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FERC GAS TARIFF
FOURTH REVISED VOLUME NO. 1

(SUPERSEDING THIRD REVISED VOLUME NO. 1)

OF

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

FILED WITH THE

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Addressed To:

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PRELIMINARY STATEMENT

Transcontinental Gas Pipe Line Company, LLC owns and operates an interstate natural gas transmission system extending from its sources of supply in Texas, Louisiana and Mississippi through the States of Texas, Louisiana, Mississippi, Alabama, Georgia, South Carolina, North Carolina, Virginia, Maryland, Pennsylvania and New Jersey to its termini in the New York Metropolitan Area.

The locations of the Company's transmission lines, compressor stations and the principal points at which it delivers gas are shown on the maps included herein.

Sales will be made under specific service agreements and rate schedules and the Company reserves the right to limit its agreements for transportation and sale of gas for resale to customers acceptable to the Company after consideration of its existing commitments, supplies of gas, delivery capacity, point of delivery and other factors deemed pertinent by the Company.

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PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONES.

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First Revised Sheet No. 6 First Revised Sheet No. 6
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PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONE 1.

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PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONE 1.

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First Revised Sheet No. 8 First Revised Sheet No. 8
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PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONES 4 AND 4A.

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Superseding: Original Sheet No. 17

PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONE 6.

Effective Date: 05/29/2010 Status: Pending
FERC Docket: RP10-661-000

Second Revised Sheet No. 17 Second Revised Sheet No. 17
Superseding: First Revised Sheet No. 17

PLEASE REFER TO THE HARD COPY TO SEE MAP OF RATE ZONE 6.

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

Effective Date: 05/29/2010 Status: Pending
FERC Docket: RP10-661-000

Second Revised Sheet No. 19 Second Revised Sheet No. 19
Superseding: First Revised Sheet No. 19

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

PLEASE REFER TO THE HARD COPY TO SEE POINTS OF INTERCONNECTION.

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1

Rate Schedule and Section		Base Rate (dt)	Electric Power Rate (dt)	Third Party Rate (dt)	Total Daily Rate (dt)
		($)	($)	($)	($)
GSS - General Storage Service					
3.2 (a)	Demand Charge	0.06580	0.00011	0.03273	0.09864
3.2 (b)	Storage Capacity Quantity Charge	0.00028	0.00000	0.00027	0.00055
3.2 (c)	Quantity Injected Charge 1/	0.02741	0.00216	0.01346	0.04303
3.2 (d)	Quantity Withdrawn Charge	0.02741	0.00216	0.00903	0.03860
3.2 (e)	Excess Delivery from Buyer's Storage Gas Balance Charge	0.51083	0.00280	0.29721	0.81084
3.2 (f)	Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.				

		Seller's Fuel	Third Party Fuel	Total Fuel
3.3, 8	Injection Fuel	2.54%	1.79%	4.33%

LG-A - Liquefied Natural Gas Storage Service		
3.2 (a)	Demand Charge	0.04455
3.2 (b)	Capacity Charge	0.00858
3.2 (c)	Quantity Injected Charge	1.36905
3.2 (d)	Quantity Withdrawn Charge	1.36905
11.	Excess Delivery From Buyer's Liquified Gas Balance Charge	7.75290
LG-S - Liquefied Natural Gas Delivery - At Site		
3.1	Rate	0.63700

		Daily Maximum Rate (dt)	Daily Minimum Rate (dt)
		($)	($)
LNG - Liquefied Natural Gas Storage Service			
3.3 (a)	Demand Charge	0.04455	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00858	0.00000
3.3 (c)	Quantity Injected Charge	1.36905	1.36905
3.3 (d)	Quantity Withdrawal Charge	1.36905	1.36905
10.	Excess Delivery From Buyer's Liquified Gas Balance Charge	7.75290	1.36905

Notes:
1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge
will be increased, when applicable, to include the ACA unit rate of $0.00190.

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1
(Continued)

Rate Schedule and Section		Maximum Daily Rate (dt) ($)	Minimum Daily Rate (dt) ($)
WSS-Open Access - Washington Storage Service			
3.3 (a)	Demand Charge	0.02067	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00024	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
Incremental Rates			
	Fortis Energy Marketing & Trading		
3.3 (a)	Demand Charge	0.05262	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00062	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
	South Jersey Resources Group LLC		
3.3 (a)	Demand Charge	0.04744	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00056	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
ESS - Eminence Storage Service			
3.3 (a)	Demand Charge	0.01441	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00144	0.00000
3.3 (c)	Quantity Injected Charge	0.02505	0.02505
3.3 (d)	Quantity Withdrawal Charge	0.02505	0.02505
ISS - Interruptible Storage Service			
3.2 (a)	Inventory Charge	0.00075	0.00000
3.2 (b)	Quantity Injected Charge	0.01295	0.01295
3.2 (c)	Quantity Withdrawn Charge	0.01295	0.01295

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1
(Continued)

Rate Schedule and Section		Maximum Daily Rate (dt)	Minimum Daily Rate (dt)
EESWS - Emergency Eminence Storage Withdrawal Service		($)	($)
3.3 (a)	Demand Charge	0.01815	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00182	0.00000
3.3 (c)	Quantity Injected Charge	0.02505	0.02505
3.3 (d)	Quantity Withdrawal Charge	0.02505	0.02505

Effective Date: 02/01/2010 Status: Effective
FERC Docket: RP10-326-000

Sixth Revised Sheet No. 24 Sixth Revised Sheet No. 24
Superseding: Fifth Revised Sheet No. 24

RATES AND CHARGES APPLICABLE TO
S-2 - STORAGE SERVICE

Section		Daily Charge (dt)
3.2(a)	Demand Charge	$0.14940
3.2(b)	Capacity Charge	$0.00422
3.2(c)	Injection Charge	$0.03580
3.2(d)	Withdrawal Charge	$0.05490
9.	Demand Charge Adjustment	$0.38987
3.4	Injection Fuel	0.96 %
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	3.04 %
	ii. Fall Shoulder Period - October 1 through November 30	3.04 %
	iii. Winter Period - December 1 through March 31	3.11 %
	iv. Spring Shoulder Period - April 1 through May 31	3.04 %
3.4	Inventory Level Fuel	0.08 %

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE LSS - LEIDY STORAGE SERVICE

Section		Base Rate (dt) ($)	Electric Power Rate (dt) ($)	Third Party Rate (dt) ($)	Daily Charge (dt) ($)
3.2 (a)	Demand Charge	0.04900	0.00020	0.10319	0.15239
3.2 (b)	Capacity Charge	0.00000	0.00000	0.00060	0.00060
3.2 (c)	Quantity Injected Charge 1/	0.00446	0.00151	0.01744	0.02341
3.2 (d)	Quantity Withdrawal Charge	0.00446	0.00151	0.01447	0.02044
3.2 (e)	Excess End of Season Inventory Charge See Section 11 of Rate Schedule LSS				
9.1	Fuel Retention 2/				
	Injection				2.18 %
	Withdrawal				0.47 %

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of $0.00190.

2/ Such fuel percentages reflect the fuel retained by Dominion Transmission, Inc. and National Fuel Gas Supply Corp.

Substitute Third Revised Sheet No. 26 Substitute Third Revised Sheet No. 26
Superseding: First Revised First Revised Sheet No. 26

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE

Section		Daily Charge (dt) ($)
3.2 (a)	Demand Charge	0.04076
3.2 (b)	Storage Capacity Quantity Charge	0.00058
3.2 (c)	Quantity Injected Charge 1/	0.05620
3.2 (d)	Quantity Withdrawal Charge	0.04240

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE SS-1 OPEN ACCESS STORAGE SERVICE

Section		Maximum Daily Rate (dt) ($)	Minimum Rate (dt) 2/ ($)
3.3 (a)	Demand Charge	0.04076	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00058	0.00000
3.3 (c)	Quantity Injected Charge	0.05620	0.05620
3.3 (d)	Quantity Withdrawal Charge	0.04240	0.04240

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of $0.00190.

2/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE SS-2 - STORAGE SERVICE

Section		Base Rate (dt) ($)	Electric Power Rate (dt) ($)	Third Party Rate (dt) ($)	Daily Charge (dt) ($)
3.2 (a)	Demand Charge	0.04900	0.00020	0.25631	0.30551
3.2 (b)	Storage Capacity Quantity Charge	0.00000	0.00000	0.00088	0.00088
3.2 (c)	Quantity Injected Charge 1/	0.00446	0.00151	0.01552	0.02149
3.2 (d)	Quantity Withdrawal Charge	0.00446	0.00151	0.01541	0.02138
	Fuel Retention 2/				
8 (a)	Injection - National Fuel Rate Schedule SS-1				1.40 %
8 (a)	Withdrawal - National Fuel Rate Schedule SS-1				1.42 %
8 (b)	Withdrawal - National Fuel Rate Schedule X-54				0.50 %
8 (c)	Adjustment to Storage Gas Balances (dt) by customer for the Period November 2008 through March 2009:				
	Consolidated Edison Co of NY				208
	Keyspan - Long IS				285
	New Jersey Natural Gas Company				177
	S. Jersey Gas				338
	UGI Penn Natural Gas, Inc.				515
	UGI Utilities Inc.				117

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of $0.00190.

2/ Such fuel percentages reflect the fuel retained by National Fuel Gas Supply Corp.

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE SS-2 - STORAGE SERVICE

Section		Base Rate (dt) ($)	Electric Power Rate (dt) ($)	Third Party Rate (dt) ($)	Daily Charge (dt) ($)
3.2 (a)	Demand Charge	0.04900	0.00020	0.25631	0.30551
3.2 (b)	Storage Capacity Quantity Charge	0.00000	0.00000	0.00088	0.00088
3.2 (c)	Quantity Injected Charge 1/	0.00446	0.00151	0.01552	0.02149
3.2 (d)	Quantity Withdrawal Charge	0.00446	0.00151	0.01541	0.02138
	Fuel Retention 2/				
8 (a)	Injection - National Fuel Rate Schedule SS-1				1.40 %
8 (a)	Withdrawal - National Fuel Rate Schedule SS-1				1.42 %
8 (b)	Withdrawal - National Fuel Rate Schedule X-54				0.50 %
8 (c)	Adjustment to Storage Gas Balances (dt) by customer for the Period November 2009 through March 2010:				
	Consolidated Edison Co of NY				471
	Keyspan Gas East Corporation				476
	New Jersey Natural Gas Company				230
	S. Jersey Gas				519
	UGI Penn Natural Gas, Inc.				838
	UGI Utilities Inc.				235

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of $0.00190.

2/ Such fuel percentages reflect the fuel retained by National Fuel Gas Supply Corp.

STORAGE SERVICES FUEL RETENTION

Rate Schedule	Fuel Retention Percentages 1/
GSS	4.33% 2/
WSS-Open Access	0.57%
LG-A	36.18%
LNG	36.18%
LG-S	36.18%
ISS	0.57%

1/ Applicable to quantities nominated for injection or return into storage.

2/ Seller and 3rd party fuel components are shown on Sheet No. 21.

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Washington Gas Light Company	FT	05/16/07	11/07/07
(Contract No. 9061029)			
Amendment		04/22/09	05/01/09
Baltimore Gas & Electric Company	FT	05/15/07	11/07/07
(Contract No. 9061089)			
Amendment		04/15/09	05/01/09
Columbia Gas of Virginia, Inc.	FT	05/14/07	11/10/07
(Contract No. 9060991)			
Amendment		04/15/09	05/01/09

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09
Consolidated Edison Company of New York, Inc.	FT	09/11/00	12/01/01
(Contract No. 1041076)			
Amendment		02/08/10	02/08/10

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Carolina Power & Light Company	FT	05/04/01	05/01/02
(Contract No. 1042064)			
Amendment		02/23/10	02/23/10
Consolidated Edison Company of New York, Inc.	FT	09/11/00	12/01/01
(Contract No. 1041076)			
Amendment		02/08/10	02/08/10
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Carolina Power & Light Company	FT	05/04/01	05/01/02
(Contract No. 1042064)			
Amendment		02/23/10	02/23/10
Consolidated Edison Company of New York, Inc.	FT	09/11/00	12/01/01
(Contract No. 1041076)			
Amendment		02/08/10	02/08/10
Consolidated Edison Energy, Inc.	FT	09/13/00	12/01/01
(Contract No. 1041075)			
Amendment		03/08/10	03/08/10
Municipal Electric Authority of Georgia	FT	10/16/03	02/01/04
(Contract No. 9012586)			
Amendment		04/01/10	04/01/10
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Atlanta Gas Light Company	N/A	06/10/91	06/10/91
(Contract No. N/A)			
Amendment		03/24/93	03/24/93
Carolina Power & Light Company	FT	05/04/01	05/01/02
(Contract No. 1042064)			
Amendment		02/23/10	02/23/10
City of Buford, Georgia	FT	06/06/94	11/05/94
(Contract No. 1009763)			
City of Buford, Georgia	FT	07/08/96	11/01/95
(Contract No. 1012032)			
City of Buford, Georgia	FT	05/23/00	11/01/00
(Contract No. 1037190)			
Rate Agreement		12/03/99	12/03/99
City of Buford, Georgia	FT	05/04/01	05/01/02
(Contract No. 1042065)			
Rate Agreement		01/05/00	01/05/00
City of Buford, Georgia	FT	03/30/02	05/01/03
(Contract No. 9002596)			
Rate Agreement		05/08/01	05/08/01
Consolidated Edison Company of New York, Inc.	FT	09/11/00	12/01/01
(Contract No. 1041076)			
Amendment		02/08/10	02/08/10
Consolidated Edison Energy, Inc.	FT	09/13/00	12/01/01
(Contract No. 1041075)			
Amendment		03/08/10	03/08/10
Municipal Electric Authority of Georgia	FT	10/16/03	02/01/04
(Contract No. 9012586)			
Amendment		04/01/10	04/01/10
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
Piedmont Natural Gas Company, Inc.	FT	06/25/96	11/01/95
(Contract No. 1012026)			
Amendment		06/30/04	07/01/04
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Atlanta Gas Light Company	N/A	06/10/91	06/10/91
(Contract No. N/A)			
Amendment		03/24/93	03/24/93
Carolina Power & Light Company	FT	05/04/01	05/01/02
(Contract No. 1042064)			
Amendment		02/23/10	02/23/10
City of Buford, Georgia	FT	06/06/94	11/05/94
(Contract No. 1009763)			
City of Buford, Georgia	FT	07/08/96	11/01/95
(Contract No. 1012032)			
City of Buford, Georgia	FT	05/23/00	11/01/00
(Contract No. 1037190)			
Rate Agreement		12/03/99	12/03/99
City of Buford, Georgia	FT	05/04/01	05/01/02
(Contract No. 1042065)			
Rate Agreement		01/05/00	01/05/00
City of Buford, Georgia	FT	03/30/02	05/01/03
(Contract No. 9002596)			
Rate Agreement		05/08/01	05/08/01
Consolidated Edison Company of New York, Inc.	FT	09/11/00	12/01/01
(Contract No. 1041076)			
Amendment		02/08/10	02/08/10
Consolidated Edison Energy, Inc.	FT	09/13/00	12/01/01
(Contract No. 1041075)			
Amendment		03/08/10	03/08/10
Municipal Electric Authority of Georgia	FT	10/16/03	02/01/04
(Contract No. 9012586)			
Amendment		04/01/10	04/01/10
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PECO Energy Company	FT	06/01/01	11/01/02
(Contract No. 1044182)			
Amendment		04/17/03	04/17/03
Amendment		04/22/03	11/01/03
Amendment		09/29/04	11/01/04
Piedmont Natural Gas Company, Inc.	FT	06/25/96	11/01/95
(Contract No. 1012026)			
Amendment		06/30/04	07/01/04
PPL Energy Plus, LLC	FT	09/19/00	10/01/03
(Contract No. 9008608)			
Amendment		08/01/03	08/01/03
Amendment		01/22/10	01/22/10

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
Municipal Gas Authority of Georgia	FT	02/16/06	01/01/06
(Contract No. 9035033)			
Amendment		09/28/06	11/01/06
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Washington Gas Light Company	FT	05/16/07	11/07/07
(Contract No. 9061029)			
Amendment		04/22/09	05/01/09
Baltimore Gas & Electric Company	FT	05/15/07	11/07/07
(Contract No. 9061089)			
Amendment		04/15/09	05/01/09
Columbia Gas of Virginia, Inc.	FT	05/14/07	11/10/07
(Contract No. 9060991)			
Amendment		04/15/09	05/01/09
Alabama Gas Corporation	ESS	11/01/93	11/01/93
(Contract No. 9014752)			
Amendment		05/14/09	10/01/09
Alabama Gas Corporation	ESS	02/27/07	03/01/07
(Contract No. 9050383)			
Amendment		05/14/09	10/01/09
Atlanta Gas Light Company	ESS	11/01/93	11/01/93
(Contract No. 1018467)			
Amendment		05/15/09	10/01/09
Atlanta Gas Light Company	ESS	03/07/07	03/01/07
(Contract No. 9050385)			
Amendment		05/15/09	10/01/09
Pivotal Utility Holdings, Inc.	ESS	11/01/93	11/01/93
(Contract No. 1013463)			
Amendment		05/15/09	10/01/09
Pivotal Utility Holdings, Inc.	ESS	03/07/07	03/01/07
(Contract No. 9050547)			
Amendment		05/15/09	10/01/09
Public Service Company of North Carolina, Inc.	ESS	11/01/93	11/01/93
(Contract No. 9011146)			
Amendment		05/15/09	10/01/09
Public Service Company of North Carolina, Inc.	ESS	03/07/07	03/01/07
(Contract No. 9050453)			
Amendment		05/15/09	10/01/09

Second Revised Sheet No. 29A Second Revised Sheet No. 29A
Superseding: First Revised Sheet No. 29A

SHEET NO. 29A IS BEING RESERVED FOR FUTURE USE.

NON-CONFORMING SERVICE AGREEMENTS

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
PPL Gas Utilities Corp.	FT	02/01/92	02/01/92
(Contract No. 1003692)			
Amendment		09/07/07	09/07/07
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09

NON-CONFORMING SERVICE AGREEMENTS
(Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
South Carolina Electric & Gas	ESS	01/09/07	11/01/06
(Contract No. 9046128)			
Amendment		05/15/09	10/01/09
South Carolina Electric & Gas	ESS	03/20/07	03/01/07
(Contract No. 9050454)			
Amendment		05/15/09	10/01/09
Virginia Natural Gas Inc.	ESS	11/01/93	11/01/93
(Contract No. 9014759)			
Amendment		05/15/09	10/01/09
Virginia Natural Gas Inc.	ESS	03/07/07	03/01/07
(Contract No. 9050406)			
Amendment		05/15/09	10/01/09
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09
Washington Gas Light Company	ESS	03/01/07	03/01/07
(Contract No. 9050456)			
Amendment		05/15/09	10/01/09

NON-CONFORMING SERVICE AGREEMENTS
(Continued)

Name of Shipper/Agreement No.	Rate Schedule	Agreement Date	Date Effective
South Carolina Electric & Gas	ESS	01/09/07	11/01/06
(Contract No. 9046128)			
Amendment		05/15/09	10/01/09
South Carolina Electric & Gas	ESS	03/20/07	03/01/07
(Contract No. 9050454)			
Amendment		05/15/09	10/01/09
Virginia Natural Gas Inc.	ESS	11/01/93	11/01/93
(Contract No. 9014759)			
Amendment		05/15/09	10/01/09
Virginia Natural Gas Inc.	ESS	03/07/07	03/01/07
(Contract No. 9050406)			
Amendment		05/15/09	10/01/09
Virginia Power Energy Marketing, Inc.	ESS	03/01/07	03/01/07
(Contract No. 9050773)			
Amendment		05/15/09	10/01/09
Washington Gas Light Company	ESS	03/01/07	03/01/07
(Contract No. 9050456)			
Amendment		05/15/09	10/01/09
Hess Corporation	FT	10/16/08	11/1/09
(Contract No. Pending)			
PECO Energy Corporation	FT	12/23/08	11/1/09
(Contract No. Pending)			
Pivotal Utility Holdings, Inc.	FT	8/22/08	11/1/09
d/b/a Elizabethtown Gas			
(Contract No. Pending)			
PSEG Power, LLC	FT	10/16/08	11/1/09
(Contract No. Pending)			
PSEG Power, LLC	FT	10/16/08	11/1/09
(Contract No. Pending)			
UGI Utilities, Inc.	FT	2/2/09	11/1/09
(Contract No. Pending)			

RATES AND CHARGES APPLICABLE TO
INTERRUPTIBLE GATHERING SERVICE 1/

Commodity Rate per Dt:	Maximum Rate ($)	Minimum Rate ($)
Gathering Facilities	0.04934	0.00076

RATES AND CHARGES APPLICABLE TO
FIRM GATHERING SERVICE 1/

Reservation Rate per Gathering Contract Quantity (Dt):	Maximum Daily Rate ($)	Minimum Rate ($)
Gathering Facilities	0.04858	0.00000
Commodity Rate per Dt		
Gathering Facilities	0.00076	0.00076

Note:

1/ To the extent a Buyer has access to Transco's designated gathering points referenced on Sheet Nos. 31 through 35 of Seller's Volume No. 1 Tariff, such Buyer may elect to subscribe to any of such points on a firm basis, if available. Absent such election, the interruptible gathering charges shall apply, where applicable.

LIST OF GATHERING POINTS

The list of gathering points reflected on tariff sheet numbers 31 - 35 proposed effective October 1, 2006 pursuant to Transco's NGA Section 4 general rate case filed August 31, 2006 is provided for reference purposes only, and shall in no way limit Transco's ability to apply its separately stated gathering charge at any locations where facilities on Transco's system are designated as gathering. Transco will endeavor to update the tariff list of gathering points periodically as gathering locations are added or removed from Transco's system.

Location ID Number	Location Name	Meter	Line
1007073	Bassfield Deen 1	3408	Bassfield - Shubuta Lateral
9000920	Bayou Couba	2148	Raceland Lateral
-	Black Creek Field	268	Off-system Stub
-	Chloe	197	Off-system Stub
1000387	Collins E	3466	Sun Speed Lateral
1006750	Darbun Field	3446	Transco Mainline
-	Dejay Field	223	Off-system Stub
1200054	HI A-384	90120	H Island A-384-573 GB 224 573 Stub
1200031	HI A-283	104	HI A-443 A-283 283 Stub
-	Johns Field	278	Off-system Stub
9000942	Knoxo Bullock	3449	Knoxo Bullock Stub
-	Myette Point	2612	Off-system Stub
1002158	Newsom-Sibley	3452	Morgantown Lateral
1007075	Oakvale #32	3426	Davis Oakvale Lateral
1000209	Point Au Fer M2129	2129	Southeast Louisiana Lateral
1001120	Point Au Fer M2136	2136	Southeast Louisiana Lateral
-	Point Au Fer Sun	2129	Southeast Louisiana Lateral
1006715	Point Au Fer M2189	2189	Southeast Louisiana Lateral
1000467	Raccourci Island	2690	Raccourci Island Lateral
1001327	Sharon	3000	Transco Mainline
1000050	Ship Shoal 246A	1000050	Southeast Louisiana Lateral
-	Simon Pass	2173	Southeast Louisiana Lateral
-	Sour Lake East	1364	Transco Mainline
1000180	Washington MIO	2396	Washington Field Lateral
-	West Cameron Block 342	-	Off-system Stub

LIST OF GATHERING POINTS
(Continued)

Refunctionalized consistent with the Commission's order in Docket No. CP01-34.

Location ID Number	Location Name	Meter	Line
1000084	Brazos 437#1	1433	Central Texas Gathering System
1007208	Brazos 437#2	1435	Central Texas Gathering System
1007207	Brazos 437#7	1520	Central Texas Gathering System
1007158	Brazos 453	1549	Central Texas Gathering System
1005218	Brazos 545	1624	Central Texas Gathering System
1006866	Brazos 542	1604	Central Texas Gathering System
1000086	Brazos A 20/19	1656	Central Texas Gathering System
9004263	Brazos A-1/502-A	1756	Central Texas Gathering System
9000980	Brazos A 21	1610	Central Texas Gathering System
1008073	Brazos A 21 B	1631	Central Texas Gathering System
1000466	Brazos A 7	1496	Central Texas Gathering System
1002914	Brazos 52	1512	Central Texas Gathering System
1000714	Brazos A 22	3296	Central Texas Gathering System
1002915	Brazos 52	1527	Central Texas Gathering System
1000459	Brazos A 23	1529	Central Texas Gathering System
1000476	Brazos A 39	1500	Central Texas Gathering System
9001580	Brazos 504	1450	Central Texas Gathering System
1007875	Brazos A 47	3280	Central Texas Gathering System
1000087	Brazos A-70	1341	Central Texas Gathering System
9003421	Brazos A-76 #2	1752	Central Texas Gathering System
1002704	Galveston 395	1629	Central Texas Gathering System
1007084	Brazos A 105	3231	Central Texas Gathering System
1000089	Brazos 133 A	1334	Central Texas Gathering System
1009500	Brazos A 133 B	1524	Central Texas Gathering System
1000494	Galveston 393 C	1487	Central Texas Gathering System
9003320	Galveston A-40	1751	Central Texas Gathering System
1007338	Galveston A 50	1614	Central Texas Gathering System
1001518	Galveston 350	3538	Central Texas Gathering System
1000727	Matagorda Island A4	1559	Central Texas Gathering System
1000120	Matagorda Island A7	1407	Central Texas Gathering System
1000122	Mustang Island A 85	1438	Central Texas Gathering System
1000517	Matagorda Island 669 - Cities	-	Central Texas Gathering System
1001100	Matagorda Island 705	1576	Central Texas Gathering System
1000600	Mustang Island A 111	1508	Central Texas Gathering System
1000516	Matagorda Island 639	1547	Central Texas Gathering System
1002923	Matagorda Island 669 "A"	1506	Central Texas Gathering System
1002925	Matagorda Island 669 "B"	1516	Central Texas Gathering System
1000832	Matagorda Island 670	1563	Central Texas Gathering System
1001147	Matagorda Island 603	1591	Central Texas Gathering System
1000598	Matagorda Island 668	1510	Central Texas Gathering System
9002621	Brazos Block A-2 JCT	1586	Central Texas Gathering System
9002622	Galveston Block 391B	1482	Central Texas Gathering System
-	Brazos Block A-16	3299	Central Texas Gathering System
9002623	Brazos Block A-17	3259	Central Texas Gathering System
9002624	Matagorda Island Block 619	1402	Central Texas Gathering System
-	Galveston 393B	1485	Central Texas Gathering System

LIST OF GATHERING POINTS
(Continued)

Refunctionalized consistent with the Commission's order in Docket No. CP01-34. (Continued)

Location ID Number	Location Name	Meter	Line
1005726	Brazos Block 415	1690	Central Texas Gathering System
-	Galveston 349	1580	Central Texas Gathering System
9003180	Galveston 355	1747	Central Texas Gathering System
-	Matagorda Island Block 682	1599	Central Texas Gathering System
-	Brazos Block 455	1615	Central Texas Gathering System
-	Brazos Block 398	1617	Central Texas Gathering System
-	Brazos Block 507	1622	Central Texas Gathering System
-	Galveston Block 385	3537	Central Texas Gathering System
1000440	Brazos Block 578	1453	Central Texas Gathering System
1001358	Brazos Block A-7 B	1646	Central Texas Gathering System
9001800	Brazos Block A-2 #2	1716	Central Texas Gathering System
1000088	Brazos Block A-76	1223	Central Texas Gathering System
1003491	Galveston Block 389	1667	Central Texas Gathering System
1007419	Mustang Island 103	1696	Central Texas Gathering System
9001801	Matagorda Island A-5	1717	Central Texas Gathering System
1005717	Galveston Island Block 352	1689	Central Texas Gathering System
9001100	Galveston Island Block 424	1710	Central Texas Gathering System
1003095	Matagorda Island Block 704	1661	Central Texas Gathering System
9001860	Matagorda Island 639/640	1718	Central Texas Gathering System
9002720	Matagorda Island 654	1739	Central Texas Gathering System

Refunctionalized consistent with the Commission's order in Docket No. CP01-104.

Location ID Number	Location Name	Meter	Line
1000096	High Island 22/23	1263	Southwest Louisiana Lateral
1005016	High Island 23	1623	Southwest Louisiana Lateral
9003420	High Island 24	1753	Southwest Louisiana Lateral
1000097	High Island 52 L	1183	Southwest Louisiana Lateral
9003520	High Island 156	1754	Southwest Louisiana Lateral
1003431	High Island 199	1664	Southwest Louisiana Lateral
1002780	High Island 110L	1278	Southwest Louisiana Lateral
1002781	High Island 110L B	1431	Southwest Louisiana Lateral
1003509	High Island 195	1670	Southwest Louisiana Lateral
1003490	High Island 139	1671	Southwest Louisiana Lateral
1003510	High Island 176B	1669	Southwest Louisiana Lateral
1000171	High Island 176	1552	Southwest Louisiana Lateral
1000099	High Island 140L	1346	Southwest Louisiana Lateral
1000100	High Island 154L	1274	Southwest Louisiana Lateral
1008546	High Island 177	1545	Southwest Louisiana Lateral
1001182	High Island 154	1645	Southwest Louisiana Lateral
1000101	High Island 179	1000101	Southwest Louisiana Lateral

LIST OF GATHERING POINTS
(Continued)

Refunctionalized consistent with the Commission's order in Docket No. CP01-104. (Continued)

Location ID Number	Location Name	Meter	Line
9000147	Galveston 151	9000147	Southwest Louisiana Lateral
9000840	High Island 193	9000840	Southwest Louisiana Lateral
9000070	High Island 206	1697	Southwest Louisiana Lateral
1001391	High Island 179	1391	Southwest Louisiana Lateral
1007171	High Island A68	1536	Southwest Louisiana Lateral
1007173	High Island 206	1568	Southwest Louisiana Lateral
1000102	High Island 206L	1609	Southwest Louisiana Lateral
1000102	High Island 206L	1272	Southwest Louisiana Lateral
1002356	High Island 21	1585	Southwest Louisiana Lateral
1002160	High Island 235	1650	Southwest Louisiana Lateral
1000599	High Island A 20	1514	Southwest Louisiana Lateral
1004674	High Island 233	1676	Southwest Louisiana Lateral
1002997	High Island 261/206	300	Southwest Louisiana Lateral
1003789	Galveston 210	1611	Southwest Louisiana Lateral
1009518	Galveston 211	1522	Southwest Louisiana Lateral
1003573	Galveston 239	1608	Southwest Louisiana Lateral
1000094	Galveston 255	1276	Southwest Louisiana Lateral
1006985	Galveston 223	1440	Southwest Louisiana Lateral
9004042	High Island 33	1640	Southwest Louisiana Lateral
-	High Island 92	1618	Southwest Louisiana Lateral
-	High Island 140/175	1541	Southwest Louisiana Lateral
-	High Island 232 Junction	2758	Southwest Louisiana Lateral
-	High Island A-69	1574	Southwest Louisiana Lateral
-	High Island A-22	1581	Southwest Louisiana Lateral
9000144	High Island 194	9000144	Southwest Louisiana Lateral
9000143	High Island 193/A-11	9000143	Southwest Louisiana Lateral
9000146	Galveston 150	9000146	Southwest Louisiana Lateral
1005493	High Island 25/33	1686	Southwest Louisiana Lateral
1004672	High Island 52	1675	Southwest Louisiana Lateral
9001540	High Island 170	1712	Southwest Louisiana Lateral
1005746	High Island 197	1691	Southwest Louisiana Lateral
1008667	High Island 98	1636	Southwest Louisiana Lateral
9000225	Galveston 209	1694	Southwest Louisiana Lateral
9001861	Galveston 227	1719	Southwest Louisiana Lateral
9002480	Galveston 210	1734	Southwest Louisiana Lateral
1000098	High Island 111/110/138	-	Southwest Louisiana Lateral
1003573	Galveston 239	1608	Southwest Louisiana Lateral
1003789	Galveston 210	1611	Southwest Louisiana Lateral
9000145	High Island 194 B	-	Southwest Louisiana Lateral
9004262	High Island 33/23	1757	Southwest Louisiana Lateral
9004522	High Island 138	1758	Southwest Louisiana Lateral
9004542	High Island 10	1759	Southwest Louisiana Lateral

LIST OF GATHERING POINTS
(Continued)

Refunctionalized consistent with the Commission's order in Docket No. CP01-369.

