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*Effective Date: 04/10/1997 Status: Effective*

*FERC Docket: CP97-166-001*

**Second Revised Sheet No. 58** Southern Natural Gas Company: Original Volume No. 2  
Second Revised Sheet No. 58 : Effective  
Superseding: First Revised Sheet No. 58

Cancellation of Rate Schedule X-8

Notice is hereby given that effective March 7, 1997, Rate Schedule X-8, constituting Original Sheet Nos. 62B, 68.1, 69A-69J and First Revised Sheet Nos. 58, 68A, 69, Second Revised Sheet Nos. 64 and 65, Third Revised Sheet Nos. 67 and 68, Fourth Revised Sheet Nos. 62A, 63 and 66 and Sixth Revised Sheet Nos. 59, 60, 61 and 62 of the FERC Gas Tariff of Southern Natural Gas Company, is to be cancelled.

*Effective Date: 08/13/1996 Status: Effective*

*FERC Docket: CP96-498-002*

**Third Revised Sheet No. 304** Third Revised Sheet No. 304 : Effective  
Superseding: Second Revised Sheet No. 304

CANCELLATION OF RATE SCHEDULE X-35

Notice is hereby given that effective August 13, 1996, Rate Schedule X-35, consisting of Second Revised Sheet Nos. 304 and 305, First Revised Sheet Nos. 306-308 and 310, and Original Sheet Nos. 308a, 309 and 311-313 of the FERC Gas Tariff of Southern Natural Gas Company is cancelled.

*Effective Date: 05/16/1997 Status: Effective*

*FERC Docket: CP96-585-001*

**First Revised Sheet No. 314** First Revised Sheet No. 314 : Effective  
Superseding: Original Sheet No. 314

CANCELLATION OF RATE SCHEDULE X-36

Notice is hereby given that effective April 23, 1997, Rate Schedule X-36, consisting of Original Sheet Nos. 314-329 of the FERC Gas Tariff of Southern Natural Gas Company is cancelled.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 369** First Sub. Sixteenth Rev. Sheet No. 369 : Effective  
Superseding: Fifteenth Revised Sheet No. 369

RATE SCHEDULE X-41 (Continued)  
ARTICLE VI  
(Remuneration)

Section A. Transco agrees to pay Southern during each month a transportation charge of 30.8¢ per Mcf at 14.73 psia of gas redelivered at the Redelivery Point. 1/

Section B. Transco agrees that Southern shall, without further agreement by Transco, have the right to change this transportation charge and to file notices of such change with the Federal Energy Regulatory Commission (Commission) pursuant to Section 4 of the Natural Gas Act from time to time whenever, in Southern's judgment, such change is necessary to assure it of just and reasonable rates under the provisions of the Natural Gas Act.

Nothing herein contained shall prejudice the rights of Transco to contest in good faith subsequent changes to the transportation charge set forth above with regard to the services rendered hereunder by Southern.

Section C. On or before the 25th day of each calendar month, Transco shall make payment to Southern for the transportation service provided during the preceding calendar month.

Section D. Should Transco fail to pay any amount due by the last day of the month following the month in which the transportation service was rendered, interest on the unpaid amount shall accrue at the rate equal to the prime rate then being charged by The Chase Manhattan Bank, N.A., from the date when due until paid. If any such failure continues for 60 days, Southern may suspend deliveries of gas, but the exercise of such right shall be in addition to any other remedy available to Southern.

ARTICLE VII  
(Term)

This Agreement shall become effective on the date hereof and it shall continue and remain in effect for a period of five (5) years from the date of first deliveries hereunder; after the primary term this Agreement shall remain in effect from year to year, subject to cancellation of six (6) months' advance written notice by either party. Deliveries of gas shall commence hereunder upon receipt and acceptance by Southern of the necessary Commission certificate of public convenience and necessity.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 397** First Sub. Sixteenth Rev. Sheet No. 397 : Effective  
Superseding: Fifteenth Revised Sheet No. 397  
RATE SCHEDULE X-43 (Continued)

ARTICLE V  
(Remuneration)

Section A. Transco agrees to pay Southern during each month a transportation charge as follows:

- (1) A Demand Charge:  
Fixed amount per month for the operation and maintenance of metering facilities at the Delivery Point. \$90.00
- (2) A Commodity Charge:  
Per 1,000 cubic feet at 14.73 psia of gas redelivered at the Redelivery Point 29.2 > 1/

Section B. Transco agrees that Southern shall, without further agreement by Transco, have the right to change this Commodity Charge and to file notices of such change with the Federal Energy Regulatory Commission pursuant to Section IV of the Natural Gas Act from time to time whenever, in Southern's judgment, such change is necessary to assure it of just and reasonable rates under the provisions of the Natural Gas Act.

Likewise, Southern shall, on each one year anniversary of the effective date of this Agreement, have the right, upon receiving any necessary Federal Energy Regulatory Commission authorization therefor, to change the amount of the aforesaid Demand Charge to reflect increases or decreases, as the case may be, in the cost of operation and maintenance of metering facilities at the Delivery Point.

Section C. On or before the 25th day of each calendar month, Transco shall make payment to Southern for the transportation service provided during the preceding calendar month.

Section D. Should Transco fail to pay any amount due by the last day of the month following the month in which the transportation service was rendered, interest thereon shall accrue at the rate equal to the prime rate then being charged by The Chase Manhattan Bank, N.A., from the date then due until paid. If any such failure continues for 60 days, Southern may suspend deliveries of gas, but the exercise of such right shall be in addition to any other remedy available to Southern.

- 1/ Revised Charge: Winter 27.7 > Summer 16.7 >  
Plus the ACA unit charge and the volumetric Take-or-Pay Surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 403** First Sub. Twelfth Rev. Sheet No. 403 : Effective  
Superseding: Eleventh Revised Sheet No. 403  
RATE SCHEDULE X-44

Statement on Determination of Rate Effective  
June 1, 1980 for Transportation of Gas by  
Southern Natural Gas Company for United Gas  
Pipe Line Company from Eugene Island Block 57  
to Eugene Island Block 32, Offshore Louisiana.

Article V of Southern's Rate Schedule X-44 provides that United shall be charged a monthly demand charge based on the following calculation:

$$A \times B \times C \times \frac{U}{U + S} = \frac{\text{Annual Charge}}{12} = \text{Monthly Charge}$$

where: A = Gross capital investment in facilities extending from point of receipt to delivery point  
B = Southern's investment as percentage of A  
C = Percentage of Cost of Service Factor for Investment Cost  
U = United's Percentage Ownership Share of the Gas from the Block 57 Field  
S = Southern's Percentage Ownership Share of the Gas from the Block 57 Field

In accordance with the above calculation, the Monthly Charge is \$10,112.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 450** First Sub. Sixteenth Rev. Sheet No. 450 : Effective  
Superseding: Fifteenth Revised Sheet No. 450  
RATE SCHEDULE X-48 (Continued)

2. It is recognized that because of dispatching and other variations, certain imbalances may occur between the volume of gas delivered hereunder by Transco at the Delivery Point and the volumes of gas redelivered hereunder by Southern at the Redelivery Point. Such imbalances shall be corrected, insofar as practicable, during the following month. All gas delivered or redelivered hereunder on each day shall be delivered at as constant rates as practicable.

ARTICLE IV  
(Delivery Pressures)

1. All gas delivered hereunder by or for Transco shall be delivered at pressures sufficient to enter Southern's system at the working pressures maintained at the Delivery Point from time to time. Southern shall not be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations.

2. All gas redelivered hereunder by Southern at the Redelivery Point shall be redelivered at a pressure sufficient to enter Transco's line at such point; provided, however, that Southern shall not be required to install additional facilities to redeliver such gas at any point.

ARTICLE V  
(Rates and Statements)

1. Transco agrees to pay Southern during each month service is performed pursuant to this Agreement a transportation charge of 33¢ per Mcf (at 14.73 psia) of gas redelivered to Transco at the Redelivery Point. 1/

2. The transportation charge applicable hereunder shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission, or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Transco agrees that Southern shall, at all times during the term hereof, have the right to effect changes in the transportation charge applicable hereunder by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure that Southern will receive just and reasonable compensation for the services performed hereunder for Transco. Nothing herein contained shall prejudice the rights of Transco to contest in good faith subsequent changes to the transportation charge set forth above with regard to the services rendered hereunder by Southern.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and volumetric Take-or-Pay Surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 458** First Sub. Sixteenth Rev. Sheet No. 458 : Effective  
Superseding: Fifteenth Revised Sheet No. 458  
RATE SCHEDULE X-49 (Continued)

Section B. On or before the 15th day of each calendar month, Southern shall deliver to Transco a statement setting out the amounts due for the transportation service and the operation of the measurement facilities provided during the prior month and reflecting the volumes of gas and other pertinent information.

Section C. On or before the 25th day of each calendar month, Transco shall make payment to Southern for the above services provided during the preceding calendar month.

Section D. Should Transco fail to pay any amount due by the last day of the month following the month in which the above services were provided, interest on the unpaid amount shall accrue at the rate equal to the prime rate then being charged by The Chase Manhattan Bank, N.A., from the date when due until paid. If any such failure continues for 60 days, Southern may suspend deliveries of gas, but the exercise of such right shall be in addition to any other remedy available to Southern.

Section E. Transco shall have the right, at reasonable hours, to examine the charts, books and records of Southern, to the extent necessary to verify the accuracy of any statement furnished by Southern pursuant to Section A of this Article V. If such examination reveals an inaccuracy, the necessary adjustments shall be promptly made.

