pipeline Company, L.L.C.

[illegible]

By: _____
(Please sign)

Name: _____
(Please print)

Title: _____

Signature Page to Direct Access Request Tracking (“DART”) System License Agreement

AGENCY AGREEMENT
(Interstate Natural Gas Company)

Transporter: Tennessee Gas Pipeline Company, L.L.C.

Agency Agreement No. _____

This Agency Agreement ("Agreement") is entered into effective as of the Effective Start Date specified below, by and between _____ ("Principal" or "Shipper") and _____ ("Agent").

WHEREAS, Principal has rights and obligations with Transporter;

WHEREAS, Principal desires to transfer certain rights and obligations to Agent; and Agent is willing to act as agent for Principal, as described herein;

NOW THEREFORE, Principal and Agent agree as follows:

Principal hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Business Functions") as set forth in Exhibit A and as described on Transporter's Interactive Website, for 1) the contract(s) listed on Exhibit A and entered into between Principal and Transporter pursuant to Transporter's FERC Gas Tariff ("Tariff") and managed in Transporter's Interactive Website, 2) the point(s) listed on Exhibit A, and/or 3) other agency function(s) allowed in Transporter's Interactive Website that are not contract specific or point specific, as listed on Exhibit A. Such authorization shall begin on the Effective Start Date and end on the End Date, as defined below. Agency Business Functions will be as permitted and described on Transporter's Interactive Website. Exhibit A is incorporated by reference and made a part of this Agreement for all purposes. Principal and Agent agree that they are required to comply with all provisions of the contracts listed on Exhibit A and all provisions of Transporter's Tariff.

Effective Start Date: _____. The Effective Start Date of this Agreement must be the first day of a month, unless otherwise allowed by Transporter. This Agreement must be executed, via Transporter's Interactive Website or by email delivery to Transporter (as specified on Transporter's Website) of a fully executed Agreement, at least two (2) business days prior to the Effective Start Date, unless otherwise allowed by Transporter.

End Date: _____. Principal's designation and appointment of Agent shall end on the End Date of this Agreement, which must be the last day of a month, unless otherwise allowed by Transporter; provided however, that this Agreement may be terminated at any time by the Principal or Agent, but no such termination shall be effective as to Transporter until terminated via Transporter's Interactive Website or by written notice to Transporter (as specified on Transporter's Website) by the terminating party.

By execution hereof, Agent accepts its designation and appointment as agent for Principal and agrees to act as agent for Principal in accordance with the terms hereof. Agent shall clearly specify it is acting on behalf of Principal in all actions taken in its role of Agent. Communications with, or actions by, Agent shall be deemed communications with, or actions by, Principal, and Principal accepts and agrees that Transporter may rely on all such communications by Agent on behalf of Principal rendered under the terms of this Agreement.

In the event that a communication(s) or action(s) taken by Principal and Agent are, in Transporter's sole opinion, inconsistent or conflicting, with respect to the Agency Business Functions and contracts listed on Exhibit A, then Principal understands and agrees that Transporter shall comply with the later communication or action taken by Principal or Agent, provided that such communication or action is not inconsistent with Transporter's Tariff, including applicable deadlines therein, or the terms of the applicable contract, in Transporter's sole opinion.

All notices, invoices and correspondence concerning the above-mentioned delegated duties shall be directed to Agent and Principal at the following address:

Principal Contact Person: _____
Address: _____
Telephone: _____ Fax: _____
Email Address: _____

Agent Contact Person: _____
Address: _____
Telephone: _____ Fax: _____
Email Address: _____

AGENCY AGREEMENT (continued)

Principal shall remain liable to Transporter for all of its obligations as Shipper under the contracts listed on Exhibit A, including but not limited to all payments to Transporter of all fees and charges for any services rendered under Transporter's Tariff. Principal and Agent, each, hereby indemnify and hold Transporter harmless from any and all liabilities, losses, damages, expenses and other obligations of any nature whatsoever that Transporter may suffer as a result of any and all claims, demands, costs, attorney fees and judgments against Transporter resulting from Transporter's reliance on communications and actions of Agent, including but not limited to payment made by Transporter to Agent or actions taken by Transporter pursuant to Agent's communication(s), action(s) or inaction(s) given on behalf of Principal pursuant to this Agreement.

This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Texas without regard to choice of law doctrine that refers to the laws of another jurisdiction.

In the event of a conflict between the provisions of this Agreement and the provisions of Transporter's Tariff, the provisions of the Tariff shall govern.

The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this Agreement may not be assigned.