Location ID Number	Location Name	Meter	Line
1000596	Egan C	3188	Central Louisiana Lateral
1006058	Crowley Tennessee	3222	Central Louisiana Lateral
1000608	Acadia Plant Egan	2000	Central Louisiana Lateral
1006913	Leleux Amerada	2052	Central Louisiana Lateral
1005774	Duson S	2656	Central Louisiana Lateral
1006388	Kaplan Sabine	2801	Central Louisiana Lateral
1002807	Gueydan SE	2335	Central Louisiana Lateral
1006358	Kaplan Field	2694	Central Louisiana Lateral
1000162	Gueydan	2060	Central Louisiana Lateral
1001024	Live Oak	2308	Central Louisiana Lateral
1006885	Vermilion 76 Flash	3580	Central Louisiana Lateral
1009363	Henry Live Oak	2303	Central Louisiana Lateral
1002668	Live Oak Henry B	2845	Central Louisiana Lateral
9001480	Live Oak Sinclair M2056	2056	Central Louisiana Lateral
1007327	Live Oak Sinclair M2042	2042	Central Louisiana Lateral
1006463	Live Oak Sinclair M2055	2055	Central Louisiana Lateral
1000181	White Lake E	2008	Central Louisiana Lateral
1009364	White Lake E	2827	Central Louisiana Lateral
1095139	Live Oak	2862	Central Louisiana Lateral
1006121	Henry Gas Plant	2374	Central Louisiana Lateral
1005654	Tigre Lagoon	2005	Central Louisiana Lateral
1003384	Tigre Lagoon R	2803	Central Louisiana Lateral
1000182	White Lake W	2009	Central Louisiana Lateral
1000161	Fresh Water Bayou	2094	Central Louisiana Lateral
1000056	Vermilion Block 46/35	2232	Central Louisiana Lateral
1006400	Vermilion Block 22	2278	Central Louisiana Lateral
9000185	Vermilion Block 22	-	Central Louisiana Lateral
1000448	Vermilion Block 76/58	2597	Central Louisiana Lateral
1000447	Vermilion Block 76/67	2202	Central Louisiana Lateral
1006300	Vermilion Block 77/84	2583	Central Louisiana Lateral
9000186	E Cameron 57 behind V22	9000186	Central Louisiana Lateral
1002924	Vermilion Block 83	2846	Central Louisiana Lateral
1008505	Vermilion Block 66/78	2766	Central Louisiana Lateral
1006263	Vermilion Block 129	2870	Central Louisiana Lateral
1001082	East Cameron Block 109	2792	Central Louisiana Lateral
1000014	East Cameron Block 89	2462	Central Louisiana Lateral
9000067	Vermilion Block 102 A	2587	Central Louisiana Lateral
1000080	Vermilion Block 131	2516	Central Louisiana Lateral
1001837	Vermilion Block 87	2843	Central Louisiana Lateral
9003902	Girouard #1	2898	Central Louisiana Lateral
9004602	Fort Henry	2901	Central Louisiana Lateral

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE ICTS - INTERCONNECT TRANSFER SERVICE

Rate Schedule and Section ICTS - Interconnect Transfer Service	Maximum Rate ($)	Minimum Rate ($)
3.1 Commodity Rate per dt	0.05000	0.00100

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE PAL - PARKING AND LOANING SERVICE

Rate Schedule and Section PAL - Parking and Loaning Service	Maximum Rate ($)	Minimum Rate ($)
3.2 Parking Service		
Charge per dt/day for first day of service	0.20000	0.00860
Charge per dt/day for each consecutive day of service thereafter	0.10000	0.00860
3.3 Loaning Service		
Charge per dt/day for first day of service	0.20000	0.00860
Charge per dt/day for each consecutive day of service thereafter	0.10000	0.00860

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FTN AND PART 284 OF THE
REGULATIONS OF THE FERC

Daily Reservation Rate per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 1/	Minimum Rate 2/ 3/
	($)	($)	($)	($)	($)
1-1	0.06895	0.00000	0.00015	0.06910	0.00015
1-2, 2-1	0.09507	0.00000	0.00035	0.09542	0.00035
1-3, 3-1	0.13893	0.00000	0.00066	0.13959	0.00066
1-4, 4-1	0.29693	0.00000	0.00171	0.29864	0.00171
1-5, 5-1	0.40938	0.00000	0.00248	0.41186	0.00248
1-6, 6-1	0.47580	0.00000	0.00297	0.47877	0.00297
2-2	0.07533	0.00000	0.00020	0.07553	0.00020
2-3, 3-2	0.11919	0.00000	0.00051	0.11970	0.00051
2-4, 4-2	0.27719	0.00000	0.00156	0.27875	0.00156
2-5, 5-2	0.38964	0.00000	0.00233	0.39197	0.00233
2-6, 6-2	0.45606	0.00000	0.00282	0.45888	0.00282
3-3	0.09307	0.00000	0.00031	0.09338	0.00031
3-4, 4-3	0.25107	0.00000	0.00136	0.25243	0.00136
3-5, 5-3	0.36352	0.00000	0.00213	0.36565	0.00213
3-6, 6-3	0.42994	0.00000	0.00262	0.43256	0.00262
4-4	0.20721	0.00000	0.00105	0.20826	0.00105
4-5, 5-4	0.31966	0.00000	0.00182	0.32148	0.00182
4-6, 6-4	0.38608	0.00000	0.00231	0.38839	0.00231
4A-4A	0.08814	0.00000	0.00029	0.08843	0.00029
4B-4B	0.07308	0.00000	0.00018	0.07326	0.00018
4B-4A,4A-4B	0.11201	0.00000	0.00047	0.11248	0.00047
5-5	0.16166	0.00000	0.00077	0.16243	0.00077
5-6, 6-5	0.22808	0.00000	0.00126	0.22934	0.00126
6-6	0.11563	0.00000	0.00049	0.11612	0.00049

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
2/ The Variable Cost unit rate plus the Electric Power unit rate.
3/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FTN AND PART 284 OF THE REGULATIONS OF THE FERC (CONTINUED)

Commodity Rate per dt (excluding surcharge) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 2/	Minimum Rate 3/
	($)	($)	($)	($)	($)
1-1	0.00000	0.00126	0.00048	0.00174	0.00174
1-2, 2-1	0.00000	0.00324	0.00113	0.00437	0.00437
1-3, 3-1	0.00000	0.00550	0.00188	0.00738	0.00738
1-4, 4-1	0.00000	0.01557	0.00514	0.02071	0.02071
1-5, 5-1	0.00000	0.02313	0.00770	0.03083	0.03083
1-6, 6-1	0.00000	0.02743	0.00921	0.03664	0.03664
2-2	0.00000	0.00198	0.00065	0.00263	0.00263
2-3, 3-2	0.00000	0.00424	0.00140	0.00564	0.00564
2-4, 4-2	0.00000	0.01431	0.00466	0.01897	0.01897
2-5, 5-2	0.00000	0.02187	0.00722	0.02909	0.02909
2-6, 6-2	0.00000	0.02617	0.00873	0.03490	0.03490
3-3	0.00000	0.00226	0.00075	0.00301	0.00301
3-3 (WSS-Open Access Wth)	0.00000	0.00000	0.00000	0.00000	0.00000
3-4, 4-3	0.00000	0.01233	0.00401	0.01634	0.01634
3-5, 5-3	0.00000	0.01989	0.00657	0.02646	0.02646
3-6, 6-3	0.00000	0.02419	0.00808	0.03227	0.03227
4-4	0.00000	0.01007	0.00326	0.01333	0.01333
4-5, 5-4	0.00000	0.01763	0.00582	0.02345	0.02345
4-6, 6-4	0.00000	0.02193	0.00733	0.02926	0.02926
4A-4A	0.00000	0.00234	0.00080	0.00314	0.00314
4B-4B	0.00000	0.00154	0.00054	0.00208	0.00208
4B-4A, 4A-4B	0.00000	0.00388	0.00134	0.00522	0.00522
5-5	0.00000	0.00756	0.00256	0.01012	0.01012
5-6, 6-5	0.00000	0.01186	0.00407	0.01593	0.01593
6-6	0.00000	0.00430	0.00151	0.00581	0.00581

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:
1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost Unit Rates plus the Electric Power unit rate.
3/ The Variable Cost Unit Rate plus the Electric Power unit rate.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FT-G AND PART 284 OF THE
REGULATIONS OF THE FERC

Usage Rate per dt (excluding surcharge) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 2/	Minimum Rate 3/
	($)	($)	($)	($)	($)
1-1	0.11958	0.00142	0.00073	0.12173	0.00215
1-2, 2-1	0.16311	0.00340	0.00171	0.16822	0.00511
1-3, 3-1	0.23621	0.00566	0.00298	0.24485	0.00864
1-4, 4-1	0.49954	0.01573	0.00799	0.52326	0.02372
1-5, 5-1	0.68696	0.02329	0.01183	0.72208	0.03512
1-6, 6-1	0.79766	0.02759	0.01416	0.83941	0.04175
2-2	0.13021	0.00214	0.00098	0.13333	0.00312
2-3, 3-2	0.20331	0.00440	0.00225	0.20996	0.00665
2-4, 4-2	0.46664	0.01447	0.00726	0.48837	0.02173
2-5, 5-2	0.65406	0.02203	0.01110	0.68719	0.03313
2-6, 6-2	0.76476	0.02633	0.01343	0.80452	0.03976
3-3	0.15978	0.00242	0.00127	0.16347	0.00369
3-3 (WSS-Open Access Wth)	0.08668	0.00016	0.00000	0.08684	0.00016
3-4, 4-3	0.42311	0.01249	0.00628	0.44188	0.01877
3-5, 5-3	0.61053	0.02005	0.01012	0.64070	0.03017
3-6, 6-3	0.72123	0.02435	0.01245	0.75803	0.03680
4-4	0.35001	0.01023	0.00501	0.36525	0.01524
4-5, 5-4	0.53743	0.01779	0.00885	0.56407	0.02664
4-6, 6-4	0.64813	0.02209	0.01118	0.68140	0.03327
4A-4A	0.15156	0.00250	0.00128	0.15534	0.00378
4B-4B	0.12646	0.00170	0.00084	0.12900	0.00254
4B-4A, 4A-4B	0.19134	0.00404	0.00212	0.19750	0.00616
5-5	0.27410	0.00772	0.00384	0.28566	0.01156
5-6, 6-5	0.38480	0.01202	0.00617	0.40299	0.01819
6-6	0.19738	0.00446	0.00233	0.20417	0.00679

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
3/ The Variable Cost unit rate plus the Electric Power unit rate.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FT AND PART 284 OF THE
REGULATIONS OF THE FERC

Daily Reservation Rate per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 1/	Minimum Rate 2/ 3/
	($)	($)	($)	($)	($)
1-1	0.07175	0.00000	0.00015	0.07190	0.00015
1-2, 2-1	0.09787	0.00000	0.00035	0.09822	0.00035
1-3, 3-1	0.14173	0.00000	0.00066	0.14239	0.00066
1-4, 4-1	0.29973	0.00000	0.00171	0.30144	0.00171
1-5, 5-1	0.41218	0.00000	0.00248	0.41466	0.00248
1-6, 6-1	0.47860	0.00000	0.00297	0.48157	0.00297
2-2	0.07813	0.00000	0.00020	0.07833	0.00020
2-3, 3-2	0.12199	0.00000	0.00051	0.12250	0.00051
2-4, 4-2	0.27999	0.00000	0.00156	0.28155	0.00156
2-5, 5-2	0.39244	0.00000	0.00233	0.39477	0.00233
2-6, 6-2	0.45886	0.00000	0.00282	0.46168	0.00282
3-3	0.09587	0.00000	0.00031	0.09618	0.00031
3-4, 4-3	0.25387	0.00000	0.00136	0.25523	0.00136
3-5, 5-3	0.36632	0.00000	0.00213	0.36845	0.00213
3-6, 6-3	0.43274	0.00000	0.00262	0.43536	0.00262
4-4	0.21001	0.00000	0.00105	0.21106	0.00105
4-5, 5-4	0.32246	0.00000	0.00182	0.32428	0.00182
4-6, 6-4	0.38888	0.00000	0.00231	0.39119	0.00231
4A-4A	0.09094	0.00000	0.00029	0.09123	0.00029
4B-4B	0.07588	0.00000	0.00018	0.07606	0.00018
4B-4A,4A-4B	0.11481	0.00000	0.00047	0.11528	0.00047
5-5	0.16446	0.00000	0.00077	0.16523	0.00077
5-6, 6-5	0.23088	0.00000	0.00126	0.23214	0.00126
6-6	0.11843	0.00000	0.00049	0.11892	0.00049

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
2/ The Variable Cost unit rate plus the Electric Power unit rate.
3/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO RATE SCHEDULE FT
AND PART 284 OF THE REGULATIONS OF THE FERC (CONTINUED)

Commodity Rate per dt (excluding surcharge) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate ($)	Variable Cost Unit Rate ($)	Electric Power Unit Rate ($)	Maximum Rate 2/ ($)	Minimum Rate 3/ ($)
1-1	0.00000	0.00142	0.00048	0.00190	0.00190
1-2, 2-1	0.00000	0.00340	0.00113	0.00453	0.00453
1-3, 3-1	0.00000	0.00566	0.00188	0.00754	0.00754
1-4, 4-1	0.00000	0.01573	0.00514	0.02087	0.02087
1-5, 5-1	0.00000	0.02329	0.00770	0.03099	0.03099
1-6, 6-1	0.00000	0.02759	0.00921	0.03680	0.03680
2-2	0.00000	0.00214	0.00065	0.00279	0.00279
2-3, 3-2	0.00000	0.00440	0.00140	0.00580	0.00580
2-4, 4-2	0.00000	0.01447	0.00466	0.01913	0.01913
2-5, 5-2	0.00000	0.02203	0.00722	0.02925	0.02925
2-6, 6-2	0.00000	0.02633	0.00873	0.03506	0.03506
3-3	0.00000	0.00242	0.00075	0.00317	0.00317
3-3 (WSS-Open Access Wth)	0.00000	0.00016	0.00000	0.00016	0.00016
3-4, 4-3	0.00000	0.01249	0.00401	0.01650	0.01650
3-5, 5-3	0.00000	0.02005	0.00657	0.02662	0.02662
3-6, 6-3	0.00000	0.02435	0.00808	0.03243	0.03243
4-4	0.00000	0.01023	0.00326	0.01349	0.01349
4-5, 5-4	0.00000	0.01779	0.00582	0.02361	0.02361
4-6, 6-4	0.00000	0.02209	0.00733	0.02942	0.02942
4A-4A	0.00000	0.00250	0.00080	0.00330	0.00330
4B-4B	0.00000	0.00170	0.00054	0.00224	0.00224
4B-4A, 4A-4B	0.00000	0.00404	0.00134	0.00538	0.00538
5-5	0.00000	0.00772	0.00256	0.01028	0.01028
5-6, 6-5	0.00000	0.01202	0.00407	0.01609	0.01609
6-6	0.00000	0.00446	0.00151	0.00597	0.00597

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
3/ The Variable Cost unit rate plus the Electric Power unit rate.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SOUTHCOAST EXPANSION PROJECT (SOUTHCOAST)
FIRM TRANSPORTATION SERVICE

Incremental Southcoast Annual Firm Transportation

Reservation Rate per dt - Zone 4	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Firm Transportation Service For Specified Mainline Delivery Points		
Base Rate	0.17439	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.17544	0.00105
Firm Transportation Service For Specified Delivery Points on the Georgia Extension		
Base Rate	0.29435	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.29540	0.00105
Commodity Rate per dt - Zone 4		
Base Rate	0.00016	0.00016
Electric Power Unit Rate	0.00326	0.00326
Total Commodity Rate (excluding ACA) 2/ 3/	0.00342	0.00342

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
POCONO EXPANSION PROJECT (POCONO)
FIRM TRANSPORTATION SERVICE

Incremental Pocono Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt - Zone 6:		
Base Rate	0.11316	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Total Reservation Rate	0.11365	0.00049

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per dt - Zone 6:		
Base Rate	0.00016	0.00016
Electric Power Unit Rate	0.00151	0.00151
Total Commodity Rate (excluding ACA) 2/ 3/	0.00167	0.00167

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SUNBELT EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental SunBelt Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Capacity rights commencing at Station 65:		
Reservation Rate per dt - Zone 3-4:		
Base Rate	0.22677	0.00000 1/
Electric Power Unit Rate	0.00136	0.00136
Total Reservation Rate	0.22813	0.00136
Reservation Rate per dt - Zone 3-5:		
Base Rate	0.22677	0.00000 1/
Electric Power Unit Rate	0.00213	0.00213
Total Reservation Rate	0.22890	0.00213
Capacity rights commencing at Station 85:		
Reservation Rate per dt - Zone 4-4:		
Base Rate	0.16503	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.16608	0.00105
Reservation Rate per dt - Zone 4-5:		
Base Rate	0.16503	0.00000 1/
Electric Power Unit Rate	0.00182	0.00182
Total Reservation Rate	0.16685	0.00182

Note:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SUNBELT EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental SunBelt Annual Firm Transportation

Commodity Rate per dt

Receipt & Delivery Zone	Base Rate	Elec. Power Unit Rate	Max. Rate 1/ 2/ 3/	Min. Rate 1/ 2/ 3/
	($)	($)	($)	($)
3-3	0.00030	0.00075	0.00105	0.00105
3-3 (WSS-Open Access Wth)	0.00016	0.00000	0.00016	0.00016
3-4, 4-3	0.00198	0.00401	0.00599	0.00599
3-5, 5-3	0.00245	0.00657	0.00902	0.00902
4-4	0.00184	0.00326	0.00510	0.00510
4-5, 5-4	0.00231	0.00582	0.00813	0.00813
5-5	0.00063	0.00256	0.00319	0.00319

Notes:

1/ The Base Rate plus the Electric Power unit rate.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
CHEROKEE EXPANSION PROJECT (CHEROKEE)
FIRM TRANSPORTATION SERVICE

Incremental Cherokee Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt - Zone 4:		
Base Rate	0.35402	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Electric Power Unit Rate Surcharge	0.02253	0.02253
Total Reservation Rate	0.37760	0.02358

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per dt - Zone 4:		
Base Rate	0.00018	0.00018
Electric Power Unit Rate	0.00326	0.00326
Electric Power Unit Rate Surcharge	0.03195	0.03195
Total Commodity Rate (excluding ACA) 2/ 3/	0.03539	0.03539

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
MARKET LINK EXPANSION PROJECT PHASE II (MARKET LINK)
FIRM TRANSPORTATION SERVICE

Incremental Market Link Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt - Zone 6:		
Base Rate	0.38343	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Total Reservation Rate	0.38392	0.00049

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per dt - Zone 6:		
Base Rate	0.00016	0.00016
Electric Power Unit Rate	0.00151	0.00151
Total Commodity Rate (excluding ACA) 2/ 3/	0.00167	0.00167

Keyspan Gas East Corporation's (Keyspan) MarketLink Contract

The following recourse rates, which include the applicable Leidy to Long Island charges, shall apply to Keyspan's MarketLink FT contract demand entitlements (50,000dt/d):

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per Dt - Zone 6:		
Base Rate	0.38343	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Base Rate - Leidy to Long Island - Sta. 210 to Long Island	0.58366	0.00000 1/
Leidy to Long Island - Electric Power Unit Rate - Sta. 207	0.01880	0.01880
Total Reservation Rate	0.98638	0.01929

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per Dt - Zone 6:		
Base Rate	0.00016	0.00016
Electric Power Unit Rate	0.00151	0.00151
Base Rate - Leidy to Long Island	0.00000	0.00000
Leidy to Long Island - Electric Power Unit Rate - Sta. 207	0.14539	0.14539
Total Commodity Rate (excluding ACA) 2/ 3/	0.14706	0.14706

Notes:
1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.
2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.
3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SUNDANCE EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental Sundance Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Capacity rights commencing at Station 65:		
Reservation Rate per dt - Zone 3-4:		
Base Rate	0.23879	0.00000 1/
Electric Power Unit Rate	0.00136	0.00136
Total Reservation Rate	0.24015	0.00136
Reservation Rate per dt - Zone 3-5:		
Base Rate	0.23879	0.00000 1/
Electric Power Unit Rate	0.00213	0.00213
Total Reservation Rate	0.24092	0.00213
Capacity rights commencing at Destin:		
Reservation Rate per dt - Zone 4-4:		
Base Rate	0.23879	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.23984	0.00105
Reservation Rate per dt - Zone 4-5:		
Base Rate	0.23879	0.00000 1/
Electric Power Unit Rate	0.00182	0.00182
Total Reservation Rate	0.24061	0.00182
Firm transportation service for specified delivery points on the North Georgia extension:		
Reservation Rate per dt - Zone 4:		
Base Rate	0.38772	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.38877	0.00105

Note:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SUNDANCE EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental Sundance Annual Firm Transportation

Commodity Rate per dt

Receipt & Delivery Zone	Base Rate	Elec. Power Unit Rate	Max. Rate 1/ 2/	Min. Rate 1/ 2/
	($)	($)	($)	($)
3-3	0.00016	0.00075	0.00091	0.00091
3-3 (WSS-Open Access Wth)	0.00016	0.00000	0.00016	0.00016
3-4, 4-3	0.00016	0.00401	0.00417	0.00417
3-5, 5-3	0.00016	0.00657	0.00673	0.00673
4-4	0.00016	0.00326	0.00342	0.00342
4-5, 5-4	0.00016	0.00582	0.00598	0.00598
5-5	0.00016	0.00256	0.00272	0.00272

Notes:

1/ The Base Rate plus the Electric Power unit rate.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
POTOMAC EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental Potomac Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt - Zone 5-5:		
Base Rate	0.28628	0.00000 1/
Electric Power Unit Rate	0.00077	0.00077
Total Reservation Rate	0.28705	0.00077
Reservation Rate per dt - Zone 5-6:		
Base Rate	0.28628	0.00000 1/
Electric Power Unit Rate	0.00126	0.00126
Total Reservation Rate	0.28754	0.00126

Commodity Rate per dt: 2/ 3/

Receipt & Delivery Zone	Base Rate ($)	Electric Power Unit Rate ($)	Max. Rate 4/ ($)	Min. Rate 4/ ($)
5-5	0.00000	0.00256	0.00256	0.00256
5-6, 6-5	0.00000	0.00407	0.00407	0.00407
6-6	0.00000	0.00151	0.00151	0.00151

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

4/ The Base Rate plus the Electric Power unit rate.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
LEIDY EAST EXPANSION PROJECT (LEIDY EAST)
FIRM TRANSPORTATION SERVICE

Incremental Leidy East Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt - Zone 6:		
Base Rate	0.37229	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Total Reservation Rate	0.37278	0.00049

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per dt - Zone 6:		
Base Rate	0.00016	0.00016
Electric Power Unit Rate	0.00151	0.00151
Total Commodity Rate (excluding ACA) 2/ 3/	0.00167	0.00167

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
MOMENTUM EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental Momentum Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Capacity rights commencing at Station 65:		
Reservation Rate per dt - Zone 3-4:		
Base Rate	0.26759	0.00000 1/
Electric Power Unit Rate	0.00136	0.00136
Total Reservation Rate	0.26895	0.00136
Reservation Rate per dt - Zone 3-5:		
Base Rate	0.39465	0.00000 1/
Electric Power Unit Rate	0.00213	0.00213
Total Reservation Rate	0.39678	0.00213
Capacity rights commencing at Destin:		
Reservation Rate per dt - Zone 4-4:		
Base Rate	0.21485	0.00000 1/
Electric Power Unit Rate	0.00105	0.00105
Total Reservation Rate	0.21590	0.00105
Reservation Rate per dt - Zone 4-5:		
Base Rate	0.34191	0.00000 1/
Electric Power Unit Rate	0.00182	0.00182
Total Reservation Rate	0.34373	0.00182

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
MOMENTUM EXPANSION PROJECT
FIRM TRANSPORTATION SERVICE

Incremental Momentum Annual Firm Transportation

Commodity Rate per dt

Receipt & Delivery Zone	Base Rate	Elec. Power Unit Rate	Max. Rate 1/ 2/ 3/	Min. Rate 1/ 2/ 3/
	($)	($)	($)	($)
3-3	0.00016	0.00075	0.00091	0.00091
3-3 (WSS-Open Access Wth)	0.00016	0.00000	0.00016	0.00016
3-4, 4-3	0.00016	0.00401	0.00417	0.00417
3-5, 5-3	0.00016	0.00657	0.00673	0.00673
4-4	0.00016	0.00326	0.00342	0.00342
4-5, 5-4	0.00016	0.00582	0.00598	0.00598
5-5	0.00016	0.00256	0.00272	0.00272

Notes:

1/ The Base Rate plus the Electric Power unit rate.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
LEIDY TO LONG ISLAND EXPANSION PROJECT (LEIDY TO LONG ISLAND)
FIRM TRANSPORTATION SERVICE

Incremental Leidy to Long Island Annual Firm Transportation

The following recourse rates shall apply to Keyspan Gas East Corporation's (Keyspan) Leidy to Long Island FT contract demand entitlements (50,000 dt/d):

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per Dt - Zone 6:		
Base Rate - Leidy to Sta. 210	0.65546	0.00000 1/
Base Rate - Sta. 210 to Long Island	0.58366	0.00000 1/
Electric Power Unit Rate - Zone 6	0.00049	0.00049
Electric Power Unit Rate - Sta. 207	0.01880	0.01880
Total Reservation Rate	1.25841	0.01929

	Maximum Rate ($)	Minimum Rate ($)
Commodity Rate per Dt - Zone 6:		
Base Rate	0.00000	0.00000
Electric Power Unit Rate - Zone 6	0.00151	0.00151
Electric Power Unit Rate - Sta. 207	0.14539	0.14539
Total Commodity Rate (excluding surcharges) 2/ 3/	0.14690	0.14690

Station 210 to Long Island Charges applicable to Keyspan's MarketLink Contract

The reservation rates for Station 210 to Long Island and for the Station 207 electric power charge, as shown above, shall also apply to Keyspan's MarketLink FT contract demand entitlements (50,000 dt/d). The commodity base rate and Station 207 electric power unit rate, as shown above, shall also apply to volumes transported under Keyspan's MarketLink FT contract. The reservation and commodity recourse rates applicable to Keyspan's MarketLink FT contract are shown on Sheet No. 47.

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.
2/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $ 0.00190, if applicable.
3/ The Total Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SENTINEL EXPANSION PROJECT (SENTINEL)
FIRM TRANSPORTATION SERVICE

Incremental Sentinel Annual Firm Transportation

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Non-New York Deliveries:		
Reservation Rate per dt - Zone 5 - 6:		
Base Rate	0.73632	0.00000 1/
Electric Power Unit Rate	0.00126	0.00126
Total Reservation Rate	0.73758	0.00126
Reservation Rate per dt - Zone 6 - 6:		
Base Rate	0.73632	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Total Reservation Rate	0.73681	0.00049
New York Deliveries:		
Reservation Rate per dt - Zone 5 - 6:		
Base Rate	1.32214	0.00000 1/
Electric Power Unit Rate	0.00126	0.00126
Total Reservation Rate	1.32340	0.00126
Reservation Rate per dt - Zone 6 - 6:		
Base Rate	1.32214	0.00000 1/
Electric Power Unit Rate	0.00049	0.00049
Total Reservation Rate	1.32263	0.00049

Meter Station Surcharge Rates:

In addition to the reservation rates stated above, the meter station surcharge rates shall apply to the following customers' Sentinel contract demand entitlements (dt/d):

Buyer		Maximum Rate ($)	Minimum Rate ($)
Delmarva Power & Light Company	2/	0.09778	0.00000 1/
Pivotal Utility Holdings, Inc.	2/	0.22511	0.00000 1/
PSEG Power, LLC	2/	0.13551	0.00000 1/

See footnotes on the following Sheet No. 55A.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SENTINEL EXPANSION PROJECT (SENTINEL)
FIRM TRANSPORTATION SERVICE

Notes:

1/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

2/ Each Buyer will be assessed the meter station surcharge for the agreed upon term as follows:

Buyer	Term	Commencement Date
Delmarva Power & Light Company	20 years, 5 months	December 21, 2008
Pivotal Utility Holdings, Inc.	20 years	*
PSEG Power, LLC	5 years	*

* The later of November 1, 2009 or the in-service date of the Sentinel Phase 2 facilities.

In the event Buyer's Sentinel firm transportation service agreement(s) terminates prior to the end of the term of the service agreement(s) Buyer will pay, as a lump sum payment to Transco, the remaining net book value of the meter station facilities at the date of termination.

FIRM TRANSPORTATION SERVICE RATES
UNDER RATE SCHEDULE FT APPLICABLE TO
SENTINEL EXPANSION PROJECT (SENTINEL)
FIRM TRANSPORTATION SERVICE

Incremental Sentinel Annual Firm Transportation

Commodity Rate per dt:

Receipt & Delivery Zone	Base Rate	Elec. Power Unit Rate	Max. Rate 1/ 2/ 3/	Min. Rate 1/ 2/ 3/
	($)	($)	($)	($)
5-5	0.00000	0.00256	0.00256	0.00256
5-6, 6-5	0.00000	0.00407	0.00407	0.00407
6-6	0.00000	0.00151	0.00151	0.00151

Notes:

1/ The Base Rate plus the Electric Power unit rate.

2/ Pursuant to Section 27 of the General Terms and Conditions, the Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

3/ The Commodity Rate applies to upstream or downstream transactions on Buyer's primary or reverse path.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FT AND PART 284 OF THE REGULATIONS OF THE FERC
RESERVATION RATE SURCHARGES

Maiden Delivery Lateral

The following reservation rate surcharge shall apply each month to Piedmont Natural Gas Company's (Piedmont) contract demand entitlements under its firm transportation agreements that provide the ability to deliver gas to Piedmont's city-gate delivery points 1/:

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate Surcharge per dt	0.00574	0.00000

Note:

1/ To the extent that any third party permanently assumes any firm transportation agreement(s) to which the reservation surcharge applies, such surcharge shall be paid by that third party.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FT AND PART 284 OF THE REGULATIONS OF THE FERC
RESERVATION RATE SURCHARGES

Trenton Woodbury Expansion

The following reservation rate surcharge shall apply to Virginia Power Energy Marketing, Inc.'s (VAPEM) FT contract demand entitlements (21,037 dt/d) and to PECO Energy Company's (PECO) Leidy East FT contract demand entitlements (30,000 dt/d):

	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate Surcharge per dt	0.19240	0.00000

Sheet Nos. 59 - 78 Sheet Nos. 59 - 78

SHEET NOS. 59 - 78 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-395-000

Third Revised Sheet No. 79 Third Revised Sheet No. 79
Superseding: Second Revised Sheet No. 79

INTERRUPTIBLE TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE IT AND PART 284 OF THE
REGULATIONS OF THE FERC

Rate per dt (excluding surcharge) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate ($)	Variable Cost Unit Rate ($)	Electric Power Unit Rate ($)	Maximum Rate 2/ ($)	Minimum Rate 3/ ($)
1-1	0.07175	0.00142	0.00063	0.07380	0.00205
1-2,2-1	0.09787	0.00340	0.00148	0.10275	0.00488
1-3,3-1	0.14173	0.00566	0.00254	0.14993	0.00820
1-4,4-1	0.29973	0.01573	0.00685	0.32231	0.02258
1-4A,4A-1	0.33866	0.01807	0.00794	0.36467	0.02601
1-4B,4B-1	0.36253	0.01961	0.00866	0.39080	0.02827
1-5,5-1	0.41218	0.02329	0.01018	0.44565	0.03347
1-6,6-1	0.47860	0.02759	0.01218	0.51837	0.03977
2-2	0.07813	0.00214	0.00085	0.08112	0.00299
2-3,3-2	0.12199	0.00440	0.00191	0.12830	0.00631
2-4,4-2	0.27999	0.01447	0.00622	0.30068	0.02069
2-4A,4A-2	0.31892	0.01681	0.00731	0.34304	0.02412
2-4B,4B-2	0.34279	0.01835	0.00803	0.36917	0.02638
2-5,5-2	0.39244	0.02203	0.00955	0.42402	0.03158
2-6,6-2	0.45886	0.02633	0.01155	0.49674	0.03788
3-3	0.09587	0.00242	0.00106	0.09935	0.00348
3-3 (Washington Withdrawal)	0.05201	0.00016	0.00000	0.05217	0.00016
3-4,4-3	0.25387	0.01249	0.00537	0.27173	0.01786
3-4A,4A-3	0.29280	0.01483	0.00646	0.31409	0.02129
3-4B,4B-3	0.31667	0.01637	0.00718	0.34022	0.02355
3-5,5-3	0.36632	0.02005	0.00870	0.39507	0.02875
3-6,6-3	0.43274	0.02435	0.01070	0.46779	0.03505
4-4	0.21001	0.01023	0.00431	0.22455	0.01454
4-4A,4A-4	0.24894	0.01257	0.00540	0.26691	0.01797
4-4B,4B-4	0.27281	0.01411	0.00612	0.29304	0.02023
4-5,5-4	0.32246	0.01779	0.00764	0.34789	0.02543
4-6,6-4	0.38888	0.02209	0.00964	0.42061	0.03173
4A-4A	0.09094	0.00250	0.00109	0.09453	0.00359
4A-4B,4B-4A	0.11481	0.00404	0.00181	0.12066	0.00585
4A-5,5-4A	0.36139	0.02013	0.00873	0.39025	0.02886
4A-6,6-4A	0.42781	0.02443	0.01073	0.46297	0.03516
4B-4B	0.07588	0.00170	0.00072	0.07830	0.00242
4B-5,5-4B	0.38526	0.02167	0.00945	0.41638	0.03112
4B-6,6-4B	0.45168	0.02597	0.01145	0.48910	0.03742
5-5	0.16446	0.00772	0.00333	0.17551	0.01105
5-6,6-5	0.23088	0.01202	0.00533	0.24823	0.01735
6-6	0.11843	0.00446	0.00200	0.12489	0.00646

INTERRUPTIBLE TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE IT AND PART 284 OF THE
REGULATIONS OF THE FERC
(Continued)

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
3/ The Variable Cost unit rate plus the Electric Power unit rate.

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4 (Sta. 85)	Zone 4 (except Sta. 85), 4A & 4B 1/	Zone 5	Zone 6
Zone 1	0.31%	0.76%	1.20%	1.20%	3.29%	4.89%	5.78%
Zone 2		0.45%	0.89%	0.89%	2.98%	4.58%	5.47%
Zone 3			0.44%	0.44%	2.53%	4.13%	5.02%
Zone 4				0.00%	2.09%	3.69%	4.58%
Zone 5						1.60%	2.49%
Zone 6							0.89%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 2/	Zone 2 2/	Zone 3 2/	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.51%	0.51%	0.51%	2.60%	0.51%	0.51%	0.51%	4.20%	5.09%
Zone 4B	0.84%	0.84%	0.84%	2.93%	0.84%	0.84%	0.33%	4.53%	5.42%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

Notes:

1/ Transportation deliveries to Zone 4A or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.

2/ The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B 1/	Zone 5	Zone 6
Zone 1	0.30%	0.72%	1.17%	3.15%	3.15%	4.76%	5.65%
Zone 2		0.42%	0.87%	2.85%	2.85%	4.46%	5.35%
Zone 3			0.45%	2.43%	2.43%	4.04%	4.93%
Zone 4				1.98%	1.98%	3.59%	4.48%
Zone 5						1.61%	2.50%
Zone 6							0.89%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 2/	Zone 2 2/	Zone 3 2/	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.54%	0.54%	0.54%	2.52%	0.54%	0.54%	0.54%	4.13%	5.02%
Zone 4B	0.88%	0.88%	0.88%	2.86%	0.88%	0.88%	0.34%	4.47%	5.36%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

Notes:

1/ Transportation deliveries to Zone 4A or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.

2/ The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

Alternate Third Revised Sheet No. 81 Alternate Third Revised Sheet No. 81
Superseding: Second Revised Sheet No. 81

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B 1/	Zone 5	Zone 6
Zone 1	0.31%	0.76%	1.20%	3.29%	3.29%	4.89%	5.78%
Zone 2		0.45%	0.89%	2.98%	2.98%	4.58%	5.47%
Zone 3			0.44%	2.53%	2.53%	4.13%	5.02%
Zone 4				2.09%	2.09%	3.69%	4.58%
Sta. 85 pool 3/				0.00%	0.00%	1.60%	2.49%
Zone 5						1.60%	2.49%
Zone 6							0.89%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 2/	Zone 2 2/	Zone 3 2/	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.51%	0.51%	0.51%	2.60%	0.51%	0.51%	0.51%	4.20%	5.09%
Zone 4B	0.84%	0.84%	0.84%	2.93%	0.84%	0.84%	0.33%	4.53%	5.42%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

Notes:

1/ Transportation deliveries to Zone 4A or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.

2/ The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

3/ The stated fuel retention percentages for deliveries from the Station 85 pool apply to those nominations denoted by deal type, as specified in Section 28.1(a)(vii) of the General Terms and Conditions, that are not subject to the Zone 4 usage and fuel retention.

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B 1/	Zone 5	Zone 6
Zone 1	0.30%	0.72%	1.17%	3.15%	3.69%	4.76%	5.65%
Zone 2		0.42%	0.87%	2.85%	3.39%	4.46%	5.35%
Zone 3			0.45%	2.43%	2.97%	4.04%	4.93%
Zone 4				1.98%	2.52%	3.59%	4.48%
Zone 5						1.61%	2.50%
Zone 6							0.89%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 2/	Zone 2 2/	Zone 3 2/	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.54%	0.54%	0.54%	2.52%	0.54%	0.54%	0.54%	4.13%	5.02%
Zone 4B	0.88%	0.88%	0.88%	2.86%	0.88%	0.88%	0.34%	4.47%	5.36%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

Notes:

1/ Transportation deliveries to Zone 4B do not entail the forward-haul movement of gas in Zone 4B.

2/ The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO CERTIFICATED TRANSPORTATION
RENDERED PURSUANT TO SECTION 7(C)
OF THE NATURAL GAS ACT

Daily Reservation Rate Per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate ($)	Variable Cost Unit Rate ($)	Electric Power Unit Rate ($)	Total Rate 1/ ($)
1-1	0.07175	0.00000	0.00015	0.07190
1-2, 2-1	0.09787	0.00000	0.00035	0.09822
1-3, 3-1	0.14173	0.00000	0.00066	0.14239
1-4, 4-1	0.29973	0.00000	0.00171	0.30144
1-5, 5-1	0.41218	0.00000	0.00248	0.41466
1-6, 6-1	0.47860	0.00000	0.00297	0.48157
2-2	0.07813	0.00000	0.00020	0.07833
2-3, 3-2	0.12199	0.00000	0.00051	0.12250
2-4, 4-2	0.27999	0.00000	0.00156	0.28155
2-5, 5-2	0.39244	0.00000	0.00233	0.39477
2-6, 6-2	0.45886	0.00000	0.00282	0.46168
3-3	0.09587	0.00000	0.00031	0.09618
3-4, 4-3	0.25387	0.00000	0.00136	0.25523
3-5, 5-3	0.36632	0.00000	0.00213	0.36845
3-6, 6-3	0.43274	0.00000	0.00262	0.43536
4-4	0.21001	0.00000	0.00105	0.21106
4-5, 5-4	0.32246	0.00000	0.00182	0.32428
4-6, 6-4	0.38888	0.00000	0.00231	0.39119
4A-4A	0.09094	0.00000	0.00029	0.09123
4B-4B	0.07588	0.00000	0.00018	0.07606
4A-4B,4B-4A	0.11481	0.00000	0.00047	0.11528
5-5	0.16446	0.00000	0.00077	0.16523
5-6, 6-5	0.23088	0.00000	0.00126	0.23214
6-6	0.11843	0.00000	0.00049	0.11892

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Note:

1/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO CERTIFICATED TRANSPORTATION
RENDERED PURSUANT TO SECTION 7(C)
OF THE NATURAL GAS ACT
(Continued)

Commodity Rate Per dt (excluding surcharges) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate ($)	Variable Cost Unit Rate ($)	Electric Power Unit Rate ($)	Total Rate 2/ ($)
1-1	0.00000	0.00142	0.00048	0.00190
1-2, 2-1	0.00000	0.00340	0.00113	0.00453
1-3, 3-1	0.00000	0.00566	0.00188	0.00754
1-4, 4-1	0.00000	0.01573	0.00514	0.02087
1-5, 5-1	0.00000	0.02329	0.00770	0.03099
1-6, 6-1	0.00000	0.02759	0.00921	0.03680
2-2	0.00000	0.00214	0.00065	0.00279
2-3, 3-2	0.00000	0.00440	0.00140	0.00580
2-4, 4-2	0.00000	0.01447	0.00466	0.01913
2-5, 5-2	0.00000	0.02203	0.00722	0.02925
2-6, 6-2	0.00000	0.02633	0.00873	0.03506
3-3	0.00000	0.00242	0.00075	0.00317
3-3 (Washington withdrawal)	0.00000	0.00016	0.00000	0.00016
3-4, 4-3	0.00000	0.01249	0.00401	0.01650
3-5, 5-3	0.00000	0.02005	0.00657	0.02662
3-6, 6-3	0.00000	0.02435	0.00808	0.03243
4-4	0.00000	0.01023	0.00326	0.01349
4-5, 5-4	0.00000	0.01779	0.00582	0.02361
4-6, 6-4	0.00000	0.02209	0.00733	0.02942
4A-4A	0.00000	0.00250	0.00080	0.00330
4B-4B	0.00000	0.00170	0.00054	0.00224
4B-4A,4A-4B	0.00000	0.00404	0.00134	0.00538
5-5	0.00000	0.00772	0.00256	0.01028
5-6, 6-5	0.00000	0.01202	0.00407	0.01609
6-6	0.00000	0.00446	0.00151	0.00597

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:
1/ Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.