ARTICLE VI  
(Remuneration)

Section A. Transco agrees to pay Southern each month a transportation charge of thirty-five cents (35¢) per Mcf at 14.73 psia of gas redelivered at the Redelivery Point. 1/

Section B. Transco agrees that Southern shall without further agreement by Transco, have the right to change this transportation charge and to file notices of such change with the Federal Energy Regulatory Commission (Commission) pursuant to Section 4 of the Natural Gas Act from time to time whenever, in Southern's judgment, such change is necessary to assure it of just and reasonable rates under the provisions of the Natural Gas Act.

Nothing herein contained shall prejudice the rights of Transco to contest in good faith subsequent changes to the transportation charge set forth above with regard to the services rendered hereunder by Southern.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Second Rev. Sheet No. 468** First Sub. Second Rev. Sheet No. 468 : Effective  
Superseding: First Revised Sheet No. 468  
Rate Schedule X-50 (Continued)

ARTICLE III

(Quantities of Gas)

1. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to receive such daily quantity of gas, hereinafter referred to as "MMBTU delivery quantity", as may be tendered and delivered by or for the account of United at the Point of Delivery up to a maximum delivery rate of ninety thousand (90,000) MMBTU per day, or, at such greater or lesser rate as Southern may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

2. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to United at the Point of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBTU redelivery quantity", which shall be equal to the MMBTU delivery quantity, less (i) a percentage thereof in the amount hereinafter set forth (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel and unaccounted for losses) attributable to the transportation service provided hereunder to United (ii) United's pro rata share of any gas which may be vented or lost for any reason other than Southern's gross negligence from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and (iii) all shrinkage resulting from the extraction of liquefiable hydrocarbons and fuel consumed in the processing of gas transported for United hereunder. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be one percent (1%) of the MMBTU delivery quantity for that quantity redelivered to United at St. Mary Parish, Louisiana and three and one-half percent (3.5%) of the MMBTU delivery quantity for that quantity redelivered to United at Perryville, Ouachita Parish, Louisiana and/or Kosciusko, Attalla County, Mississippi, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which United's gas will be transported hereunder. 1/

3. The MMBTU delivery quantity and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. United shall notify, or cause to be notified, Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder at the beginning of each day or at such other time or interval as the dispatchers may agree upon. Southern's dispatcher shall likewise notify United's dispatcher of the anticipated MMBTU redelivery quantity for each such period of time.

4. Any imbalance in accumulated delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in

1/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 470** First Sub. Sixteenth Rev. Sheet No. 470 : Effective  
Superseding: Fifteenth Revised Sheet No. 470  
RATE SCHEDULE X-50 (Continued)

2. The gas to be redelivered by Southern to United hereunder shall be delivered and received at the maximum pressure available from time to time in Southern's pipeline facilities at the Point of Redelivery; it being understood and agreed that United shall have the right but not an obligation, at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the point of Redelivery.

ARTICLE VI  
(Transportation Service Charges, Taxes)

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, United agrees to pay to Southern for the service and transportation provided hereunder Nineteen and Nine-tenths (19.9) cents for each MMBTU delivered by Southern at the Point of Redelivery.  
1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. United agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for United. Nothing herein contained shall prejudice the rights of United to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI, United shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for United hereunder to the extent such taxes are not included in the rates provided in Article VI., excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for United as herein provided.

ARTICLE VII  
(Term)

1. This Agreement shall be in full force and effect as of the date first hereinabove written, and subject to Paragraph 3., Article XV., hereof, shall remain in full force and effect for a primary term of ten (10) years.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Second Rev. Sheet No. 518** First Sub. Second Rev. Sheet No. 518 : Effective  
Superseding: First Revised Sheet No. 518  
RATE SCHEDULE X-54 (continued)  
TRANSPORTATION AGREEMENT

materials). The title to all such facilities, surface rights, equipment and/or materials shall remain in Southern. 1/

4. The receipt, transportation and redelivery of gas hereunder shall commence on a date, herein referred to as "effective date", which is mutually agreeable to Arkla and Southern subsequent to receipt and acceptance of all necessary regulatory authorizations and the proper installation of any facilities and appurtenances required hereunder.

ARTICLE III  
(Quantities of Gas)

1. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to receive such daily quantity of gas, hereinafter referred to as "MMBtu delivery quantity", as may be tendered and delivered by or for the account of Arkla at the Point of Delivery up to a maximum delivery rate of twenty thousand (20,000) MMBtu per day, or, at such greater or lesser rate as Southern may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

2. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to Arkla at the Point(s) of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBtu redelivery quantity", which shall be equal to the MMBtu delivery quantity, less (i) a percentage thereof in the amount hereinafter set forth (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel, unaccounted for losses, etc.), attributable to the transportation service provided hereunder for Arkla; (ii) Arkla's prorata share of any gas which may be vented or lost for any reason from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and (iii) all shrinkage resulting from the extraction of liquefiable hydrocarbons and fuel consumed in the processing of gas transported for Arkla hereunder. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be three and one-half percent (3.5%) of the MMBtu delivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Arkla's gas will be transported hereunder. 2/

3. Consistent with the provisions of ARTICLE XII hereof, AER shall nominate gas for transportation hereunder by notifying Southern of the quantity of gas it has available at the Delivery Point and of the quantity of gas it desires to have redelivered at each Redelivery Point, not less than twelve (12) hours prior to the beginning of any

1/ Per amendment dated August 15, 1985.

2/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Sixteenth Rev. Sheet No. 520** First Sub. Sixteenth Rev. Sheet No. 520 : Effective  
Superseding: Fifteenth Revised Sheet No. 520  
RATE SCHEDULE X-54 (Continued)

the gas delivered to Southern by or for the account of Arkla hereunder, or gas redelivered by Southern to Arkla hereunder, shall ever be required to be odorized by law or otherwise, Arkla shall odorize or cause such gas to be odorized at Arkla's expense.

ARTICLE V  
(Pressure)

1. The gas to be delivered by or for the account of Arkla to Southern hereunder shall be delivered into Southern's pipeline facilities at the Point of Delivery against the pressure existing therein from time to time.

2. The gas to be redelivered by Southern to Arkla hereunder shall be delivered and received at the maximum pressure available from time to time in Southern's pipeline facilities at the Point(s) of Redelivery; it being understood and agreed that Arkla shall, at its sole cost and expense, install and operate any compression facilities required to effect receipt of such gas at the Point(s) of Redelivery.

ARTICLE VI  
(Transportation Service Charges, Taxes)

1. (a) Commencing with the effective date hereof and until such rate was changed as hereinafter provided in this ARTICLE VI, AER agreed to pay to Southern as the charges for the service and transportation provided hereunder a rate of nineteen and nine-tenths cents (19.9¢) for each MMBTU of gas delivered hereunder by Southern at the Shadyside Point. Rate changes subsequent to the effective date have caused the aforementioned initial rate to be thirty-three and two-tenths cents (33.2¢) 1/ 4/ as of October 1, 1984. 2/

(b) Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE VI, AER agrees to pay to Southern as the charges for the service and transportation provided hereunder a rate of thirty-seven and one-tenth cents (37.1¢) 3/ 4/ for each MMBTU of gas delivered hereunder by Southern at the Lake St. John Point. 2/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Arkla agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed

- 1/ Revised Charge: Winter 27.7¢ Summer 16.7¢
- 2/ Per amendment dated August 15, 1985
- 3/ Revised Charge: Winter 27.7¢ Summer 16.7¢
- 4/ Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Thirteenth Rev. Sheet No. 537** First Sub. Thirteenth Rev. Sheet No. 537 : Effective  
Superseding: Twelfth Revised Sheet No. 537  
RATE SCHEDULE X-55

GENERAL TERMS AND CONDITIONS (Continued)  
ARTICLE VI  
(Transportation Service Charges, Taxes)

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, Texaco agrees to pay to Southern each month for the service and transportation provided hereunder, the sum equal to the greater of twenty-eight and four-tenths cents (28.4¢) for each Mcf (at 14.73 psia) of gas redelivered to Texaco at the Point of Redelivery or \$500 per month during the term of this Agreement to cover maintenance and administrative costs and overheads and other costs associated with the service described herein. 1/

2. The transportation rate set forth in Paragraph 1 shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Texaco agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Texaco. Nothing herein contained shall prejudice the rights of Texaco to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Texaco shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern directly upon the receipt, transportation and redelivery of gas for Texaco or the gross receipts derived therefrom excluding, however, corporate taxes based on net income or net worth, ad valorem taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Texaco as herein provided, or taxes similar to the above. As a condition to the reimbursement, Southern agrees that before the payment of any tax or assessment for which reimbursement is sought, Southern will give Texaco timely notice thereof and cooperate with Texaco should Texaco elect to defend (as Texaco's cost and expense) against such tax assessment.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Eleventh Rev. Sheet No. 554** First Sub. Eleventh Rev. Sheet No. 554 : Effective  
Superseding: Tenth Revised Sheet No. 554  
RATE SCHEDULE X-56 (Continued)

pursuant to the terms and provisions of the Carthage Transportation Agreement.

3. The gas to be redelivered by Southern to United at the Gwinville Point of Exchange shall be delivered at pressures sufficient to enter United's pipeline facilities at said point against the pressures existing therein from time to time.

4. It is understood and agreed that Southern or United shall have the right but not obligation to install, maintain and operate compression facilities to effect delivery and redelivery of gas hereunder.