The parties acknowledge that the execution of this Agreement via Transporter's Interactive Website or receipt by Transporter of a fully executed Agreement transmitted by email (as specified on Transporter's Website) shall constitute a valid enforceable agreement and shall legally bind the parties accordingly.

_____GID_____	_____GID_____
(Principal Name)	(Agent Name)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

AGENCY AGREEMENT (continued)

Exhibit A

Transporter: Tennessee Gas Pipeline Company, L.L.C.

Agency Agreement No. _____

Date of Agreement: _____

Principal: _____

Agent: _____

Agency Business Functions	All Contracts	All Points	Specified Contracts	Specified Points

Note: The blanks will be populated from the online request in DART.

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Second Revised Sheet No. 461	12/17/2012	RP13-295-000
Second Revised Sheet No. 462	12/17/2012	RP13-295-000
Second Revised Sheet No. 463	12/17/2012	RP13-295-000
Second Revised Sheet No. 464	12/17/2012	RP13-295-000
Second Revised Sheet No. 465	12/17/2012	RP13-295-000
First Revised Sheet Nos. 466 - 486	11/10/2011	RP12-144-000
Fifth Revised Sheet No. 487	12/1/2017	RP18-118-000
Third Revised Sheet No. 488	12/1/2017	RP18-118-000
Original Sheet No. 488A	12/1/2017	RP18-118-000
Second Revised Sheet No. 489	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 490	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 491	12/1/2017	RP18-118-000
Second Revised Sheet No. 492	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 493	12/1/2017	RP18-118-000
Second Revised Sheet No. 494	12/1/2017	RP18-118-000
Sixth Revised Sheet No. 495	12/1/2017	RP18-118-000
Third Revised Sheet No. 496	12/1/2017	RP18-118-000
Third Revised Sheet No. 497	12/1/2017	RP18-118-000
Third Revised Sheet No. 498	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 499	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 500	12/1/2017	RP18-118-000
Third Revised Sheet No. 501	12/1/2017	RP18-118-000
Third Revised Sheet No. 502	12/1/2017	RP18-118-000
Second Revised Sheet No. 503	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 504	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 505	12/1/2017	RP18-118-000

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Second Revised Sheet No. 507	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 508	12/1/2017	RP18-118-000
Third Revised Sheet No. 509	12/1/2017	RP18-118-000
Third Revised Sheet No. 510	12/1/2017	RP18-118-000
Third Revised Sheet No. 511	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 512	12/1/2017	RP18-118-000
Third Revised Sheet No. 513	12/1/2017	RP18-118-000
Third Revised Sheet No. 514	12/1/2017	RP18-118-000
Second Revised Sheet No. 515	12/1/2017	RP18-118-000
Second Revised Sheet No. 516	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 517	12/1/2017	RP18-118-000
Third Revised Sheet No. 518	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 519	12/1/2017	RP18-118-000
Third Revised Sheet No. 520	12/1/2017	RP18-118-000
Second Revised Sheet No. 521	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 522	12/1/2017	RP18-118-000
Second Revised Sheet No. 523	12/1/2017	RP18-118-000
Second Revised Sheet No. 524	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 525	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 526	12/1/2017	RP18-118-000
Second Revised Sheet No. 527	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 528	12/1/2017	RP18-118-000
Second Revised Sheet No. 529	12/1/2017	RP18-118-000
Sixth Revised Sheet No. 530	12/1/2017	RP18-118-000
Third Revised Sheet No. 531	12/1/2017	RP18-118-000
Third Revised Sheet No. 532	12/1/2017	RP18-118-000
Third Revised Sheet No. 533	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 534	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 535	12/1/2017	RP18-118-000
Third Revised Sheet Nos. 536 - 543	9/1/2015	RP15-1177-000
First Revised Sheet Nos. 544 - 564	11/10/2011	RP12-144-000
Third Revised Sheet Nos. 565 - 578	9/1/2015	RP15-1177-000
First Revised Sheet Nos. 579 - 599	11/10/2011	RP12-144-000
Fourth Revised Sheet No. 600	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 601	12/1/2017	RP18-118-000