INTERRUPTIBLE TRANSPORTATION SERVICE RATES
APPLICABLE TO CERTIFICATED TRANSPORTATION
RENDERED PURSUANT TO SECTION 7(C)
OF THE NATURAL GAS ACT

Rate per dt (excluding surcharges) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate ($)	Variable Cost Unit Rate ($)	Electric Power Unit Rate ($)	Total Rate 2/ ($)
1-1	0.07175	0.00142	0.00063	0.07380
1-2,2-1	0.09787	0.00340	0.00148	0.10275
1-3,3-1	0.14173	0.00566	0.00254	0.14993
1-4,4-1	0.29973	0.01573	0.00685	0.32231
1-5,5-1	0.41218	0.02329	0.01018	0.44565
1-6,6-1	0.47860	0.02759	0.01218	0.51837
2-2	0.07813	0.00214	0.00085	0.08112
2-3,3-2	0.12199	0.00440	0.00191	0.12830
2-4,4-2	0.27999	0.01447	0.00622	0.30068
2-5,5-2	0.39244	0.02203	0.00955	0.42402
2-6,6-2	0.45886	0.02633	0.01155	0.49674
3-3	0.09587	0.00242	0.00106	0.09935
3-3 (Washington Withdrawal)	0.05201	0.00016	0.00000	0.05217
3-4,4-3	0.25387	0.01249	0.00537	0.27173
3-5,5-3	0.36632	0.02005	0.00870	0.39507
3-6,6-3	0.43274	0.02435	0.01070	0.46779
4-4	0.21001	0.01023	0.00431	0.22455
4-5,5-4	0.32246	0.01779	0.00764	0.34789
4-6,6-4	0.38888	0.02209	0.00964	0.42061
4A-4A	0.09094	0.00250	0.00109	0.09453
5-5	0.16446	0.00772	0.00333	0.17551
5-6,6-5	0.23088	0.01202	0.00533	0.24823
6-6	0.11843	0.00446	0.00200	0.12489

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.

RATES AND CHARGES APPLICABLE TO
INCREMENTAL LEIDY LINE ANNUAL FIRM TRANSPORTATION
RATE SCHEDULES X-269, X-270 AND X-274 THROUGH X-276

Firm Transportation

	Daily Rate Per dt ($)
Reservation Rate	
Zone 6 FT Rate	0.11843
Electric Power Unit Rate	0.00049
Total Rate	0.11892
Commodity Rate (excluding surcharges)	
Zone 6 FT Rate	0.00446
Electric Power Unit Rate	0.00151
Total Commodity Rate (excluding ACA)	0.00597

Annual Charge Adjustment (ACA)

Pursuant to Section 27 of the General Terms and Conditions, the Total Commodity Rate shall be increased to include the ACA unit rate of $0.00190, if applicable.

RATES AND CHARGES APPLICABLE TO
RATE SCHEDULE SS-1 SECTION 7(C) TRANSPORTATION SERVICE
FIRM TRANSPORTATION SERVICE

Firm Transportation	Daily Charge (dt) ($)
Demand Rate per dt	
Zone 6 FT Rate	0.04900
Electric Power Unit Rate	0.00020
Total Rate	0.04920
Commodity Rate per dt	
Zone 6 FT Rate	0.00446
Electric Power Unit Rate	0.00151
Total Rate	0.00597

TRADING FEES AND TRADING FUEL RETENTION PERCENTAGES
PURSUANT TO SECTION 25.4 AND 25.7 OF THE
GENERAL TERMS AND CONDITIONS

OIA 1 Firm Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.00198	0.00497	0.00830	0.02336	0.02336
Zone 2	-	-	0.00299	0.00632	0.02138	0.02138
Zone 3	-	-	-	0.00333	0.01839	0.01839
Zone 4	-	-	-	-	0.01506	0.01506
Zone 4A	0.00354*	0.00354*	0.00354*	0.00354*	-	-
Zone 4B	0.00587**	0.00587**	0.00587**	0.00587**	0.00233	-

OIA 1 Interruptible Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.02181	0.05103	0.09839	0.27203	0.27203
Zone 2	-	-	0.02922	0.07658	0.25022	0.25022
Zone 3	-	-	-	0.04736	0.22100	0.22100
Zone 4	-	-	-	-	0.17364	0.17364
Zone 4A	0.04263*	0.04263*	0.04263*	0.04263*	-	-
Zone 4B	0.06893**	0.06893**	0.06893**	0.06893**	0.02630	-

* The trading fee that applies to a trade that has a positive imbalance in Zone 4A represents the Zone 4A mileage component assessed for the forward haul miles required in Zone 4A.

** The trading fee that applies to a trade that has a positive imbalance in Zone 4B represents the Zone 4A and Zone 4B mileage components assessed for the forward haul miles required in Zone 4A and Zone 4B.

OIA 1 Trading Fuel Retention Percentages

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.42%	0.87%	2.85%	2.85%	2.85%
Zone 2	-	-	0.45%	2.43%	2.43%	2.43%
Zone 3	-	-	-	1.98%	1.98%	1.98%
Zone 4	-	-	-	-	-	-
Zone 4A	-	-	-	-	-	-
Zone 4B	0.54%	0.54%	0.54%	0.54%	0.54%	-

TRADING FEES AND TRADING FUEL RETENTION PERCENTAGES
PURSUANT TO SECTION 25.4 AND 25.7 OF THE
GENERAL TERMS AND CONDITIONS

OIA 1 Firm Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.00174	0.00437	0.00738	0.02071	0.02401
Zone 2	-	-	0.00263	0.00564	0.01897	0.02227
Zone 3	-	-	-	0.00301	0.01634	0.01964
Zone 4	-	-	-	-	0.01333	0.01663
Zone 4A	0.00314*	0.00314*	0.00314*	0.00314*	-	0.00314
Zone 4B	0.00522**	0.00522**	0.00522**	0.00522**	0.00208	-

OIA 1 Interruptible Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.02163	0.05058	0.09776	0.27014	0.31250
Zone 2	-	-	0.02895	0.07613	0.24851	0.29087
Zone 3	-	-	-	0.04718	0.21956	0.26192
Zone 4	-	-	-	-	0.17238	0.21474
Zone 4A	0.04236*	0.04236*	0.04236*	0.04236*	-	0.04236
Zone 4B	0.06849**	0.06849**	0.06849**	0.06849**	0.02613	-

* The trading fee that applies to a trade that has a positive imbalance in Zone 4A represents the Zone 4A mileage component assessed for the forward haul miles required in Zone 4A.

** The trading fee that applies to a trade that has a positive imbalance in Zone 4B represents the Zone 4A and Zone 4B mileage components assessed for the forward haul miles required in Zone 4A and Zone 4B.

OIA 1 Trading Fuel Retention Percentages

Positive Imbalance	Negative Imbalance					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 4B
Zone 1	-	0.42%	0.87%	2.85%	3.39%	3.39%
Zone 2	-	-	0.45%	2.43%	2.97%	2.97%
Zone 3	-	-	-	1.98%	2.52%	2.52%
Zone 4	-	-	-	-	-	-
Zone 4A	-	-	-	-	-	-
Zone 4B	0.54%	0.54%	0.54%	0.54%	0.54%	-

TRADING FEES AND TRADING FUEL RETENTION PERCENTAGES
PURSUANT TO SECTION 25.4 AND 25.7 OF THE
GENERAL TERMS AND CONDITIONS

OIA 2 Firm Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance		
	Zone 4	Zone 5	Zone 6
Zone 4	-	0.01506	0.02634
Zone 5	-	-	0.01128
Zone 6	-	-	-

OIA 2 Interruptible Trading Fee ($ per dt)

Positive Imbalance	Negative Imbalance		
	Zone 4	Zone 5	Zone 6
Zone 4	-	0.17364	0.29780
Zone 5	-	-	0.12416
Zone 6	-	-	-

OIA 2 Trading Fuel Retention Percentages

Positive Imbalance	Negative Imbalance		
	Zone 4	Zone 5	Zone 6
Zone 4	-	1.61%	2.50%
Zone 5	-	-	0.89%
Zone 6	-	-	-

FIRM TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE FDLS AND PART 284 OF THE REGULATIONS OF FERC

Delivery Lateral	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Reservation Rate per dt		
Commodity Rate per dt		
Fuel Retention Percentage		

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.
2/ The commodity rate applies to upstream or downstream transactions on Buyer's primary or reverse path.
3/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

INTERRUPTIBLE TRANSPORTATION SERVICE RATES
APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
RATE SCHEDULE IDLS AND PART 284 OF THE REGULATIONS OF FERC

Delivery Lateral	Maximum Daily Rate ($)	Minimum Daily Rate ($)
Rate per dt		
Fuel Retention Percentage		

Note:

1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of $0.00190, if applicable.

Sheet Nos. 91 - 99 Sheet Nos. 91 - 99

SHEET NOS. 91 - 99 ARE BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE GSS
General Storage Service

1. AVAILABILITY

This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter called Seller) of natural gas storage service by any utility or gas distribution agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand.
(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.
(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
(e) Excess Delivery from Buyer's Storage Gas Balance Charge: A charge per dt for all gas withdrawn from storage for Buyer in excess of Buyer's firm withdrawal entitlement.
(f) Excess End of Season Inventory Charge: The portion of Dominion Transmission Inc.'s (Dominion) excess end of season inventory charge under Dominion's Rate Schedule GSS which is allocated to Buyers under this rate schedule.

3.3 In addition to the fuel allowance set forth in Section 8 of this rate schedule, Seller shall retain from Buyer's nominated storage injections a percentage or percentages as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. The respective fuel retention percentages pursuant to Section 3.3 and Section 8 of this Rate Schedule are specified on Sheet No. 21 of this Tariff. The total fuel retention percentage under this Rate Schedule is shown on Sheets Nos. 21 and 28 of this Tariff.

3.4 This Section sets forth the procedures to (i) change Seller's rates under this rate schedule when Dominion, a provider of storage service necessary for Seller to provide storage service under this rate schedule, changes the rates and charges payable by Seller for such storage service and (ii) to flow-through refunds received from Dominion attributable to such storage service. The effective date of a change in Seller's rates filed pursuant to this Section 3.4 shall coincide with the effective date of any change in rates by Dominion under Dominion's Rate Schedule GSS.

(a) Rate Change - The charges under this rate schedule as shown on effective Sheet No. 21 of Volume No. 1 of this Tariff include amounts payable by Seller to Dominion for storage service under Dominion's Rate Schedule GSS. The service provided by Dominion is used by Seller to render a portion of the service to Buyers under Seller's Rate Schedule GSS. A change by Dominion in the charges payable by Seller shall be reflected in this rate schedule by the following procedure:

RATE SCHEDULE GSS
General Storage Service
(Continued)

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER (Continued)

3.4 (a) (i) Demand Charge - The Demand Charge shown on Sheet No. 21 is based, in part, on Dominion's Storage Demand Charge and on the ratio of Seller's Storage Demand with Dominion to the Storage Demand of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Demand Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Storage Demand Charge times the then-current ratio, rounded to the nearest one-thousandth of a cent.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge is based, in part, on Dominion's Storage Capacity Charge and on the ratio of Seller's Storage Capacity with Dominion to the Storage Capacity of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Storage Capacity Quantity Charge times the then-current ratio, rounded to the nearest one-thousandth of a cent.

(iii) Quantity Injected Charge and Quantity Withdrawn Charge - The Quantity Injected charge and the Quantity Withdrawn Charge are based, in part, on Dominion's Injection and Withdrawal Charges and on the ratio of Seller's projected injections and withdrawals with Dominion to the total projected injections and withdrawals of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Quantity Injected Charge and the Quantity Withdrawn Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Injection and Withdrawal Charges times the then-current ratio, rounded to the nearest one-thousandth of a cent.

(iv) Other Charges - The other charges contained in this rate schedule shall be changed to reflect any changes filed pursuant to subsections (i), (ii) and (iii) above.

(b) Notification - Seller shall give notice on 1Line of any proposed rate change filed by Dominion which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

(c) Seller's Tracker Filings - Seller shall file to track any rate change by Dominion which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective Dominion 's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by Dominion.

(d) Refunds and Surcharges - Within forty-five (45) days of receipt thereof, Seller shall refund to Buyers under Seller's Rate Schedule GSS the proportion of the amount refunded to Seller by Dominion under Dominion 's Rate Schedule GSS which pertains to service provided by Seller under Seller's Rate Schedule GSS, including any interest paid by Dominion. Such refund shall also include interest accrued by Seller while the funds received from Dominion are in Seller's possession. Seller shall bill Buyers under this Rate Schedule for any surcharges paid by Seller, including any interest paid by Seller. Each Buyer's proportionate share of any refund or surcharge shall be determined in the same manner as the refund or surcharge from Dominion was determined.

4. MINIMUM BILL

The minimum bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

RATE SCHEDULE GSS
General Storage Service
(Continued)

5. DEFINITIONS

5.1 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. The Storage Capacity Quantity shall be at least fifty (50) times and not more than one hundred ten (110) times Buyer's Storage Demand.

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated, subject to the limitations set forth below in this Section. Gas for injection hereunder shall be made available by Buyer to Seller from gas available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

RATE SCHEDULE GSS
General Storage Service
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity. Seller shall provide notice on 1Line of the availability of daily injection quantities in excess of the foregoing daily injection obligations.

6.4 Limitation upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity and Inventory Limitations

In the event Seller determines that it can make available for withdrawal and delivery quantities in excess of the quantity entitlements and delivery obligations set forth in Sections 7.3(a), (b) or (c) below, Seller shall provide notice on 1Line of the availability of such excess withdrawals and deliveries.

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand. If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day, Buyer shall be entitled to receive the following daily quantities:

(i) Buyer's Storage Demand, provided Buyer's Storage Gas Balance is 35 percent or more of Buyer's Storage Capacity Quantity.
(ii) 99 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 35 percent of Buyer's Storage Capacity Quantity.
(iii) 74 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 20 percent of Buyer's Storage Capacity Quantity.
(iv) 55 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is less than 7 percent of Buyer's Storage Capacity Quantity.

(b) Seller shall not be obligated to deliver a daily average of more than 87-1/2 percent of Buyer's Storage Demand during any consecutive 30-day period.

(c) Seller shall not be obligated to deliver gas to Buyer hereunder, when:

(i) During the period from November 1 through February 14, such delivery would reduce Buyer's Storage Gas Balance to less than 20 percent of Buyer's Storage Capacity Quantity, and
(ii) During the period from February 15 through March 1, such delivery would reduce Buyer's Storage Gas Balance to less than 7 percent of Buyer's Storage Capacity Quantity.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.3 Quantity and Inventory Limitations (Continued)

(d) Minimum Inventory

Buyer must maintain a Storage Gas Balance equal to or greater than the following percentages of Buyer's Storage Capacity Quantity on each day during the following months:

December	35%
January	35%
February	15%

If Buyer does not maintain the required Storage Gas Balance, then commencing on such day and continuing until Buyer's Storage Gas Balance is at the level required above, Seller's obligation to make deliveries to Buyer shall be reduced by five (5) percent of Buyer's Storage Demand.

(e) Minimum Turnover

During the Winter Period, Buyer's total withdrawals from storage must be equal to or greater than the amount by which Buyer's Storage Gas Balance as of the prior November 1 exceeds thirty-five percent (35%) of Buyer's Storage Capacity. If Buyer has failed to withdraw such quantities, then Buyer will be subject to the provisions of Section 14 of this Rate Schedule.

7.4 Operational Flow Order

(a) Seller shall have the right to issue, if necessary, during the period of February 15 through March 31 of each year, Operational Flow Order(s) ("OFO") to specific Buyers described in Section 7.4(b) if Seller determines that such action is necessary to manage conditions which may inhibit Seller's ability to deliver the Storage Demands of Buyers pursuant to Rate Schedule GSS. Seller may issue an OFO pursuant to this Section 7.4 only when Buyers' Storage Gas Balances, in aggregate, are 35 percent or less of Buyers' Storage Capacity Quantities.

(b) This OFO shall only apply if a portion of Buyer's GSS Storage service is supported by Seller's equity ownership interest in the Wharton Storage Field and that Buyer meets the conditions described in (i) or (ii) below:

(i) If a Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 28 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 83 percent of Buyer's Storage Demand.

(ii) If a Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 13 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 60 percent of Buyer's Storage Demand.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 Operational Flow Order (Continued)

(c) Seller shall give Buyer at least twenty-four (24) hours advance notice of the OFO, unless exigent circumstances dictate otherwise. Each OFO will contain the following information:

(i) time and date of issuance;

(ii) effective time of the OFO (if no time is specified, the OFO shall be effective immediately);

(iii) anticipated duration of the OFO (if none is specified the OFO shall be effective until further notice); and

(iv) Seller will publish notices of implementation of an OFO pursuant to this Section 7.4 on 1Line as expeditiously as possible.

(d) Each OFO shall remain in effect until the earlier of:

(i) the time when, in Seller's judgment, the conditions that caused the OFO have been alleviated;

(ii) the time when Buyers' Storage Balances, in the aggregate, are equal to or greater than 35% of Buyers' Storage Capacity Quantities; or

(iii) the time when that individual Buyer's Storage Gas Balance no longer falls within levels described in Section 7.4(b)(i) or (ii) above.

(e) Seller will publish notice of the termination of an OFO on 1Line as expeditiously as possible.

(f) Nothing in this Section 7.4 shall preclude Seller from issuing a general system OFO pursuant to Section 52 of the General Terms and Conditions of Seller's FERC Gas Tariff that would apply to Rate Schedule GSS service.

8. FUEL ALLOWANCE

In order to recover quantities of fuel retained by Dominion associated with the injection of natural gas quantities into storage, Seller will retain equivalent quantities from Buyer's storage injection quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

RATE SCHEDULE GSS
General Storage Service
(Continued)

12. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver during any one or more days the amount of natural gas which Buyer desires to take, up to the maximum quantity which Seller is obligated by the Storage Service Contract to deliver to Buyer, then the Demand Charge specified in Section 3.2(a) shall be reduced by an amount equal to that percentage of 365 times the currently effective charge as provided by Sections 3.1 and 3.2(a) of this rate schedule which the Storage Demand shall be of the Storage Capacity Quantity specified in the executed service agreement, per dt, times the difference between the quantity of natural gas actually delivered during said day or days and the quantity of natural gas scheduled by Buyer for delivery during said day or days.

The reduction in charges as provided above shall under no circumstances be considered as giving Seller the right to reduce its maximum daily delivery obligation nor shall such reduction be considered as a substitute for any other remedies available to Buyer against Seller for failure in respect to its obligation to deliver the maximum Storage Demand.

13. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the period extending from October 1 through April 30 in excess of Buyer's nomination of its firm storage entitlement for such day. Seller may make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations.

Buyer shall pay Seller, for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth for any such delivery scheduled from Buyer's Storage Gas Balance, in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

14. FAILURE TO COMPLY WITH MINIMUM TURNOVER

14.1 If Buyer's Storage Gas Balance on April 15 of any year exceeds the level required by Section 7.3(e) of this Rate Schedule and Seller is assessed an excess end of season inventory charge by Dominion under Dominion's Rate Schedule GSS, Buyer shall be assessed its proportionate share of Seller's Excess End of Season Inventory Charge under this rate schedule.

14.2 Seller shall collect each Buyer's proportionate share of the Excess End of Season Inventory Charge by deducting the applicable quantity of gas from Buyer's Storage Gas Balance.

15. QUALITY

Refer to Section 3 of the General Terms and Conditions.

16. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

17. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE LG-A
Liquefied Natural Gas Storage Service
(Upstream of Carlstadt, New Jersey)

1. AVAILABILITY

This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of a storage service consisting of the liquefaction of natural gas, the storage of such liquefied natural gas, and the gasification and delivery of such gas to any utility or gas distribution agency (hereinafter referred to as Buyer), when:

(a) The delivery point or points of gas by Seller to Buyer or for Buyer's account of gas stored under this rate schedule is at, or upstream of, the point where Seller's liquefaction plant connects with Seller's main line system near Carlstadt, New Jersey; and

(b) When Buyer and Seller have executed a service agreement for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to the liquefaction and storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Section 7 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or operating conditions beyond Seller's or Buyer's control.

3. RATES AND FUEL

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered by Seller under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Liquefaction Demand.

(b) Capacity Charge: A charge per day per dt of Liquefaction Capacity Quantity.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

3.3 Seller shall retain from Buyer's nominated storage injections (returns) a percentage or percentages as compensation for fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the sum of the Demand Charge and the Capacity Charge specified in Section 3 above.

RATE SCHEDULE LG-A
Liquefied Natural Gas Storage Service
(Upstream of Carlstadt, New Jersey)
(Continued)

5. DEFINITIONS

5.1 Liquefaction Demand

The Liquefaction Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Liquefaction Capacity Quantity

The Liquefaction Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine Capacity Charges payable by Buyer hereunder.

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Liquefied Gas Balance

The Liquefied Gas Balance of Buyer at any particular time shall be the quantity of gas in storage in liquid form for Buyer's account at such time.

5.6 Withdrawal Period

The Withdrawal Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

5.7 Injection Period

The Injection Period shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

6. GENERAL DESCRIPTION OF OPERATION

Service agreements for service hereunder shall become effective at the beginning of a Withdrawal Period. The initial liquefaction and filling of Seller's liquid storage tank shall be with Seller's gas. During a Withdrawal Period, Seller shall gasify and deliver to Buyer quantities of gas stored hereunder for Buyer in accordance with Buyer's nominations made within the limitations provided in this rate schedule. Buyer shall be obligated to return to Seller during the immediately succeeding Injection Period, quantities of gas equal to those so delivered plus quantities retained pursuant to Section 3.3.

RATE SCHEDULE LG-A
Liquefied Natural Gas Storage Service
(Upstream of Carlstadt, New Jersey)
(Continued)

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored under this rate schedule for its account, it shall nominate with Seller pursuant to the procedures set forth in Section 28 of the General Terms and Conditions, specifying the daily quantity of gas it desires delivered under this rate schedule. Seller shall gasify and deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth in this section.

(b) Buyer may take delivery of quantities of gas stored under this rate schedule for its account which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Notice Required

Buyer shall nominate withdrawals under this rate schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity Limitations

Buyer's nomination for delivery on any day shall not exceed Buyer's Liquefaction Demand. Buyer's cumulative nominations for delivery during any Withdrawal Period shall not exceed Buyer's Liquefied Gas Balance at the beginning of such Withdrawal Period except as provided in Section 7.4 below.

7.4 Injections during Withdrawal Period

Upon request of Buyer, Seller may permit Buyer to nominate gas for injection into storage tanks during a Withdrawal Period in replacement of gas withdrawn; but the injection and withdrawal of such gas shall be at such times and at such rates as may be agreed upon between Seller and Buyer.

8. RETURN OF GAS DURING INJECTION PERIOD

8.1 General Procedure

Buyer shall, during any Injection Period, return to Seller a quantity of gas equal to the quantity delivered hereunder to Buyer less any injections during the immediately preceding Withdrawal Period plus the quantities retained pursuant to Section 3.3. Returns shall be made daily in accordance with the procedure set forth below in this section, unless other mutually satisfactory operating arrangements are made by Seller and Buyer. Gas for returns hereunder shall be made available by Buyer to Seller from gas available to Buyer under Seller's sales rate schedule(s) or from gas made available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

RATE SCHEDULE LG-A
Liquefied Natural Gas Storage Service
(Upstream of Carlstadt, New Jersey)
(Continued)

8. RETURN OF GAS DURING INJECTION PERIOD (Continued)

8.2 Returns

Commencing on the first day of an Injection Period, unless otherwise agreed upon, Buyer shall be obligated to nominate a quantity of gas (including quantities retained pursuant to Section 3.3) for return to Seller and Seller shall be obligated to accept for return each day at least 1/200th of Buyer's Liquefaction Capacity Quantity, except for the final day return when the quantity shall be that which is required to balance with the total withdrawals less any injections during the immediately preceding Withdrawal Period plus the quantities retained pursuant to Section 3.3.

8.3 Limitation Upon Total Returns

Seller shall be obligated to accept gas for return in accordance with the above procedure only when Buyer's Liquefied Gas Balance is less than Buyer's Liquefaction Capacity Quantity.

9. RECORDS OF DELIVERIES, RETURNS AND STORAGE GAS BALANCES

Seller shall keep accurate records of gas delivered and returned to or from Buyer's account, and of Buyer's Liquefied Gas Balance, which records shall be made available to Buyer at its request.

10. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver to Buyer during any day of a Withdrawal Period, the quantity of natural gas which Buyer requests to deliver hereunder on such day, up to Buyer's Liquefaction Demand, then the Demand Charge as provided by Sections 3.1 and 3.2(a) above shall be reduced by an amount equal to:

(a) 365 times the currently effective charge as provided by Sections 3.1 and 3.2(a) of this rate schedule multiplied by the percentage which Buyer's Liquefaction Demand shall be of Buyer's Liquefaction Capacity Quantity times.

(b) The difference between the dt of natural gas scheduled by Buyer for delivery during said day or days, and the quantity of natural gas actually delivered during said day or days.

RATE SCHEDULE LG-A
Liquefied Natural Gas Storage Service
(Upstream of Carlstadt, New Jersey)
(Continued)

11. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the Withdrawal Period in excess of Buyer's nomination of its firm entitlement hereunder for such day. Seller shall make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations and if such delivery does not reduce the Liquefied Gas Balance of Buyer under this rate schedule below zero.

Buyer shall pay Seller for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

12. SCHEDULED DELIVERIES DURING OCTOBER AND APRIL

Buyer may request Seller to deliver gas to Buyer on any day during the months of October or April. Seller shall make such requested delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations and if such delivery does not reduce the Liquefied Gas Balance of Buyer under this rate schedule below zero. Buyer shall pay Seller the currently effective charge set forth in Section 11 of this rate schedule for each dt of such gas delivered.

13. QUALITY

Refer to Section 3 of the General Terms and Conditions.

14. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

15. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service

1. AVAILABILITY

1.1 This open access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of a storage service consisting of the liquefaction of natural gas, the storage of such liquefied natural gas, and the gasification and delivery of such gas to any person, company or agency (hereinafter referred to as Buyer), when:

(a) The Primary Point for receipt and/or delivery of gas by Seller to Buyer or for Buyer's account of gas stored under this rate schedule is at, or upstream of, the point where Seller's liquefaction plant connects with Seller's main line system near Carlstadt, New Jersey; and

(b) When Buyer and Seller have executed a service agreement for service under this rate schedule.

1.2 Service under this rate schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule LNG Buyer releasing such firm capacity (hereinafter referred to as Releasing Shipper) from the existing Primary receipt/delivery point of Releasing Shipper pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to the liquefaction and storage service rendered by Seller to Buyer including service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the service agreement executed for service hereunder and subject to Part 284 of the Commission's regulations. Service rendered under this rate schedule, within the limitations described in Section 6 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or operating conditions beyond Seller's or Buyer's control.

2.2 Pre-granted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, as set forth in Section 48 of the General Terms and Conditions.

2.3 Primary Point - For service under this rate schedule, Buyer shall have a point or points identified as part of the service agreement which will be the Primary Point.

2.4 Secondary Point - For service under this rate schedule, Buyer may make withdrawals from storage or make quantities available for storage returns at locations other than the Primary Point. Such locations shall be deemed Secondary Points. Secondary Points must be located in the same zone as the Buyer's Primary Point but may not be at points of interconnection with interstate or intrastate pipelines or at locations on Seller's system where measurement facilities do not exist.

2.5 For capacity release transactions, receipt and delivery points will be established by the terms of the capacity release agreement. The rights of the Replacement Shipper at any particular point shall be those rights of the Releasing Shipper.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service
(Continued)

3. RATES AND FUEL

3.1 The maximum and minimum rates for service under this rate schedule are shown on the currently effective Sheet No. 21 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer; provided however, Buyer and Seller may mutually agree to a negotiated rate, which rate shall be less than, equal to, or greater than Seller's maximum rate, shall not be less than the minimum rate, and may be based upon a rate design other than Straight Fixed Variable (SFV). Such negotiated rate shall be set forth in the executed service agreement.

3.2 For purposes of capacity release, the Demand and Capacity Quantity charges payable by Buyer shall be at a rate set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service are shown on the effective Sheet No. 21 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

3.3 For natural gas storage service rendered by Seller under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Liquefaction Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Capacity Charge: A charge per day per dt of Liquefaction Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Capacity Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the end of day storage balance.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

3.4 Seller shall retain from Buyer's nominated storage injections (returns) a percentage or percentages as compensation for fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service
(Continued)

4. DEFINITIONS

4.1 Liquefaction Demand

The Liquefaction Demand shall be that quantity set forth in the service agreement and shall be used to determine the Demand Charges payable by Buyer hereunder.

4.2 Liquefaction Capacity Quantity

The Liquefaction Capacity Quantity shall be that quantity set forth in the service agreement and shall be used to determine Capacity Charges payable by Buyer hereunder.

4.3 Liquefied Gas Balance

The Liquefied Gas Balance of Buyer at any particular time shall be the quantity of gas in storage in liquid form for Buyer's account at such time.

4.4 Withdrawal Period

The Withdrawal Period shall be the five consecutive months beginning on November 1 of any year and extending through the next succeeding March 31.

4.5 Injection Period

The Injection Period shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5. GENERAL DESCRIPTION OF OPERATION

Service agreements for service hereunder shall become effective at the beginning of a Withdrawal Period. The initial liquefaction and filling of Seller's liquid storage tank shall be with Seller's gas. During a Withdrawal Period, Seller shall gasify and deliver to Buyer quantities of gas stored hereunder for Buyer in accordance with Buyer's nominations made within the limitations provided in this rate schedule. Buyer shall be obligated to return to Seller during the immediately succeeding Injection Period, quantities of gas equal to those so delivered plus quantities retained pursuant to Section 3.4.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service
(Continued)

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

(a) When Buyer desires the delivery of gas stored under this rate schedule for its account, it shall nominate with Seller pursuant to the procedures set forth in Section 28 of the Terms and Conditions, specifying the delivery point and the daily quantity of gas it desires delivered under this rate schedule. Seller shall gasify and deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth in this section.

(b) Buyer may take delivery of quantities of gas stored under this rate schedule at Buyer's Primary Point for its account which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" service. Buyer may also take delivery of quantities of gas stored under this rate schedule at Buyer's Secondary Points for its account only if such quantities have been nominated and scheduled pursuant to Section 6.1(a) above. Quantities nominated and scheduled for delivery to Secondary Points shall be deemed "first through the meter" and will not be available for "swing" service pursuant to Section 18.1 of the General Terms and Conditions. Nothing herein shall give Buyer the right to take total delivery at the Primary Point and Secondary Points of a quantity of gas in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on any gas day.

6.2 Notice Required

Buyer shall nominate withdrawals under this rate schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Quantity Limitations

Buyer's total nominations, for delivery to any Primary and/or Secondary Points on any day shall not exceed Buyer's Liquefaction Demand. Buyer's cumulative nominations for delivery during any Withdrawal Period shall not exceed Buyer's Liquefied Gas Balance at the beginning of such Withdrawal Period except as provided in Section 6.4 below.

6.4 Injections during Withdrawal Period

Upon request of Buyer, Seller may permit Buyer to nominate gas for injection into storage tanks during a Withdrawal Period in replacement of gas withdrawn; but the injection and withdrawal of such gas shall be at such times and at such rates as may be agreed upon between Seller and Buyer.

7. RETURN OF GAS DURING INJECTION PERIOD

7.1 General Procedure

Buyer shall, during any Injection Period, return to Seller a quantity of gas equal to the quantity delivered hereunder to Buyer less any injections during the immediately preceding Withdrawal Period plus the quantities retained pursuant to Section 3.4. Returns shall be made daily in accordance with the procedure set forth below in this section, unless other mutually satisfactory operating arrangements are made by Seller and Buyer. Gas for returns hereunder shall be made available by Buyer to Seller from gas available to Buyer at any Primary and/or Secondary Points as a result of transportation services performed by Seller for Buyer.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service
(Continued)

7. RETURN OF GAS DURING INJECTION PERIOD (Continued)

7.2 Returns

Commencing on the first day of an Injection Period, unless otherwise agreed upon, Buyer shall be obligated to nominate a quantity of gas (including quantities retained pursuant to Section 3.4) for return to Seller and Seller shall be obligated to accept at Buyer's Primary Point for return each day at least 1/200th of Buyer's Liquefaction Capacity Quantity, except for the final day return when the quantity shall be that which is required to balance with the total withdrawals less any injections during the immediately preceding Withdrawal Period plus the quantities retained pursuant to Section 3.4. Buyer's nominations for returns tendered to Seller at Secondary Points shall be consistent with Seller's nomination and scheduling timelines as set forth in Section 28 of the General Terms and Conditions and shall be subject to Seller's operational capability to accept returns at the nominated Secondary Points.

7.3 Limitation Upon Total Returns

Seller shall be obligated to accept gas for return in accordance with the above procedure only when Buyer's Liquefied Gas Balance is less than Buyer's Liquefaction Capacity Quantity.

8. RECORDS OF DELIVERIES, RETURNS AND STORAGE GAS BALANCES

Seller shall keep accurate records of gas delivered and returned to or from Buyer's account, and of Buyer's Liquefied Gas Balance, which records shall be made available to Buyer at its request.

9. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver to Buyer's Primary Point during any day of a Withdrawal Period, the quantity of natural gas which Buyer requests to deliver hereunder on such day, provided that all requests to Buyer's Primary and Secondary Points are less than Buyer's Liquefaction Demand, then the Demand Charge as provided by Sections 3.1, 3.2 and 3.3(a) above shall be reduced by an amount equal to:

(a) 365 times the currently effective charge as provided by Sections 3.1, 3.2 and 3.3(a) of this rate schedule multiplied by the percentage which Buyer's Liquefaction Demand shall be of Buyer's Liquefaction Capacity Quantity times

(b) The difference between the dt of natural gas scheduled by Buyer for delivery during said day or days, and the quantity of natural gas actually delivered during said day or days.

10. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the Withdrawal Period in excess of Buyer's nomination of its firm entitlement hereunder for such day. Seller shall make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations and if such delivery does not reduce the Liquefied Gas Balance of Buyer under this rate schedule below zero.

Buyer shall pay Seller for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

RATE SCHEDULE LNG
Liquefied Natural Gas Storage Service
(Continued)

11. SCHEDULED DELIVERIES DURING OCTOBER AND APRIL

Buyer may request Seller to deliver gas to Buyer on any day during the months of October or April. Seller shall make such requested delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations and if such delivery does not reduce the Liquefied Gas Balance of Buyer under this rate schedule below zero. Buyer shall pay Seller the currently effective charge set forth in Section 10 of this rate schedule for each dt of such gas delivered.

12. CAPACITY RELEASE

Refer to Section 42 of the General Terms and Conditions.

13. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

14. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

15. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

16. REQUEST FOR SERVICE

16.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions.

16.2 Requests for service hereunder shall be void unless Buyer executes a service agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

17. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule LNG, the terms and conditions of this Rate Schedule LNG shall control.

RATE SCHEDULE S-2
Storage Service
Zone 6

1. AVAILABILITY

This rate schedule is available for the purchase of storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by Public Service Electric and Gas Company, PECO Energy Company, The Brooklyn Union Gas Company, Pivotal Utility Holdings, Inc., South Jersey Gas Company and Philadelphia Gas Works (each hereinafter referred to as Buyer) provided Buyer has executed a service agreement with Seller for service under this rate schedule. The availability of storage service hereunder is contingent on and subject to the availability of storage service provided by Texas Eastern Transmission, LP (TETCO) to Seller under TETCO's Rate Schedule X-28.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations set forth in Sections 5 and 6 hereof, shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions; provided, however, that in the event TETCO fails for any reason whatsoever to make deliveries to Seller or receive gas from Seller under TETCO's Rate Schedule X-28 then Seller's obligation hereunder shall be reduced accordingly.