#### VI. RATES AND TAXES

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, United agrees to pay to Southern for the transportation service performed hereunder a monthly Demand Charge equal to the MMBTU Delivery Quantity times \$1.07. 1/

2. In addition to the Demand Charge specified above, United agrees to pay Southern a Commodity Charge of six and nine-tenths (6.9) cents for each MMBTU received by Southern from United during any day which is in excess of the MMBTU Delivery Quantity. If Southern for any reason, other than failure of United to tender and deliver gas, fails or is unable to receive at the Point of Receipt on any one or more days the MMBTU Delivery Quantity, the monthly Demand Charge shall be reduced by the Commodity Charge for each MMBTU which Southern failed to take on such day or days.

3. The Demand Charge and/or the Commodity Charge applicable hereunder from time to time shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. United agrees that Southern shall, at all times during the term hereof, have the right to effect changes in the Demand Charge and/or the Commodity Charge applicable hereunder by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the transportation services performed hereunder for United. Nothing herein contained shall prejudice the rights of United to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

4. In addition to the amounts due pursuant to this Article VI, United shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation

1/ Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 580** First Sub. First Rev. Sheet No. 580 : Effective  
Superseding: Original Sheet No. 580  
RATE SCHEDULE X-58 (Continued)

III. QUANTITIES OF GAS

1. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to receive such daily quantity of gas, hereinafter referred to as "MMBtu delivery quantity", as may be tendered and delivered by or for the account of Transco at the Point of Delivery up to a maximum delivery rate of three thousand (3,000) MMBtu per day as measured at the Point of Measurement, or at such greater or lesser rate as Southern may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

2. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to Transco at the Point of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBtu redelivery quantity", which shall be equal to the MMBtu delivery quantity, less (i) a percentage thereof in the amount hereinafter set forth (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel, losses, etc.), attributable to the transportation service provided hereunder for Transco, and (ii) Transco's prorata share of any gas which may be vented or lost for any reason other than gross negligence on the part of Southern from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and (iii) all shrinkage resulting from the extraction of liquefiable hydrocarbons and fuel consumed in the processing of gas transported for Transco hereunder downstream from the point of measurement. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be three and one-half percent (3.5%) of the MMBtu delivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Transco's gas will be transported hereunder. 1/

3. The MMBtu delivery quantity and the MMBtu redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Transco shall notify, or cause to be notified, Southern's dispatcher of the MMBtu delivery quantity scheduled for delivery hereunder at the beginning of each day or at such other time or interval as may be mutually agreed upon. Southern's dispatcher shall likewise notify Transco's dispatcher of the anticipated MMBtu redelivery quantity for each such period of time.

1/ Revised fuel used and unaccounted for charge: 2.6%

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Thirteenth Rev. Sheet No. 582** First Sub. Thirteenth Rev. Sheet No. 582 : Effective  
Superseding: Twelfth Revised Sheet No. 582  
RATE SCHEDULE X-58 (Continued)

- operate compression facilities to effect delivery of such gas at said points.
2. The gas to be redelivered by Southern to Transco hereunder shall be delivered and received at the maximum pressure available from time to time in Southern's pipeline facilities at the Point of Redelivery, it being understood and agreed that Transco shall have the right but not the obligation at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, Transco agrees to pay to Southern for the service and transportation provided hereunder sixty-one and seven-tenths cents (61.7) 1/ for each MMBTU redelivered by Southern to Transco at the Point of Redelivery.
2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Transco agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Transco. Nothing herein contained shall prejudice the rights of Transco to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.
3. In addition to the amounts otherwise due pursuant to this Article VI., Transco shall, to the extent such amounts are not included in the charges hereinabove provided, pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Transco hereunder, excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Transco as herein provided.

VII. TERM

1. This agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article 1/  
Revised Charge: Winter 27.7> Summer 16.7>  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Thirteenth Rev. Sheet No. 599** First Sub. Thirteenth Rev. Sheet No. 599 : Effective  
Superseding: Twelfth Revised Sheet No. 599  
RATE SCHEDULE X-59 (Continued)

change the Transportation Quantity and/or the quantity to be received at each Delivery Point during any day upon four hours' prior notice to Peoples.

ARTICLE IV  
(Transportation Charges)

Section A. Peoples shall pay Southern the following transportation rates for gas delivered to Southern by Peoples for transportation hereunder: 1/

- (a) 21.1¢ per MMBTU for all gas received by Southern for transportation at the Pugh Point and the Rose Hill Point; 1/
- (b) 21.1¢ per MMBTU for all gas received by Southern for transportation at the Romere Pass Point less the 1% of such gas retained as the quantity deemed used for company use and lost or unaccounted for gas and less any shrinkage, fuel, or losses resulting from or consumed in the processing of gas hereunder for the account of Peoples. 1/

Section B. The charges applicable hereunder from time to time shall be subject to adjustment pursuant to any order issued by the Federal Energy Regulatory Commission (FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Peoples agrees that Southern shall, at all times during the term hereof and without further agreement by Peoples, have the right to effect changes in the charges applicable hereunder by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the transportation services performed hereunder for Peoples. Nothing herein contained shall prejudice the rights of Peoples to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

Section C. Peoples agrees to reimburse Southern for all taxes which may be levied upon and/or paid by Southern with respect to the transportation service performed hereunder.

ARTICLE V  
(Term)

Section A. This Agreement shall be effective as of the date first hereinabove written and, subject to the terms and conditions hereof, shall remain in full force and effect through October 31, 1984; and unless cancelled by either Party on October 31, 1984, by thirty (30) days' advance written notice to the other Party, this Agreement shall remain in effect for successive ninety (90) day periods, subject to cancellation on ninety

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢

Plus the ACA unit charge and the volumetric Take-or-Pay Surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 616** First Sub. First Rev. Sheet No. 616 : Effective  
Superseding: Original Sheet No. 616  
Rate Schedule x-60 (Continued)

capacity in its existing pipeline and compression facilities not required for its own use from time to time, Southern agrees, in accordance with all of the terms, conditions and limitations herein set forth, to receive at the Point of Delivery such gas as may be tendered and delivered by or for the account of Florida and to transport and redeliver such gas to Florida at the Point of Redelivery in the quantities, in the manner and for the term hereinafter provided.

3. It is understood and agreed by and between the parties hereto that Southern's pipeline facilities downstream of the Point of Delivery may become inadequate to transport the maximum MMBTU delivery quantity hereunder through its available excess capacity. At the written request of Florida, or with Florida's prior approval of a written request initiated by Southern, and subject to prior Commission authorization, Southern shall construct or cause to be constructed the additional pipeline facilities necessary, in the sole judgment of Southern, to increase the capacity of its then existing pipeline facilities in accordance with the request as hereinabove set forth; provided, however, that nothing contained herein shall affect the terms and conditions of the service to be performed under this Agreement. Florida agrees to reimburse Southern upon the receipt of a bill for Florida's pro rata share of any and all actual costs, including a reasonable overhead, incurred by Southern attributable to the additional facilities constructed hereunder, but title to such additional pipeline facilities shall remain in Southern. 1/

### III. QUANTITIES OF GAS

1. Commencing on the date of initial delivery of gas hereunder and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to receive such daily quantity of gas, hereinafter referred to as "MMBTU delivery quantity", as may be tendered and delivered by or for the account of Florida at the Point of Delivery up to a maximum delivery rate of 45,000 MMBTU per day as measured at the point of measurement prescribed in Section 1 of Article VIII hereof, or, at such greater or lesser rate as Southern may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

2. Commencing on the effective date of initial delivery of gas hereunder and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to Florida at the Point of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBTU redelivery quantity", which shall be equal to the MMBTU delivery quantity, less: (i) 1% thereof, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Florida's gas will be transported hereunder (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel, unaccounted for losses, etc., attributable to the transportation service provided hereunder for Florida); (ii) Florida's pro rata share of any gas which may be vented or lost for any reason other than Southern's gross negligence from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and, (iii) fuel, shrinkage, and other 2/

1/ As amended by agreement dated March 4, 1982.

2/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 618** First Sub. Twelfth Rev. Sheet No. 618 : Effective  
Superseding: Eleventh Revised Sheet No. 618  
RATE SCHEDULE X-60 (Continued)

Southern's pipeline facilities at the Point of Redelivery; it being understood and agreed that Florida shall have the right but not an obligation, at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, Florida agrees to pay Southern for the service and transportation provided hereunder thirty cents (30¢) for each MMBTU delivered by Southern at the Point of Redelivery. 1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Florida agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Florida. Nothing herein contained shall prejudice the rights of Florida to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Florida shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Florida hereunder to the extent such taxes are not included in the rates provided in Article VI., excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Florida as herein provided.

VII. TERM

1. This Agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article XV., hereof, shall remain in full force and effect for a primary term of ten (10) years from the effective date hereof, and shall extend year to year thereafter unless and until terminated by either party hereto giving prior written notice to the other party of not less than one (1) year, upon which termination may be made effective at the end of said primary term or at the end of any year thereafter.