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Original Sheet No. 601A	12/1/2017	RP18-118-000
Second Revised Sheet No. 602	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 603	12/1/2017	RP18-118-000
Third Revised Sheet No. 604	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 605	12/1/2017	RP18-118-000
Second Revised Sheet No. 606	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 607	12/1/2017	RP18-118-000
Second Revised Sheet No. 608	12/1/2017	RP18-118-000
Sixth Revised Sheet No. 609	12/1/2017	RP18-118-000
Third Revised Sheet No. 610	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 611	12/1/2017	RP18-118-000
Third Revised Sheet No. 612	12/1/2017	RP18-118-000
Third Revised Sheet No. 613	12/1/2017	RP18-118-000
Third Revised Sheet No. 614	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 615	12/1/2017	RP18-118-000
First Revised Sheet Nos. 616 - 656	11/10/2011	RP12-144-000
Third Revised Sheet No. 657	12/1/2017	RP18-118-000
Third Revised Sheet No. 658	12/1/2017	RP18-118-000
Second Revised Sheet No. 659	12/1/2017	RP18-118-000
Second Revised Sheet No. 660	12/1/2017	RP18-118-000
Third Revised Sheet No. 661	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 662	12/1/2017	RP18-118-000
Third Revised Sheet No. 662A	12/1/2017	RP18-118-000
Second Revised Sheet Nos. 663 - 667	11/10/2011	RP12-144-000
Second Revised Sheet Nos. 668 - 672	11/10/2011	RP12-144-000
Sixth Revised Sheet No. 673	12/1/2017	RP18-118-000
Second Revised Sheet No. 673A	12/1/2017	RP18-118-000
Third Revised Sheet No. 674	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 675	11/1/2019	RP20-31-000
Fourth Revised Sheet No. 676	12/1/2017	RP18-118-000
Third Revised Sheet No. 677	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 678	12/1/2017	RP18-118-000
Third Revised Sheet No. 678A	11/1/2019	RP20-31-000
Fifth Revised Sheet No. 679	12/1/2017	RP18-118-000
Third Revised Sheet No. 679A	11/1/2019	RP20-31-000
Sixth Revised Sheet No. 680	12/1/2017	RP18-118-000

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Sixth Revised Sheet No. 681	12/1/2017	RP18-118-000
First Revised Sheet No. 681A	11/1/2019	RP20-31-000
Third Revised Sheet No. 682	12/1/2017	RP18-118-000
Second Revised Sheet No. 683	12/1/2017	RP18-118-000
Third Revised Sheet No. 684	12/1/2017	RP18-118-000
Second Revised Sheet No. 685	12/1/2017	RP18-118-000
Second Revised Sheet No. 686	12/1/2017	RP18-118-000
Second Revised Sheet No. 687	12/1/2017	RP18-118-000
Third Revised Sheet No. 688	12/1/2017	RP18-118-000
Third Revised Sheet No. 689	12/1/2017	RP18-118-000
Second Revised Sheet No. 690	12/1/2017	RP18-118-000
Second Revised Sheet No. 691	12/1/2017	RP18-118-000
Third Revised Sheet No. 692	12/1/2017	RP18-118-000
First Revised Sheet Nos. 693 - 733	11/10/2011	RP12-144-000
Fourth Revised Sheet No. 734	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 735	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 736	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 737	12/1/2017	RP18-118-000
Third Revised Sheet No. 738	12/1/2017	RP18-118-000
Third Revised Sheet No. 739	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 740	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 741	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 742	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 743	12/1/2017	RP18-118-000
Third Revised Sheet No. 744	6/1/2014	RP14-835-000
Fourth Revised Sheet No. 745	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 746	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 747	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 748	12/1/2017	RP18-118-000
Third Revised Sheet No. 749	12/1/2017	RP18-118-000
Original Sheet No. 750	6/1/2020	RP20-621-001
Original Sheet No. 751	6/1/2020	RP20-621-001
Original Sheet No. 752	6/1/2020	RP20-621-001
Original Sheet No. 753	6/1/2020	RP20-621-001
Original Sheet No. 754	6/1/2020	RP20-621-001