3. RATES AND CHARGES

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 24 of Volume No. 1 of this Tariff which relates to this Rate Schedule are incorporated herein.

3.2 For natural gas service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller for each day each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Contract Storage Demand.

(b) Storage Capacity Charge: A charge per day per dt of Storage Capacity Quantity.

(c) Injection Charge: A charge per dt of natural gas nominated by Buyer for injection.

(d) Withdrawal Charge: A charge per dt of natural gas nominated by Buyer for withdrawal.

3.3 Storage Cost Credit - Seller shall credit Buyer's invoice each month by an amount equal to Buyer's proportionate share of the Storage Cost Credit received by Seller from TETCO, if any. Buyer's proportionate share of the Storage Cost Credit shall be calculated each month by multiplying Buyer's Contract Storage Demand as a percentage of total Contract Storage Demand under this Rate Schedule times the Storage Cost Credit received by Seller from TETCO.

3.4 Fuel Allowance - In order to recover quantities of fuel that TETCO retains for company use and for calculated normal operational loss associated with the injection, withdrawal and storage of natural gas quantities, Seller will retain equivalent quantities of fuel from Buyer's storage injection quantities (injection allowance) and withdrawal quantities (withdrawal allowance) and from Buyer's average daily balance of gas stored during the month (Inventory Level Allowance). Seller's fuel retention percentages are set forth on the currently effective Sheet No. 24 of Volume No. 1 of this Tariff.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

4. DEFINITIONS

4.1 Injection Season

The Injection Season shall begin on April 16 and extend through the succeeding November 15.

4.2 Withdrawal Season

The Withdrawal Season shall begin on November 16 and extend through the next succeeding April 15.

4.3 Contract Storage Demand

The Contract Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Charges payable by Buyer hereunder.

4.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section.

(b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

5.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner, based on Buyer's proportionate share of the quantities TETCO is obligated to inject for Seller under TETCO's Rate Schedule X-28.

5.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

(b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operator thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Contract Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November 16 through April 15, Buyer shall be entitled to receive up to the quantities stated in Buyer's Service Agreement.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. DEMAND CHARGE ADJUSTMENT

If Seller orders interruption or reduction of service to Buyer under the provisions of Section 11 of the General Terms and Conditions and the prorated quantity that Buyer is entitled to is less than the quantity Buyer requested in good faith on any day or days, then the Demand Charge payable hereunder shall be reduced by an amount equal to the sum of all such days' deficiencies multiplied by the applicable per dt charge set forth in that portion of the currently effective Sheet No. 24 of Volume No. 1 of this Tariff which relates to this rate schedule and which is incorporated herein.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE LG-S
Liquefied Natural Gas Delivery - At Site
(Carlstadt, New Jersey)

1. AVAILABILITY

1.1 This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of natural gas liquefaction service to any gas company or any other party (hereinafter referred to as Buyer), when Buyer has executed a service agreement with Seller for service under this rate schedule.

1.2 Delivery of liquefied natural gas ("LNG") shall be at Seller's loading platform located at Seller's liquefaction-storage plant located near Carlstadt, New Jersey.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to LNG delivered to Buyer into a properly qualified transporting vehicle.

2.2 Deliveries hereunder shall be made at Seller's sole discretion based upon Seller's determination of quantities available in excess of those required by Seller to render its contracted firm service under the LG-A rate schedule.

3. RATE

3.1 The charge set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule is incorporated herein, which is a charge per dt delivered.

4. PROCEDURE TO REQUEST SERVICE AND ESTIMATED QUANTITIES

4.1 Buyers under this rate schedule shall furnish in writing to Seller a request for service hereunder which shall include: (1) estimated daily quantities, (2) estimated monthly quantities, (3) estimated total quantities, and (4) the proposed delivery schedule for such quantities.

(a) Requests received by April 30 of any calendar year shall be evaluated collectively by Seller. In the event such requests exceed the quantities Seller expects to be operationally available, Seller shall allocate deliveries among Buyers pro rata based on each Buyer's total requested quantities.

(b) Requests received after April 30 of any calendar year shall be allocated on a first-come first-served basis if, after fulfilling requests pursuant to Section 4.1(a), quantities are expected to be operationally available. However, requests received on the same day shall be allocated among Buyers on a pro rata basis.

4.2 Nothing contained herein shall be construed as requiring Buyer or Seller to meet the estimated quantities or as precluding revisions in such estimates as conditions may require.

RATE SCHEDULE LG-S
Liquefied Natural Gas Delivery - At Site
(Carlstadt, New Jersey)
(Continued)

4. PROCEDURE (Continued)

4.3 The conditions of delivery are as follows:

(a) Buyer shall give Seller at least 24 hours notice prior to each delivery; such notice shall state the time the carrier will arrive at Seller's liquefaction-storage plant, and the quantity of LNG to be received.

(b) It shall be Buyer's responsibility to assure that Buyer's receiving facilities are compatible with Seller's delivery facilities.

(c) The transportation vehicle shall be in complete compliance with all codes and regulations pertaining to the design, construction and operation of containers for the transportation of LNG.

(d) Buyer and/or its carrier company shall have proper insurance and Buyer shall provide Seller with a certificate of insurance, satisfactory to Seller, prior to the movement of any vehicle onto Seller's property.

(e) The size of a transportation vehicle shall not be in excess of a size that can safely negotiate the roads at Seller's liquefaction-storage plant.

5. DETERMINATION OF DELIVERIES

The quantity of LNG delivered by Seller to Buyer shall be determined by having the transportation vehicles weighed on certified scales before and after loading. The carrier shall have the responsibility of furnishing Seller with certified weights prior to, and after, loading with LNG. The weight of LNG so delivered shall be converted into dt in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner.

6. BUYER'S RETURN TO SELLER

On each day Buyer receives LNG under this rate schedule, gas shall be made available within ten (10) days, unless otherwise required by Seller for operational reasons, at Seller's liquefaction-storage plant located near Carlstadt, New Jersey, as a result of transportation services performed by Seller for Buyer or Buyer's designee. The quantity of natural gas to be delivered to Seller shall be the dt delivered by Seller to Buyer under this rate schedule, multiplied by a fuel retention factor to compensate for fuel and shrinkage at the liquefaction-storage plant. Seller's fuel and shrinkage factor is specified in the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

RATE SCHEDULE LG-S
Liquefied Natural Gas Delivery - At Site
(Carlstadt, New Jersey)
(Continued)

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, to the extent they are applicable to the deliveries of LNG as provided herein, are made a part of this rate schedule.

Effective Date: 09/01/2009 Status: Effective
FERC Docket: RP09-862-000

First Revised Sheet No. 127 First Revised Sheet No. 127
Superseding: Original Sheet No. 127

SHEET NO. 127 IS BEING RESERVED FOR FUTURE USE.

Effective Date: 09/01/2009 Status: Effective
FERC Docket: RP09-862-000

First Revised Sheet No. 128 First Revised Sheet No. 128
Superseding: Original Sheet No. 128

SHEET NO. 128 IS BEING RESERVED FOR FUTURE USE.

First Revised Sheet No. 129 First Revised Sheet No. 129
Superseding: Original Sheet No. 129

SHEET NO. 129 IS BEING RESERVED FOR FUTURE USE.

Effective Date: 09/01/2009 Status: Effective
FERC Docket: RP09-862-000

First Revised Sheet No. 130 First Revised Sheet No. 130
Superseding: Original Sheet No. 130

SHEET NO. 130 IS BEING RESERVED FOR FUTURE USE.

Effective Date: 09/01/2009 Status: Effective
FERC Docket: RP09-862-000

First Revised Sheet No. 131 First Revised Sheet No. 131
Superseding: Original Sheet No. 131

SHEET NO. 131 IS BEING RESERVED FOR FUTURE USE.

SHEET NO. 132 IS BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access

1. AVAILABILITY

1.1 This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of Washington Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for Washington Storage Service under this rate schedule.

1.2 Service under this rate schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule WSS-Open Access Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Washington Storage Field by Seller to Buyer including service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the Service Agreement executed for service hereunder and subject to Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

3. RATES AND CHARGES

3.1 The maximum and minimum rates for service under this Rate Schedule are shown on the currently effective Sheet No. 22 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.2 For purposes of capacity release, the Demand and Storage Capacity Quantity charges payable by Buyer shall be at a rate set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service are shown on the effective Sheet No. 22 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

3.3 For natural gas storage service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the end of day storage balance.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.3 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5. GENERAL DESCRIPTION OF OPERATION

Subject to the limitations described in Sections 6 and 7 hereof, Buyer shall provide Seller with a quantity of gas up to Buyer's Storage Capacity Quantity plus a percentage or percentages of such quantity as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 28 of Volume No. 1 of this Tariff and does not include the fuel to be retained by Seller under Seller's firm and interruptible transportation Rate Schedules to transport gas to and from the Washington Storage Field.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be delivered for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer shall make available such scheduled quantity, plus fuel as determined in accordance with Section 5 hereof, and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions of Section 6.1(b). Gas for injection hereunder shall be made available by Buyer at the receipt point set forth in the executed WSS-Open Access Service Agreement as a result of transportation services performed for Buyer or Buyer's designee.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity. Seller shall provide notice on 1Line of the availability of daily injection quantities in excess of the foregoing daily injection obligations.

6.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be received subsequent to withdrawal in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Seller shall thereupon withdraw or deliver for Buyer or Buyer's designee the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to Section 7.1(b) below. Gas for withdrawal hereunder shall be made available by Seller at the delivery point set forth in the executed WSS-Open Access Service Agreement for subsequent transportation service for Buyer or Buyer's designee.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

7.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent upon operating conditions in the Washington Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver on any one day, as much of Buyer's nomination for such day as operating conditions will permit.

If, however, the total of all of the nominations exceed the total quantity which Seller can withdraw from storage on such day, each Buyer's storage withdrawal on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance utilizing Seller's records, provided that on any day Buyer shall be entitled to withdraw the following daily quantity:

Buyer's Storage Gas Balance As a Percent of Buyer's Storage Capacity Quantity	Buyer's Daily Withdrawal Entitlement As A Factor of Buyer's Storage Capacity Quantity
20- 0	1/155
40-21	1/125
60-41	1/105
80-61	1/ 95
100-81	1/ 85

Seller shall provide notice on 1Line of the availability of daily withdrawal quantities in excess of the foregoing daily withdrawal entitlements.

7.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

8. BASE GAS

This provision shall not apply to releases of capacity under Section 42 of the General Terms and Conditions that are not permanent releases for the remaining term of the Service Agreement.

8.1 Seller's Obligation to Provide Base Gas

Seller is obligated to maintain sufficient base gas to support total top gas capacity entitlements of its customers.

8.2 Right to Certain Buyers to Purchase Base Gas

Seller shall be the owner of Base Gas injected into the Washington Storage Field; however, Buyers who are former Rate Schedule WSS customers, that have converted to service under this Rate Schedule, shall be entitled to purchase and receive the quantity of Base Gas as shown below, when such Buyer no longer receives service from the Washington Storage Field, less two (2) percent of such quantity for injection and withdrawal fuel. Buyer shall pay Seller for such gas received a charge per dt equal to the sum of (1) the average demand charge per dt credited to Buyer's bill at the time gas was injected into storage as Base Gas, (2) the average commodity charge in effect under the applicable Rate Schedule for each Buyer at the time gas was injected into storage as Base Gas, and (3) the Quantity Withdrawal Charge in effect at the time of withdrawal.

Base Gas attributable to each Buyer is as follows:	MCF @ 14.73 PSIA
Atlanta Gas Light Company	2,329,800
Atmos Energy Corporation	149,718
Brooklyn Union Gas Company	5,798,096
Chesapeake Utilities Corp. d/b/a Delaware Division	53,585
Chesapeake Utilities Corp. d/b/a Maryland Division	12,426
City of Danville, Virginia	98,549
Clinton-Newberry Natural Gas Authority	155,320
City of Greenwood, South Carolina	23,298
City of Laurens, South Carolina	33,471
City of Shelby, North Carolina	9,708
City of Union, South Carolina	17,862
Consolidated Edison Company of N.Y. Inc.	4,629,190
Delmarva Power & Light Company	432,312
Fort Hill Natural Gas Authority	77,660
KeySpan Energy Delivery Long Island	1,672,962
Municipal Gas Authority of Georgia	11,649
Owens-Corning Sales, LLC	291,225
Patriots Energy Group	317,323
PECO Energy Company	1,383,433
Philadelphia Gas Works	1,251,530
Piedmont Natural Gas Company, Inc.	3,521,080
Pivotal Utility Holdings, Inc.	1,183,242
Public Service Company of North Carolina	1,048,410
South Carolina Electric & Gas Co.	168,052
Southwestern Virginia Gas Company	10,096
UGI Central Penn Gas, Inc.	194,150
Virginia Natural Gas, Inc.	271,810
Washington Gas Light Company	723,706

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

8. BASE GAS (Continued)

8.2 Right to Certain Buyers to Purchase Gas (Continued)

The Base Gas purchase rights shall apply to Rate Schedule WSS-Open Access Buyers receiving service from Seller as of November 1, 1998 or to Rate Schedule WSS Buyers receiving service from Seller as of November 1, 1998 that subsequently convert to service under this Rate Schedule. If a Buyer under this Rate Schedule exercises its right to purchase Base Gas as shown above, such right must be exercised upon the termination of service hereunder; however, with respect to a permanent release under Section 42.14 of the General Terms and Conditions, Buyer may exercise its right to purchase Base Gas as shown above at the time of such permanent release or may assign such right to a Replacement Shipper.

8.3 Seller's Replenishment of Base Gas

If a Buyer exercises the right to purchase Base Gas pursuant to Section 8.2 of this Rate Schedule and Seller replenishes all, or any portion, of the Base Gas in order to support the top gas capacity entitlements of a new Buyer(s) under this rate schedule that contracts for capacity vacated by the terminating Buyer, then Seller shall have the right to make a limited Section 4 rate filing to recover from the new Buyer(s) any increase in the cost of service attributable to Seller's replenishment of Base Gas to serve the new Buyer(s). Subject to Seller demonstrating that the cost of the base gas included in the limited Section 4 rate filing is the actual cost incurred by Seller to replenish the Base Gas, the level of such costs shall not be subject to challenge. Seller's purchase of additional base gas quantities will be conducted pursuant to a posting and bidding process consistent with the procedures set forth in Section 43 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

9. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

10. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

11. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

12. REQUEST FOR SERVICE

12.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

12.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

13. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule WSS-Open Access, the terms and conditions of this Rate Schedule WSS-Open Access shall control.

RATE SCHEDULE LSS
LEIDY STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall be considered firm, provided, however, such service shall be subject to interruption for events of force majeure or operating conditions beyond Seller's or Buyer's control. In the event of an interruption of deliveries by Dominion Transmission Inc. (Dominion) to Seller from its storage capacity, Buyer shall be entitled to receive no less than 30 percent of Buyer's Storage Demand quantity as a result of deliveries of storage gas to Seller by National Fuel Gas Supply Corporation (National Fuel), the supplier of the balance of the storage services which underlie service by Seller under this rate schedule.

3. RATE

3.1 The applicable per dt charges set forth in that portion of the currently effective Sheet No. 25 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

(e) Excess End of Season Inventory Charge: The portion of Dominion's excess end of season inventory charge under Dominion's Rate Schedule GSS which is allocated to Buyers under this rate schedule.

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY PIPELINES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

4.1 Application - This section sets forth the procedures to change Seller's rates in this rate schedule when the pipelines providing storage and related transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow - through refunds received from such pipelines.

RATE SCHEDULE LSS
LEIDY STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY PIPELINES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER (Continued)

4.1 (a) Rate Change - The charges under this rate schedule as shown on effective Sheet No. 25 of Volume No. 1 of this Tariff reflect amounts payable by Seller to Dominion and National Fuel for storage service under Dominion's Rate Schedule GSS and National Fuel's Rate Schedule SS-1. The services provided by Dominion and National Fuel (hereinafter collectively referred to as "Suppliers") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Supplier(s) shall be reflected in this rate schedule by the following procedure:

(i) Demand Charge - The Demand Charge shown on Sheet No. 25 of this Tariff takes into account the demand charges to be paid by Seller to Dominion and National Fuel for storage services and Seller's transportation charge for delivery of storage quantities, and is based on the ratios of Seller's Storage Demand with Dominion and Seller's Storage Demand with National Fuel to the Storage Demand of all customers of Seller under this rate schedule. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 25 to reflect the change in the Dominion or National Fuel Demand Charge times the ratios described above effective at the time of filing such change.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 25 of this Tariff takes into account the Storage Capacity Charges to be paid by Seller to Dominion and National Fuel for storage service and is based on the ratios of Seller's Storage Capacity with Dominion, and Seller's Storage Capacity with National Fuel, to the Storage Capacity of all customers of Seller under this rate schedule. Seller shall reduce or increase, as appropriate, the capacity charge shown on such Sheet No. 25 to reflect the change in the Dominion and/or National Fuel capacity charges times the ratios described above effective at the time of filing of such change.

(iii) Charges for Quantities Injected - The Quantity Injected Charge shown on Sheet No. 25 of this Tariff takes into account the injection and allowance charges to be paid by Seller to Dominion and National Fuel and is based on the ratios of the projected injection and loss allowance volume for Seller and each Supplier to the total projected volume underlying the Quantity Injected Charge shown on Sheet No. 25. Seller shall reduce or increase, as appropriate, the Quantity Injected Charge shown on Sheet No. 25 to reflect the change in the Dominion and National Fuel injection or allowance charges times the ratios described above effective at the time of filing of such change.

RATE SCHEDULE LSS
LEIDY STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY PIPELINES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER (Continued)

4.1 (a) (iv) Charges for Quantities Withdrawn - The Quantity Withdrawal Charge shown on Sheet No. 25 of this Tariff takes into account the withdrawal and allowance charges to be paid by Seller to Dominion and National Fuel and are based on the ratios of the projection withdrawal and loss allowance volume for Seller and each Supplier to the total projected volume underlying the Quantity Withdrawal Charge shown on Sheet No. 25. Seller shall reduce or increase, as appropriate, the Quantity Withdrawal Charge shown on Sheet No. 25 to reflect the change in the Dominion and National Fuel withdrawal or allowance charges times the ratios described above effective at the time of filing of such change.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by Dominion and/or National Fuel which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

(c) Seller's Tracker Filings - Seller shall file to track any rate change by Dominion and/or National Fuel which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective CNG, Penn-York and/or National Fuel's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by Dominion and/or National Fuel.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Suppliers under the LSS related storage and transportation rate schedules, including any interest paid by Suppliers. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Supplier(s) was determined.

5. MINIMUM BILL

5.1 Demand and Storage Capacity Quantity Charges

The minimum monthly bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

6. DEFINITIONS

6.1 Injection Period

The Injection Period shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

6.2 Withdrawal Period

The Withdrawal Period shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

6.3 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder. It shall represent the maximum quantity Seller shall be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller from storage on any one day, subject to the limitations set forth in Section 9 below.

RATE SCHEDULE LSS
LEIDY STORAGE SERVICE
(Continued)

6. DEFINITIONS (Continued)

6.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. It shall represent the quantity of top storage in the storage pools which Seller shall make, or cause to be made, available to Buyer for storage of gas.

6.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

7. INJECTIONS INTO STORAGE

7.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated subject to the limitations set forth below in this Section. Gas for injection hereunder shall be made available by Buyer to Seller from gas available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

(b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

7.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

RATE SCHEDULE LSS
LEIDY STORAGE SERVICE
(Continued)

7. INJECTIONS INTO STORAGE (Continued)

7.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

RATE SCHEDULE LSS
Leidy Storage Service
(Continued)

7. INJECTIONS INTO STORAGE (Continued)

7.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

8. WITHDRAWALS FROM STORAGE

8.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

(b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 8.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

8.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller may waive any part of such notice upon request, if in Seller's judgment operating conditions permit such waiver.

8.3 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

from

each

that on

daily

If, however, all of the nominations exceed the total quantity which Seller can withdraw storage and deliver, the gas deliverable on such day shall be prorated in proportion to Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided any day during November through March, Buyer shall be entitled to receive the following quantities.

equal to

(i) Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or 35 percent of Buyer's Storage Capacity Quantity.

than

Quantity.

(ii) 95 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is greater or equal to 30 percent, but less than 35 percent of Buyer's Storage Capacity

than

Quantity.

(iii) 75 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is greater or equal to 16 percent, but less than 30 percent of Buyer's Storage Capacity

RATE SCHEDULE LSS
Leidy Storage Service
(Continued)

8. WITHDRAWALS FROM STORAGE (Continued)

8.3 Quantity and Inventory Limitations (Continued)

(a) (iv) 67 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is greater than or equal to 10 percent, but less than 16 percent of Buyer's Storage Capacity Quantity.

(v) 50 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is less than 10 percent of Buyer's Storage Capacity Quantity.

(b) Seller shall not be obligated to deliver a daily average of more than 92 percent of Buyer's Storage Demand during any consecutive 30-day period.

(c) Minimum Inventory

Buyer must maintain a Storage Gas Balance equal to or greater than the following percentages of Buyer's Storage Capacity Quantity on each day during the following months:

December	35%
January	35%
February	15%

If Buyer does not maintain the required Storage Gas Balance, then commencing on such day and continuing until Buyer's Storage Gas Balance is at the level required above, Seller's obligation to make deliveries to Buyer shall be reduced by 6.67% percent of Buyer's Storage Demand.

(d) Minimum Turnover

During the Winter Period, Buyer's total withdrawals from storage must be equal to or greater than the amount by which Buyer's Storage Gas Balance as of the prior November 1 exceeds thirty-five percent (35%) of Buyer's Storage Capacity. If Buyer has failed to withdraw such quantities, then Buyer will be subject to the provisions of Section 11 of this Rate Schedule.

RATE SCHEDULE LSS
Leidy Storage Service
(Continued)

9. FUEL ALLOWANCE

9.1 In order to recover such quantities of fuel that Suppliers retain for compressor fuel and for calculated storage field loss and normal operational loss associated with the compression, transportation and delivery of natural gas quantities to Seller (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities (Injection Allowance). Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated storage field loss and normal operational loss makeup associated with the transmission compression and storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal period with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

9.2 Seller will also retain from Buyer's nominated storage injections, a percentage or percentages of gas as compensation for compressor fuel and gas otherwise used, lost or unaccounted for in Seller's operations. Such percentage(s), if any, are specified on the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

10. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn or from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

11. FAILURE TO COMPLY WITH MINIMUM TURNOVER

11.1 If Buyer's Storage Gas Balance on April 1 of any year exceeds the level required by Section 8.3(d) of this Rate Schedule and Seller is assessed an excess end of season inventory charge by Dominion under Dominion's Rate Schedule GSS, Buyer shall be assessed its proportionate share of Seller's Excess End of Season Inventory Charge under this rate schedule.

11.2 Seller shall collect each Buyer's proportionate share of the Excess End of Season Inventory Charge by deducting the applicable quantity of gas from Buyer's Storage Gas Balance.

12. QUALITY

Refer to Section 3 of the General Terms and Conditions.

13. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), that was a purchaser of bundled service under Seller's Rate Schedule SS-1 as of the day immediately preceding the effectiveness of this rate schedule provided Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure or operating conditions beyond Seller's or Buyer's control; provided, however, that in the event UGI Central Penn Gas, Inc. (CPG) fails, for any reason whatsoever to provide service to Seller under its agreement with Seller, then Seller's obligation to provide service hereunder shall be reduced accordingly.

3. RATE

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 26 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY CPG

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when CPG, the natural gas company providing storage service necessary for Seller to provide storage service under this rate schedule, changes the rates and charges payable by Seller for such services, and to flow - through refunds received from CPG.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY CPG (Continued)

4.1 (a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 26 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to CPG for storage service under CPG's Rate Schedule S. The service provided by CPG is utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to CPG shall be reflected in this rate schedule by the following procedure:

(i) Storage Demand Charge - The Storage Demand Charge shown on Sheet No. 26 of this Tariff is based on the Storage Deliverability Charge to be paid by Seller to CPG for storage service. Seller shall reduce or increase, as appropriate, the Storage Demand Charge shown on such Sheet No. 26 to reflect the change in the CPG Storage Deliverability Charge.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 26 of this Tariff is based on the Storage Space Charge to be paid by Seller to CPG for storage service. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on such Sheet No. 26 to reflect the change in the CPG Storage Space Charge.

(iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn Charges shown on Sheet No. 26 of this Tariff are based on the Injection and Withdrawal Charges to be paid by Seller to CPG. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 26 to reflect the change in the CPG Injection and Withdrawal Charges.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by CPG which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

(c) Seller's Tracker Filings - Seller shall file to track any rate change by CPG which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the order which accepts and makes effective CPG's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by CPG.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this rate schedule all amounts refunded to Seller by CPG under the related storage rate schedule, including any interest paid by CPG. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from CPG was determined.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section 6.

(b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 8.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

6.2 Injection Period

Buyer shall inject gas only during the Injection Season, unless otherwise permitted by Seller.

6.3 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.4 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

6.5 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

(b) Buyer may take delivery of quantities of gas stored for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Withdrawal Period

Buyer may withdraw gas only during the Withdrawal Season, unless otherwise permitted by Seller.

7.3 Notice Required

Buyer shall nominate withdrawals under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.4 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 (a) If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

(i) Buyer's Storage Demand provided Buyer's Storage Gas Balance is greater than 33 percent of Buyer's Storage Capacity Quantity.

(ii) 66.67 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is greater than 20 percent, but less than or equal to 33 percent of Buyer's Storage Capacity Quantity.

(iii) 37.50 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is equal to or less than 20 percent of Buyer's Storage Capacity Quantity.

The foregoing notwithstanding it is also understood and agreed that in addition to the limitations provided above, Seller will be obligated to deliver from storage no more than 66.67 percent of Buyer's Storage Demand after February 8 of any year and no more than 37.50 percent of Buyer's Storage Demand after February 28 of any year.

7.5 Monthly Quantity Limitations

During any calendar month, Seller shall not be obligated to deliver a daily average of more than 87 1/2 percent of Buyer's Storage Demand.

8. FUEL ALLOWANCE

8.1 In order to recover such quantities of fuel, if any, that CPG may retain for compressor fuel and for calculated normal operational loss associated with the receipt, storage and redelivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities (Injection Allowance).

Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE
(Continued)

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. QUALITY

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE

1. AVAILABILITY

1.1 This open access rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), that (i) is a purchaser of bundled service under Seller's Rate Schedule SS-1 as of the day immediately preceding the effectiveness of this rate schedule, or (ii) is a purchaser of service under Seller's Rate Schedule SS-1 Section 7(c) Storage Service and Seller and Buyer have agreed to convert such service to service under this rate schedule, or (iii) has submitted a valid request for service under this rate schedule and there is capacity available to render such service; and provided Buyer and Seller execute a service agreement for storage service under this rate schedule.

1.2 Service under this rate schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule SS-1 Open Access Storage Service Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered by Seller to Buyer including service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the service agreement executed for service hereunder and subject to Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure or operating conditions beyond Seller's or Buyer's control; provided, however, that in the event UGI Central Penn Gas, Inc. (CPG) fails, for any reason whatsoever to provide service to Seller under its agreement with Seller, then Seller's obligation to provide service hereunder shall be reduced accordingly.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATE

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 26 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For purposes of capacity release, the Demand and Storage Capacity Quantity charges payable by Buyer shall be at a rate set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service are shown on the effective Sheet No. 26 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

3. RATE (Continued)

3.3 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the end of day storage balance.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY CPG

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when CPG, the natural gas company providing storage service necessary for Seller to provide storage service under this rate schedule, changes the rates and charges payable by Seller for such services, and to flow - through refunds received from CPG.

(a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 26 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to CPG for storage service under CPG's Rate Schedule S. The service provided by CPG is utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to CPG shall be reflected in this rate schedule by the following procedure:

(i) Storage Demand Charge - The Storage Demand Charge shown on Sheet No. 26 of this Tariff is based on the Storage Deliverability Charge to be paid by Seller to CPG for storage service. Seller shall reduce or increase, as appropriate, the Storage Demand Charge shown on such Sheet No. 26 to reflect the change in the CPG Storage Deliverability Charge.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 26 of this Tariff is based on the Storage Space Charge to be paid by Seller to CPG for storage service. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on such Sheet No. 26 to reflect the change in the CPG Storage Space Charge.

(iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn Charges shown on Sheet No. 26 of this Tariff are based on the Injection and Withdrawal Charges to be paid by Seller to CPG. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 26 to reflect the change in the CPG Injection and Withdrawal Charges.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by CPG which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY CPG (Continued)

4.1 (c) Seller's Tracker Filings - Seller shall file to track any rate change by CPG which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the order which accepts and makes effective CPG's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by CPG.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by CPG under the related storage rate schedule, including any interest paid by CPG. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from CPG was determined.

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

6. INJECTIONS INTO STORAGE

6.1 General Procedure

When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered at the interconnection between the facilities of CPG and Dominion Transmission at the Tioga Storage Pool located in Lawrence and Farmington Townships, Tioga County, Pennsylvania.

6.2 Injection Period

Buyer shall inject gas only during the Injection Season, unless otherwise permitted by Seller.

6.3 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.4 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

6.5 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

When Buyer desires the delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver or cause to be delivered from storage for Buyer's account on such day the quantity of gas so nominated and actually tendered at the interconnection between the facilities of CPG and Dominion Transmission at the Tioga Storage Pool located in Lawrence and Farmington Townships, Tioga County, Pennsylvania.

7.2 Withdrawal Period

Buyer may withdraw gas only during the Withdrawal Season, unless otherwise permitted by Seller.

7.3 Notice Required

Buyer shall nominate withdrawals under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.4 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 (a) If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

(i) Buyer's Storage Demand provided Buyer's Storage Gas Balance is greater than 33 percent of Buyer's Storage Capacity Quantity.

(ii) 66.67 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is greater than 20 percent, but less than or equal to 33 percent of Buyer's Storage Capacity Quantity.

(iii) 37.50 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is equal to or less than 20 percent of Buyer's Storage Capacity Quantity.

The foregoing notwithstanding it is also understood and agreed that in addition to the limitations provided above, Seller will be obligated to deliver from storage no more than 66.67 percent of Buyer's Storage Demand after February 8 of any year and no more than 37.50 percent of Buyer's Storage Demand after February 28 of any year.

7.5 Monthly Quantity Limitations

During any calendar month, Seller shall not be obligated to deliver a daily average of more than 87 1/2 percent of Buyer's Storage Demand.

8. FUEL ALLOWANCE

In order to recover such quantities of fuel, if any, that CPG may retain for compressor fuel and for calculated normal operational loss associated with the receipt, storage and redelivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities (Injection Allowance).

Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

RATE SCHEDULE SS-1 OPEN ACCESS
STORAGE SERVICE
(Continued)

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. QUALITY

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule SS-1 Open Access Storage Service, the terms and conditions of this Rate Schedule shall control.

13. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

RATE SCHEDULE SS-1 SECTION 7(C) TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the firm transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system, when (a) Buyer is a purchaser of service under Seller's Rate Schedule SS-1 Section 7(c) Storage Service and (b) Buyer and Seller have executed a service agreement for transportation service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to transportation service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure or operating conditions beyond Seller's or Buyer's control; provided, however, that in the event UGI Central Penn Gas, Inc. (CPG) fails for any reason whatsoever to provide service to Seller under its agreement with Seller that underlies Seller's Rate Schedule SS-1 Section 7(c) Storage Service, then Seller's obligation to provide service hereunder shall be reduced accordingly.

3. RATES AND CHARGES

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 86 of Volume No. 1 of this tariff, which relates to this rate schedule are incorporated herein.

3.2 For transportation service rendered to Buyer each month under this rate schedule, Buyer shall pay to Seller the following charges:

(a) Demand Charge: A charge per dt of Transportation Demand.

(b) Commodity Charge: A charge per dt of quantities delivered.

(c) Any other charges authorized by the FERC or successor governmental authority having jurisdiction.

4. DEFINITIONS

4.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

4.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

4.3 Transportation Demand

The Transportation Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

RATE SCHEDULE SS-1 SECTION 7(C) TRANSPORTATION SERVICE
(Continued)

5. INJECTION SEASON TRANSPORTATION

5.1 General Procedure

When Buyer desires Seller to transport gas under this rate schedule during the Injection Season, Buyer shall nominate quantities for transportation in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon transport or cause to be transported for Buyer's account on such day, the quantity of gas so nominated from the point of receipt specified in the service agreement to the point of delivery specified in the service agreement, subject to the limitations set forth below in this Section 5.

5.2 Daily Transportation Quantity

The maximum quantity of gas which Seller can transport or cause to be transported on any one day during the Injection Season is dependent in part upon operating conditions at the particular time. Seller shall endeavor to transport or cause to be transported on any one day, as much of Buyer's transportation nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can transport or cause to be transported on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Buyer may nominate for transportation on any one day during the Injection Season, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity under Seller's Rate Schedule SS-1 Section 7(C) Storage Service (hereinafter "Storage Capacity Quantity") until such time as Buyer's Storage Gas Balance under Seller's Rate Schedule SS-1 Section 7(C) Storage Service (hereinafter "Storage Gas Balance") is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

5.3 Limitation Upon Total Transportation

Seller shall be obligated to transport gas during the Injection Season for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE SS-1 SECTION 7(C) TRANSPORTATION SERVICE
(Continued)

6. WITHDRAWAL SEASON TRANSPORTATION

6.1 General Procedure

When Buyer desires Seller to transport gas under this rate schedule during the Withdrawal Season, Buyer shall nominate quantities for transportation in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon transport or cause to be transported for Buyer's account on such day, the quantity of gas so nominated from the point of receipt specified in the service agreement to the point of delivery specified in the service agreement, subject to the limitations set forth below in this Section 6.

6.2 Quantity Limitations

(a) Subject to the other provisions of this Section 6 and Seller's Rate Schedule SS-1 Section 7(c) Storage Service, Seller will transport and deliver to Buyer on any one day during the Withdrawal Season under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to transport and deliver, on any one day during the Withdrawal Season, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Transportation Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage under Rate Schedule SS-1 Section 7(c) Storage Service, the gas transported under this rate schedule on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to transport and receive for delivery the following daily quantities.

(i) Buyer's Transportation Demand provided Buyer's Storage Gas Balance is greater than 33 percent of Buyer's Storage Capacity Quantity.

(ii) 66.67 percent of Buyer's Transportation Demand when Buyer's Storage Gas Balance is greater than 20 percent, but less than or equal to 33 percent of Buyer's Storage Capacity Quantity.

(iii) 37.50 percent of Buyer's Transportation Demand when Buyer's Storage Gas Balance is equal to or less than 20 percent of Buyer's Storage Capacity Quantity.

The foregoing notwithstanding it is also understood and agreed that in addition to the limitations provided above, Seller will be obligated to transport hereunder no more than 66.67 percent of Buyer's Transportation Demand after February 8 of any year and no more than 37.50 percent of Buyer's Transportation Demand after February 28 of any year.

RATE SCHEDULE SS-1 SECTION 7(C) TRANSPORTATION SERVICE
(Continued)

6. WITHDRAWAL SEASON TRANSPORTATION (Continued)

6.3 Monthly Quantity Limitations

During any calendar month during the Withdrawal Season, Seller shall not be obligated to deliver a daily average of more than 87 1/2 percent of Buyer's Transportation Demand.

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE SS-2
STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the Service Agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure and operating conditions beyond Seller's or Buyer's control; provided, however, that in the event National Fuel Gas Supply Corporation (National Fuel) fails, for any reason whatsoever to make deliveries to Seller under its agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

3.1 The applicable per dt charges set forth in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

(e) The ACA Unit Charge.

RATE SCHEDULE SS-2
Continued

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow through refunds received from such natural gas companies.

(a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 27 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to National Fuel for storage service under National Fuel's Rate Schedule SS-1, and for storage-related transportation service under National Fuel's Rate Schedule X-54. The services provided by National Fuel (hereinafter referred to as "Supplier") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Supplier shall be reflected in this rate schedule by the following procedure:

(i) Demand Charge - The Demand Charge shown on Sheet No. 27 of this Tariff is based on the Monthly Deliverability and Monthly Reservation Charges to be paid by Seller to Supplier for related storage and transportation services and Seller's demand costs for delivery of storage quantities on its pipeline system. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 27 to reflect the change in Supplier's Monthly Deliverability and Monthly Reservation Charges.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 27 of this Tariff is based on the Storage Capacity Charge to be paid by Seller to National Fuel for storage service. Seller shall reduce or increase the capacity charge shown on such Sheet No. 27 to reflect the change in the National Fuel Storage Capacity Charge.

(iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn charges shown on Sheet No. 27 of this Tariff are based on the commodity costs/charges of Supplier to inject and withdraw Buyer's storage quantities. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 27 to reflect the commodity charges of Supplier.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by National Fuel which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

(c) Seller's Tracker Filings - Seller shall file to track any rate change by National Fuel which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective National Fuel's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by National Fuel.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Supplier under the related storage and transportation rate schedules, including any interest paid by Supplier. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Supplier was determined.

RATE SCHEDULE SS-2
(Continued)

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The Storage Demand shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder. It shall represent the maximum quantity Seller shall be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller from storage on any one day, subject to the limitations set forth in Section 7 below.

5.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. It shall represent the quantity of top storage in the storage pools which Seller shall make, or cause to be made, available to Buyer for storage of gas.

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the Service Agreement, subject to the limitations set forth below in this Section.

(b) Buyer may inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

RATE SCHEDULE SS-2
(Continued)

6.2 RESERVED FOR FUTURE USE.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, the Maximum Daily Injection Quantity as follows:

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Injection Quantity to Annual Quantity
Less than 10%	1/150
From greater than 10% to 30%	1/160
From greater than 30% to 50%	1/175
From greater than 50% to 70%	1/185
From greater than 70% to 100%	1/200

6.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon withdraw or cause to be withdrawn from storage for Buyer's account on such day, the quantity of gas nominated to Seller for Buyer's account at the point of delivery specified in the Service Agreement, subject to the limitations set forth below in this Section.

(b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day a quantity of gas in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

RATE SCHEDULE SS-2
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.2 RESERVED FOR FUTURE USE.

7.3 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Withdrawal Quantity to Annual Quantity
From greater than 30% to 100%	1/110
From greater than 15% to 30%	1/120
From greater than 10% to 15%	1/135
Less than 10%	1/150

8. FUEL ALLOWANCE

Seller shall recover from Buyer such quantities of fuel, if any, that any Supplier and/or Seller requires for compressor fuel and for calculated normal operational loss associated with the storage, compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance). The effective date of any change to the Fuel Allowance shall coincide with the effective date of any changes in Supplier's and/or Seller's fuel retention/loss factors applicable to the services provided hereunder. The portion of the Fuel Allowance attributable to the storage and transportation services provided by Suppliers under this rate schedule and the annual adjustment to Buyer's Storage Gas Balance under this rate schedule shall be determined as follows:

(a) National Fuel's Rate Schedule SS-1 Storage Service - Seller shall retain from Buyer's injection and withdrawal quantities hereunder, equivalent quantities retained by National Fuel under its Rate Schedule SS-1 storage service;

RATE SCHEDULE SS-2
(Continued)

8. FUEL ALLOWANCE (Continued)

(b) National Fuel's Rate Schedule X-54 Transportation Service - Seller shall retain from Buyer's withdrawal quantities hereunder, equivalent quantities retained by National Fuel under its Rate Schedule X-54 transportation service. Effective November 1, 2007 National Fuel's Rate Schedule X-54 fuel allowance is 0.5% of the volumes received for transportation. The applicable fuel retention factor under this Section 8.1(b) will be used by Seller in the calculation of an annual adjustment to Buyer's Storage Gas Balance as described in Section 8.1(c) below;

(c) Annual Adjustment to Buyer's Rate Schedule SS-2 Storage Gas Balance - Seller shall track an annual adjustment made by National Fuel to Seller's storage inventory under National Fuel's Rate Schedule SS-1 related to transportation purchased by Seller under National Fuel's Rate Schedule X-54. Beginning April 2008 and each April thereafter, National Fuel will compare the retained volume under Rate Schedule X-54 during the preceding months of April through March with the metered volumes of gas used as compressor fuel for those same preceding months for transportation under Rate Schedule X-54. National Fuel will then make an adjustment to Seller's storage inventory level under Rate Schedule SS-1 no later than May 1 each year for the difference between the retained volume and the metered volume. Accordingly, Seller will adjust annually, pursuant to a tariff filing to be made no later than June 1 each year to be effective May 1 of that same year, Buyer's Rate Schedule SS-2 Storage Gas Balance, as necessary, to pass through the impact to Buyers of National Fuel's annual adjustment to Seller's Rate Schedule SS-1 storage inventory. Seller will not assess Buyer any charges in conjunction with the annual pass through adjustment and such pass through adjustment will in no way affect Buyer's payment obligations pursuant to Section 3.2 of this rate schedule.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE ICTS
Interconnect Transfer Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") subject to available capacity and acceptable operating conditions, for the transfer of natural gas in accordance with Section 5 hereof, by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

(a) Buyer desires interconnect transfer service under this Rate Schedule; and

(b) Buyer has submitted a valid request in accordance with Section 6 of this Rate Schedule; and

(c) Buyer and Seller have executed a Service Agreement for service under this Rate Schedule; and

(d) An OBA or its equivalent is in effect at the interconnect transfer points to be used to provide service in accordance with Section 2 hereof.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all interconnect transfer service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

2.2 Service under this Rate Schedule shall apply when Buyer(s) requests the transfer of gas under this Rate Schedule between two interconnects on Seller's system located within 50 pipeline miles of each other as represented on 1Line.

2.3 Service provided under this Rate Schedule shall be interruptible and the transfer of gas by Seller shall be limited to the Maximum Daily Quantity specified in the executed Service Agreement.

3. RATES AND CHARGES

3.1 For service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller a rate per dt multiplied by the quantities (dts) transferred.

3.2 The maximum and minimum unit rates for service under this Rate Schedule are shown on the effective Sheet No. 36 of Volume No. 1 of this Tariff. Buyer shall pay the maximum rates for service under this Rate Schedule unless Seller, in its sole judgement, agrees to discount its rates to Buyer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Buyer shall pay the maximum rate unless such rates are discounted to such specific customer.

3.3 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees. Seller shall not use the amounts so collected either as revenues or costs in establishing its general system rates.

3.4 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to measure or transfer gas to or for the account of Buyer.

RATE SCHEDULE ICTS
Interconnect Transfer Service
(Continued)

4. RECEIPT AND DELIVERIES

4.1 Service under this rate schedule shall consist of the receipt of gas on behalf of Buyer at an eligible interconnect on Seller's system, up to the Maximum Daily Quantity specified in the executed Service Agreement, and the transfer of equivalent quantities (dts) of natural gas by Seller for Buyer, or for Buyer's account, to another eligible interconnect on Transco's system located within 50 pipeline miles, as represented on 1Line, of the interconnect at which the gas was received.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the initial point(s) of transfer and receive gas at the final point(s) of transfer; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered, to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

5. SCHEDULING, NOMINATIONS AND ALLOCATION OF SERVICE

5.1 Buyer shall notify or cause Seller to be notified of Buyer's service requirements under this Rate Schedule in advance of such requirements in accordance with the nomination deadlines as provided on 1Line. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate quantities from the initial point(s) of transfer to the final point(s) of transfer. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the interconnect operators supplying gas at the initial transfer point(s) to do the same.

5.2 In reaching its determination of the availability of service under this rate schedule each day, Seller will use the following order of priority and procedures:

(a) In the event that Seller is required to allocate capacity on its system, it shall give first priority to all firm and interruptible transportation service scheduled pursuant to Section 28 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. To the extent Seller has remaining capacity to render service under this rate schedule, it shall be allocated among Buyers as follows:

(b) Seller shall give interruptible priority based on Buyer's willingness to pay the highest unit rate for such service (not to exceed the maximum rate for such service under Seller's Rate Schedule ICTS) with Buyers paying the highest unit rate, or Buyers, which when given notice of interruption are willing to pay the highest unit rate, receiving first priority and so on (with service allocated on a pro rata basis among Buyers willing to pay the same unit rate for such service).

RATE SCHEDULE ICTS
Interconnect Transfer Service
(Continued)

5. SCHEDULING, NOMINATIONS AND ALLOCATION OF SERVICE (Continued)

5.2 (Continued)

(c) When it is necessary to allocate or curtail service only in a particular segment of Seller's system, any necessary allocation or reduction shall be implemented in accordance with this Section only in that segment of Seller's system.

(d) Seller agrees to furnish to any Buyer requesting same at Seller's office during reasonable business hours, sufficient information to demonstrate the manner in which the monthly set-up and determinations and allocations of service have been made under this Section 5.2.

5.3 In the event operating conditions on any day during the month enable Seller to render additional service on a daily basis, such additional service will be made available to those Buyers requesting service in the same priority order as set forth in Section 5.2.

5.4 In the event that it becomes necessary for Seller to curtail interruptible services on a given day during the month, Seller shall first curtail Buyers under this rate schedule pursuant to Section 5.2 and then curtail interruptible transportation Buyers pursuant to Section 28 of the General terms and Conditions of Seller's Volume No. 1 Tariff.

5.5 Seller may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of transfer quantities over a reasonable period of time when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.6 Seller will provide, on 1Line, its best available operational data in accordance with Section 29 of the General Terms and Conditions.

6. OTHER CONDITIONS OF SERVICE

6.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's service request form (which is available to all Buyers and potential Buyers on request).

Such request for service shall contain the information specified in Seller's service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

6.2 Seller shall not be required to perform service under this rate schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

RATE SCHEDULE ICTS
Interconnect Transfer Service
(Continued)

7. THIS SECTION IS RESERVED FOR FUTURE USE

8. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller under this Rate Schedule.

9. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ICTS, the terms and conditions of this Rate Schedule ICTS shall control.

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

Service under this rate schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

1.1 Buyer desires firm transportation service of gas under this rate schedule; and

(a) Buyer has converted from firm sales service under Seller's CD, G or OG rate schedules or Seller's non-jurisdictional direct industrial sales agreement to firm transportation service pursuant to this rate schedule; or
(b) Buyer has converted from firm sales service under Seller's PS or ACQ rate schedules to firm transportation service pursuant to this rate schedule; or
(c) Buyer and Seller have agreed to convert existing firm service to service under this Rate Schedule; or
(d) Buyer has submitted a valid request in accordance with Section 8 hereof for service under this rate schedule and Seller has available capacity to render such service; and

1.2 Buyer and Seller have executed a Service Agreement for service under this rate schedule.

1.3 Service under this rate schedule is also available for transportation when Buyer has obtained released firm capacity from a Rate Schedule FT Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all firm transportation service rendered by Seller for Buyer including firm transportation service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this rate schedule.

2.2 Transportation service provided under the terms of this rate schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement plus fuel attributable to Rate Schedule GSS injections, if applicable.

2.3 Transportation service provided under this rate schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 or 42 of the General Terms and Conditions.

2.4 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's PS Rate Schedule shall be limited to the period commencing on December 1 of each year through the last day of February of the following year unless otherwise specified in the Service Agreement.

2.5 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's ACQ Rate Schedule shall be limited to the period commencing on March 1 of each year through November 30 of the same year.

2.6 Except as otherwise agreed to by Buyer and approved by the Commission, Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.7 Transportation service available hereunder to a Buyer of capacity resulting from a conversion from Seller's Rate Schedules X-289 through X-313 ("Southern Expansion Capacity"), from the unbundling/conversion of Rate Schedule SS-1, or from a conversion from Rate Schedule SS-1 Section 7(c) Transportation Service shall be limited to the period commencing on November 1 of each year through March 31 of the following year. Further, Southern Expansion Capacity (certificated in Docket No. CP88-760) has a TCQ applicable to the peak winter months of December, January, and February and a lower TCQ applicable to the shoulder months of November and March.

2.8 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

(a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement; provided however, Buyer shall not have access on a secondary basis to receipt points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions; and

(b) delivery points within that zone; provided however, Buyer shall not have access on a secondary basis to delivery points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment in a zone by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement in that zone from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone. If the sum of all such nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under this Section 2.8. Further, Reverse Path transportation, as defined in Section 2.9(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.9 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path

The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path

The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.9(a) above.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:

(a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s) multiplied by the number of days in the month that capacity was held. If Buyer acquires capacity through a volumetric release, the reservation charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the quantities (dts) delivered each day (up to Buyer's TCQ); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Commodity Charge: The applicable FT commodity rate(s) multiplied by the quantities (dts) delivered.

3.2 For transportation service under this Rate Schedule, Seller's Reservation Charges shall be calculated as follows:

(a) The Reservation Charge each month for a Conversion Buyer (as defined in Section 7 of this Rate Schedule) shall be determined as the sum of the following:

(i) 17% x Buyer's TCQ x the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone x the number of days in the month that capacity was held.

(ii) 25% x Buyer's TCQ x the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iii) 19% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iv) 39% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone x the number of days in the month that capacity was held.

(b) In addition to the above, Conversion Buyers electing firm capacity entitlements described in Section 7.4 of this Rate Schedule shall pay a Reservation Charge each month under this Rate Schedule determined by multiplying Buyer's TCQ attributable to the firm capacity so elected by the Zone 3-3 Reservation Rate for each day in the month that capacity was held.

(c) The Reservation Charge each month for all other Buyers under this Rate Schedule shall be determined by multiplying Buyer's TCQ by the applicable reservation rate for each day in the month that capacity was held.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.3 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer, then the Reservation Charge for the month in which such day or days occur shall be computed as follows: Determine for each such day the number of dt which Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, and the result shall be subtracted from the Reservation Charge for such month as otherwise computed. No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.

3.4 For transportation service under this rate schedule, the Commodity Charge shall consist of the applicable FT commodity rate multiplied by the quantities (dt) delivered.

3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Sheet Nos. 40 through 78 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.6 For purposes of capacity release, the Reservation Charges per TCQ payable by Buyer shall be as set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum reservation rates for firm transportation service are shown on the effective Sheet Nos. 40 through 78 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund. The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall be zero unless otherwise specified in the capacity release offer. The maximum and minimum commodity rates for firm transportation service are shown on the effective Sheet Nos. 41 through 78 of Volume No. 1 of this tariff.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.7 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this rate schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.8 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 41 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.7 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this rate schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.8 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.
(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.
(c) For deliveries in Zone 3 - see effective Sheet No. 41 of Volume No. 1 of this tariff.

3.11 To the extent that Buyer elects to use this rate schedule to deliver quantities to Seller's Station 85 pool, the following commodity charges shall apply:

(a) For receipts upstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 3.
(b) For receipts downstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 5.
(c) For receipts in Zone 4 - transportation charges will not be assessed.
(d) For receipts on the Mobile Bay lateral - transportation charges commence in the zone of receipt and end in Zone 4A.

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.7 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this rate schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.8 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 41 of Volume No. 1 of this tariff.

3.11 When Buyer uses this rate schedule to transport quantities received from Seller's Station 85 pool and those nominations denoted by deal type, as specified in Section 28.1(a)(vii) of the General Terms and Conditions, are not subject to the Zone 4 usage and fuel retention, then the following usage charges and fuel retention shall apply:

(a) For deliveries in Zone 5 or Zone 6 - transportation usage charges and fuel retention commence in Zone 5 and end in the zone of delivery;

(b) For deliveries in Zone 3, Zone 2 or Zone 1 - transportation usage charges and fuel retention commence in Zone 3 and end in the zone of delivery;

(c) For deliveries in Zone 4 - transportation usage charges and fuel retention will not apply;

(d) For deliveries on the Mobile Bay Lateral (Zone 4A or Zone 4B) - transportation usage charges and fuel retention commence in Zone 4A and end in the zone of delivery.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.8 of this Rate Schedule, shall be interrupted first under this Rate Schedule, and shall be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

4.5 Each executed Service Agreement shall specify Buyer's traditional FT delivery point(s). In addition, all delivery point(s) upstream of such traditional FT delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3 below, shall be made available to Buyer by Seller posting such delivery points on 1Line. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the party responsible for operation of the upstream delivery point; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Subject to the foregoing sentence and to other provisions of this Rate Schedule, Buyer, and any and all Replacement Shippers that derive a firm capacity entitlement from Buyer, may schedule on any day forwardhaul transportation up to Buyer's TCQ quantity and backhaul transportation up to Buyer's TCQ quantity, within or outside Buyer's firm contract path (as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement), for delivery at the same valid delivery point at the same time. Further, Reverse Path transportation, as defined in Section 2.9(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

4.8 For capacity release transactions, receipt and delivery points will be established by the terms of the capacity release agreement. The rights of the Replacement Shipper at any particular point shall be those rights of the Releasing Shipper.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance with Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.

(b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided, however, nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-971-000

First Revised Sheet No. 187 First Revised Sheet No. 187
Superseding: Original Sheet No. 187

SHEET NO. 187 IS BEING RESERVED FOR FUTURE USE.

SHEET NO. 188 IS RESERVED FOR FUTURE USE

SHEET NO. 189 IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

6. THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS

7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has converted a firm sales contract to service under this rate schedule or a Buyer that receives service under this rate schedule by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.

7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.

7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this rate schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.4 In addition to the capacity entitlements specified in Section 7.3 above, Buyers converting from Rate Schedule PS to firm transportation service hereunder may elect to purchase a firm daily capacity entitlement on an annual basis from Seller's Station 54 to 65 equal to the difference between Buyer's Station 50-65 capacity entitlement as set forth in Section 7.3 above and 100% of Buyer's PS conversion TCQ.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

8. OTHER CONDITIONS OF SERVICE (Continued)

8.1 (b) Sufficient information to determine Buyer's creditworthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

8.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer and provides the following information to Seller in writing at the address set forth in Section 8.1 prior to or at the time that Buyer executes such Service Agreement.

(a) If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:

(i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or

(ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or

(iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

8.3 If the transportation service is to be provided under one Service Agreement for multiple affiliated Buyers ("Principals") that have designated an affiliate to act as agent on their behalf ("Agent"), Principals shall provide notice of such to Seller and shall also provide sufficient information to verify:

(a) that Principals collectively meet the "shipper must have title" requirement as set forth in Section 13 hereof;

(b) that each Principal agrees that it is jointly and severally liable for all of the obligations of Buyer under the Service Agreement; and

(c) that Principals agree that they shall be treated collectively as one Buyer for nomination, allocation and billing purposes.

Agent shall be permitted to unilaterally amend the Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 8.1(b) of this Rate Schedule and of this Section 8.3 without using the procedures set forth in Section 42 of the General Terms and Conditions. No such amendment shall be binding on Seller prior to the date that notice thereof has been given to Seller.

8.4 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

9. RESERVED FOR FUTURE USE

10. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suit by such other Buyers. In no event shall the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take such overrun quantity nor shall such payment be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its TCQ, as adjusted.

11. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

12. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

12.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on 1Line.

12.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through 1Line. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

13. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FT, the terms and conditions of this Rate Schedule FT shall control.

Sheet Nos. 196 - 209 Sheet Nos. 196 - 209

SHEET NOS. 196 - 209 ARE BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE IT
Interruptible Transportation Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") subject to available capacity for the transportation of natural gas in accordance with Section 6 hereof, by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

(a) Buyer desires interruptible transportation service of gas under this Rate Schedule; and

(b) Buyer has submitted a valid request in accordance with Section 7 hereof for service under this Rate Schedule and Seller has available capacity to render such service; and

(c) Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all transportation service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

2.2 Transportation service provided under this Rate Schedule shall be limited to the delivery by Seller of up to the Maximum Daily Quantity specified in the executed Service Agreement.

3. RATES AND CHARGES

3.1 For interruptible transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the applicable rate multiplied by the quantities (dts) delivered.

3.2 RESERVED FOR FUTURE USE.

3.3 The maximum and minimum unit rates for interruptible transportation service are shown on the effective Sheet No. 79 of Volume No. 1 of this Tariff. Buyer shall pay the maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Buyer shall pay the maximum rates unless such rates are discounted to such specific customer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.4 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.5 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.6 THIS SECTION RESERVED FOR FUTURE USE.

3.7 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.8 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 79 of Volume No. 1 of this tariff.

3.9 Transportation for a Buyer under this rate schedule shall be considered an interruptible feeder when such transportation feeds a firm receipt point where Seller provides Buyer firm transportation service to Buyer or another Buyer.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer at any available point(s) of receipt on Seller's system as posted by electronic means on 1Line, up to the Maximum Daily Quantity specified in the executed Service Agreement (plus fuel retained pursuant to the provisions of Section 3.4 hereof); (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at any available point(s) of delivery as posted by electronic means on 1Line.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.6 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.7 To the extent that Buyer elects to use this rate schedule to deliver quantities to Seller's Station 85 pool, the following commodity charges shall apply:

(a) For receipts upstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 3.

(b) For receipts downstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 5.

(c) For receipts in Zone 4 - transportation charges will not be assessed.

(d) For receipts on the Mobile Bay lateral - transportation charges commence in the zone of receipt and end in Zone 4A.

3.8 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 79 of Volume No. 1 of this tariff.

3.9 Transportation for a Buyer under this rate schedule shall be considered an interruptible feeder when such transportation feeds a firm receipt point where Seller provides Buyer firm transportation service to Buyer or another Buyer.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer at any available point(s) of receipt on Seller's system as posted by electronic means on 1Line, up to the Maximum Daily Quantity specified in the executed Service Agreement (plus fuel retained pursuant to the provisions of Section 3.4 hereof); (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at any available point(s) of delivery as posted by electronic means on 1Line.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

3.6 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.7 When Buyer uses this rate schedule to transport quantities received from Seller's Station 85 pool and those nominations denoted by deal type, as specified in Section 28.1(a)(vii) of the General Terms and Conditions, are not subject to the Zone 4 usage and fuel retention, then the following usage charges and fuel retention shall apply:

(a) For deliveries in Zone 5 or Zone 6 - transportation usage charges and fuel retention commence in Zone 5 and end in the zone of delivery;

(b) For deliveries in Zone 3, Zone 2 or Zone 1 - transportation usage charges and fuel retention commence in Zone 3 and end in the zone of delivery;

(c) For deliveries in Zone 4 - transportation usage charges and fuel retention will not apply;

(d) For deliveries on the Mobile Bay Lateral (Zone 4A or Zone 4B) - transportation usage charges and fuel retention commence in Zone 4A and end in the zone of delivery.

3.8 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 79 of Volume No. 1 of this tariff.

3.9 Transportation for a Buyer under this rate schedule shall be considered an interruptible feeder when such transportation feeds a firm receipt point where Seller provides Buyer firm transportation service to Buyer or another Buyer.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer at any available point(s) of receipt on Seller's system as posted by electronic means on 1Line, up to the Maximum Daily Quantity specified in the executed Service Agreement (plus fuel retained pursuant to the provisions of Section 3.4 hereof); (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at any available point(s) of delivery as posted by electronic means on 1Line.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to re-nominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance to Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.

(b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided however in no event shall Buyer take delivery of quantities hereunder (or allocate "swing" quantities to service under this Rate Schedule) greater than the Scheduled Daily Delivery Quantity, as defined in Section 2(g) of the General Terms and Conditions on a day when interruptible capacity on Seller's system is restricted or when service hereunder is limited pursuant to the provisions of Section 11.3(d) of Seller's General Terms and Conditions.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-971-000

First Revised Sheet No. 214 First Revised Sheet No. 214
Superseding: Original Sheet No. 214

SHEET NO. 214 IS BEING RESERVED FOR FUTURE USE.

SHEET NO. 215 IS RESERVED FOR FUTURE USE.

SHEET NO. 216 IS RESERVED FOR FUTURE USE.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

6. ALLOCATION OF AVAILABLE CAPACITY

6.1 Requests for service under this Rate Schedule will be received by Seller, and capacity will be made available in accordance with the provisions of Section 28 of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

7. OTHER CONDITIONS OF SERVICE

7.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Transportation Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements.

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

7.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule and provides the following information to Seller prior to or at the time that Buyer executes such Service Agreement.

If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:

(a) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or

(b) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or

(c) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

7. OTHER CONDITIONS OF SERVICE (Continued)

7.3 Seller shall not be required to perform service under this Rate Schedule in the event all necessary permits and facilities necessary to render the requested service do not exist at the time the request is made.

8. RESERVED FOR FUTURE USE.

9. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

10. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule IT, the terms and conditions of this Rate Schedule IT shall control.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

1.1 Buyer desires firm transportation service under this Rate Schedule; and

(a) Buyer has submitted a valid request in accordance with Section 6 hereof; and

(b) Buyer and Seller have executed a Service Agreement for service under this Rate Schedule; and

(c) Seller has available or will make available to Buyer, capacity on the delivery lateral facilities to be utilized by Seller to provide the requested firm transportation.

1.2 Service under this Rate Schedule is only available on the delivery laterals enumerated in Section 21.2 of the General Terms and Conditions.

1.3 Service under this Rate Schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule FDLS Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm delivery lateral service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this Rate Schedule.

2.2 Seller has no obligation to construct or expand any facilities in order to provide transportation under this Rate Schedule.

2.3 Transportation service provided under the terms of this Rate Schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) and Maximum Hourly Quantity (MHQ) specified in the executed service agreement.

2.4 Transportation service provided under this Rate Schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 or 42 of the General Terms and Conditions.

2.5 Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this Rate Schedule at the expiration of the term stated in Article IV of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 A Buyer under this Rate Schedule shall have access, on a secondary basis, to only those receipt and delivery points outside of Buyer's transportation path, as established by the receipt and delivery points as set forth in Buyer's executed service agreement, that are located on the applicable delivery lateral used to provide service hereunder to Buyer.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement on the applicable delivery lateral. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment on a delivery lateral by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement on that delivery lateral from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FDLS in that segment on a delivery lateral. If the sum of all such nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FDLS in that segment on a delivery lateral, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rate basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under this Section 2.6. Further, Reverse Path transportation, as defined in Section 2.7(b) herein, which results in the delivery of gas to a point on the delivery lateral that is downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.7 For transportation service under this Rate Schedule, the following terms shall apply in order to indicate direction of flow:

(a) Primary Path
The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path
The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.7(a) above.

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:

(a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s) multiplied by the number of days in the month that capacity was held. If Buyer acquires capacity through a volumetric release, the reservation charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the quantities (dt) delivered each day (up to Buyer's TCQ); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Commodity Charge: The applicable FDLS commodity rate(s) multiplied by the quantities (dt) delivered.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

3. RATES AND CHARGES (Continued)

3.2 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption of service to Buyer on a day or days, then Seller shall credit Buyer's Reservation Charge for the month(s) in which such interruption or reduction occurs; provided, however, Seller shall not be obligated to credit Buyer's Reservation Charge (up to Buyers TCQ):

(a) for the first ten (10) days of interruption or reduction of service due to an event of Force Majeure declared by Seller, as defined in Sections 11.1 through 11.4 of the General Terms and Conditions,

(b) when Seller's failure to deliver Buyer's nominated quantity is a result of (i) the conduct of Buyer or the third party operator of the facilities at the Point of Delivery, or (ii) a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.

3.3 If, under the provisions of Section 3.2, Seller is required to provide a Reservation Charge credit to Buyer, then Buyer's Reservation Charge for the month shall be computed as follows: Determine for each such day or days the number of dts of Buyer's nominated quantity that Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, and the result shall be subtracted from the Reservation Charge for that month as otherwise computed.

No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.

3.4 The maximum and minimum reservation and commodity rates for the applicable firm delivery lateral service are shown on the effective Sheet No. 89 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.5 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up as specified on the effective Sheet No. 89 of Volume No. 1 of this Tariff.

3.6 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

3. RATES AND CHARGES (Continued)

3.7 For purposes of capacity release, the Reservation Charges per TCQ payable by Buyer shall be as set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum reservation rates for firm delivery lateral service are shown on the effective Sheet No. 89 of Volume No. 1 of this Tariff, however, the maximum rate ceiling does not apply to capacity releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund. The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall be zero unless otherwise specified in the capacity release offer. The maximum and minimum commodity rates for firm delivery lateral service are shown on the effective Sheet 89 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ (plus quantities retained pursuant to the provisions of Section 3.5 hereof) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.6 hereof; (b) the transportation of gas through the applicable delivery lateral; (c) the delivery of equivalent quantities (dt) of natural gas (less quantities retained pursuant to provisions of Section 3.5 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.6 of this Rate Schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

4.3 Maximum Hourly Quantity ("MHQ") shall mean the maximum quantity of gas in dt specified in an executed service agreement that Seller is obligated to deliver to Buyer and that Buyer is entitled to take from Seller during any hour at the point(s) of delivery specified in the executed service agreement, at delivery point(s) located within Buyer's primary path pursuant to Section 4.5 of this Rate Schedule and at secondary delivery points pursuant to Section 2.6 of this Rate Schedule; however, in no event shall the total quantity delivered on a day exceed Buyer's TCQ. Such TCQ and MHQ quantities shall be specified in the executed Rate Schedule FDLS service agreement. Buyer shall be entitled to take delivery of gas from Seller pursuant to this Rate Schedule at the point(s) of delivery, at delivery point(s) located within Buyer's primary path and at secondary delivery points at an hourly gas flow rate not to exceed the MHQ.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

4. RECEIPTS AND DELIVERIES (Continued)

4.4 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.6 of this Rate Schedule, which shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ.

4.5 Each executed Service Agreement shall specify Buyer's FDLS delivery point(s). In addition, all delivery point(s) located within Buyer's primary path shall be made available to Buyer by Seller posting such delivery points on 1Line. Buyer's ability to nominate transportation service to upstream delivery point(s) located within Buyer's Primary Path will be subject to: (a) operating and tariff limitations at such point(s); and (b) confirmation and acceptance by the party responsible for operation of such point(s); and further, may be subordinate to any firm services scheduled to such point(s) which are FDLS delivery point(s) of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.6 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of the applicable delivery lateral shall be limited to Buyer's TCQ as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's delivery lateral shall not exceed Buyer's TCQ as specified in the executed Service Agreement for such segment of capacity. Subject to the foregoing sentence and to other provisions of this Rate Schedule, Buyer, and any and all Replacement Shippers that derive a firm capacity entitlement from Buyer, may schedule on any day forward haul transportation up to Buyer's TCQ and backhaul transportation up to Buyer's TCQ, within or outside Buyer's firm contract path (as defined by those receipt and delivery points specifically identified in Buyer's FDLS Service Agreement), for delivery at the same valid delivery point at the same time. Further, Reverse Path transportation, as defined in Section 2.7(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

4.8 For capacity release transactions, receipt and delivery points will be established by the terms of the capacity release agreement. The rights of the Replacement Shipper at any particular point shall be those rights of the Releasing Shipper.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to re-nominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance with Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.

(b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's service agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided, however, nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dt (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dt (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

6. OTHER CONDITIONS OF SERVICE

6.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request electronically via 1Line) to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

6.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

6.3 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

7. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

7.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on 1Line.

7.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through 1Line. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

RATE SCHEDULE FDLS
Firm Delivery Lateral Service
(Continued)

8. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

9. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FDLS, the terms and conditions of this Rate Schedule FDLS shall control.

RATE SCHEDULE IDLS
Interruptible Delivery Lateral Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") subject to available capacity for the transportation of natural gas in accordance with Section 6 hereof, by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

1.1 Buyer desires interruptible transportation service under this Rate Schedule; and

(a) Buyer has submitted a valid request in accordance with Section 7 hereof for service under this Rate Schedule and Seller has available capacity to render such service; and

(b) Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

1.2 Service under this Rate Schedule is only available on the delivery laterals enumerated in Section 21.2 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all interruptible delivery lateral service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

2.2 Transportation service provided under this Rate Schedule shall be limited to the delivery by Seller of up to the Maximum Daily Quantity specified in the executed Service Agreement.

3. RATES AND CHARGES

3.1 For interruptible delivery lateral service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the applicable rate multiplied by the quantities (dt) delivered.

3.2 The maximum and minimum unit rates for interruptible delivery lateral service are shown on the effective Sheet No. 90 of Volume No. 1 of this Tariff. Buyer shall pay the maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Buyer shall pay the maximum rates unless such rates are discounted to such specific customer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.3 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up as specified on the effective Sheet No. 90 of Volume No. 1 of this Tariff.

RATE SCHEDULE IDLS
Interruptible Delivery Lateral Service
(Continued)

3. RATES AND CHARGES (Continued)

3.4 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer at any available point(s) of receipt on any of Seller's delivery laterals as posted by electronic means on 1Line, up to the Maximum Daily Quantity specified in the executed Service Agreement (plus quantities retained pursuant to the provisions of Section 3.3 hereof); (b) the transportation of gas through Seller's delivery lateral; (c) the delivery of equivalent quantities (dt) of natural gas (less quantities retained pursuant to provisions of Section 3.3 hereof) by Seller to Buyer, or for Buyer's account, at the point(s) of delivery as posted by electronic means on 1Line.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. As nearly as practicable, Buyer shall deliver and receive gas in uniform hourly quantities during any day. Subject to Seller's operating conditions, during any given day Seller may allow Buyer to deliver or receive gas at an hourly rate that may exceed 1/24th of Buyer's scheduled quantities.

RATE SCHEDULE IDLS
Interruptible Delivery Lateral Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to re-nominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance to Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.

(b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided however in no event shall Buyer take delivery of quantities hereunder greater than the Scheduled Daily Delivery Quantity, as defined in Section 2(g) of the General Terms and Conditions on a day when interruptible capacity on Seller's system is restricted or when service hereunder is limited pursuant to the provisions of Section 11.3(d) of Seller's General Terms and Conditions.

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dt (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dt (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

RATE SCHEDULE IDLS
Interruptible Delivery Lateral Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

6. ALLOCATION OF AVAILABLE CAPACITY

Requests for service under this Rate Schedule will be received by Seller, and capacity will be made available in accordance with the provisions of Section 28 of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1.

7. OTHER CONDITIONS OF SERVICE

7.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line.

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements.

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

7.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule.

7.3 Seller shall not be required to perform service under this Rate Schedule in the event all necessary permits and facilities necessary to render the requested service do not exist at the time the request is made.

RATE SCHEDULE IDLS
Interruptible Delivery Lateral Service
(Continued)

8. THIS SECTION IS RESERVED FOR FUTURE USE.

9. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

10. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule IDLS, the terms and conditions of this Rate Schedule IDLS shall control.

Sheet Nos. 233 - 264 Sheet Nos. 233 - 264

SHEET NOS. 233 - 264 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 11/29/2009 Status: Effective
FERC Docket: RP09-558-000
First Revised Sheet No. 265 First Revised Sheet No. 265
Superseding: Original Sheet No. 265

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (herein referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (herein referred to as "Seller") on Seller's system when:

1.1 Buyer has converted its remaining firm sales entitlement under Rate Schedules G & OG to firm transportation service under this Rate Schedule pursuant to the procedures set forth by the Commission in Seller's Order No. 636 restructuring proceeding in Docket No. RS92-86.

1.2 Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to firm transportation service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

2.2 Transportation service under this Rate Schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement.

2.3 Transportation service under this Rate Schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions.

2.4 Buyer shall be prohibited from transporting or receiving service under Seller's Rate Schedule IT (whether directly or from third parties), on any given day, until such time as Buyer has utilized its maximum Rate Schedule FT-G TCQ on such day.

2.5 Buyer shall be prohibited from participating in Seller's capacity release program as a replacement shipper (whether directly or from third parties), on any given day, until such time as Buyer has utilized its maximum Rate Schedule FT-G TCQ on such day.

2.6 Buyer shall be prohibited from releasing its Rate Schedule FT-G capacity under Seller's capacity release program.

2.7 Except as otherwise agreed to by Buyer and approved by the Commission, Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this Rate Schedule at the expiration of the term stated in Article III of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.8 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

(a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FT-G Service Agreement; provided however, Buyer shall not have access on a secondary basis to receipt points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions; and

(b) delivery points within that zone; provided however, Buyer shall not have access on a secondary basis to delivery points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Further, Reverse Path transportation, as defined in Section 2.9(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.9 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path
The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path
The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.9(a) above.

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer under this Rate Schedule, Buyer shall pay to Seller the applicable rate multiplied by the quantities (dts) delivered.

3.2 RESERVED FOR FUTURE USE.

3.3 The maximum and minimum unit rates for FT-G transportation service are shown on the effective Sheet No. 39 of Volume No. 1 of this tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.4 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.5 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

3.6 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.7 To the extent that Buyer elects to utilize this Rate Schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 39 of Volume No. 1 of this tariff.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.4 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities scheduled from secondary receipt points pursuant to Section 2.8 hereof, which such quantities shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES AND CHARGES (Continued)

3.8 To the extent that Buyer elects to use this rate schedule to deliver quantities to Seller's Station 85 pool, the following commodity charges shall apply:

(a) For receipts upstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 3.

(b) For receipts downstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 5.

(c) For receipts in Zone 4 - transportation charges will not be assessed.