VIII. MEASUREMENT

1. It is recognized that there are no measuring facilities at the Point of Delivery and that no measuring facilities are contemplated at said point. Accordingly, Florida and Southern agree that for purposes hereof, the point of measurement of gas received by Southern at the Point of Delivery shall be a measuring station owned

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 634** First Sub. First Rev. Sheet No. 634 : Effective  
Superseding: Original Sheet No. 634

RATE SCHEDULE X-61 (Continued)

such loss therefrom; and, (iii) fuel, shrinkage, and other uses or losses of gas resulting from the processing of gas transported for Michigan Wisconsin hereunder. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be one percent (1.0%) of the MMBTU delivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Michigan Wisconsin's gas will be transported hereunder. 1/

3. The MMBTU delivery quantity and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Prior to the commencement of deliveries hereunder and thereafter prior to each change in delivery rate, Michigan Wisconsin shall notify, or cause to be notified, Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder. Southern's dispatcher shall likewise give prior notice to Michigan Wisconsin's dispatcher of the anticipated MMBTU redelivery quantity hereunder.

4. Any imbalance in accumulated delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in the MMBTU redelivery quantity of gas delivered or to be delivered to Michigan Wisconsin at the Point of Redelivery hereunder.

5. Notwithstanding any provision herein to the contrary, it is specifically agreed that if at any time and from time to time during the term hereof, Southern is unable, for any reason, to receive for transportation hereunder, all or any portion of the MMBTU delivery quantity of gas which Michigan Wisconsin tenders or causes to be tendered in accordance with the provisions hereof, Michigan Wisconsin shall have the right, during such periods of Southern's said inability, to deliver such gas which Southern is so unable to receive, to others for transportation and/or disposition other than hereunder.

#### IV. CONTROL AND LIABILITY

1. As between the parties hereto, Michigan Wisconsin shall be deemed to be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to Southern at the Point of Delivery, after which delivery Southern shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby until such gas is redelivered to Michigan Wisconsin at the Point of Redelivery. After redelivery of the gas at the Point of Redelivery, Michigan Wisconsin as between the parties hereto, shall be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.

#### V. PRESSURE

1. The gas to be delivered by or for the account of Michigan Wisconsin to Southern hereunder shall be delivered into Southern's pipeline facilities at the Point of Delivery against the pressure existing therein from time to time; provided, however, that Michigan Wisconsin shall not be required to install, maintain and operate

1/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 635** First Sub. Twelfth Rev. Sheet No. 635 : Effective  
Superseding: Eleventh Revised Sheet No. 635  
RATE SCHEDULE X-61 (Continued)

compression facilities to effect the delivery of gas hereunder.

2. The gas to be redelivered by Southern to Michigan Wisconsin hereunder shall be delivered and received at the maximum pressure available from time to time in Southern's pipeline facilities at the point of Redelivery; it being understood and agreed that Michigan Wisconsin shall have the right but not an obligation, at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Michigan Wisconsin agrees to pay Southern for the service and transportation provided hereunder thirty cents (30¢) for each MMBTU delivered by Southern at the Point of Redelivery. 1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Michigan Wisconsin agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Michigan Wisconsin. Nothing herein contained shall prejudice the rights of Michigan Wisconsin to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Michigan Wisconsin shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Michigan Wisconsin hereunder to the extent such taxes are not included in the rates provided in Article VI., excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Michigan Wisconsin as herein provided.

VII. TERM

1. This Agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article XV., hereof, shall remain in full force and effect for a primary term of ten (10) years from the effective date hereof, and shall extend year to year thereafter unless and until terminated by either party hereto giving prior written notice to the other party of not less than one (1) year, upon which termination may be made effective at the end of said primary term or at the end of any year thereafter.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay Surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 651** First Sub. First Rev. Sheet No. 651 : Effective  
Superseding: Original Sheet No. 651

RATE SCHEDULE X-62 (Continued)

for Northern; (ii) Northern's pro rata share of any gas which may be vented or lost for any reason other than Southern's gross negligence from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and, (iii) fuel, shrinkage, and other uses or losses of gas resulting from the processing of gas transported for Northern hereunder. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be one percent (1.0%) of the MMBTU delivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Northern's gas will be transported hereunder. 1/

3. The MMBTU delivery quantity and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Prior to the commencement of deliveries hereunder and thereafter prior to each change in delivery rate, Northern shall notify, or cause to be notified, Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder. Southern's dispatcher shall likewise give prior notice to Northern's dispatcher of the anticipated MMBTU redelivery quantity hereunder.

4. Any imbalance in accumulated delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in the MMBTU redelivery quantity of gas delivered or to be delivered to Northern at the Point of Redelivery hereunder.

5. Notwithstanding any provision herein to the contrary, it is specifically agreed that if at any time and from time to time during the term hereof, Southern is unable, for any reason, to receive for transportation hereunder, all or any portion of the MMBTU delivery quantity of gas which Northern tenders or causes to be tendered in accordance with the provisions hereof, Northern shall have the right, during such periods of Southern's said inability, to deliver such gas which Southern is so unable to receive, to others for transportation and/or disposition other than hereunder.

IV. CONTROL AND LIABILITY

1. As between the parties hereto, Northern shall be deemed to be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to Southern at the Point of Delivery, after which delivery Southern shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby until such gas is redelivered to Northern, or for Northern's account, at the Point of Redelivery. After redelivery of the gas at the Point of Redelivery, Northern as between the parties hereto, shall be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.

V. PRESSURE

1. The gas to be delivered by or for the account of Northern to Southern hereunder shall be delivered into Southern's pipeline facilities at the Point of Delivery against the pressure existing therein from time to time; provided, however, that

1/ Revised fuel used and unaccounted for charge:1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 652** First Sub. Twelfth Rev. Sheet No. 652 : Effective  
Superseding: Eleventh Revised Sheet No. 652  
RATE SCHEDULE X-62 (Continued)

Northern shall not be required to install, maintain and operate compression facilities to effect the delivery of gas hereunder.

2. The gas to be redelivered by Southern to Northern hereunder shall be delivered and received at the maximum pressure available from time to time in Sea Robin's pipeline facilities at the Point of Redelivery; it being understood and agreed that Northern shall have the right but not an obligation, at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

#### VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Northern agrees to pay to Southern for the service and transportation provided hereunder thirty cents (30¢) for each MMBTU delivered by Southern at the Point of Redelivery. 1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Northern agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Northern. Nothing herein contained shall prejudice the rights of Northern to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Northern shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Northern hereunder to the extent such taxes are not included in the rates provided in Article VI., excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Northern as herein provided.

#### VII. TERM

1. This Agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article XV., hereof, shall remain in full force and effect for a primary term of ten (10) years from the effective date hereof, and shall extend year to year thereafter unless and until terminated by either party hereto giving prior written notice to the other party of not less than one (1) year, upon which termination may be made effective at the end of said primary term or at the end of any year thereafter.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Second Rev. Sheet No. 668** First Sub. Second Rev. Sheet No. 668 : Effective  
Superseding: First Revised Sheet No. 668

RATE SCHEDULE X-63 (Continued)

hereunder, a daily quantity of gas, hereinafter referred to as "MMBTU redelivery quantity", which shall be equal to the MMBTU delivery quantity, less: (i) a percentage thereof in the amount hereinafter set forth (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel and unaccounted for losses) attributable to the transportation service provided hereunder for Transco; (ii) Transco's pro rata share of any gas which may be vented or lost for any reason other than Southern's gross negligence from that portion of Southern's facilities being utilized hereunder at the time of any such loss therefrom; and, (iii) fuel, shrinkage and other uses or losses of gas resulting from the processing of gas transported for Transco hereunder. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be one percent (1.0%) of the MMBTU delivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Transco's gas will be transported hereunder. 1/

3. The MMBTU delivery quantity and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Prior to the commencement of deliveries hereunder and thereafter prior to each change in delivery rate, Transco shall notify, or cause to be notified, Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder. Southern's dispatcher shall likewise give prior notice to Transco's dispatcher of the anticipated MMBTU redelivery quantity hereunder.

4. Any imbalance in accumulated delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in the MMBTU redelivery quantity of gas delivered or to be delivered to Transco at the Point of Redelivery hereunder.

5. Notwithstanding any provision herein to the contrary, it is specifically agreed that if at any time and from time to time during the term hereof, Southern is unable, for any reason, to receive for transportation hereunder, all or any portion of the MMBTU delivery quantity of gas which Transco tenders or causes to be tendered in accordance with the provisions hereof, Transco shall have the right, during such periods of Southern's said inability, to deliver such gas which Southern is so unable to receive, to others for transportation and/or disposition other than hereunder.

#### IV. CONTROL AND LIABILITY

1. As between the parties hereto, Transco shall be deemed to be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to Southern at the Point of Delivery, after which delivery Southern shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby until such gas is redelivered to Transco at the Point of Redelivery. After redelivery of the gas at the

1/ Revised fuel used and unaccounted for charge: 1.5%

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Thirteenth Rev. Sheet No. 669** First Sub. Thirteenth Rev. Sheet No. 669 : Effective  
Superseding: Twelfth Revised Sheet No. 669  
RATE SCHEDULE X-63 (Continued)

2. The gas to be redelivered by Southern to Transco hereunder shall be delivered and received at the maximum pressure available from time to time in Southern's pipeline facilities at the Point of Redelivery; it being understood and agreed that Transco shall have the right but not an obligation, at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Transco agrees to pay to Southern for the service and transportation provided hereunder thirty cents (30¢) for each MMBTU delivered by Southern at the Point of Redelivery. 1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern pursuant to Section 4 of the Natural Gas Act. Transco agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Transco. Nothing herein contained shall prejudice the rights of Transco to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Transco shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Transco hereunder to the extent such taxes are not included in the rates provided in Article VI., excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Transco as herein provided.