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Original Sheet No. 756	6/1/2020	RP20-621-001
Original Sheet No. 757	6/1/2020	RP20-621-001
Original Sheet No. 758	6/1/2020	RP20-621-001
Original Sheet No. 759	6/1/2020	RP20-621-001
Original Sheet No. 760	6/1/2020	RP20-621-001
Second Revised Sheet Nos. 761-789	6/1/2020	RP20-621-001
Fourth Revised Sheet No. 790	12/1/2017	RP18-118-000
Third Revised Sheet No. 791	12/1/2017	RP18-118-000
Third Revised Sheet No. 792	12/1/2017	RP18-118-000
Fifth Revised Sheet No. 793	12/1/2017	RP18-118-000
Third Revised Sheet No. 794	12/1/2017	RP18-118-000
Third Revised Sheet No. 795	10/1/2013	RP13-545-001
Second Revised Sheet No. 796	10/1/2013	RP13-545-001
Second Revised Sheet No. 797	10/1/2013	RP13-545-001
Second Revised Sheet No. 798	10/1/2013	RP13-545-001
Second Revised Sheet No. 799	10/1/2013	RP13-545-001
Third Revised Sheet No. 800	10/1/2013	RP13-545-001
Third Revised Sheet No. 801	12/1/2017	RP18-118-000
Second Revised Sheet No. 802	12/1/2017	RP18-118-000
Second Revised Sheet No. 803	12/1/2017	RP18-118-000
Third Revised Sheet No. 804	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 805	12/1/2017	RP18-118-000
Third Revised Sheet No. 806	12/1/2017	RP18-118-000
Second Revised Sheet Nos. 807 - 808	11/10/2011	RP12-144-000
Third Revised Sheet No. 809	12/1/2017	RP18-118-000
Second Revised Sheet No. 810	12/1/2017	RP18-118-000
Second Revised Sheet No. 811	12/1/2017	RP18-118-000
Second Revised Sheet No. 812	12/1/2017	RP18-118-000
Third Revised Sheet No. 813	12/1/2017	RP18-118-000
Fourth Revised Sheet No. 814	12/1/2017	RP18-118-000
Third Revised Sheet No. 815	12/1/2017	RP18-118-000
Second Revised Sheet Nos. 816 - 817	11/10/2011	RP12-144-000
Third Revised Sheet No. 818	12/1/2017	RP18-118-000
Second Revised Sheet No. 819	12/1/2017	RP18-118-000
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Third Revised Sheet No. 822	12/1/2017	RP18-118-000
Second Revised Sheet No. 823	12/1/2017	RP18-118-000
Third Revised Sheet No. 824	12/1/2017	RP18-118-000
Second Revised Sheet No. 825	11/10/2011	RP12-882-000
Second Revised Sheet No. 826	12/1/2017	RP18-118-000
Second Revised Sheet No. 827	12/1/2017	RP18-118-000
Third Revised Sheet No. 828	12/1/2017	RP18-118-000
Second Revised Sheet No. 829	12/1/2017	RP18-118-000
Third Revised Sheet No. 830	12/1/2017	RP18-118-000
First Revised Sheet Nos. 831 - 871	11/10/2011	RP12-144-000
Third Revised Sheet No. 872	10/1/2013	RP13-545-001
Second Revised Sheet No. 873	10/1/2013	RP13-545-001
Second Revised Sheet No. 874	10/1/2013	RP13-545-001
Second Revised Sheet No. 875	10/1/2013	RP13-545-001
Original Sheet No. 875A	10/1/2013	RP13-545-001
Original Sheet No. 875B	10/1/2013	RP13-545-001
Original Sheet No. 875C	10/1/2013	RP13-545-001
Second Revised Sheet No. 876	10/1/2013	RP13-545-001
Second Revised Sheet No. 877	10/1/2013	RP13-545-001
Second Revised Sheet No. 878	10/1/2013	RP13-545-001
Second Revised Sheet No. 879	10/1/2013	RP13-545-001
Second Revised Sheet No. 880	10/1/2013	RP13-545-001
Second Revised Sheet No. 881	10/1/2013	RP13-545-001
Second Revised Sheet No. 882	10/1/2013	RP13-545-001
Second Revised Sheet No. 883	10/1/2013	RP13-545-001
Second Revised Sheet No. 884	10/1/2013	RP13-545-001
Second Revised Sheet No. 885	10/1/2013	RP13-545-001
Second Revised Sheet No. 886	10/1/2013	RP13-545-001
Second Revised Sheet No. 887	10/1/2013	RP13-545-001
Second Revised Sheet No. 888	10/1/2013	RP13-545-001
Second Revised Sheet No. 889	10/1/2013	RP13-545-001
Second Revised Sheet No. 890	10/1/2013	RP13-545-001
Second Revised Sheet No. 891	10/1/2013	RP13-545-001
Second Revised Sheet No. 892	10/1/2013	RP13-545-001
Second Revised Sheet No. 893	10/1/2013	RP13-545-001

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First Revised Sheet Nos. 895 - 935	11/10/2011	RP12-144-000
Eleventh Revised Sheet No. 936	4/13/2020	RP20-653-000
Eleventh Revised Sheet No. 937	11/1/2014	RP14-1279-000
Fifth Revised Sheet No. 938	11/1/2014	RP14-1279-000