(d) For receipts on the Mobile Bay lateral - transportation charges commence in the zone of receipt and end in Zone 4A.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.4 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities scheduled from secondary receipt points pursuant to Section 2.8 hereof, which such quantities shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES AND CHARGES (Continued)

3.8 When Buyer uses this rate schedule to transport quantities received from Seller's Station 85 pool and those nominations denoted by deal type, as specified in Section 28.1(a)(vii) of the General Terms and Conditions, are not subject to the Zone 4 usage and fuel retention, then the following usage charges and fuel retention shall apply:

(a) For deliveries in Zone 5 or Zone 6 - transportation usage charges and fuel retention commence in Zone 5 and end in the zone of delivery;

(b) For deliveries in Zone 3, Zone 2 or Zone 1 - transportation usage charges and fuel retention commence in Zone 3 and end in the zone of delivery;

(c) For deliveries in Zone 4 - transportation usage charges and fuel retention will not apply;

(d) For deliveries on the Mobile Bay Lateral (Zone 4A or Zone 4B) - transportation usage charges and fuel retention commence in Zone 4A and end in the zone of delivery.

4. RECEIPT AND DELIVERIES

4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.4 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.4 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities scheduled from secondary receipt points pursuant to Section 2.8 hereof, which such quantities shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

4.5 Each executed Service Agreement shall specify Buyer's traditional FT-G delivery point(s). In addition, all delivery point(s) upstream of such traditional FT-G delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3(a) below, shall be made available to Buyer by Seller posting such delivery points on 1Line. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the downstream entity; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Subject to the foregoing sentence and to other provisions of this Rate Schedule, Buyer may schedule on any day forwardhaul transportation up to Buyer's TCQ quantity and backhaul transportation up to Buyer's TCQ quantity, within or outside Buyer's firm contract path (as defined by those receipt and delivery points specifically identified in Buyer's FT-G Service Agreement), for delivery at the same valid delivery point at the same time. Further, Reverse Path transportation, as defined in Section 2.9(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance with Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.

(b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided however nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FT-G
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

SHEET NO. 271 IS BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

6. THIS SECTION IS RESERVED FOR FUTURE USE.

7. SERVICE RIGHTS OF CONVERSION BUYERS

7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has converted a firm sales contract to service under this rate schedule or a Buyer that receives service under this rate schedule by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.

7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this Rate Schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyers credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

9. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suit by such other Buyers. In no event shall the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take such overrun quantity nor shall such payment be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its TCQ, as adjusted.

10. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

11. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS

11.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers by electronic means on a twenty-four hour basis on 1Line.

11.2 Any general firm transportation service announcements will be made available to all Buyers by electronic means on a twenty-four hour basis through 1Line. Overnight delivery of this information will be available to Buyers upon written request provided that such overnight delivery services are prepaid.

12. WARRANTY OF TITLE OF GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

RATE SCHEDULE FT-G
FIRM TRANSPORTATION SERVICE
(Continued)

13. POSSESSION OF GAS

Refer to Section 9(b) of the General Terms and Conditions.

14. HEATING VALUE

Refer to Section 3(b) of the General Terms and Conditions.

15. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

16. QUALITY

Refer to Section 3 of the General Terms and Conditions.

17. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's FERC Gas Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FT-G, the terms and conditions of this Rate Schedule FT-G shall control.

RATE SCHEDULE FTN
Firm Transportation Notice Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

1.1 Buyer desires firm transportation service of gas under this Rate Schedule; and
(a) Buyer has elected, pursuant to the procedures set forth by the Commission in Seller's Order No. 636 restructuring proceeding in Docket No. RS92-86, to receive firm transportation service under this Rate Schedule for all or a portion of service originally rendered pursuant to Seller's FT Rate Schedule; or
(b) Buyer has submitted a valid request in accordance with Section 8 hereof for service under this Rate Schedule and Seller has available capacity to render such service; and

1.2 Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

1.3 Service under this Rate Schedule is also available for transportation when Buyer has obtained released firm capacity from a Rate Schedule FTN Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to firm transportation "notice" service, as defined in Section 2.3 of this Rate Schedule, rendered by Seller for Buyer including firm transportation service released under this Rate Schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this Rate Schedule.

2.2 Transportation service provided under the terms of this Rate Schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement plus fuel attributable to Rate Schedule GSS injections, if applicable.

2.3 Transportation service provided under this Rate Schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions. Service under this Rate Schedule shall constitute "notice" service, subject to the daily scheduling penalties set forth in this Rate Schedule.

2.4 Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this Rate Schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.5 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

(a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FTN Service Agreement; provided however, Buyer shall not have access on a secondary basis to receipt points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions; and

(b) delivery points within that zone; provided however, Buyer shall not have access on a secondary basis to delivery points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment in a zone by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement in that zone from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FTN in that segment of the zone. If the sum of all the nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FTN in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under the provisions of this section. Further, Reverse Path transportation, as defined in Section 2.6(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.6 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path
The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path
The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.6(a) above.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:

(a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s) multiplied by the number of days in the month that capacity was held. If Buyer acquires capacity through a volumetric release, the reservation charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the quantities (dts) delivered each day (up to Buyer's TCQ); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Commodity Charge: The applicable FTN commodity rate(s) multiplied by the quantities (dts) delivered.

3.2 For transportation service under this Rate Schedule, Seller's Reservation Charges shall be calculated as follows:

(a) The Reservation Charge each month for a Conversion Buyer (as defined in Section 7 of this Rate Schedule) shall be determined as the sum of the following:

(i) 17% x Buyer's TCQ x the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone x the number of days in the month that capacity was held.

(ii) 25% x Buyer's TCQ x the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iii) 19% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iv) 39% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone x the number of days in the month that capacity was held.

(b) The Reservation Charge each month for non-conversion Buyers under this Rate Schedule shall be determined by multiplying Buyer's TCQ by the applicable reservation rate for each day in the month that capacity was held.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

3. RATES AND CHARGES (Continued)

3.3 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer, then the Reservation Charge for the month in which such day or days occur shall be computed as follows: Determine for each such day the number of dt which Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, and the result shall be subtracted from the Reservation Charge for such month as otherwise computed. No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 and 11.6 of the General Terms and Conditions.

3.4 For transportation service under this rate schedule, the Commodity Charge shall consist of the applicable FTN commodity rate multiplied by the quantities (dt) delivered.

3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Sheet Nos. 37 and 38 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.6 For purposes of capacity release, the Reservation Charges per TCQ payable by Buyer shall be as set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum reservation rates for firm transportation service are shown on the effective Sheet No. 37 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund. The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall be zero unless otherwise specified in the capacity release offer. The maximum and minimum commodity rates for firm transportation service are shown on the effective Sheet No. 38 of Volume No. 1 of this tariff.

3.7 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this rate schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.

3.8 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

3. RATES AND CHARGES (Continued)

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 38 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.5 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.5 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller, and Buyer shall take from Seller, the scheduled daily quantities hereunder at uniform hourly rates.

4.3 Seller's ability to receive gas under this rate schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other rate schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this rate schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.5 hereof, shall be interrupted first under this rate schedule, and shall be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

3. RATES AND CHARGES (Continued)

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.
(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.
(c) For deliveries in Zone 3 - see effective Sheet No. 38 of Volume No. 1 of this tariff.

3.11 To the extent that Buyer elects to use this rate schedule to deliver quantities to Seller's Station 85 pool, the following commodity charges shall apply:

(a) For receipts upstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 3.
(b) For receipts downstream of Zone 4 - transportation charges commence in the zone of receipt and end in Zone 5.
(c) For receipts in Zone 4 - transportation charges will not be assessed.
(d) For receipts on the Mobile Bay lateral - transportation charges commence in the zone of receipt and end in Zone 4A.

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.5 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.5 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller, and Buyer shall take from Seller, the scheduled daily quantities hereunder at uniform hourly rates.

4.3 Seller's ability to receive gas under this rate schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other rate schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this rate schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.5 hereof, shall be interrupted first under this rate schedule, and shall be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

3. RATES AND CHARGES (Continued)

3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.

3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:

(a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.

(b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.

(c) For deliveries in Zone 3 - see effective Sheet No. 38 of Volume No. 1 of this tariff.

3.11 When Buyer uses this rate schedule to transport quantities received from Seller's Station 85 pool and those nominations denoted by deal type, as specified in Section 28.1(a)(vii) of the General Terms and Conditions, are not subject to the Zone 4 usage and fuel retention, then the following usage charges and fuel retention shall apply:

(a) For deliveries in Zone 5 or Zone 6 - transportation usage charges and fuel retention commence in Zone 5 and end in the zone of delivery;

(b) For deliveries in Zone 3, Zone 2 or Zone 1 - transportation usage charges and fuel retention commence in Zone 3 and end in the zone of delivery;

(c) For deliveries in Zone 4 - transportation usage charges and fuel retention will not apply;

(d) For deliveries on the Mobile Bay Lateral (Zone 4A or Zone 4B) - transportation usage charges and fuel retention commence in Zone 4A and end in the zone of delivery.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

4. RECEIPTS AND DELIVERIES

4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.5 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement, or (ii) secondary delivery points pursuant to Section 2.5 of this rate schedule.

4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller, and Buyer shall take from Seller, the scheduled daily quantities hereunder at uniform hourly rates.

4.3 Seller's ability to receive gas under this rate schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other rate schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this rate schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.5 hereof, shall be interrupted first under this rate schedule, and shall be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

4.5 Each executed Service Agreement shall specify Buyer's traditional FTN delivery point(s). In addition, all delivery point(s) upstream of such traditional FTN delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3 below, shall be made available to Buyer by Seller posting such delivery points on 1Line. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the downstream entity; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.5 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Subject to the foregoing sentence and to other provisions of this Rate Schedule, Buyer, and any and all Replacement Shippers that derive a firm capacity entitlement from Buyer, may schedule on any day forwardhaul transportation up to Buyer's TCQ quantity and backhaul transportation up to Buyer's TCQ quantity, within or outside Buyer's firm contract path (as defined by those receipt and delivery points specifically identified in Buyer's FTN Service Agreement), for delivery at the same valid delivery point at the same time. Further, Reverse Path transportation, as defined in Section 2.6(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

4.8 For capacity release transactions, receipt and delivery points will be established by the terms of the capacity release agreement. The rights of the Replacement Shipper at any particular point shall be those rights of the Releasing Shipper.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this rate schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

(a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance to Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests when operating conditions on Seller's system permit.

(b) Buyer may not take delivery on any day of any quantities greater than 110% or less than 90% of the quantities scheduled in advance pursuant to this Section 5.1. Except for such ten percent (10%) variance, this service is not eligible as a "swing" service under Section 18.1 of the General Terms and Conditions.

(i) If on any day Buyer takes from Seller a quantity of gas at a delivery point which exceeds Buyer's daily scheduled quantity by more than 10% at such delivery point, the quantity in excess of 110% of Buyer's daily scheduled quantity shall be deemed to be an "overtake". Buyer shall pay Seller a fee equal to Seller's Rate Schedule IT rate for all overtakes.

(ii) If on any day Buyer takes from Seller a quantity of gas at a delivery point which is less than 90% of Buyer's daily scheduled quantity at such delivery point, the difference between 90% of the Buyer's daily scheduled quantity and Buyer's actual takes shall be deemed an "undertake". Buyer shall pay Seller a fee equal to Seller's Rate Schedule IT rate for all undertakes.

(iii) The fees described above are in addition to any and all other charges due Seller hereunder.

(c) Nothing herein shall give Buyer the right to schedule or take delivery of quantities hereunder on any day in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.

5.3 Each month imbalances shall be resolved in accordance with Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

6. THIS SECTION IS RESERVED FOR FUTURE USE.

SHEET NO. 284 IS BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS

7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has elected to receive firm transportation service under this Rate Schedule for service originally rendered:

(a) as a result of a conversion of a firm sales contract to service under Rate Schedule FT; or

(b) as a service under Rate Schedule FT by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.

7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.

7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.3 (Continued)

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this Rate Schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

8. OTHER CONDITIONS OF SERVICE (Continued)

8.1 (b) Sufficient information to determine Buyer's credit worthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

8.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer and provides the following information to Seller in writing at the address set forth in Section 8.1 prior to or at the time that Buyer executes such Service Agreement.

If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:

(a) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or

(b) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or

(c) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

8.3 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

9. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of or less than the downstream entity's scheduled daily quantities, for Buyer's account, and in no event in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of or less than Buyer's scheduled daily quantity or in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suite by such other Buyers. In no event shall the payment of a scheduling penalty pursuant to Section 5.1(b) of this Rate Schedule, or the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take any undertake or overtake quantities as defined in Section 5.1(b)(i) and (ii), or any such overrun quantity, nor shall such payments be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its scheduled daily quantity or its TCQ, as adjusted.

10. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

RATE SCHEDULE FTN
Firm Transportation Notice Service
(Continued)

11. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

11.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on 1Line.

11.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through 1Line. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

12. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

13. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FTN, the terms and conditions of this Rate Schedule FTN shall control.

RATE SCHEDULE POOLING
Pooling Service

1. AVAILABILITY

1.1 Service under this rate schedule is available from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on a non-discriminatory basis for any gas company or any other party (hereinafter referred to as "Buyer") when:

(a) Buyer delivers, under a separate agreement, natural gas to Seller at a pooling point for aggregation and disaggregation at the same pooling point or desires to provide Title Transfer Tracking (TTT) service; and

(b) Buyer and Seller have executed a pooling service agreement for service under this rate schedule.

1.2 Service under this rate schedule will be available at those physical or virtual points identified by Seller on 1Line.

1.3 Seller shall not be required to construct or acquire new facilities to provide service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Pooling shall be defined as the aggregation of gas from multiple physical and/or virtual receipt points to a single physical or virtual point; and the disaggregation of gas from a single physical or virtual point to multiple physical and/or virtual delivery points. This rate schedule shall apply to all pooling service rendered by Seller for Buyer, pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this rate schedule.

2.2 In order to accommodate the priority of service consistent with Section 3.9 of Rate Schedule IT, pooling service shall be designated as either firm or interruptible. Buyer shall execute a separate service agreement under this rate schedule for firm pooling service and for interruptible pooling service.

2.3 Service under this rate schedule shall be provided as follows:

(a) Buyer shall submit an aggregation nomination which shall be a nomination on Buyer's transportation agreement(s) identifying the quantity of gas to be delivered from a specified receipt point to Buyer's pooling service agreement at a specified pooling point. Such nomination must be consistent with the nomination procedures set forth in Section 28.8 of the General Terms and Conditions, and the nomination timelines as defined in Section 28.1 of the General Terms and Conditions.

(b) Buyer must also submit a disaggregation nomination which shall be a one sided nomination on a Buyer's pooling service agreement identifying the business entity (and package ID if so desired) and quantity of gas which Buyer authorizes to be received for take away from the specified pooling point. Such nomination must be consistent with the nomination timelines as defined in Section 28.1 of the General Terms and Conditions. All discrepancies between the disaggregation nomination and the related transportation nomination received for take away at such pooling point will be balanced by using the lesser of process as defined in NAESB Standard 1.3.22; provided, however, Seller shall not require such pooling point to be balanced during the timely nomination cycle as defined in Section 28.1 of the General Terms and Conditions.

(i) Disaggregation nomination shall mean nomination(s) specifying only the delivery side of the transaction which will be provided by Buyer on a Pooling Service Agreement at the pooling point.

RATE SCHEDULE POOLING
Pooling Service

1. AVAILABILITY

1.1 Service under this rate schedule is available from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on a non-discriminatory basis for any gas company or any other party (hereinafter referred to as "Buyer") when:
(a) Buyer delivers, under a separate agreement, natural gas to Seller at a pooling point for aggregation and disaggregation at the same pooling point or desires to provide Title Transfer Tracking (TTT) service; and
(b) Buyer and Seller have executed a pooling service agreement for service under this rate schedule.

1.2 Service under this rate schedule will be available at those physical or virtual points identified by Seller on 1Line.

1.3 Seller shall not be required to construct or acquire new facilities to provide service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Pooling shall be defined as the aggregation of gas from multiple physical and/or virtual receipt points to a single physical or virtual point; and the disaggregation of gas from a single physical or virtual point to multiple physical and/or virtual delivery points. This rate schedule shall apply to all pooling service rendered by Seller for Buyer, pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this rate schedule.

2.2 In order to accommodate the priority of service consistent with Section 3.9 of Rate Schedule IT, pooling service shall be designated as either firm or interruptible. Buyer shall execute a separate service agreement under this rate schedule for firm pooling service and for interruptible pooling service.

2.3 Service under this rate schedule shall be provided as follows:

(a) Buyer shall submit an aggregation nomination which shall be a nomination on Buyer's transportation agreement(s) identifying the quantity of gas to be delivered from a specified receipt point to Buyer's pooling service agreement at a specified pooling point. Such nomination must be consistent with the nomination procedures set forth in Section 28.8 of the General Terms and Conditions, and the nomination timelines as defined in Section 28.1 of the General Terms and Conditions.

(b) Buyer must also submit a disaggregation nomination which shall be a one sided nomination on a Buyer's pooling service agreement identifying the business entity (and package ID if so desired) and quantity of gas which Buyer authorizes to be received for take away from the specified pooling point. At the Station 85 pooling point, the disaggregation nomination shall also specify the deal type denoting the gas authorized to be taken away that is subject to the Zone 4 usage and fuel retention and the gas authorized to be taken away that is not subject to the Zone 4 usage and fuel retention. Such nomination must be consistent with the nomination timelines as defined in Section 28.1 of the General Terms and Conditions.

(i) Disaggregation nomination shall mean nomination(s) specifying only the delivery side of the transaction which will be provided by Buyer on a Pooling Service Agreement at the pooling point.

(c) All discrepancies between the aggregation nomination, the disaggregation nomination and the related transportation nomination received for take away at such pooling point will be balanced by using the lesser of process as defined in NAESB Standard 1.3.22; provided, however, Seller shall not require such pooling point to be balanced during the timely nomination cycle as defined in Section 28.1 of the General Terms and Conditions.

RATE SCHEDULE POOLING
Pooling Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 (c) Total daily quantities of gas delivered to a pooling point under the aggregation nomination must equal the total daily quantities of gas nominated on the disaggregation nomination at that pooling point for each pooling service agreement, subject to an allowable variance of 4%, unless reduced by Seller at Seller's sole discretion to not less than 0.5% (the allowable variance shall be calculated by applying the applicable variance, e.g. 4%, to the quantity of gas delivered under the aggregation nominations), except when pipeline conditions exist consistent with Section 11.3 of these General Terms and Conditions, at which time the allowable variance shall be 0.0%. Any change in the allowed variance shall be posted on 1Line and Seller shall make reasonable efforts to provide notice of any change by facsimile, e-mail or telephone, as requested by Buyer, with a notification period of not less than 12 hours prior to the beginning of the gas day, unless pipeline conditions exist as defined in Section 11.3 of the General Terms and Conditions in which case Seller shall provide as much advance notice as practical under the circumstances. All discrepancies between the total daily quantity of gas of the aggregation nominations and the total daily quantity of gas of the disaggregation nominations shall be balanced by Buyer taking into account any difference permitted by Seller during each nomination cycle. To the extent that Buyer does not balance, Seller shall have the right to balance during any nomination cycle in the following manner:

(i) In the event the total quantity of the aggregation nominations are in excess of the total quantity of the disaggregation nominations, Seller shall reduce Buyer's aggregation nominations using the schedule ranks provided to Seller.

(ii) In the event the total quantity of the disaggregation nominations are in excess of the total of the aggregation nominations, Seller shall use Buyer's schedule ranks on the disaggregation nominations to determine reductions under the related transportation agreements taking gas away from the pool. To the extent that multiple transactions exist within a transportation agreement, then the schedule ranks on the transportation transactions received at said pooling point shall be used to make reductions at the transaction level.

To the extent that Seller does not receive schedule ranks on either the disaggregation nominations, the aggregation nominations or the transportation transactions taking gas away from the pooling point, Seller shall make reductions on a pro-rata basis; provided, however, that Seller shall reduce transportation transactions received from physical points prior to reducing transactions that do not involve physical movement of gas.

(d) Any difference between the total daily quantity of the aggregation and the disaggregation nominations will be balanced prior to conclusion of the final nomination cycle for a gas day by Seller adjusting the scheduled deliveries of the aggregation nomination up or down as appropriate, resulting in no imbalance on the pooling service agreement. Seller shall use Buyer's schedule ranks on the aggregation nominations to make said adjustments; provided, however, that Seller shall adjust transportation transactions received from physical points prior to adjusting transactions that do not involve physical movement of gas.

3. RATES AND CHARGES

3.1 Seller shall not charge Buyer for service under this rate schedule.

3.2 Seller will not retain any fuel on service provided under this rate schedule.

RATE SCHEDULE POOLING
Pooling Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 (d) Total daily quantities of gas delivered to a pooling point under the aggregation nomination must equal the total daily quantities of gas nominated on the disaggregation nomination at that pooling point for each pooling service agreement, subject to an allowable variance of 4%, unless reduced by Seller at Seller's sole discretion to not less than 0.5% (the allowable variance shall be calculated by applying the applicable variance, e.g. 4%, to the quantity of gas delivered under the aggregation nominations), except when pipeline conditions exist consistent with Section 11.3 of these General Terms and Conditions, at which time the allowable variance shall be 0.0%. Any change in the allowed variance shall be posted on 1Line and Seller shall make reasonable efforts to provide notice of any change by facsimile, e-mail or telephone, as requested by Buyer, with a notification period of not less than 12 hours prior to the beginning of the gas day, unless pipeline conditions exist as defined in Section 11.3 of the General Terms and Conditions in which case Seller shall provide as much advance notice as practical under the circumstances. All discrepancies between the total daily quantity of gas of the aggregation nominations and the total daily quantity of gas of the disaggregation nominations shall be balanced by Buyer taking into account any difference permitted by Seller during each nomination cycle. To the extent that Buyer does not balance, Seller shall have the right to balance during any nomination cycle in the following manner:

(i) In the event the total quantity of the aggregation nominations are in excess of the total quantity of the disaggregation nominations, Seller shall reduce Buyer's aggregation nominations using the schedule ranks provided to Seller.

(ii) In the event the total quantity of the disaggregation nominations are in excess of the total of the aggregation nominations, Seller shall use Buyer's schedule ranks on the disaggregation nominations to determine reductions under the related transportation agreements taking gas away from the pool. To the extent that multiple transactions exist within a transportation agreement, then the schedule ranks on the transportation transactions received at said pooling point shall be used to make reductions at the transaction level.

To the extent that Seller does not receive schedule ranks on either the disaggregation nominations, the aggregation nominations or the transportation transactions taking gas away from the pooling point, Seller shall make reductions on a pro-rata basis; provided, however, that Seller shall reduce transportation transactions received from physical points prior to reducing transactions that do not involve physical movement of gas.

(e) Any difference between the total daily quantity of the aggregation and the disaggregation nominations will be balanced prior to conclusion of the final nomination cycle for a gas day by Seller adjusting the scheduled deliveries of the aggregation nomination up or down as appropriate, resulting in no imbalance on the pooling service agreement. Seller shall use Buyer's schedule ranks on the aggregation nominations to make said adjustments; provided, however, that Seller shall adjust transportation transactions received from physical points prior to adjusting transactions that do not involve physical movement of gas.

3. RATES AND CHARGES

3.1 Seller shall not charge Buyer for service under this rate schedule.

3.2 Seller will not retain any fuel on service provided under this rate schedule.

RATE SCHEDULE POOLING
Pooling Service
(Continued)

4. OTHER CONDITIONS OF SERVICE

4.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's service request form (which is available to all Buyers and potential Buyers on request).

Such request for service shall contain the information specified in Seller's service request form, as such may be revised from time to time, and either with the request for service or at the time of execution of the service agreement, such other information as is required to comply with regulatory reporting or filing requirements.

4.2 Seller shall not be required to perform service under this rate schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

5. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller under this rate schedule.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's Volume No. 1 Tariff are applicable and are hereby incorporated as a part of this rate schedule.

RATE SCHEDULE ESS
Eminence Storage Service

1. AVAILABILITY

1.1 This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of Eminence Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

1.2 Service under this Rate Schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule ESS Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Eminence Storage Field by Seller to Buyer including service released under this Rate Schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the Service Agreement executed for service hereunder and Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

3.1 The maximum and minimum demand and quantity rates for service under this Rate Schedule are shown on the currently effective Sheet No. 22 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate, pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.2 For purposes of capacity release, the Demand Charge, Storage Capacity Quantity Charge, and, if applicable, the Injection Demand Charge payable by Buyer shall be at the rates set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service under this rate schedule are shown on the effective Sheet No. 22 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

3. RATES AND CHARGES (Continued)

3.3 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Demand Charge: A charge per day per dt of Storage Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the end of day storage balance.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

3.4 In addition to the charges identified in Section 3.3 above, a Buyer contracting for service provided pursuant to Seller's Eminence Enhancement Project in Docket No. CP08-430 shall pay Seller for each day of each month the following amount:

Injection Demand Charge: A charge per day per dt of Storage Injection Quantity. If Buyer acquires storage capacity through a volumetric storage release, the injection demand charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated injection quantity (up to the contract maximum daily injection quantity for each day); provided however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be used to determine the Demand Charges payable by Buyer hereunder.

4.2 Reserved for Future Use

4.3 Storage Injection Quantity

The Storage Injection Quantity specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, shall be the maximum quantity Seller shall be obligated to inject into storage for Buyer's account and Buyer shall be entitled to inject into storage on any one day, subject to the provisions set forth in Section 5 below.

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

4. DEFINITIONS (Continued)

4.4 Reserved for Future Use

4.5 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be used to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.6 Reserved for Future Use

4.7 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5. INJECTIONS INTO STORAGE

5.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions set forth below in this section. Gas for injection hereunder shall be made available by Buyer to Seller at the receipt point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.

(b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Injection Quantity.

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

5. INJECTIONS INTO STORAGE (Continued)

5.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

(a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgement, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to the provisions set forth below in this section. Gas for withdrawal hereunder shall be made available to Buyer at the delivery point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.

(b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms & Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

6.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver, on any one day, as much of Buyer's nomination for such day as operating conditions permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can withdraw from storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Demand.

6.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

7. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

8. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

9. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

10. REQUEST FOR SERVICE

10.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

10.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this rate schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected and withdrawn from, or transferred to or from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ESS, the terms and conditions of this Rate Schedule ESS shall control.

RATE SCHEDULE EESWS
Emergency Eminence Storage Withdrawal Service

1. AVAILABILITY

1.1 This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of Emergency Eminence Storage Withdrawal Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for service under this rate schedule.

1.2 Service under this rate schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule EESWS Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this rate schedule shall be made available to Buyer(s) as backup supply during force majeure events as defined in Section 11.1 of the General Terms and Conditions. Service shall be rendered pursuant to the service agreement executed for service hereunder and Part 284 of the Commission's Regulations, within the limitations described in Sections 5 and 6 hereof, and shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions.

2.2 Unless Seller has posted on 1Line that service under this rate schedule is available to Buyers, a Buyer that requires backup supply under this rate schedule as a result of a force majeure event shall request service by providing written notice and full particulars of such force majeure event to Seller.

2.3 Service under this rate schedule is limited to an aggregate daily withdrawal quantity, for the duration of the force majeure event, equal to the combined Storage Demand quantities set forth in the executed service agreements of all Buyers under this rate schedule, but not more than a cumulative withdrawal quantity equal to the combined Storage Capacity Quantities of all Buyers under this rate schedule.

2.4 Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

3.1 The maximum and minimum rates for service under this rate schedule are shown on the currently effective Sheet No. 23 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate, pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed service agreement.

RATE SCHEDULE EESWS
Emergency Eminence Storage Withdrawal Service
(Continued)

3. RATES AND CHARGES (Continued)

3.2 For purposes of capacity release, the Demand and Storage Capacity Quantity charges payable by Buyer shall be at a rate set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service under this rate schedule are shown on the effective Sheet No. 23 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

3.3 For natural gas storage withdrawal service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

(a) Storage Demand Charge: A charge per day per dt of Storage Demand Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Demand Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity; provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on 1Line multiplied by the allocated withdrawal quantity; provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

(c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.

(d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

4. DEFINITIONS

4.1 Storage Demand Quantity

The Storage Demand Quantity shall be that quantity set forth in the executed service agreement and shall be used to determine the Demand Charges payable by Buyer hereunder.

4.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed service agreement and shall be used to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.3 Storage Injection Quantity

The Storage Injection Quantity specified in the executed service agreement shall be the maximum quantity Seller shall be obligated to inject into storage for Buyer's account and Buyer shall be entitled to inject into storage on any one day, subject to the provisions set forth in Section 6 below.

RATE SCHEDULE EESWS
Emergency Eminence Storage Withdrawal Service
(Continued)

5. WITHDRAWALS FROM STORAGE

5.1 Emergency Eminence Storage Withdrawal Service is limited to an aggregate daily withdrawal quantity equal to the combined Storage Demand Quantities of all Buyers under this rate schedule. Should operating conditions permit, the daily withdrawal capability shall be increased by Seller. Seller shall endeavor to withdraw and deliver, on any one day, as much of Buyer's nomination for such day as operating conditions permit, and in no event shall Buyer be allocated less than its Storage Demand. If, however, the total of all nominations for a day exceeds the total quantity which Seller can withdraw from storage on such day, the total nominations for such day shall be allocated pro rata among the nominating Buyers based on Storage Demand.

5.2 The total aggregate quantity available for withdrawal during any force majeure event may be adjusted downward to the extent that withdrawals from prior force majeure events have not been returned. Withdrawal quantities may be adjusted to the extent that the capacity or deliverability of the Eminence storage field varies with factors unrelated to the level of inventory, such as force majeure or operating conditions.

5.3 When Buyer withdraws gas under this rate schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled. Gas for withdrawal hereunder shall be made available to Buyer at the delivery point set forth in the executed EESWS service agreement.

6. INJECTIONS INTO STORAGE

6.1 Upon the termination of the force majeure event applicable to Buyer or the depletion of quantities available under this rate schedule, whichever occurs first, Buyer will be required to schedule injection returns plus fuel at a daily rate such that the quantities withdrawn will be replaced within 30 days, or such longer period that may be required as a result of injection limitations. Seller shall have the right to limit Buyer's daily injection rate to the Storage Injection Quantity specified in Buyer's service agreement unless operating conditions permit a greater injection quantity. If Buyer fails to meet the injection return deadline, Buyer shall be charged a penalty on the unreturned quantities of two times the Zone 4 "Sell" Price, which shall be the highest weekly Reference Spot Price for Zone 4, as set forth in Section 37.1(a) of the General Terms and Conditions for the month(s) in which all quantities should have been replaced. The unreturned quantity multiplied by one times the Zone 4 Sell Price will be considered the penalty revenue that will be distributed pursuant to Section 54 of the General Terms and Conditions. The remaining penalty dollars (the unreturned quantity multiplied by one times the Zone 4 Sell Price), which is representative of Seller's cost to replenish the gas in the Eminence storage field, will be included in the Cash Out Refund calculation pursuant to Section 15 of the General Terms and Conditions.

RATE SCHEDULE EESWS
Emergency Eminence Storage Withdrawal Service
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.2 When Buyer returns gas under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account. Gas for injection hereunder shall be made available by Buyer to Seller at the receipt point set forth in the executed EESWS service agreement.

6.3 In the event that Buyer has obtained released firm capacity under this rate schedule pursuant to Section 42 of the General Terms and Conditions and the term of that release ends prior to Buyer's injection return deadline, as determined under Section 6.1 above, for quantities withdrawn under this rate schedule, then the Releasing Shipper shall be deemed to appoint Buyer as its agent under the Releasing Shipper's applicable service agreement under this rate schedule for purposes of scheduling injection returns plus fuel in order to permit replacement of the quantities withdrawn within the period prescribed for Buyer's return of such quantities. If Buyer fails to meet the injection return deadline, Buyer shall be charged the penalty specified in Section 6.1 above on the unreturned quantities.

7. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

8. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

RATE SCHEDULE EESWS
Emergency Eminence Storage Withdrawal Service
(Continued)

9. REQUEST FOR SERVICE

9.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's creditworthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

9.2 Requests for service hereunder shall be void unless Buyer executes a service agreement for service under this rate schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

10. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule EESWS, the terms and conditions of this Rate Schedule EESWS shall control.

RATE SCHEDULE NS
Negotiated Sales Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (herein referred to as Seller)of negotiated sales service by any party (herein referred to as Buyer)when Buyer and Seller have negotiated an agreement for the sale of natural gas on mutually agreeable terms and conditions and have executed a Service Agreement for service under this Rate Schedule setting forth the terms of such agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all gas delivered hereunder.

2.2 The terms and conditions negotiated and set forth in each individual Service Agreement shall apply to and govern the sale of gas thereunder, and the obligations and rights of the parties with respect thereto. Sales may be made on either a firm or interruptible basis hereunder, or upon such other basis as the parties may mutually agree. There shall be no requirement that the negotiated terms and conditions of any particular Service Agreement be the same as any other Service Agreement subject to this Rate Schedule, or that Seller file or otherwise disclose the terms of any such Service Agreement. Furthermore, there shall be no requirement that Seller enter into any Service Agreement hereunder except upon such terms as are agreeable to Seller. Seller is authorized to abandon the sales service to which the Service Agreement relates upon termination of such agreement without obtaining any additional approval of the Federal Energy Regulatory Commission for such abandonment.

3. RATES AND CHARGES

3.1 The price for sales of gas made pursuant to this Rate Schedule shall be negotiated by Seller and Buyer and shall be specified in the applicable Service Agreement.

3.2 In addition to the price for gas sold and delivered hereunder as set forth in Section 3.1 above, Seller may charge and collect such other reasonable fees for other agreed-upon services provided by Seller to Buyer, such as acting as Buyer's agent for arranging for the transportation of gas sold hereunder. Such fees shall be negotiated and mutually agreed upon by Buyer and Seller.

4. POINTS OF SALE

Gas purchased and sold hereunder will be delivered by Seller for Buyer's account at (a)the point(s) at which Seller acquires title from third party seller(s) from whom Seller purchases its gas supply and/or (b) any point on another interstate or intrastate pipeline prior to entry into Seller's pipeline system and/or (c) the interconnection(s) of Seller's pipeline facilities with the facilities of third party transporter(s) with whom Seller has contracted for the transportation of gas supplies to its system.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's NS Service Agreement are hereby made a part hereof.

RATE SCHEDULE ISS
Interruptible Storage Service

1. AVAILABILITY

1.1 This open-access rate schedule is available for the purchase of natural gas storage service on an interruptible basis from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer); when:

(a) Seller determines, at Seller's sole discretion on a non-discriminatory basis, that capacity is available to provide service under this rate schedule; and

(b) Buyer and Seller execute a Service Agreement for interruptible storage service under this rate schedule.

Seller shall provide notice on 1Line of the availability of service under this rate schedule.

1.2 Seller shall utilize its Eminence Storage Field or the portion of the Washington Storage Field dedicated to Part 284 service to provide service under this Rate Schedule.

1.3 Buyer shall arrange separately with Seller or others as necessary for any transportation attendant to the interruptible storage service provided hereunder and shall pay separately for such transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to interruptible storage service rendered from Seller's Eminence or Washington Storage Fields pursuant to the Service Agreement executed for service hereunder and Part 284 of the Federal Energy Regulatory Commission's regulations.

2.2 Service hereunder may be interrupted whenever Seller, in its sole judgment on a non-discriminatory basis, deems such interruption necessary due to operating conditions or system requirements, or to maintain the integrity of the system or to assure that Seller can render service to higher priority customers including firm storage customers. Seller shall provide notice on 1Line when service under this rate schedule is interrupted.

2.3 In the event Seller notifies Buyer of an interruption of service under this rate schedule, Seller may cease deliveries to or receipts of gas from Buyer, in whole or in part, as directed by Seller. Seller may also require Buyer within the time period specified by Seller, which period shall be no less than three (3) days, to withdraw all, or any part, of its stored volume under this Rate Schedule ISS consistent with Seller's withdrawal capabilities as communicated in Seller's notification to Buyer.

2.4 Buyer indemnifies and holds Seller harmless from and against any and all losses, damages, or expenses of every kind and character which Buyer may suffer, sustain, or be liable for as the result of any interruption or reduction of service pursuant to this Rate Schedule ISS. The foregoing shall not apply if such interruption or reduction of service pursuant to this Rate Schedule ISS is caused by Seller's negligence or willful misconduct.

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

3. RATES AND CHARGES

3.1 The maximum and minimum rates for service under this Rate Schedule are shown on the currently effective Sheet No. 22 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment on a non-discriminatory basis, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions.

3.2 For interruptible storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

(a) Inventory Charge:

A charge per dt of the daily ISS quantity stored.

(b) Quantity Injected Charge:

A charge per dt for gas delivered into storage for Buyer's account.

(c) Quantity Withdrawn Charge:

A charge per dt for gas withdrawn from storage for Buyer's account.