VII. TERM

1. This Agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article XV., hereof, shall remain in full force and effect for a primary term of ten (10) years from the effective date hereof, and shall extend year to year thereafter unless and until terminated by either party hereto giving prior written notice to the other party of not less than one (1) year, upon which termination may be made effective at the end of said primary term or at the end of any year thereafter.

VIII. MEASUREMENT

1. It is recognized that there are no measuring facilities at the Point of Delivery and that no measuring facilities are contemplated at said point. Accordingly,

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 685** First Sub. First Rev. Sheet No. 685 : Effective  
Superseding: Original Sheet No. 685  
RATE SCHEDULE X-64 (Continued)

2. Commencing on the effective date and continuing throughout the term of this Agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to Florida at the Point of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBTU redelivery quantity", which shall be equal to the MMBTU delivery quantity less (i) 1% thereof, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Florida's gas will be transported hereunder (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel, unaccounted for losses, etc., attributable to the transportation service provided hereunder for Florida), (ii) Florida's pro rata share of any gas which may be vented and lost for any reason from that portion of Southern's facilities being utilized hereunder at the time of any such losses therefrom, and (iii) all Plant Volume Reduction as defined in Paragraph 5 of Article X hereof. 1/ 2/

3. The MMBTU delivery quantity and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Prior to the commencement of deliveries hereunder and thereafter prior to each change in delivery rate, Florida shall notify, or cause to be notified Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder. Southern's dispatcher shall likewise give prior notice to Florida's dispatcher of the anticipated MMBTU redelivery quantity hereunder.

4. Any imbalance in accrued delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in the MMBTU redelivery quantity of gas delivered or to be delivered to Florida at the Point of Redelivery hereunder.

5. Notwithstanding any provision herein to the contrary, it is specifically agreed that if at any time and from time to time during the term hereof, Southern is unable, for any reason, to receive for transportation hereunder, all or any portion of the MMBTU delivery quantity of gas which Florida tenders or causes to be tendered in accordance with the provisions hereof, Florida shall have the right, during such periods of Southern's said inability, to deliver such gas which Southern is so unable to receive, to others for transportation and/or disposition other than hereunder.

#### IV. CONTROL AND LIABILITY

1. As between the parties hereto, Florida shall be deemed to be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to Southern at the Point of Delivery, after which delivery Southern shall be deemed to be in exclusive control and possession thereof and responsible for any damage or injury caused thereby. Upon redelivery of the gas at the Point of Redelivery, Florida, as between the parties hereto, shall be in exclusive control and possession thereof and responsible for any damage or injury caused thereby.

1/ As amended by agreement dated October 7, 1981.

2/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 686** First Sub. Twelfth Rev. Sheet No. 686 : Effective  
Superseding: Eleventh Revised Sheet No. 686  
RATE SCHEDULE X-64 (Continued)

2. It is further understood and agreed by and between the parties hereto that if the gas delivered to Southern by Florida hereunder, or, gas redelivered by Southern to Florida hereunder, shall ever be required to be odorized by law or otherwise, Florida shall odorize or cause such gas to be odorized at Florida's expense.

V. PRESSURE

1. The gas to be delivered by Florida to Southern hereunder shall be delivered into Southern's pipeline facilities at the Point of Delivery against the pressure existing therein from time to time up to but not in excess of 1250 psig, it being understood that Florida shall have the option but not the obligation hereunder to install, operate and maintain compression facilities necessary to effect delivery of gas to Southern.

2. The gas to be redelivered by Southern to Florida hereunder shall be delivered at the maximum pressure available from time to time in Southern's pipeline facilities at the Point of Redelivery; it being understood and agreed that Florida shall, at its sole cost and expense, install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. CHARGES AND TAXES

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, Florida agrees to pay to Southern for the service and transportation provided hereunder 21.1¢ per MMBTU redelivered by Southern to Florida at the Point of Redelivery. 1/

2. The charge hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Florida agrees that Southern shall, at all times during the term hereof, have the right to effect changes in the charge applicable hereunder by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Florida. Nothing herein contained shall prejudice the rights of Florida to contest at any time changes to the charge set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts due pursuant to Paragraphs 1 and 2 of this Article VI, Florida shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Florida hereunder, including any use tax, license or fee thereon; excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Florida as herein provided.

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Twelfth Rev. Sheet No. 703** First Sub. Twelfth Rev. Sheet No. 703 : Effective  
Superseding: Eleventh Revised Sheet No. 703  
RATE SCHEDULE X-65 (Continued)

retained by Southern under Subsection 1(b) of this Article VI. 1/

b. Fuel and Uses- Southern will deduct from the quantity of gas delivered by Tennessee at the Point of Receipt, at no cost to Southern, a daily quantity of gas for Southern's system fuel and uses equal to one percent (1%) of the quantity received from Tennessee at the Point of Receipt hereunder on any day. Title to such gas shall pass to Southern at the Point of Receipt hereunder. 2/ 3/

2. Rate Changes - Tennessee agrees that Southern shall have the right to adjust its transportation rates in effect hereunder, without any further agreement by Tennessee, from time to time as may be needed to assure Southern of receiving just and reasonable rates for the service it performs and to seek approval of such rates from the Commission or any governmental body having or asserting jurisdiction thereof; provided, however, Tennessee's agreement herein is without prejudice to its right to intervene in proceedings relative to such adjustment and to contest such changes.

3. Taxes - Southern will be reimbursed in full by Tennessee for any taxes or other assessments or charges that are lawfully assessed against Southern and paid by Southern by reason of the service performed by Southern in receiving, transporting and delivering liquefiable hydrocarbons for Tennessee's producers.

4. In the event the Commission, or any governmental body having or asserting jurisdiction thereof, requires from time to time that a rate different than the rate set forth in Paragraph 1(a) of Article VI hereof be charged for or assigned to the transportation of PVR hereunder, then Tennessee shall pay to Southern such rate. If the Commission does not specify a rate to be charged for or assigned to the transportation of PVR but does provide, through its cost allocation powers in determining pipeline rates, that a portion of Southern's rate base and/or cost of service shall be allocated to the transportation of PVR hereunder, then Tennessee shall pay Southern a rate for the transportation of PVR hereunder based on said allocated cost of service (including the return on equity allowed by the Commission). If Southern is required by the Commission to make refunds to its customers arising out of its transportation of PVR hereunder, Tennessee shall reimburse Southern for such entire amount that it is required to refund.

5. Tennessee hereby agrees to reimburse Southern for all filing fees incurred by Southern for the purpose of seeking regulatory authority with the Commission or any other regulatory agency to proceed with amendments to this Agreement or any further modifications under this Agreement which may be necessary from time to time. 2/

- 1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.
- 2/ Per amendment dated June 26, 1987.
- 3/ Revised fuel used and unaccounted for charge: 1.5%

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 718** First Sub. First Rev. Sheet No. 718 : Effective  
Superseding: Original Sheet No. 718  
RATE SCHEDULE X-66 (Continued)

to a maximum delivery rate of three thousand (3,000) MMBTU per day as measured at the Transco Point of Delivery, or at such greater or lesser rate as Southern may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

2. Commencing on the effective date and continuing throughout the term of this Agreement, Transco agrees, subject to all provisions hereof, to receive such daily quantity of gas, hereinafter referred to as "MMBTU exchange gas", as may be tendered and delivered for the account of Southern at the Southern Points of Delivery up to a maximum delivery rate of three thousand (3,000) MMBTU per day as measured at the Southern Points of Delivery, or such greater or lesser rate as Transco may accept at the time and from time to time depending upon the operating conditions of its pipeline facilities and its own capacity requirements.

3. Commencing on the effective date and continuing throughout the term of this agreement, Southern agrees, subject to all provisions hereof, to transport and redeliver to Transco at the Point of Redelivery hereunder, a daily quantity of gas, hereinafter referred to as "MMBTU redelivery quantity", which shall be equal to the MMBTU delivery quantity less the MMBTU exchange gas, less (i) a percentage of the MMBTU redelivery quantity in the amount hereinafter set forth (which deductible percentage shall be utilized by Southern, at no cost to Southern, to offset compressor fuel, unaccounted for losses, etc.) attributable to the transportation service provided hereunder for Transco, and (ii) Transco's pro rata share of any gas which may be vented or lost for any reason other than negligence on the part of Southern from that portion of Southern's facilities being utilized for transportation of gas hereunder at the time of any such loss therefrom. The aforementioned deductible percentage to be so deducted and utilized by Southern in item (i) shall be two and eighty four one hundredths (2.84) percent of the MMBTU redelivery quantity, unless and until changed by written notice from Southern due to changes in the operation of Southern's pipeline facilities through which Transco's gas will be transported hereunder. 1/

4. The MMBTU delivery quantity, the MMBTU exchange gas and the MMBTU redelivery quantity shall be delivered at uniform hourly and daily rates of flow as nearly as practicable. Transco shall notify, or cause to be notified, Southern's dispatcher of the MMBTU delivery quantity scheduled for delivery hereunder at the beginning of each day or at such other time or interval as may be mutually agreed upon. Southern's dispatcher shall likewise notify Transco's dispatcher of the anticipated MMBTU exchange gas and the MMBTU redelivery quantity for each such period of time.

5. Notwithstanding the provisions of Section 1 of Article II hereof any imbalance in accrued delivery accounts hereunder shall be remedied with immediate dispatch by necessary and prompt adjustments in the MMBTU redelivery quantity of gas delivered or to be delivered to Transco at the Point of Redelivery hereunder.

1/ Revised fuel used and unaccounted for charge: 2.6%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP91- 69-000

**First Sub. Thirteenth Rev. Sheet No. 720** First Sub. Thirteenth Rev. Sheet No. 720 : Effective  
Superseding: Twelfth Revised Sheet No. 720  
RATE SCHEDULE X-66 (Continued)

that Transco shall have the right but not the obligation at its sole cost and expense, to install and operate any compression facilities required to effect receipt of such gas at the Point of Redelivery.

VI. TRANSPORTATION SERVICE CHARGES, TAXES

1. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this Article VI, Transco agrees to pay to Southern for the transportation of the MMBTU redelivery quantity hereunder fifty-nine (59.0) cents for each MMBTU redelivered by Southern to Transco at the Point of Redelivery. 1/

2. The charges hereinabove provided shall be subject to increase or decrease pursuant to any Order issued by the Federal Energy Regulatory Commission (the FERC), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Transco agrees that Southern shall, at all times during the term hereof, have the right to effect changes in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Transco. Nothing herein contained shall prejudice the rights of Transco to contest at any time changes to the charges set forth above with regard to the services rendered hereunder by Southern.

3. In addition to the amounts otherwise due pursuant to this Article VI., Transco shall, to the extent such amounts are not included in the charges hereinabove provided, pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Transco hereunder, excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Transco as herein provided.

VII. TERM

This agreement shall be in full force and effect as of the date first hereinabove written, and, subject to Paragraph 3., Article XIV., hereof shall remain in full force and effect for a primary term of five (5) years from the effective date hereof and shall extend thereafter unless and until terminated by either party hereto giving prior written notice to the other party of not less than ninety (90) days, which termination may be made effective at the end of said primary term or at the end of any ninety (90) day period.

1/ Revised Charge: Winter 27.7> Summer 16.7>

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Tenth Rev. Sheet No. 734** First Sub. Tenth Rev. Sheet No. 734 : Effective  
Superseding: Ninth Revised Sheet No. 734  
RATE SCHEDULE X-67 (Continued)

Section B. The party deemed to be in control and possession of the gas to be transported hereunder shall be responsible for and shall indemnify the other party with respect to any losses (except that Southern shall not be responsible for or be obligated to indemnify Florida with respect to gas losses other than gas losses resulting from Southern's gross negligence), claims, liabilities or damages (except consequential) caused while the gas is deemed to be in the control and possession of that party or arising from its control and possession of the gas.

ARTICLE IV  
(Notice)

Section A. Florida shall nominate gas for transportation hereunder by notifying Southern of the quantity of gas it has available at the Delivery Point not less than twelve (12) hours prior to the beginning of any day on which Florida desires such services. Florida may terminate the exchange of gas during any day upon four (4) hours' prior notice to Southern, but the Transportation Quantity may not otherwise be changed by Florida during any day. In lieu of the above Southern and Florida may establish a uniform daily Transportation Quantity, but any change in that established uniform quantity by Florida shall be subject to the twelve-hour prior notice provision set forth above.

Section B. After receipt of Florida's nomination, Southern shall notify Florida of the quantity of gas it is willing to transport to the Redelivery Point on any day not less than four (4) hours prior to the day on which Florida has nominated gas for transportation hereunder. Southern may change the Transportation Quantity during any day of transportation upon four (4) hours' prior notice to Florida.

ARTICLE V  
(Remuneration)

Section A. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE V, Florida agrees to pay to Southern as the charges for the service and transportation provided hereunder a rate of thirty-two and seven-tenths cents (32.7¢) for each MMBTU of gas redelivered hereunder by Southern at the Redelivery Point. 1/

Section B. The charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Commission, or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to,

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Tenth Rev. Sheet No. 751** First Sub. Tenth Rev. Sheet No. 751 : Effective  
Superseding: Ninth Revised Sheet No. 751  
RATE SCHEDULE X-68 (Continued)

ARTICLE V  
(Remuneration)

Section A. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE V, Florida agrees to pay to Southern as the charge for the services provided hereunder a rate of twenty-six and four-tenths cents (26.4¢) for each MMBTU of gas delivered hereunder by Southern at the Redelivery Point. 1/

Section B. The rates and charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Commission, or any other governmental agency having jurisdiction, in any rate proceeding initiated by or applicable to Southern. Moreover, Florida agrees that Southern shall, at all times during the term hereof, have the right to effect changes, from time to time, in such rates and charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern just and reasonable rates and compensation for the services performed hereunder on behalf of Florida; provided, however, that nothing contained herein shall prejudice the rights of Florida to contest changes to the rates filed hereunder.

Section C. In addition to the amounts otherwise due pursuant to this ARTICLE V, Florida shall pay or reimburse Southern for the full amount of any present of future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Florida hereunder to the extent such taxes are not included in the rates provided for this ARTICLE V; excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Florida as herein provided.

ARTICLE VI  
(Statements)

Section A. On or before the fifteenth (15th) day of each calendar month, Southern shall mail to Florida a statement, including an invoice showing the amount due for services rendered during the preceding calendar month hereunder, setting forth the preceding month's volumes and Btu content of the gas received for the account of Florida at the Delivery Point for transportation hereunder and the volumes and Btu content of the gas redelivered at the Redelivery Point.

Section B. Florida shall make payment to Southern or to Southern's account for the services performed during the preceding month by First Class U. S. Mail at

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 783** First Sub. First Rev. Sheet No. 783 : Effective  
Superseding: Original Sheet No. 783

RATE SCHEDULE X-70 (continued)  
TRANSPORTATION AGREEMENT

Section C. In the event that Tenneco has, from time to time, quantities of gas available for delivery to Southern under the terms and conditions of this Agreement in excess of 1,600 MMBtu per day at the Delivery Point, Tenneco may request Southern to transport such excess gas, and Southern may accept or refuse delivery of all or any part of such gas. In the event Southern agrees to accept delivery of quantities of gas in excess of 1,600 MMBtu per day, that gas will be transported on the same basis as the Transportation Quantity and in accordance with and subject to all the terms and conditions hereof.

Section D. It is recognized that because of dispatching and other variations, certain imbalances may occur in the transportation services rendered hereunder between the quantity of gas delivered by Tenneco, or for Tenneco's account, for transportation and the quantity of gas redelivered by Southern. Such imbalances shall be corrected, insofar as practicable, during the following month or as soon as possible thereafter. All gas delivered or redelivered hereunder on each day shall be delivered at as constant rates as practicable throughout such day. It is understood and agreed that there will be complete balancing upon or following termination of this Agreement, and that the balancing provisions of this Section D shall survive the termination of the other portions of this Agreement until such time as such balancing is attained.

Section E. In accordance with the provisions hereinabove set forth, Southern shall be entitled to retain at no cost to Southern a percentage of the quantity of gas delivered by Tenneco and accepted by Southern hereunder at the Delivery Point as gas which shall be deemed to have been used as compressor fuel and company-use gas in the performance of the services provided for hereunder. The percentage of the quantity of gas delivered hereunder to be retained for such fuel and company-use purposes shall initially be one (1) percent of the Transportation Quantity. 1/

It is understood and agreed, however, that Southern shall have the right, without any further agreement by Tenneco, to adjust the percentage of gas retained by Southern for fuel and company-use purposes, from time to time, to reflect the actual operating experience of Southern and/or any change to the methodology used by Southern to calculate the amount of fuel and company-use gas utilized in its system. Southern shall notify Tenneco of any such adjustment, and upon written request, Southern shall furnish to Tenneco information to support any such adjustment to the percentage of fuel and company-use gas retained hereunder.

ARTICLE III  
Responsibility

Section A. As between the parties hereto, Tenneco shall be deemed to be in exclusive control and possession of the Transportation Quantity until such gas has been

1/ Revised fuel used and unaccounted for charge: 1.5%

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Tenth Rev. Sheet No. 785** First Sub. Tenth Rev. Sheet No. 785 : Effective  
Superseding: First Rev. Tenth Rev. Sheet No. 785

RATE SCHEDULE X-70 (Continued)

ARTICLE V  
(Remuneration)

Section A. Tenneco shall pay Southern for the transportation services rendered hereunder a transportation fee of 43.7 cents per MMBTU redelivered at the Redelivery Point. 1/

Section B. The charge hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Commission, or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. In addition, Tenneco agrees that Southern shall, without further agreement by Tenneco, at all times during the term hereof, have the right to effect changes, from time to time, in such charge and to file, notices of such changes with the Commission pursuant to Section 4(d) of the Natural Gas Act whenever, in Southern's judgment, such changes are needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Tenneco.

Section C. In addition to the amounts otherwise due pursuant to this ARTICLE V, Tenneco shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Tenneco hereunder to the extent such taxes are not included in the rate provided for in this ARTICLE V; excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and, redeliver gas for Tenneco as herein provided.

ARTICLE VI  
Statements

Section A. Subject to the provisions of ARTICLE IX, on or before the fifteenth (15th) day of each calendar month Southern shall mail to Tenneco a monthly statement, including an invoice for services rendered during the preceding calendar month hereunder, setting forth the preceding month's volumes and Btu content of the gas received for the account of Tenneco at the Delivery Point for transportation hereunder and the volumes and Btu content of the gas redelivered at the Redelivery Point.