(d) Unauthorized Storage Charge:

If Buyer fails to withdraw from storage a quantity of gas equal to or greater than the quantity specified in Seller's notification to Buyer pursuant to Section 2.3 hereof by the date stated in such notification, then Buyer shall pay to Seller an Unauthorized Storage Charge. The Unauthorized Storage Charge shall be computed by multiplying $25/dt per day times each dt remaining in storage until such time that Buyer withdraws the dt's necessary to be in compliance with Seller's notification. From the Unauthorized Storage Charge collected, Seller shall retain the maximum rate inventory charge per day times each dt remaining in storage until such time that Buyer withdraws the quantity necessary to be in compliance with Seller's notification. The amount being retained represents Seller's cost to store the gas for the Buyer. The remaining portion of the Unauthorized Storage Charge shall be considered the penalty revenue to be distributed pursuant to Section 54 of the General Terms and Conditions.

3.3 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees. Seller shall not use the amounts so collected either as revenues or costs in establishing its general system rates.

4. INJECTIONS INTO STORAGE

4.1 In advance of any day that Seller makes interruptible storage injection service available under this rate schedule and Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as published on 1Line. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day. Gas for injection hereunder shall be made available by Buyer or Buyer's designee to Seller at the receipt point set forth in the executed ISS Service Agreement.

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

4. INJECTIONS INTO STORAGE (Continued)

4.2 Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 4.1 above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services.

5. WITHDRAWALS FROM STORAGE

5.1 For any day that Seller makes interruptible storage withdrawal service available under this Rate Schedule and Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled and Buyer's storage gas balance shall be reduced by the quantity of gas scheduled for withdrawal on such day. Gas for withdrawal hereunder shall be made available to Buyer or Buyer's designee at the delivery point set forth in the executed ISS Service Agreement.

5.2 Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this Rate Schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 5.1 above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services.

6. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

7. FUEL ALLOWANCE

Seller will retain from Buyer's nominated storage injections a percentage or percentages of gas as compensation for compressor fuel and gas otherwise used, lost or unaccounted for in Seller's operations. Such percentage(s), if any, are specified on the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

8. THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

9. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

9.1 In allocating capacity or curtailing service among Buyers under this Rate Schedule, Seller shall give interruptible priority based on Buyer's willingness to pay the highest unit rate for such service (not to exceed the maximum rate for such service) with Buyers paying the highest unit rate, or Buyers, which when given notice of interruption are willing to pay the highest unit rate, receiving first priority and so on (with capacity allocated on a pro rata basis among Buyers willing to pay the same unit rate for such service).

9.2 In no event shall the quantity to be injected or withdrawn hereunder exceed the quantity of gas scheduled under the applicable Transportation Rate Schedule used to deliver ISS Rate Schedule gas for injection or to receive gas for withdrawal.

10. RECORDS OF INJECTION AND WITHDRAWAL

Seller shall keep accurate records of quantities injected and withdrawn from Buyer's account, and of Buyer's stored volume, which records shall be made available to Buyer at its request.

11. QUALITY

Refer to Section 3 of the General Terms and Conditions.

12. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

13. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ISS, the terms and conditions of this Rate Schedule ISS shall control.

RATE SCHEDULE PAL
Parking and Loaning Service

1. AVAILABILITY

1.1 Service under this rate schedule is interruptible and available on a non-discriminatory basis at the sole discretion of Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") to any gas company or any other party (hereinafter referred to as "Buyer") on Seller's system when:

(a) Buyer desires Parking and Loaning Service under this rate schedule; and

(b) Buyer has submitted a valid request in accordance with Section 8 of this rate schedule and Seller is able to render such service; and

(c) Buyer and Seller have executed a Service Agreement for service under this rate schedule.

1.2 Seller shall provide notice of the availability of services under this rate schedule on 1Line. Seller is not required to provide any requested service under this Rate Schedule unless Seller determines, at its sole discretion, that it has operational flexibility to provide service. In addition, Seller will, at its sole discretion, determine whether notification pursuant to Section 7 herein is necessary.

1.3 Seller shall not be required to provide service under this rate schedule that would require Seller to construct or acquire any new facilities or that would prevent Seller from providing any other firm or interruptible service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all Parking and Loaning Service rendered by Seller for Buyer, pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this rate schedule.

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

(a) Parking Service. Parking Service is an interruptible service which provides for: (a) the receipt by Seller of gas quantities that have been delivered by Buyer under any gas transportation agreement between Seller and Buyer to any of the Parking points that Seller shall designate on its system; (b) Seller holding the parked quantities on Seller's system; and (c) return of the parked quantities to Buyer. Seller shall Park quantities of gas for Buyer up to the maximum parked quantity as specified in the executed Service Agreement. Seller shall then return such Parked gas to Buyer at the point where Buyer tendered gas to Seller, subject to Section 4 of this rate schedule.

(b) Loaning Service. Loaning service is an interruptible service which provides for (a) Buyer receiving gas quantities from Seller at any of the Loaning points designated by Seller on its system and (b) the subsequent return of the loaned quantities of gas to Seller at the point at which Seller loaned the gas, subject to Section 4 of this rate schedule. Seller shall make available for loaning those quantities of gas up to the maximum loaned quantity specified in the executed Service Agreement.

RATE SCHEDULE PAL
Parking and Loaning Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Service under this rate schedule shall be provided for a minimum of 1 day. The term of each PAL arrangement with Buyer shall be as set forth on Exhibit A (Purchase Order) to the Form of Service Agreement hereunder.

2.3 Transportation of gas quantities for or on behalf of Buyer to or from the Loaning or Parking point(s) will not be performed under this rate schedule. Buyer shall make any necessary arrangements with Seller to receive or deliver gas quantities at the Loaning or Parking point(s). Such arrangements must be compatible with the operating conditions of Seller's system. Seller shall not be required to receive or deliver gas quantities under this rate schedule on any day for which there is insufficient available capacity under Buyer's transportation service agreement(s) to deliver or receive gas at the Parking or Loaning point(s).

2.4 Service under this rate schedule shall be confirmed only after all other services offered by Seller are scheduled and confirmed.

3. RATES AND CHARGES

3.1 The maximum and minimum unit rates for service under this rate schedule are shown on the effective Sheet No. 36 of Volume No. 1 of this Tariff. Buyer shall pay the maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rates to Buyer under this rate schedule. The rate or rates for service under this rate schedule shall not be discounted below the minimum rate, it being understood that each Buyer shall pay the maximum rate unless such rates are discounted to such specific customer.

3.2 The Parking Charge for the first day of service for particular quantities shall be the daily unit rate per dt/day as set forth in the Service Agreement multiplied by the total quantity (dt's) parked for such day; for each consecutive day of service thereafter, the daily parking charge applicable to such quantities shall be the rate per dt/day as set forth in the service agreement multiplied by the quantity (dt's) parked each day.

3.3 The Loaning Charge for the first day of service for particular quantities shall be the daily unit rate per dt/day as set forth in the Service Agreement multiplied by the total quantity (dt's) loaned for such day; for each consecutive day of service thereafter, the daily loaning charge applicable to such quantities shall be the rate per dt/day as set forth in the service agreement multiplied by the quantity (dt's) loaned each day.

RATE SCHEDULE PAL
Parking and Loaning Service
(Continued)

4. PAL POINTS OF SERVICE

Seller will post, in a non-discriminatory manner, on its 1Line service the available Parking and/or Loaning Point(s) of Service. Seller may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Seller terminates a point where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Seller, such point(s) shall remain available for the limited purpose of completing such outstanding transactions unless Buyer and Seller mutually agree to use a different Point of Service.

5. NOMINATIONS AND SCHEDULING

Buyer shall notify or cause Seller to be notified of Buyer's service requirement under this rate schedule in advance of such requirements in accordance with the nomination deadlines as provided on 1Line, which nomination deadlines shall correspond with the nomination deadlines specified in Section 28.1 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. Seller, in its sole judgment, may waive any nomination deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. With respect to Buyer's desired levels of service under this rate schedule, Buyer shall nominate to Seller the desired Parking and/or Loaning quantities as well as the point at which such service is requested. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day.

6. ALLOCATION OF SERVICE

In allocating or curtailing service among Buyers under this rate schedule, Seller shall give service priority based upon the highest revenue calculation, with revenue calculated as the Daily Parking Charge multiplied by the Maximum Parked Contract Quantity or the Daily Loaning Charge multiplied by the Maximum Loaned Contract Quantity, as applicable, multiplied by the number of days in the Term of Purchase Order, all as set forth on the applicable Exhibit A (Purchase Order) of Buyer's PAL service agreement. For purposes of calculating revenue, the Daily Parking Charge or the Daily Loaning Charge will not exceed the maximum rate for such service under this rate schedule. Buyers with a higher revenue calculation receive a higher priority than Buyers with a lower revenue calculation. Service will be allocated on a pro-rata basis among Buyers with an equal revenue calculation.

7. NOTIFICATION FROM SELLER

7.1 Buyer may be required, upon notification from Seller, to cease or reduce deliveries to, or receipts from, Seller's Parking and Loaning service within the gas day consistent with Seller's operating conditions. Further, Buyer may be required to return loaned quantities or remove parked quantities upon notification by Seller. Such notification may be by written communication, telecopy, telephone or 1Line posting. Seller's notification shall specify the time frame within which Parked quantities shall be removed and/or Loaned quantities shall be returned, consistent with Seller's operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of Seller's notification. In the event Buyer makes a timely nomination in response to a notification by Seller to remove Parked quantities or return Loaned quantities, the obligation of Buyer to comply with that notification shall be tolled until such time as Seller schedules the nomination; provided however, Buyer shall exercise best efforts to nominate transportation service on a firm or interruptible basis, as necessary, to receipt and delivery points made available by Seller so as to accommodate, to the greatest extent possible, Seller's notification to remove Parked quantities or return Loaned quantities.

If Seller provides notification to Buyer pursuant to the provisions of this Section 7.1, Seller shall provide notice of such event on 1Line.

RATE SCHEDULE PAL
Parking and Loaning Service
(Continued)

7. NOTIFICATION FROM SELLER (Continued)

7.2 Any Parked quantity not removed within the time frame specified by Seller's notice shall become the property of Seller at no cost to Seller, free and clear of any adverse claims. Seller shall include this quantity in its Fuel Retention Adjustment calculations pursuant to Section 38 of the General Terms and Conditions. Any Loaned quantity not returned within the time frame specified by Seller's notice shall be sold to Buyer at 150% of the Reference Spot "Sell" Price for Zone 2 which shall be the highest weekly Reference Spot Price for Zone 2 as set forth in Section 37.1(a) of the General Terms and Conditions. The Loaned quantity not returned multiplied by fifty percent (50%) of the Reference Spot "Sell" Price for Zone 2 as calculated pursuant to Section 37.1 of the General Terms and Conditions will be considered the penalty revenue that will be distributed pursuant to Section 54 of the General Terms and Conditions. The remaining penalty dollars (the Loaned quantity not returned multiplied by one hundred percent (100%) of the Reference Spot "Sell" Price for Zone 2), which is representative of Seller's cost to replenish the Loaned quantity not returned, shall be included in the Cash Out Refund calculation pursuant to Section 15 of the General Terms and Conditions.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed a request for service via 1Line.

Such request for service shall provide the information specified by Seller in 1Line, as such information may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

8.2 Seller shall not be required to perform service under this rate schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

9. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller under this rate schedule.

10. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule PAL, the terms and conditions of this Rate Schedule PAL shall control.

Sheet Nos. 312 - 334 Sheet Nos. 312 - 334

SHEET NOS. 312 - 334 ARE BEING RESERVED FOR FUTURE USE.

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GENERAL TERMS AND CONDITIONS

1. APPLICATION

The following General Terms and Conditions apply to all services rendered by Seller under its rate schedules on file with and subject to the jurisdiction of the Federal Energy Regulatory Commission.

2. DEFINITIONS

The following terms shall have the meanings defined below:

(a) "Gas Day" - A period of 24 consecutive hours beginning at 9 A.M. Central Clock Time which includes the recognition of Day Light Saving Time.

(b) "Month" - A period beginning at 9 A.M. Central Clock Time on the first day of the calendar month and shall end at the aforesaid time on the first day of the next succeeding calendar month.

(c) "Year" - A period of three hundred sixty-five (365) consecutive days beginning on the date of initial delivery of natural gas under the contract, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29th shall consist of three hundred sixty-six (366) consecutive days.

(d) "Heating Value" - Gross Heating Value on a dry basis which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas which would occupy a volume of one cubic foot at 14.73 Psia and 60oF with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air and the water formed by combustion condensed to the liquid state.

(e) "British Thermal Unit" (Btu) - The amount of heat required to raise the temperature of one (1) pound of water 1 degrees Fahrenheit at 60 degrees Fahrenheit.

(f) "Mcf" - 1,000 cubic feet of gas provided, however, Mcf as used in Service Agreements executed prior to January 1, 1977 shall mean dt.

(g) "Scheduled Daily Delivery" - The daily amounts of gas nominated electronically through 1Line or by electronic data interchange by Buyer to Seller covering a specific period of time and scheduled for delivery by Seller pursuant to the provisions of Seller's rate schedules.

(h) "Dekatherm" (dt) - The quantity of heat energy which is 1,000,000 British Thermal Units.

(i) "Natural Gas or Gas" - Natural gas processed or unprocessed, vaporized liquid natural gas, synthetic gas, gas from coal seams or any mixture of these gases.

(j) "Potential Buyers" - All current transportation and sales customers of Seller as well as all persons who have pending requests for transportation service or for information regarding transportation services of Seller.

(k) "Maximum Rate" - The highest cost of service based rate (including applicable surcharges) specified under each respective rate schedule, which rate shall be the recourse rate.

(l) "Business Day" - Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

(m) "Operational Impact Area" (OIA) - The geographic area described as follows:

OIA 1 - Transco's system in its entirety upstream of Station 90.
OIA 2 - Station 90 and Transco's system in its entirety downstream of Station 90.

(n) "Operational Balancing Agreement" (OBA) - An Agreement between Seller and OBA party to assign to the OBA party for final resolution any variance between scheduled quantities and measured quantities at a point. The term OBA shall include Pipeline Interconnect Balancing Agreements (PIBAs), as applicable.

(o) "Virtual Point" - A receipt or delivery point on Seller's system where physical quantities are not measured. A Virtual Point is used to facilitate scheduling and allocation transactions on Seller's system.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY

(a) May Be Processed Gas

Moisture, impurities, helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed from the natural gas delivered to or for the account of Buyer prior to such delivery. Seller may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes.

(b) Heating Value

The natural gas delivered by Seller to or for the account of Buyer or delivered by Buyer or Buyer's Supplier to Seller for redelivery shall have a daily average Heating Value of not less than 980 Btu per cubic foot and not more than 1100 Btu per cubic foot as determined in Section 2(d).

(c) Extraneous Substances

The natural gas delivered by Seller to or for the account of Buyer or delivered by Buyer or Buyer's Supplier to Seller for redelivery:

(i) Shall be commercially free from objectionable odors, dust, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;

(ii) Shall contain not more than three-tenths (.3) grain of hydrogen sulphide per 100 cubic feet of gas volume when tested in accordance with the following procedure: A strip of white filter paper previously moistened with fresh 5 percent lead acetate solution shall be exposed to the gas for one and one-half minutes in a previously purged apparatus through which the test gas is flowing at a rate of approximately 5 cubic feet per hour; the gas jet shall not directly impinge upon the test strip during the test. At the end of the stated time the test paper thus exposed shall be compared with a second test strip similarly prepared but not exposed to the test gas. If the exposed strip is not noticeably darker than the comparison strip, the gas under test shall be considered acceptable. If the exposed strip is noticeably darker than the comparison strip, the gas shall be tested quantitatively for hydrogen sulphide by the Tutweiler or other approved method;

(iii) Shall not contain more than twenty (20) grains of total sulphur per hundred cubic feet of gas volume;

(iv) Shall contain odorant at the point of delivery and, if necessary, be odorized at an agreed to injection point to obtain an adequate intensity, as defined at 49 C.F.R. 192.625 as amended from time to time, except where (1) the transportation and delivery by Seller of unodorized gas is permitted under applicable laws, rules or regulations and (2) Buyer requests and Seller agrees, in writing, that gas delivered to Buyer shall not be odorized and Buyer performs the odorization or causes the odorization to be performed if required. In the event of (2) above, Buyer agrees to and shall indemnify Seller from and against all claims, damages and liabilities arising out of or related in any way to the delivery by Seller of unodorized gas to Buyer. Odorization by Seller shall not be construed as interfering with the merchantability of gas delivered;

(v) Shall not be delivered at a temperature of more than 120 degrees Fahrenheit; and

(vi) Shall not contain in excess of seven (7) pounds of water vapor per million cubic feet.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(d) Failure to Conform

If the natural gas offered for delivery by Seller shall fail at any time to conform to any of the specifications set forth in these General Terms and Conditions, then upon notification by Buyer to Seller of such failure, Buyer may, at its option, refuse to accept delivery pending correction by Seller. Upon Seller's failure promptly to remedy any deficiency in quality as specified in Paragraph (c) of this Section 3, then Buyer may accept delivery of such natural gas and may make changes necessary to bring such natural gas into conformity with such specifications, and Buyer shall then deduct from future payments any reasonable expense incurred by it in effecting such change.

If the natural gas tendered by Buyer or Buyer's Supplier to Seller for redelivery shall fail at any time to conform to any of the specifications set forth in these General Terms and Conditions or might otherwise interfere with or adversely affect the normal operation of the facilities of Seller or Seller's customers, then upon notification by Seller to Buyer, Seller may, at its option, refuse to accept such gas pending correction by Buyer or Buyer's Supplier. Upon Buyer's or Buyer's Supplier's failure promptly to remedy any deficiency in quality, then, upon twenty-four (24) hours advance notice to Buyer, Seller may make changes necessary to bring such natural gas into conformity, and Buyer shall reimburse Seller for any reasonable expense incurred by it in effecting such change.

4. MEASUREMENTS

(a) Measurement Unit

The unit of the natural gas deliverable shall be a Dekatherm (one dt) of gas on the measurement basis hereinafter set forth.

(b) Quantity and Heating Value

The quantity and the Heating Value of the natural gas delivered by Seller to or for the account of Buyer or delivered by Buyer or Buyer's Supplier to Seller for redelivery shall be determined as follows:

(i) The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a temperature of 60 degrees Fahrenheit and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.

(ii) The unit of weight for the purpose of measurement shall be one (1) pound mass of gas.

(iii) The average absolute atmospheric pressure shall be assumed to be 14.7 pounds per square inch.

(iv) The temperature of the gas flowing through the meters, when necessary for computing gas quantities, shall be determined by the use of a recording thermometer or other temperature measuring device. The arithmetic average of the temperature recorded each 24-hour day, or so much of the 24 hours as gas has been flowing, shall be used in computing gas quantities or instantaneous temperature measurements may be applied to metering instruments to provide the quantity computation.

GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENTS (Continued)

(b) Quantity and Heating Value (Continued)

(v) The specific gravity of the gas flowing through the meters, when necessary for computing gas quantities, shall be, unless otherwise agreed upon, determined by the use of a recording gravitometer or an online process type gas chromatograph. The arithmetic average of the 24-hour record, or so much of the 24 hours as gas has been flowing, or continuous instantaneous specific gravity measurement may be applied to metering instruments to provide the quality computation.

(vi) The deviation of the gas from Ideal Gas Laws shall be calculated following the recommendations of the ANSI/API 2530 "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids" (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases." If the composition of the gas is such as to render the above procedure inapplicable, other methods for determination of the deviation factors, mutually agreed upon by Buyer and Seller, shall be used.

(vii) The Heating Value shall be determined by either (1) the use of a suitably located and acceptable make gas chromatograph or (2) calculation from a fractional analysis, or (3) methods outlined in A.G.A. Gas Measurement Committee Report No. 5, latest edition, or (4) other methods mutually acceptable. Dekatherms delivered shall be determined by either (1) multiplying the Mcf delivered by a fraction the numerator of which is the Btu per cubic foot and the denominator of which is 1,000 or (2) multiplying the pounds mass delivered by a fraction the numerator of which is the Btu per pound mass and the denominator of which is 1,000,000.

(c) Quantities to New York Companies

The quantity of gas delivered to The Brooklyn Union Gas Company, Consolidated Edison Company of New York, Inc. and Long Island Lighting Company (New York Companies) through Seller's meters at the points of delivery into the New York facilities, defined as the mains and appurtenant facilities referred to in the New York Facilities agreement dated as of December 31, 1959, shall be determined, for any period, by allocating to each Buyer the total quantity of gas delivered by Seller. The method for allocating such total quantity shall be mutually agreed to by the New York Companies and furnished to Seller. The quantity of gas received by each New York Company shall be based on meter charts sent to Seller daily or by such other method as may be mutually agreed upon. Seller shall promptly furnish the quantity received by each company as so determined together with the allocation of the total quantity delivered by Seller.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT EQUIPMENT

(a) Measuring Stations

Subject to the provisions of Section 20 of these General Terms and Conditions, measuring stations will be installed, maintained and operated at or near each Point of Receipt and each Point of Delivery, which measuring stations will be properly equipped with standard orifice meters, flange connections, orifice plates and other necessary measuring equipment or other standard type meter suitable for the purpose by which the quantity of natural gas shall be measured and determined. Meter facilities responsibilities relative to mainline expansion projects will be governed by the related certificate authorization for the expansion project.

Service agreements subject to this Section 5(a) and entered into prior to November 22, 2004 will be grandfathered such that they will operate under the provisions of Section 5(a) that were in effect immediately prior to November 22, 2004.

The Heating Value of natural gas received or delivered shall be measured and determined as provided in Section 4(b)(vii) of these General Terms and Conditions. Orifice meters where used shall be installed and operated in accordance with ANSI/API "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids," latest revision, and shall include the use of straightening vanes.

(b) Buyer's Check Measuring Equipment

Buyer acting jointly with Seller may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Seller's measuring equipment. Seller shall have the right at its own expense to install check measuring equipment adjoining the measurement equipment of each Buyer of the New York Companies, provided that such equipment shall be so installed as not to interfere with the operation of Buyer's measuring equipment.

(c) Joint Presence

Each party shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with measuring equipment involved in billing and used in measuring or checking the measurement of receipts and deliveries, including any measuring equipment involving the accurate billing of the natural gas delivered to the New York Companies. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom for inspection and verification, subject to return within ten (10) days after receipt thereof.

(d) Installation

All installations of measurement equipment applying to or affecting receipts and deliveries shall be made in such manner as to permit an accurate determination of the quantity of natural gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by Seller and Buyer in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas received or delivered hereunder.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT EQUIPMENT (Continued)

(e) Inaccurate Meter

In the event a meter is out of service, or registering inaccurately, the quantity of natural gas received or delivered shall be determined,

(i) By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (i),

(ii) By correcting the error or the percentage of error if ascertainable by calibration, test, or mathematical calculation, or in the absence of both (i) and (ii), then

(iii) By estimating the quantity of receipts or deliveries during periods under similar conditions when the meter was registering accurately.

(f) Verification

The accuracy of Seller's measurement equipment shall be verified by Seller at reasonable intervals, and, if requested, in the presence of representatives of Buyer, but Seller shall not be required as a matter of routine to verify the accuracy of such equipment more frequently than once in any thirty (30) day period.

In the event either party shall notify the other that it desires a special test of any measuring equipment, including any measuring equipment involving the accurate billing of the natural gas delivered to the New York Companies, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of such special tests as may be requested by Buyer shall be borne by Buyer if the measuring equipment, by such tests, is found to be correct.

(g) Adjustment for Inaccuracy

If, upon test, any measurement equipment is found to be inaccurate, such equipment shall be adjusted at once to record correctly, and the amount of error shall be determined by the most accurate method feasible. If, upon test, any measurement equipment is found to be inaccurate by an amount exceeding two percent (2.0%) in the measurement of gas quantities since the last preceding test, then the calculated deliveries of gas shall be adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy which is definitely known. If the period of inaccuracy is not definitely known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days.

Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(h) Maintenance of Records

Seller and Buyer shall preserve all original or equivalent electronic test data, charts, or other similar records for a period required by the applicable rules of regulatory agencies having jurisdiction.

GENERAL TERMS AND CONDITIONS
(Continued)

6. BILLING

(a) Rendering of Bills for Service under Seller's Sales, Storage and Transportation Rate Schedules (except for Rate Schedule S-2)

On or before the first day of the month Seller shall render its bill for the Firm Service Charge, Non-Gas Demand Charges, Demand Charges, Reservation Charges and Storage Capacity Quantity Charges for service rendered during the preceding month and any adjustment in these charges billed in the previous month(s), including any adjustments for failure to deliver due to force majeure or for other causes.

On or before the 10th day of each month Seller shall render its bill for the remainder of the charges payable for gas service rendered during the preceding calendar month. Such bill shall include the Commodity Charges, and any adjustment in these charges billed in the previous month(s), and any penalties or other charges assessed applicable to the month for which the bill is rendered or any previous month(s). Cash out payments owed by Buyer or OBA Party and monthly fees owed by OBA Party pursuant to Section 25.6 of the General Terms and Conditions for imbalances shall be included in the bill rendered on the 10th day of the month following the month in which the applicable trading period occurred. Imbalance statements shall be available at the same time or prior to the rendering of the transportation invoice.

(b) Rendering of Bills for Service under Rate Schedule S-2

On or before the first day of the month Seller shall render its bills for the monthly Demand Charge and Storage Capacity Charge for service rendered in the current month and any adjustment in these charges billed in the previous month(s).

On or before the 10th day of each month Seller shall render its bills for the remainder of the charges payable for gas service rendered during the preceding calendar month and any adjustment in these charges billed in the previous month(s). Such bills shall include, when applicable, the remaining charges set forth in Section 3 of Rate Schedule S-2.

(c) Rendering of Bills to be Electronic Unless Otherwise Elected

Unless Buyer or OBA Party elects, in the manner set forth below, to have bills rendered via U.S. mail, bills shall be rendered electronically via 1Line. Bills shall be rendered electronically when Seller posts notification on Seller's informational posting website that invoices are approved or final on 1Line. Contemporaneously with such posting, Buyer or OBA Party shall receive that notification in its private mailbox in 1Line. In addition, Buyer or OBA Party may elect, on 1Line, to receive e-mail notification, to the e-mail address designated by Buyer or OBA Party, when bills are rendered electronically. It is the Buyer's or OBA Party's responsibility to maintain current e-mail information in 1Line.

Buyer or OBA Party may change the method by which Seller renders bills to such Buyer or OBA Party upon 10 days prior written notice to Seller; provided however, such change will not become effective until the first day of the month following the expiration of the 10-day notice period.

Rendered is defined as postmarked, time stamped, and delivered to the designated site or designated as approved or final on 1Line.

GENERAL TERMS AND CONDITIONS
(Continued)

6. BILLING (Continued)

(d) Billing Adjustments

Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from the date of the initial sales invoice with a 3-month rebuttal period, excluding government required rate changes. The standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(e) Supporting Data

Seller and Buyer shall each deliver to the other for examination such pertinent records and charts as shall be necessary to verify the accuracy of any statement, chart or computation made by either of them under or pursuant to any of the provisions hereof, of the applicable rate schedule or of the service agreement.

7. PAYMENTS

(a) Payment of Bills for Service under Seller's Sales, Storage and Transportation Rate Schedules

Except as otherwise hereinafter provided in this Section 7, Buyer shall pay to Seller by wire transfer of immediately available funds on or before the 10th day of each month Seller's bill for the Firm Service Charge, Non-Gas Demand Charges, Demand Charges, Reservation Charges and Storage Capacity Quantity Charges for gas service rendered during the preceding calendar month and any adjustment of these charges for the previous month(s) and, on or before the 20th day of each month, Seller's bill for the remainder of the charges for gas service rendered during the preceding calendar month and any adjustment of these charges for the previous month(s); provided, however, Buyer may make payment by check (in accordance with the aforementioned payment due dates) rather than by wire transfer if Seller's bill(s) for the preceding calendar month does not exceed an aggregate of $100,000.00; provided further, however, Seller may agree, on a non-discriminatory basis, to accept payment from a Buyer by check rather than wire transfer if Seller's bill(s) for the preceding calendar month exceeds an aggregate of $100.000.

If the payment date is a Saturday, Sunday or holiday, then payment is due the following business day.

Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two business days of the payment due date. The Statement of Account should report outstanding balances by invoice.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PAYMENTS (Continued)

(b) Payment of Bills for Service under S-2 Rate Schedule

Except as otherwise hereinafter provided, Buyer shall pay to Seller by wire transfer of immediately available funds on or before the 10th day of each month Seller's bill for the Demand Charge in effect during the current month and any adjustment of these charges for the previous month(s) and, on or before the 20th day of each month thereafter, Buyer shall pay Seller the remainder of the charges billed Buyer pursuant to Section 6(b) hereof and any adjustment of these charges for the previous month(s); provided, however, Buyer may make payment by check (in accordance with the aforementioned payment due dates) rather than by wire transfer if Seller's bill(s) does not exceed an aggregate of $100,000; provided further, however, Seller may agree, on a non-discriminatory basis, to accept payment from a Buyer by check rather than wire transfer if Seller's bill(s) exceeds an aggregate of $100,000.

If the payment date is a Saturday, Sunday or holiday, then payment is due the following business day.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PAYMENTS (Continued)

(c) Failure to Pay

Should Buyer fail to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of such amount shall accrue at the rate equal to the interest rate calculated in accordance with 18 C.F.R. Section 154.501(d)(1) of the Commission's Regulations or its successor from the due date until the date of payment. If such failure to pay continues for 30 days after payment is due, Seller, in addition to any other remedy it may have hereunder, may notify a buyer in writing of its nonpayment, allowing Buyer thirty days to make payment of any unpaid amount and to provide assurances satisfactory to Seller that such non-payment will not recur. Seller will not suspend service under this Section 7(c) until ten days after the end of such thirty-day period, and then only upon written notice to Buyer and the Commission.

If Buyer in good faith shall dispute the amount of any such bill or any part thereof, Buyer shall provide written notice of its dispute including documentation identifying basis of dispute and shall either (1) pay to Seller the full amount of such bill, subject to refund as described in Section 7(d) below, or (2) pay to Seller such amount as it concedes to be correct, and at any time thereafter within 30 days of a demand made by Seller, shall furnish good and sufficient surety bond from a surety on the U.S. Treasury approved list guaranteeing payment to Seller of the amount finally determined to be due. If, under option (2) as set forth in the immediately preceding sentence, Buyer, at Seller's demand, posts a surety bond and the amount finally determined to be due is that amount which Buyer asserted in its written notice of its dispute as being the correct amount due, then Seller shall reimburse Buyer for the amount of the premium paid for the surety bond obtained by Buyer. Upon (1) payment of such bill in full in the manner hereinabove described or (2) the furnishing of such bond by Buyer (unless and until default be made in the conditions of such bond), Seller shall not be entitled to suspend service pending a determination of the final amount due. If Buyer provides notice of its dispute and fails to (1) pay all or any part of such bill or (2) furnish a bond, Seller may take action to suspend service in the manner hereinabove described. A final, non-appealable determination of the amount due may be reached either by agreement between the parties, arbitration, or judgment of a court.

(d) Over or Under Charges

If within 6 months from the date of the initial transportation invoice and 7 months from the date of the initial sales invoice with a 3-month rebuttal period, it shall be found that Buyer has been overcharged or undercharged in any form whatsoever under the provisions hereof, and Buyer shall have actually paid the bills containing such overcharge or undercharge, then within 30 days after the final determination thereof, Seller shall refund the amount of any such overcharge with interest thereon at the rate equal to the interest rate calculated in accordance with 18 C.F.R. Section 154.501(d)(1) of the Commission's Regulations or its successor from the time such overcharge was paid to the date of refund, and Buyer shall pay the amount of any undercharge but without interest.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PAYMENTS (Continued)

(e) Delayed Bills

If rendition of a bill by Seller to Buyer is delayed beyond the date specified in Section 6 of these General Terms and Conditions, the Buyer shall pay such bill in accordance with the method described in Section 7 of these General Terms and Conditions within 10 days after rendition thereof.

8. THIS SECTION IS RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS
(Continued)

9. POSSESSION OF GAS

(a) Under Seller's Sales Rate Schedules

As between the parties hereto, Seller shall be deemed to be in control and possession of the natural gas sold to Buyer until it shall have been delivered to or for the account of Buyer at the point or points of delivery, after which Buyer shall be deemed to be in control and possession thereof. The determination hereof of Seller's control and possession shall under no circumstances operate to deny Seller any claim against a Buyer or Buyers which overruns its contract entitlement on any day. Buyer shall have no responsibility with respect to any natural gas deliverable until it is delivered to or for the account of Buyer at the delivery point(s) (at which point title shall pass), or on account of anything which may be done, happen or arise with respect to such gas before such delivery, and Seller shall have no responsibility with respect to such gas after its delivery to or for the account of Buyer or on account of anything which may be done, happen or arise with respect to such gas after such delivery.

(b) Under Seller's Transportation and Storage Rate Schedules

After Buyer delivers or causes gas to be delivered to Seller at the Point(s) of Receipt, Seller shall be deemed to be in control and possession of the gas until it is redelivered to Buyer or for the account of Buyer at the Point(s) of Delivery. The determination hereof of Seller's control and possession shall under no circumstances operate to deny Seller any claim against a Buyer or Buyers which overruns its contract entitlement on any day. Buyer shall have no responsibility with respect to any gas deliverable by Seller or on account of anything which may be done, happen or arise with respect to such gas until Seller redelivers such gas to Buyer or for the account of Buyer. Except as provided in Section 9(a), Seller shall have no responsibility with respect to such gas before Buyer delivers such gas to Seller or after Seller redelivers such gas to Buyer or for the account of Buyer, or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

10. WARRANTY OF TITLE TO GAS

Seller agrees that it will and it hereby does warrant for itself, its successors and assigns, that at the point of sale to Buyer, it will have good title to all natural gas sold by it to Buyer, free and clear of all liens, encumbrances and claims whatsoever, including without limitation of the foregoing, any liens, encumbrances or claims of any of its affiliates for use of their property in connection with Seller's obligations and performances under the service agreement, that it will at such time of delivery have good right and title to sell said gas as aforesaid, that it will indemnify Buyer and save it harmless from any and all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, or from or out of any and all royalties, taxes, license fees or charges on or with respect to said gas, and that it will indemnify Buyer and save it harmless from all taxes and assessments which may be levied and assessed upon or with respect to the sale of said gas to Buyer and which, under the terms of the service agreement, are payable by Seller. In the event any adverse claim of any character whatsoever is asserted in respect of any of said gas, the Buyer, until such claim has been finally determined, may retain the purchase price thereof up to the amount of such claim, without the payment of interest thereon, as security for the performance of Seller's obligations with respect to such claim, or until Seller shall have furnished to Buyer a bond in an amount and with sureties satisfactory to Buyer, conditioned for the protection of Buyer with respect to such claim.

GENERAL TERMS AND CONDITIONS
(Continued)

11. FORCE MAJEURE PROVISION AND CONTRACT ENTITLEMENTS

11.1 Definition of Force Majeure and Operating Conditions

The term force majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, freezing of or damage to wells or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities or platforms, well blowouts, inability to obtain or unavoidable delay in obtaining material, equipment, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

The term operating conditions as employed herein shall mean the necessity to make modifications, tests, or repairs to Seller's pipeline system. Seller shall exercise reasonable diligence to schedule maintenance so as to minimize disruptions of service to Buyers and shall provide reasonable notice of the same. Operating conditions shall not include routine maintenance during normal periods of peak demand, where such maintenance was required due to Seller's negligence, willful actions or failure to act.

In the event of either party being rendered unable, wholly or in part, by force majeure or operating conditions to carry out its obligations other than the obligation to make payment of amounts accrued and due at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing, by e-mail or by telecopy to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by, or in consequence of, force majeure or operating conditions, as herein defined; provided, however, that the overrun provisions of Section 18 of this tariff and the Buyer's and Seller's Responsibilities detailed in Rate Schedules FT, FTN, FT-G and SS-1 Section 7(c) Transportation Service shall apply during force majeure and operating conditions.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail or by telecopy to the other party within a reasonable time after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the cause with all reasonable dispatch, nor shall such causes or transportation contingencies affecting the performance relieve Buyer from its obligations to make payments of amounts then due in respect of natural gas theretofore delivered.