Section B. Tenneco shall make payment to Southern or to Southern's account for the services performed during the preceding calendar month by First Class U.S. Mail at the address set forth for Southern in Section C of ARTICLE X hereof, or by wire transfer or by First Class U.S. Mail (as Southern may elect) at such address or addresses as Southern may hereafter designate, from time to time, on or before the twenty-fifth

1/ Revised Charge: Winter 27.7 > Summer 16.7 >  
Plus the current GRI surcharge for Rate Schedule IT, ACA unit charge, and the volumetric Take-or-Pay surcharge, as set forth in Sections 19, 21, and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Tenth Rev. Sheet No. 824** First Sub. Tenth Rev. Sheet No. 824 : Effective  
Superseding: Ninth Revised Sheet No. 824  
RATE SCHEDULE X-72 (Continued)

Section B. The party deemed to be in control and possession of the gas to be transported hereunder shall be responsible for and shall indemnify the other party with respect to any losses (except that Southern shall not be responsible for or be obligated to indemnify Natural with respect to gas losses other than gas losses resulting from Southern's gross negligence), claims, liabilities or damages (except consequential) caused while the gas is deemed to be in the control and possession of that party or arising from its control and possession of the gas.

ARTICLE IV  
(Notice)

Section A. Natural shall nominate gas for transportation hereunder by notifying Southern of the quantity of gas it has available at the Delivery Point(s) not less than twelve (12) hours prior to the beginning of any day on which Natural desires such services. Natural may terminate the transportation of its gas during any day of transportation upon four (4) hours' prior notice to Southern; however, the Transportation Quantity may not otherwise be changed by Natural during any day of transportation. Southern and Natural may establish a uniform Transportation Quantity, but any change in that established uniform quantity by Natural shall be subject to the twelve-hour prior notice provision set forth above.

Section B. After receipt of Natural's nomination, Southern shall notify Natural of the quantity of gas it is willing to transport to each Redelivery Point on any day not less than four (4) hours prior to the day on which Natural has nominated gas for transportation hereunder. Southern may change the Transportation Quantity and/or the quantity to be redelivered at any Redelivery Point during any day of transportation upon four (4) hours' prior notice to Natural.

ARTICLE V  
(Remuneration)

Section A. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE V, Natural agrees to pay to Southern as the charges for the service and transportation provided hereunder a rate of 33.7 1/ cents for each MMBTU of gas delivered hereunder by Southern at the Redelivery Point(s).

Section B. The charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Commission, or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Natural agrees that Southern shall, at all times during the term hereof, have

1/ Revised Charge: Winter 27.7> Summer 16.7>

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Seventh Rev. Sheet No. 845** First Sub. Seventh Rev. Sheet No. 845 : Effective  
Superseding: Sixth Revised Sheet No. 845  
RATE SCHEDULE X-73 (Continued)

- (b) The Transportation Volume Transporter is obligated to transport and deliver hereunder, and
- (c) Those volumes of gas Transporter, or its affiliate, is obligated by virtue of other contracts to transport through the same facilities or a portion thereof, then such capacity shall be utilized to transport gas owned by Transporter, or its affiliate, and the Transportation Volume to be transported hereunder shall be reduced to a pro rata share of all remaining gas available for transmission by Transporter through such facilities.

ARTICLE IV  
(Delivery Pressure)

- 4.1 Each Party agrees to deliver, or cause to be delivered volumes of gas at a pressure sufficient to enter the receiving Party's pipeline against the varying working pressures maintained in such pipeline at the applicable points of receipt or redelivery from time to time.

ARTICLE V  
(Rates)

- 5.1 The Party transporting the Transportation Volume, if any, shall be entitled to receive the following transportation rates for such gas:
  - (a) Columbia will be entitled to receive from Southern 15.355/Mcf (at 14.73 psia and 60 degrees Fahrenheit) for the Transportation Volume received at the Columbia Gulf Points of Receipt.
  - (b) Southern shall be entitled to receive from Columbia Gas 22.0/Mcf (at 14.73 psia and 60 degrees Fahrenheit) for the Transportation Volume delivered by Southern to Columbia Gulf at the Southern Points of Redelivery. 1/
- 5.2 The charges set out in Section 5.1 of this Article V shall be increased or decreased pursuant to any rate proceeding. In addition, it is agreed that any Party may seek authorization from duly constituted regulatory authorities for adjustment of the rates determined hereunder or any superseding rate existing from time to time hereunder in order to assure just and reasonable rates for the services performed hereunder; provided, however, that no such adjustment shall become effective hereunder until made effective pursuant to the applicable rules and regulations of the regulatory authority. Any Party

1/ Revised Charge: Winter 27.7> Summer 16.7>

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, or Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 862** First Sub. First Rev. Sheet No. 862 : Effective  
Superseding: Original Sheet No. 862

RATE SCHEDULE X-74 (continued)  
GAS TRANSPORTATION AGREEMENT

- (h) Redelivery Quantity - The daily quantity of gas delivered and accepted hereunder at the Delivery Point less a percentage of such quantity, the exact percentage being determined in accordance with Section B of Article II hereof, as gas which shall be deemed to have been used as compressor fuel, company-use gas and unaccounted for gas losses; less any and all shrinkage, fuel or loss resulting from or consumed in the processing of the gas transported hereunder for the account of Gulf, and less Gulf's pro rata share of gas lost or vented during transportation for any reason except gross negligence or willful misconduct on the part of Southern.
- (i) Delivery Point - The existing point of interconnection between the facilities of Gulf and the inlet of the measurement facilities of Southern located on the production platform operated by Gulf in Main Pass Area Block 77, Offshore Louisiana.
- (j) Redelivery Point - The existing point of interconnection between the outlet of Gulf's Venice Processing Plant in Plaquemines Parish, Louisiana, and the measurement facilities of Southern.

ARTICLE II

(Scope)

Section A. Subject to the provisions hereof, Gulf shall cause the Transportation Quantity to be delivered to Southern at the Delivery Point and Southern shall redeliver, or cause to be redelivered, the Redelivery Quantity to the account of Gulf at the Redelivery Point; provided, however, that it is expressly understood and agreed by the parties that Southern can only effect and shall be obligated only to effect deliveries to Gulf at the Redelivery Point by displacement by Gulf reducing quantities of gas otherwise deliverable to Southern at that point. Once gas is accepted for delivery hereunder, Southern's transportation obligation shall be fulfilled when the quantity of gas to be redelivered hereunder is made available at the Redelivery Point.

Section B. In accordance with the provisions hereinabove set forth, Southern shall be entitled to retain at no cost to Southern a percentage of the quantity of gas delivered by Gulf and accepted by Southern hereunder at the Delivery Point as gas which shall be deemed to have been used as compressor fuel, company-use gas and unaccounted-for gas in the performance of the services provided for hereunder. The percentage of the quantity of gas delivered hereunder to be retained for such fuel, company-use and unaccounted for purposes shall initially be one percent (1%). 1/

It is understood and agreed, however, that Southern shall have the right, without any further agreement by Gulf to adjust the percentage of gas retained for

1/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Tenth Rev. Sheet No. 865** First Sub. Tenth Rev. Sheet No. 865 : Effective  
Superseding: First Rev. Tenth Rev. Sheet. No. 865  
RATE SCHEDULE X-74 (Continued)

the charges for the service and transportation provided hereunder a rate of twenty-eight and three-tenths cents (28.3¢) for each MMBTU of gas delivered hereunder by Southern at the Redelivery Point. 1/

Section B. The charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission (Commission), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Gulf agrees that Southern shall, at all times during the term hereof, have the right to effect changes, from time to time, in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Gulf.

Section C. In addition to the transportation rate hereinabove set forth, Gulf shall pay to Southern for each Mcf of gas transported and redelivered hereunder a Gas Research Institute (GRI) surcharge in the amount of 1.25¢ per Mcf or such other GRI funding unit or surcharge as the Commission or other governmental authority may from time to time by order of general or specific applicability or otherwise prescribe or approve. 2/

Section D. In addition to the amounts which may otherwise be charged under this ARTICLE V, Gulf shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Gulf hereunder to the extent such taxes are not included in the calculation of the rates then being collected hereunder as provided for in this ARTICLE V; excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Gulf as herein provided.

Section E. Gulf will reimburse Southern for any and all filing or other fees required in connection with this transportation that Southern is obligated to pay to the Commission or to any other governmental authority having jurisdiction over this transportation.

ARTICLE VI  
(Statements)

Section A. On or before the fifteenth (15th) day of each calendar month Southern shall mail to Gulf an invoice for the amount due for the, transportation services rendered for the preceding calendar month. Subject to the provisions of ARTICLE IX, on or before the twenty-fifth (25th) day of each calendar month Southern shall mail to Gulf a monthly statement of the daily volumes and the Btu content of the gas received for the

- 1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the ACA unit charge, and the volumetric Take-or-Pay surcharge, as set forth in Sections 21, and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume No. 1.
- 2/ The current GRI surcharge for Rate Schedule IT, as set forth in Section 19 of Southern's FERC Gas Tariff, Sixth Revised Volume No. 1.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. First Rev. Sheet No. 902** First Sub. First Rev. Sheet No. 902 : Effective  
Superseding: Original Sheet No. 902

RATE SCHEDULE X-76 (continued)  
TRANSPORTATION AGREEMENT

Section B. In accordance with the provisions hereinabove set forth, Southern shall be entitled to retain at no cost to Southern a percentage of the quantity of gas delivered by ARCO and accepted by Southern hereunder at the Delivery Point as gas which shall be deemed to have been used as compressor fuel and company-use gas in the performance of the services provided for hereunder. The percentage of the quantity of gas delivered hereunder to be retained for such fuel and company-use purposes shall initially be one percent (1%).

It is understood and agreed, however, that Southern shall have the right, without any further agreement by ARCO, to adjust the percentage of gas retained for fuel and company-use purposes, from time to time, to reflect the actual operating experience of Southern and/or any change to the methodology used by Southern to calculate the amount of fuel and company-use gas utilized on its system, provided, however, that in no event shall the quantity of gas retained as fuel and company-use gas exceed two (2) percent without ARCO's prior written approval. Upon written request, Southern shall furnish to ARCO information to support any such adjustment to the percentage of compressor fuel and company-use gas retained hereunder. 1/

Section C. In addition to the limitations set forth in Section A of this ARTICLE II, it is recognized that the services performed hereunder shall be on an interruptible basis, and all transportation services shall be conditioned upon the availability of capacity sufficient for Southern to perform the services without detriment or disadvantage to Southern's obligations to its customers who are dependent on its general system supply, and shall be further subject, in Southern's sole discretion acting in good faith, to the availability of excess capacity in Southern's pipeline facilities and to the operating conditions and system requirements of Southern.

Section D. In the event that ARCO has, from time to time, requirements for quantities of gas in excess of 3,000 MMBtu per day at the Chandeleur Sound EOR Project and has excess quantities of gas available for delivery to Southern at the Delivery Point, ARCO may request Southern to transport the excess gas, and Southern may accept or refuse delivery of all or any part of such gas. In the event Southern agrees to accept delivery of any such excess gas, that gas will be transported on the same basis as the Transportation Quantity and in accordance with and subject to all the terms and conditions hereof.

Section E. It is recognized that because of dispatching and other variations, certain minor imbalances may occur in the transportation services rendered hereunder between the quantity of gas delivered by ARCO hereunder for transportation and the quantity of gas redelivered by Southern. Such imbalances shall be corrected, insofar as practicable, during the following month or as soon as possible thereafter. All gas delivered or redelivered hereunder on each day shall be delivered at rates as constant as practicable throughout such day. It is understood and agreed that there will be complete

1/ Revised fuel used and unaccounted for charge: 1.5%.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Eighth Rev. Sheet No. 904** First Sub. Eighth Rev. Sheet No. 904 : Effective  
Superseding: First Rev. Eighth Rev. Sheet No. 904  
RATE SCHEDULE X-76 (Continued)

hereunder. Southern may change the Transportation Quantity during any day of transportation upon four (4) hours' prior notice to ARCO.

ARTICLE V  
(Remuneration)

Section A. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE V, ARCO agrees to pay to Southern as the charges for the service and transportation provided hereunder a rate of twenty-eight and nine-tenths cents (28.9¢) for each MMBTU of gas delivered hereunder by Southern at the Redelivery Point. 1/

Section B. The charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission (Commission), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. ARCO agrees that Southern shall, at all times during the term hereof, have the right to effect changes, from time to time, in such charges by seeking authorization from duly constituted regulatory authorities for any such adjustments as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for ARCO.

Section C. In addition to the amounts which may otherwise be charged under this ARTICLE V, ARCO shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for ARCO hereunder to the extent such taxes are not included in the calculation of the rates then being collected hereunder as provided for in this ARTICLE V; excluding, however, any general franchise taxes imposed on corporations by reason of their corporate existence or their right to do business within the state of Louisiana, income taxes and ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for ARCO as herein provided.

ARTICLE VI  
(Statements)

Section A. On or before the fifteenth (15) day of each calendar month, Southern shall mail to ARCO a monthly statement of the volumes and Btu content of the gas received for the account of ARCO at the Delivery Point for transportation hereunder and the volumes and Btu content of the gas redelivered at the Redelivery Point.

Section B. ARCO shall make payment to Southern or to Southern's account for the services performed during the preceding calendar month by First Class, U.S. Mail at

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢  
Plus the current GRI surcharge for Rate Schedule IT, ACA unit charge, and the volumetric Take-or-Pay surcharge, as set forth in Sections 19, 21, and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

*Effective Date: 09/04/1996 Status: Effective*

*FERC Docket: CP96-619-001*

**First Revised Sheet No. 932** First Revised Sheet No. 932 : Effective  
Superseding: Original Sheet No. 932

Cancellation of Rate Schedule X-78  
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Notice is hereby given that effective September 4, 1996, Rate Schedule X-78, consisting of Original Sheet Nos. 932-950 of the FERC Gas Tariff of Southern Natural Gas Company is canceled.

Effective Date: 02/03/1991 Status: Effective  
FERC Docket: RP90-139-004

**First Sub. Fifth Rev. Sheet No. 6707** First Sub. Fifth Rev. Sheet No. 6707 : Effective  
Superseding: Fourth Revised Sheet No. 6707  
RATE SCHEDULE X-233 (Continued)

ARTICLE IV  
(Notice)

Section A. Tenneco shall nominate gas for transportation hereunder by notifying Southern of the quantity of gas it has available at the Delivery Point not less than twelve (12) hours prior to the beginning of any day on which Tenneco desires such services. Southern and Tenneco may establish a uniform Transportation Quantity, but any change in that established uniform quantity by Tenneco shall be subject to the twelve-hour prior notice provision set forth above.

Section B. After receipt of Tenneco's nomination, Southern shall notify Tenneco of the quantity of gas it is willing to transport to the Redelivery Point on any day not less than four (4) hours prior to the day on which Tenneco has nominated gas for transportation hereunder. Southern may change the Transportation Quantity during any day of transportation upon four (4) hours' prior notice to Tenneco.

ARTICLE V  
(Remuneration)

Section A. Commencing with the effective date hereof and unless and until changed as hereinafter provided in this ARTICLE V, Tenneco agrees to pay to Southern as the charges for the service and transportation provided hereunder a rate of 24.9 cents (24.9¢) for each MMBTU of gas delivered hereunder by Southern at the Redelivery Point. 1/

Section B. The charges hereinabove provided shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission (Commission), or any other governmental agency having jurisdiction, in any rate proceeding initiated by, or applicable to, Southern. Tenneco agrees that Southern shall, without further agreement by Tenneco, at all times during the term hereof, have the right to change such charges and to effect such changes by filing notice of such changes with the Commission pursuant to Section 4 of the Natural Gas Act as may be needed to assure Southern that it will receive just and reasonable compensation for the services performed hereunder for Tenneco. Such changes shall become effective as permitted by Section 4 and the Commission's regulations thereunder, and the adjusted charges shall be collected by Southern as filed.

Section C. In addition to the transportation rate hereinabove set forth, Tenneco shall pay to Southern for each Mcf of gas transported and redelivered hereunder a Gas Research Institute (GRI) surcharge in the amount of 1.25¢ per

1/ Revised Charge: Winter 27.7¢ Summer 16.7¢

Plus the ACA unit charge and the volumetric Take-or-Pay surcharge which are set forth in Sections 21 and 22, respectively, of Southern's FERC Gas Tariff, Sixth Revised Volume Number 1.

Effective Date: 01/01/1990 Status: Effective

FERC Docket: TM90-3-7-000

**First Revised Sheet No. 6708** First Revised Sheet No. 6708 : Effective

Superseding: Original Sheet No. 6708

RATE SCHEDULE X-233 (Continued)

Mcf or such other GRI funding unit or surcharge as the Commission or other governmental authority may from time to time by order of general or specific applicability or otherwise prescribe or approve. 1/

Section D. In addition to the amounts which may otherwise be charged under this ARTICLE V, Tenneco shall pay or reimburse Southern for the full amount of any present or future tax or assessment levied upon Southern with respect to the receipt, transportation and redelivery of gas for Tenneco hereunder to the extent such taxes are not included in the calculation of the rates then being collected hereunder as provided for in this ARTICLE V; excluding, however, ad valorem or similar taxes now or hereafter levied upon the physical facilities of Southern utilized to receive, transport and redeliver gas for Tenneco as herein provided.

Section E. Tenneco will reimburse Southern for any and all filing or other fees required in connection with this transportation that Southern is obligated to pay to the Commission or to any other governmental authority having jurisdiction over this transportation.

#### ARTICLE VI

(Statements)

Section A. On or before the fifteenth (15th) day of each calendar month Southern shall mail to Tenneco an invoice for the amount due for the transportation services rendered for the preceding calendar month. Subject to the provisions of ARTICLE IX, on or before the twenty-fifth (25th) day of each calendar month Southern shall mail to Tenneco a monthly statement of the daily volumes and the Btu content of the gas received for the account of Tenneco at the Delivery Point for transportation hereunder, along with the volumes and the Btu content of the gas redelivered at the Redelivery Point. Southern shall be entitled to base its monthly invoice for any month on its reasonable estimate of the volumes and Btu content transported.

Section B. Tenneco shall make payment to Southern or to Southern's account for the services performed during the preceding calendar month by First Class U.S. Mail at the address set forth for Southern in Section C of ARTICLE X hereof, or by wire transfer or by First Class U.S. Mail (as Southern may elect) at such address or addresses as Southern may hereafter designate, from time to time, on or before the twenty-fifth (25th) day of each calendar month; provided, however, that in the event Southern's bill is delayed by Southern beyond the fifteenth (15th) day of the calendar month, the date for payment thereof shall be accordingly extended.

1/ Current GRI surcharge for Rate Schedule IT as set forth in Section 19 of the General Terms and Conditions.