GENERAL TERMS AND CONDITIONS
(Continued)

11. FORCE MAJEURE PROVISION AND CONTRACT ENTITLEMENTS (Continued)

11.2 Daily Interruption or Allocation of Sales Service for Force Majeure or Operating Conditions

If, due to force majeure or operating conditions, Seller is unable to receive the total quantity of gas that Seller has contracted to receive or the gas available for delivery from Seller's transmission line or part thereof is insufficient to meet all of Seller's authorized sales, then Seller, upon providing as much notice as possible under all of the circumstances, shall order reduction of Buyers' sales entitlements to the extent necessary depending upon the type and location of the occurrence, in accordance with the following procedures:

(a) Seller shall first order interruption or, where sufficient supplies are available, allocation of sales made to Buyers under all of Seller's interruptible sales rate schedules and direct interruptible contracts. Allocation shall be based pro rata on Buyers' sales nominations for the day prior to the first day on which the force majeure or operation condition occurs.

(b) After interruption or allocation of sales service as specified in Section 11.2(a), Seller shall next order allocation, to the extent necessary, of sales to Buyers under all firm sales rate schedules in accordance with Section 13.

11.3 Daily Interruption or Allocation of Transportation Service and Contract Storage Services Due to Force Majeure or Operating Conditions

If, due to force majeure or operating conditions, Seller is unable to receive, transport, or redeliver gas tendered by Buyers for transportation service or firm contract storage services, or Buyers are unable to deliver transportation gas to Seller, then Seller, upon providing as much notice as possible under all of the circumstances, shall order reduction of Buyers' transportation entitlements and firm contract storage injection/withdrawal entitlements to the extent necessary depending upon the type and location of the occurrence, in accordance with the following procedures:

(a) In cases where Seller's ability to receive, transport, or redeliver is affected, Seller shall first order interruption or, where sufficient transportation supplies are available, allocation of transportation quantities to Buyers under all of Seller's interruptible transportation rate schedules. Allocation shall be based on the procedures set forth in Section 28.4 hereof.

(b) After interruption or allocation of transportation service as specified in Section 11.3(a), Seller shall next order allocation, to the extent necessary, of affected transportation service pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules or Section 2.5 of Seller's FTN Rate Schedule or Section 2.6 of Seller's FDLS Rate Schedule and to other affected firm transportation and firm contract storage service Buyers proportionate to each Buyer's total affected firm transportation and firm contract storage entitlements. Where Seller's ability to render service is impaired in a particular segment of Seller's system, then interruption or allocation shall be effected in accordance with the above-listed steps only in that segment of Seller's system in which service has been impaired.

GENERAL TERMS AND CONDITIONS
(Continued)

11. FORCE MAJEURE PROVISION AND CONTRACT ENTITLEMENTS (Continued)

11.3 Daily Interruption or Allocation of Transportation Service and Contract Storage Services Due to Force Majeure or Operating Conditions (Continued)

(c) In the event of an allocation under Section 11.3(b), Buyer's reduced contract entitlements shall be used for purposes of the overrun provisions of Section 18 hereof and Buyer's Responsibilities provisions in Seller's Rate Schedules FT, FTN, FT-G, FDLS and SS-1 Section 7(c) Transportation Service. Notice provided by Seller to Buyer of such reduced contract quantity entitlement shall be made available on 1Line, and Seller shall make reasonable efforts to provide notice by facsimile, e-mail and/or telephone, as requested by Buyer.

(d) In cases where Buyer is unable to deliver transportation gas to Seller, Buyer's scheduled quantity shall be reduced to the gas quantity tendered by Buyer to Seller, as independently verified and confirmed by Seller based on the best information available to Seller. Such reductions to scheduled quantities will be made in accordance with Section 28.4 of the General Terms and Conditions. In the event of an occurrence under this Section, Buyer's entitlement shall be reduced to the scheduled quantity and such reduced entitlement shall be used for purposes of the overrun provisions of Section 18 hereof and Buyer's Responsibilities provisions in Seller's Rate Schedules FT, FTN, FT-G, FDLS and SS-1 Section 7(c) Transportation Service; provided, however, that Buyer shall be entitled to maintain its full contract entitlement, or any lesser portion of its contract entitlement if Buyer or Buyer's Supplier guarantees the delivery into Seller's system of the gas supplies which Seller cannot verify and confirm and which are sufficient to supply Buyer's full entitlement or some portion thereof, and if Buyer or Buyer's Supplier agrees in writing to be liable for any shortfall in the guaranteed supplies in the same manner as an overrun under Section 18 hereof and Buyer's Responsibilities provisions in Seller's Rate Schedules FT, FTN, FT-G, FDLS and SS-1 Section 7(c) Transportation Service.

11.4 Relief From Sales Service Allocation In Emergency Situations

In the event an emergency situation, including an environmental emergency, should arise in which supplemental deliveries of gas are required in order to forestall irreparable injury to life or property, Seller shall have the right to adjust allocations made pursuant to Sections 11.2(b) upon receipt of verified proof that such an emergency exists and Buyer advises Seller fully of the steps it has taken to meet such emergency. Any gas quantities received by Buyer under this Section shall not be considered overrun volumes. In no event, however shall the aggregate of Seller's deliveries to such Buyer exceed the Buyer's authorized maximum daily quantity of gas.

When Buyer declares an emergency situation in order to forestall irreparable injury to life or property, Buyer shall attest: (1) to the nature and extent of the emergency; (2) that all sources of gas supply available to Buyer, including peak-shaving and storage, have been used to the fullest extent possible; (3) that all interruptible services of Buyer have been curtailed during such emergency situation; (4) that no alternate fuel could be used to prevent such emergency situation; and (5) to a detailed plan to prevent a recurrence of similar emergency conditions.

11.5 Secondary Points

Transportation service scheduled by Buyer which involves secondary points pursuant to Section 2.8 of Rate Schedules FT or FT-G, or Section 2.5 of Rate Schedule FTN, or Section 2.6 of the Rate Schedule FDLS shall be subject to reduction or interruption as specified in Section 28 of the General Terms and Conditions.

11.6 Reverse Path Transactions

Reverse Path transportation service scheduled by Buyer pursuant to Section 4.7 of Rate Schedules FT, FT-G, FTN or FDLS is subject to reduction or interruption on a case-by-case basis depending upon the operating conditions of the pipeline.

12. PRESSURES

Seller shall deliver natural gas to Buyer at Seller's line pressure at the point or points of delivery designated in the service agreement, but the maximum and minimum pressures may be as agreed upon by Buyer and Seller in the service agreement. The minimum pressure shall be not less than fifty (50) pounds per square inch gauge except as provided under the LG-S rate schedule.

13. SUPPLY CURTAILMENT

13.1 Pro Rata Curtailment
In the event Seller is unable to deliver the total quantity of gas that Buyer has scheduled under Rate Schedule NS (firm only) on any day due to any reason, then Seller, upon providing notice, shall order curtailment of Buyer. During such period of curtailment, Buyer shall be entitled to its ratable share of the flowing gas deliverability from supplies contracted to Seller (including any storage deliverability available to Seller) based on Buyer's Daily Sales Entitlement under Rate Schedule NS (firm only) as a percentage of Seller's total daily firm sales obligations under Rate Schedule NS (firm only). Any pro rata curtailment shall, however, be subject to the priorities set forth in Section 13.2 hereof regarding Sections 401 and 402 of the Natural Gas Policy Act of 1978 ("NGPA") and 18 C.F.R. Section 281.201, et seq., of the Commission's Regulations, as may be amended from time to time, and to the emergency relief provision set forth in Section 13.3 hereof.

13.2 Priority Use Curtailment
(a) Any Buyer which requires other than pro rata curtailment under Section 13.1 for purposes of protection of priority use requirements shall file a request with Seller, with a copy to the Commission, requesting a determination that the service(s) for which it seeks protection qualifies under one of the following priority categories identified in Sections 401 and 402 of the NGPA. As a part of its request, Buyer shall certify to Seller by affidavit:

(1) the existence and total peak day requirements of end users in each of the following priority categories: (i) residential uses, small commercial uses (less than 50 dt on a peak day) and natural gas use in any school, hospital or similar institution; (ii) essential agricultural uses; and (iii) large commercial requirements (50 dt or more on peak day) and firm industrial requirements for plant protection, process or feedstock use;
(2) Buyer's total peak day entitlements from all sources other than through Seller's facilities;
(3) the volumes from Buyer's Daily Sales Entitlement under Rate Schedule NS (firm only) required from Seller to meet each of the priorities listed in this section;
(4) as to any industrial requirements claimed, that use of an alternative fuel is not economically practicable or is not available; and
(5) that relief is necessary for Buyer to avert the curtailment of end-uses

eligible for priority under this section. Relief from pro rata curtailment shall be available under this section to Buyers under Rate Schedule NS (firm only) to the extent such Buyer has demonstrated priority relief requirements under the foregoing certification process.

(b) A Buyer's priority relief entitlements from Seller shall be the volume determined by multiplying such Buyer's requirements in each of the priorities in Section 13.2(a) by a fraction the numerator of which is the Buyer's Daily Sales Entitlement under Rate Schedule NS (firm only) and the denominator of which is the Buyer's total peak day entitlements under Rate Schedule NS (firm only) and from all sources other than through Seller's facilities. If the quantity of NS (firm only) gas available for any priority category is inadequate to meet the priority relief requirements of those Buyers entitled to relief in such priority category, then the quantity of NS (firm only) gas to be assigned to each Buyer in such category shall be its prorated share based on the ratio of the Buyer's priority relief requirements in that category to the total requirements of all Buyers in such category. In no event, however, shall the protection by the provisions hereof result in volumes delivered to Buyer in excess of its Daily Sales Entitlement.

GENERAL TERMS AND CONDITIONS
(Continued)

13. SUPPLY CURTAILMENT (Continued)

13.2 (c) In the event that Seller must allocate priority volumes among categories in Section 13.2(a), Such allocation shall be implemented so that all requirements in a category are met before any requirements in a lower category are met.

13.3 Relief from Curtailment in Emergency Situations

Seller recognizes that exceptions to the levels of curtailment resulting from this Section 13 may be required in response to emergency situations (including environmental emergencies) during periods of curtailment when deliveries of gas in excess of curtailed levels are required to forestall irreparable injury to life or property or to provide for minimum plant protection. Any Buyer seeking emergency relief on this basis shall have the burden of establishing the nature and extent of its problem and the minimum quantity of gas needed to avoid irreparable injury to life or property. Seller shall not be liable for granting exceptions from curtailment under this Section 13.3 if such exception is based upon verified information submitted by Buyer to Seller. In no event, however, shall the protection by the provisions hereof result in volumes delivered to Buyer in excess of its Daily Sales Entitlement.

When Buyer declares an emergency situation in order to forestall irreparable injury to life or property, Buyer shall certify to Seller by affidavit:

(1) to the nature and extent of the emergency;
(2) that all sources of gas supply available to Buyer, including peak-shaving and storage, have been utilized to the fullest extent possible;
(3) that all interruptible services of Buyer have been curtailed during such emergency situation;
(4) that no alternate fuel could be utilized to prevent such emergency situation; and
(5) to a detailed plan to prevent a recurrence of similar emergency conditions.

13.4 Overrun of Entitlement During Curtailment

All quantities of gas taken by Buyer in excess of its Daily Sales Entitlement as curtailed pursuant to this Section 13 shall be subject to the overrun penalties set forth in Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

13.5 Compensation

(a) In the event that the provisions of Section 13.2 or 13.3 are activated by Seller as a result of a force majeure condition or an adverse governmental action, a Buyer receiving priority relief under either Section 13.2 or 13.3 pursuant to such activation shall pay compensation, calculated in accordance with Section 13.5(c) below, to other Buyers that experience a greater curtailment as a consequence.

(b) Within thirty days after the end of a month in which Seller has granted priority relief, Seller shall notify each Buyer that experienced greater curtailment ("Excess Curtailed Buyer") as to the volume of curtailments that such Excess Curtailed Buyer would not have experienced but for the grant of relief (the "Excess Curtailment Volume"), and shall notify each Buyer that experienced less curtailment as to the additional volumes that such Buyer was allocated due to the grant of relief. Seller shall notify all Buyers whose allocations were affected by such relief of the pro rata allocation of the aggregate Excess Curtailment Volume experienced by all Excess Curtailed Buyers, showing the volume of gas to be used for the purpose of determining the amount of compensation owed to each Excess Curtailed Buyer by each Buyer that experienced lesser curtailment. The affected Buyers shall be responsible for resolution of any and all resulting compensation claims between themselves.

GENERAL TERMS AND CONDITIONS
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13. SUPPLY CURTAILMENT (Continued)

13.5 Compensation (Continued)

(c) The amount of compensation owed by each Buyer that experienced lesser curtailment to each Excess Curtailed Buyer shall be determined as follows:

(1) If an Excess Curtailed Buyer is unable to replace any or all of the Excess Curtailment Volume with volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources, then the Buyer that experienced lesser curtailment shall pay to the Excess Curtailed Buyer, as the Excess Curtailed Buyer's sole and exclusive remedy for the Excess Curtailment Volume not replaced, liquidated damages in an amount equal to one hundred fifty percent (150%) of the Unit Price for the applicable month (as defined in subparagraph (d) below) multiplied by the difference between (i) the Excess Curtailed Buyer's pro rata curtailment quantity determined under Section 13.1 above and (ii) the sum of the volumes delivered pursuant to this Section 13 and the Replacement Volumes, as defined below, if any, purchased by the Excess Curtailed Buyer.

(2) If an Excess Curtailed Buyer is able to replace any or all of the Excess Curtailment Volume with volumes from other natural gas (excluding liquefied natural gas and synthetic natural gas) sources ("Replacement Volumes"), then the Buyer that experienced lesser curtailment shall pay to the Excess Curtailment Buyer, as the Excess Curtailment Buyer's sole and exclusive remedy for the Excess Curtailment Volume, liquidated damages in an amount equal to (i) the difference between (a) the price per dekatherm that the Excess Curtailment Buyer would have paid if the gas had been delivered under such Excess Curtailment Buyer's Rate Schedule NS (firm only) Service Agreement with Seller and (b) the cost per dekatherm reasonably incurred by the Excess Curtailment Buyer for such Replacement Volumes, such cost to be adjusted if necessary for pricing point comparability, multiplied by (ii) the Replacement Volumes not to exceed one hundred percent (100%) of the difference between (a) the Excess Curtailed Buyer's pro rata curtailment quantity determined under Section 13.1 above and (b) the volume actually delivered pursuant to this Section 13.

(d) The Unit Price of Gas to be used for purposes of subparagraph (c)(1) above shall be determined by computing the simple average of the four regional prices (rounded to the fourth decimal place) set forth in the table "Gas Price Report" (in $/MMBtu) published in the first issue for such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) in the column labeled "This Week" for these regions: 1) Texas, Gulf Coast Offshore, Spot Delivered to Pipeline; 2) Texas, Gulf Coast Onshore, Spot Delivered to Pipeline; 3) Louisiana, Gulf Coast Offshore, Spot Delivered to Pipeline; 4) Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.

14. DULY CONSTITUTED AUTHORITIES

The rate schedules of Seller, these General Terms and Conditions, and the respective obligations of the parties under the service agreement, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

GENERAL TERMS AND CONDITIONS
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15. REFUND OF CASH-OUT REVENUES IN EXCESS OF COSTS

(a) This section of the General Terms and Conditions sets forth the procedures under which Seller will refund or carry forward, for each annual billing period, any difference between the revenues received by Seller and the costs incurred by Seller under the cash-out provisions of Seller's FERC Gas Tariff, including OBAs. For purposes of this Section 15, an annual billing period shall be the twelve month period commencing each August 1 and ending the following July 31 with the first such annual billing period commencing August 1, 1991 and ending July 31, 1992.

(b) Subsequent to the end of each annual billing period Seller shall compare the revenues received by Seller under the cash-out procedures with the costs incurred by Seller under such cash-out procedures. If the revenues received exceed the costs incurred, then Seller shall refund, within 60 days of the end of the annual billing period, the net overrecoveries to firm and interruptible transportation customers (including customers under Seller's bundled storage rate schedules) and OBA parties on a pro rata basis in accordance with the transportation volumes Seller has delivered for firm and interruptible transportation shippers (including transportation volumes bundled with storage) and the measured quantities at locations where an OBA agreement is in effect during the annual billing period. If the revenues received are less than the costs incurred, then Seller shall carry forward the net underrecoveries to the subsequent annual billing period and may offset such net underrecoveries against any future net overrecoveries that may occur in a subsequent annual billing period.

16. SERVICE AGREEMENT

Buyer shall contract for service with Seller under Seller's standard form of service agreement. No modification of the terms and provisions of any service agreement shall be or become effective except by the execution of an amendment to an existing Service Agreement or a new Service Agreement.

17. NOTICES

Except as otherwise provided in this FERC Gas Tariff or in the executed service agreement, any notice, request, demand, statement or bill which either Seller or Buyer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by postpaid registered mail addressed to said party at its last known postoffice address, or at such other address as either party may designate in writing. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered or ordinary mail. General communications will be posted on 1Line and such posting shall be considered as duly delivered.

18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES

18.1 (a) Determination of Deliveries at Non-Pipeline Interconnects

(i) Each delivery point operator which takes gas quantities from Seller's system shall, in accordance with the nomination and ranking deadlines, set forth in Section 28.1 of the General Terms and Conditions, provide Seller (or Buyer shall cause the interconnecting delivery point operator to provide Seller, if applicable) via 1Line with a predetermined allocation (PDA) at the point(s) of delivery where Seller tenders gas to such delivery point operator by 10:30 a.m. CCT on the day following gas flow. Seller, in its sole judgment, may waive such deadline, on a non-discriminatory basis. The delivery point operator shall designate which services are to "take the swing" on any day that measured quantities are greater than or less than the scheduled quantities, including (1) identification of the "swing supplier(s)" under transportation services, (2) the priority ranking of "swing" storage services (scheduled or unscheduled), and (3) the services to which any overruns under this Section 18 will be allocated. The PDAs provided hereunder by such delivery point operator to Seller shall include a numeric rank and quantity (limit value) in accordance with Section 18.1(a)(ii) below, and shall include a ranking of all available firm services (scheduled or unscheduled) to which measured quantities shall be allocated so as to eliminate or minimize any daily unauthorized overruns under this section.

18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (a) (ii) The PDAs provided by delivery point operators shall include a numeric rank and quantity (limit values) for each gas day by using one of the levels specified below, provided, however, PDAs for Rate Schedules GSS, LSS, S-2, SS-2 and LGA must be provided at the transaction level:

(A) Buyer ID/Downstream ID - an aggregation of scheduled quantities and effective PDA and limit value(s) with the same Buyer ID and downstream ID.

(B) Contract - an aggregation of scheduled quantities and effective PDA and limit value(s) with the same contract.

(C) Nomination/Package ID - an aggregation of scheduled quantities and effective PDA and limit value(s) with the same package ID, downstream ID, downstream contract, and Buyer's contract.

(D) Transaction - scheduled quantities and effective PDA and limit value(s) without any aggregation.

(iii) The limit value will be used, in part or in total, in conjunction with the scheduled quantity to determine the total quantity to be allocated. The delivery point operator shall provide Seller with unique limit values for high burn (measured quantities are in excess of scheduled quantities) or low burn (measured quantities are less than scheduled quantities) situations. PDAs provided by the delivery point operator shall be consistent with the rate schedule(s) limitations and the provisions of Section 28 of the General Terms and Conditions. To the extent that the high burn PDAs do not fully use all available firm services, Seller shall consider any measured quantities in excess of the sum of the scheduled quantities and PDAs as dispatching variations pursuant to Section 18.2 and unauthorized daily overruns, if applicable, pursuant to Section 18.3 under this section. If the PDA rank and limit value are provided in accordance with 18.1(a)(ii)(D) above, and sufficient PDAs are not provided by the delivery point operator in a low burn situation, Seller reserves the right to reduce the allocated quantities to all available services of the delivery point operator on a pro-rata basis until the total allocated quantity is equal to the total measured quantity. If necessary, Seller shall reduce all remaining deliveries at the point(s) of delivery where Seller tenders gas to the delivery point operator on a pro-rata basis until the allocated quantity is equal to the measured quantity. If the PDA rank and limit value(s) are provided in accordance with 18.1(a)(ii)(A), (B) or (C) above, and sufficient PDAs are not provided by the delivery point operator in a low burn situation, Seller will reduce the aggregated allocated quantities on a pro-rata basis first and then consistent with 18.1(a)(iv)(C) below.

GENERAL TERMS AND CONDITIONS
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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (a) (iv) For each gas day, Seller will use the following procedures to allocate the measured quantities:

(A) First, the scheduled quantity will be allocated to each transaction that is scheduled and confirmed as set forth in Section 28 of the General Terms and Conditions,

(B) Then, Seller will aggregate the resulting scheduled quantities to the level specified by the delivery point operator pursuant to Section 18.1(a)(ii) above, and

(C) Then, beginning with the lowest numeric rank, quantities will be added to the aggregated scheduled quantity for high burn gas days or will be subtracted from the aggregated scheduled quantity in low burn gas days in accordance with the following:

(1) If the delivery point operator provides Seller with PDAs and limit values by Buyer ID/downstream ID, pursuant to Section 18.1(a)(ii)(A) above, Seller will allocate the measured quantities consistent with the following:

(i) Seller will first use the PDAs and limit values provided by the delivery point operator to determine the amount to allocate to each Buyer ID/downstream ID,

(ii) Then, (a) in the event that the measured quantity is in excess of scheduled quantity (high burn), Seller shall allocate among multiple contracts consistent with Section 28.2 of the General Terms and Conditions, and in particular, for interruptible transportation Buyers, Seller shall allocate among Buyers based on the unit rate Buyers were willing to pay at the time quantities were scheduled during the gas day with the highest unit rate receiving first priority and so on, or (b) in the event that the scheduled quantity is in excess of the measured quantity (low burn), Seller shall allocate among multiple contracts consistent with Section 28.4 of the General Terms and Conditions, and in particular, for interruptible transportation Buyers, Seller shall allocate among Buyers based on the unit rate Buyers were willing to pay at the time quantities were scheduled during the gas day with the highest unit rate receiving first priority and so on, and

(iii) Then, Seller will allocate among multiple transactions within a contract by using the Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or will allocate pro-rata if no ranks are provided by Buyer.

GENERAL TERMS AND CONDITIONS
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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (a) (iv) (C) (2) If the delivery point operator provides Seller with PDAs and limit values by contract or nomination/package ID, pursuant to Section 18.1(a)(ii)(B) or (C) above:

(i) Seller will first use the PDAs and limit values provided by the delivery point operator to determine the amount to allocate to each contract or nomination/package ID, as applicable, and

(ii) Then, Seller will use Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or will allocate pro-rata if no ranks are provided by Buyer, to allocate among multiple transactions.

(3) If the delivery point operator provides Seller with PDAs and limit values at the transaction level, pursuant to Section 18.1(a)(ii)(D) above, Seller will use such PDAs and limit values provided by the delivery point operator to determine the amount to allocate to each transaction.

(v) Prior-period adjustments to scheduled quantities and PDAs shall be permitted by Seller only if all parties affected by the resulting prior period reallocation (including Seller) consent in writing to the adjustment; provided, however, Seller shall not unreasonably withhold such consent.

(b) Determination of Receipts and Deliveries at Pipeline Interconnects

Each interconnecting interstate or intrastate pipeline receipt point operator that delivers gas into or receives gas from Seller's system shall either:

(i) Have an executed OBA or equivalent in effect with Seller with provisions for allocating the difference between scheduled and measured quantities at the interconnect point(s). OBA's that have been suspended shall not be considered to be in effect for purposes of this section, and the measured quantity shall be allocated pro-rata among Buyers based upon the scheduled quantity; or

(ii) In the absence of such executed OBA in effect, the measured quantity shall be allocated pro-rata among Buyers based upon the scheduled quantity; provided however, quantities will be allocated to scheduled displacement transactions prior to scheduled non-displacement transactions.

Prior period adjustments to scheduled quantities and/or the allocation method as defined in Section 18.1(b)(i) and 18.1(b)(ii) above shall be permitted by Seller only if all parties affected by the resulting prior period reallocation (including Seller) consent in writing to the adjustment; provided, however, Seller shall not unreasonably withhold such consent.

GENERAL TERMS AND CONDITIONS
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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (c) Determination of Receipts at Non-Pipeline Interconnects

For each gas day, Buyer shall cause each receipt point operator of a non-pipeline interconnect that delivers gas into Seller's system to either:

(i) Execute an OBA with Seller with provisions for allocating the difference between scheduled and measured quantities at each of the operator's receipt points. OBA's that have been suspended shall not be considered to be in effect for purposes of this section; or

(ii) (A) Provide Seller via 1Line with a PDA by 10:30 a.m. CCT on the day following gas flow using one of the following levels specified below:

(1) Upstream ID - an aggregation of scheduled quantities with the same upstream ID

(2) Contract - an aggregation of scheduled quantities with the same contract

(3) Nomination/Package ID - an aggregation of scheduled quantities with the same package ID, upstream ID, upstream contract, and Buyer's contract

(4) Transaction - each specific scheduled quantities without any aggregation

(B) Furthermore, each receipt point operator shall provide Seller via 1Line with PDA(s) for each transaction, or transactions aggregated pursuant to Section 18.1(c)(ii)(A) above, in accordance with one of the following methods:

(1) Provide a numeric rank for each transaction, or aggregated transactions, at the receipt point. The lowest numeric rank provided to Seller at a given point shall have the highest priority;

(2) Provide a quantity, Operator Provided Value (OPV), to transaction(s) or aggregated transaction(s) at the receipt point. However, at least one transaction or aggregated transaction must not have a specific quantity assigned. Transactions or aggregated transactions with an OPV shall be satisfied to the extent possible in order of the ranks before transactions or aggregated transactions without an OPV. Quantities in excess of the sum of the OPVs shall be allocated to the transaction(s) or aggregated transactions without an OPV consistent with (1) above;

(3) Provide a quantity, Operator Provided Value (OPV), to transaction(s) or aggregated transaction(s) at the receipt point. However, at least one transaction or aggregated transaction must not have a specific quantity assigned. Transactions or aggregated transactions with an OPV shall be satisfied to the extent possible on a pro-rata basis before transactions or aggregated transactions without an OPV. Quantities in excess of the sum of the OPVs shall be allocated to the transaction(s) or aggregated transactions without an OPV on a pro-rata basis; or

18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (c) (ii) (B) (4) Provide a percentage for each transaction or aggregated transaction at the receipt point. Such percentage will be applied to the total measured quantity for the gas day. The total of the percentages provided at each receipt point must equal 100%.

Seller, in its sole judgment, may waive the 10:30 a.m. CCT deadline under Section 18.1(c)(ii) on a non-discriminatory basis.

(C) For each gas day, Seller will use the following procedures to allocate the measured quantities:

(1) If the receipt point operator provides Seller with PDA(s) by upstream ID, pursuant to Section 18.1(c)(ii)(A)(1) above,

(i) Seller will first use the PDAs provided by the receipt point operator to determine the amount to allocate to each upstream ID,

(ii) Then, Seller will allocate among multiple contracts consistent with Section 28.4 of the General Terms and Conditions, and

(iii) Then, Seller will allocate among multiple transactions within a contract by using the Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or will allocate pro-rata if no ranks are provided by Buyer.

(2) If the receipt point operator provides PDA(s) by contract or nomination/package ID, pursuant to Sections 18.1(c)(ii)(A)(2) or (3) above,

(i) Seller will first use the PDAs provided by the receipt point operator to determine the amount to allocate to each contract or nomination/package ID, as appropriate, and

(ii) Then, Seller will use Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or pro rata if no ranks are provided by Buyer, to allocate among multiple transactions.

(3) If the receipt point operator provides PDA(s) by transaction, as defined in Section 18.1(c)(ii)(A)(4) above, Seller will use the receipt point operators PDA(s) to allocate to each transaction.

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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.1 (c) (iii) In the absence of an executed OBA in effect or a valid election by the receipt point operator pursuant to 18.1(c)(ii) above, Seller will allocate the measured quantity pro-rata based on the scheduled quantity for each transaction. Further, in the absence of an executed OBA in effect, quantities will be allocated to scheduled displacement transactions prior to scheduled non-displacement transactions.

Prior period adjustments to scheduled quantities and PDAs shall be permitted by Seller only if all parties affected by the resulting prior period reallocation (including Seller) consent in writing to the adjustment; provided, however, Seller shall not unreasonably withhold such consent.

(d) Determination of Make-Up Receipts and Deliveries

Make-up quantities, including imbalance quantities that are being resolved in-kind, shall be deemed to be the "last through the meter." Imbalance quantities returned in-kind in the current month are applied first to the previous month imbalance until such balance is zero and then applied to the current month imbalance.

GENERAL TERMS AND CONDITIONS
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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.2 Allowable Daily Dispatching Variations

The allowable daily dispatching variation shall be the greater of 50 dt or the quantity computed as follows:

(a) During each day of the period beginning on May 1 of any year and extending through the next succeeding September 30, the sum of 5 percent of Seller's maximum daily delivery obligation to Buyer at the respective points of delivery under Seller's FT, FT-G, FTN, FDLS, GSS and S-2 Rate Schedules and firm X-Rate Schedules; the scheduled daily delivery each day pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule; and the scheduled daily delivery each day under Seller's Rate Schedule IT, certificated interruptible X-Rate Schedules and Rate Schedule IDLS when interruptible capacity on Seller's system is allocated or when such service is limited pursuant to the provisions of Section 11.3.(d) of the General Terms and Conditions.

(b) During each day of the period beginning on October 1 of any year and extending through the next succeeding April 30, the sum of 3.5 percent of Seller's maximum daily delivery obligation to Buyer at the respective points of delivery under Seller's FT, FT-G, FTN, FDLS, GSS and S-2 Rate Schedules and firm X-Rate Schedules; the scheduled daily delivery each day pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule; and the scheduled daily delivery each day under Seller's Rate Schedule IT, certificated interruptible X-Rate Schedules and Rate Schedule IDLS when interruptible capacity on Seller's system is allocated or when such service is limited pursuant to the provisions of Section 11.3.(d) of the General Terms and Conditions.

18.3 Unauthorized Daily Overrun Defined

Any quantity of gas taken by a Buyer on any day from Seller (including deliveries by another pipeline company for the account of Seller, deliveries by Seller for the account of another pipeline company, and Buyer's nomination for injection into storage under Seller's contract storage rate schedules) in excess of the sum of the following amounts shall constitute unauthorized daily overrun quantities:

(a) Seller's maximum daily delivery obligation excluding deliveries made pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, Section 2.5 of Seller's FTN Rate Schedule and Section 2.6 of Seller's FDLS Rate Schedule, at that delivery point to Buyer under Seller's Rate Schedule FT, FTN, FT-G, FDLS and SS-1 Section 7(c) Transportation Service or any maximum limitations imposed thereon pursuant to Section 11 of these General Terms and Conditions,

(b) Seller's maximum daily delivery obligation at that delivery point to Buyer under Seller's GSS, LSS, S-2, LG-A, LNG and SS-2 Rate Schedules or any maximum limitation imposed thereon pursuant to Section 11 of these General Terms and Conditions,

(c) Seller's maximum daily delivery obligation at that delivery point to Buyer under Seller's certificated firm X Rate Schedules or any maximum limitations imposed thereon pursuant to Section 11 of these General Terms and Conditions,

(d) Buyer's Scheduled Daily Delivery on such day for the account of another pipeline company, and

GENERAL TERMS AND CONDITIONS
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18. DETERMINATION OF DELIVERIES AND RECEIPTS, ALLOWABLE DAILY DISPATCHING VARIATIONS, OVERRUN CHARGES AND PENALTIES (Continued)

18.3 Unauthorized Daily Overrun Defined (Continued)

(e) Buyer's Scheduled Daily Delivery at that delivery point on such day under Seller's Rate Schedule IT, certificated interruptible X-Rate Schedules and Rate Schedule IDLS when interruptible capacity on Seller's System is allocated or when such service is limited pursuant to the provisions of Section 11.3(d) of the General Terms and Conditions, and

(f) Buyers Scheduled Daily Delivery at that delivery point on such day pursuant to Section 2.8 of Sellers FT and FT-G Rate Schedules, Section 2.5 of Sellers FTN Rate Schedule and Section 2.6 of Seller's FDLS Rate Schedule when delivery to such point is reduced or interrupted in accordance with Sections 11 and 28 of the General Terms and Conditions.

18.4 Overrun Charges and Penalties

Buyer shall pay Seller for all such unauthorized daily overrun quantities taken on such day, an overrun charge equal to Seller's Rate Schedule IT rate per dt calculated from Zone 3 to the zone in which Buyer receives such quantities and such quantities shall be treated as deliveries under Seller's applicable rate schedule(s) and as an imbalance thereunder. If Buyer takes on any day unauthorized overrun quantities in excess of the allowable daily dispatch variations set forth in Section 18.2 above, Buyer shall pay in lieu of such IT charge a penalty of $2.50 per dt up to 50 dt, in excess of that allowable variation for the particular day, and for any quantity of additional unauthorized daily overrun taken on such day, a penalty equal to the higher of (i) $50 per dt or (ii) three times the highest weekly Reference Spot Price for the current month (as set forth in Section 37.1(a) of the General Terms and Conditions) applicable to the zone(s) in which the unauthorized daily overrun occurs.

18.5 Unauthorized Overruns During Periods of Curtailment

In addition to the provisions for unauthorized daily overruns and penalties therefor under Section 18.3 and 18.4 hereof, any quantity taken by Buyer in excess of its Entitlement under Section 13 by an amount of 100 dt or two-tenths (0.2) percent of such Entitlement, whichever is greater, shall constitute an unauthorized overrun, for which Buyer shall pay Seller a penalty of $10 per dt for any such unauthorized overrun.

18.6 Disposition of Penalties

All overrun penalties collected by Seller during the annual period ending July 31, less an amount equal to Seller's Rate Schedule IT rate per dt multiplied by the total quantity of overruns, which represents Seller's cost to provide the interruptible transportation service, shall be the penalty revenue distributed pursuant to Section 54 of the General Terms and Conditions.

18.7 Reservation

The payment of a penalty for an unauthorized overrun quantity shall under no circumstances be considered as giving any Buyer the right to take such unauthorized overrun quantity nor shall such payment be considered as a substitute for any other remedy available to Seller or any other Buyer against the offending Buyer for failure to respect its obligation to stay within its entitlements.

GENERAL TERMS AND CONDITIONS
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19. MAXIMUM DAILY DELIVERY POINT ENTITLEMENTS AND MAXIMUM DAILY DELIVERY ENTITLEMENT BY FACILITY GROUP

19.1 Maximum Daily Delivery Point Entitlements

(a) Applicability. This Section of the General Terms and Conditions applies to each Buyer for which Seller renders or delivers firm service at more than one point of delivery, other than Buyers that have previously been served under Seller's Rate Schedules G and OG. This Section specifies the Maximum Daily Delivery Point Entitlement which Seller is obligated to deliver to each such Buyer for the Winter Period (October through April) and for the Summer Period (May through September) at each such delivery point.

GENERAL TERMS AND CONDITIONS
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19. MAXIMUM DAILY DELIVERY POINT ENTITLEMENTS AND MAXIMUM DAILY DELIVERY ENTITLEMENT BY FACILITY GROUP (Continued)

19.1 Maximum Daily Delivery Point Entitlements (Continued)

(b) Definition. As utilized herein, and except where Seller, pursuant to Paragraph 19.1(d), agrees to provide Buyer with deliveries in excess of Buyer's Maximum Daily Delivery Point Entitlement, the Maximum Daily Delivery Point Entitlement for an individual delivery point shall be the daily quantity specified for such point in the Section of this Tariff titled Daily Facility Group and Delivery Point Entitlements, multiplied by a fraction the numerator of which is the actual average systemwide Btu content per cubic foot of gas sold and transported in Seller's Rate Zones, and the denominator of which is 1,000.

Where Seller, pursuant to 19.1(d) herein, provides Buyer with deliveries at an individual delivery point in excess of Buyer's otherwise applicable Maximum Daily Delivery Point Entitlement ("excess deliveries"), the Maximum Daily Delivery Point Entitlement for that delivery point shall be adjusted upward to reflect the increased deliveries Seller has agreed to provide and the Buyer's Maximum Daily Delivery Point Entitlements at its remaining delivery points shall be reduced by a like amount in a manner as mutually agreed upon by Buyer and Seller for the period Seller has agreed to make such excess deliveries.

Subject to the limitations set forth in Section 19.2 of this Tariff, the Maximum Daily Delivery Point Entitlement for each Period at each delivery point, which represents a limitation applicable to the combined deliveries under all rate schedules under which Seller renders or delivers firm service to Buyer, is the maximum quantity Seller is obligated to deliver to Buyer and Buyer is entitled to receive from Seller at such delivery point during any day of each Season.

(c) More than One Buyer. If the quantity of gas delivered at a single delivery point is applicable to gas delivered by Seller to more than one Buyer, the total measured amount shall be divided in accordance with mutually satisfactory operating arrangements among such Buyers.

(d) Delivery Point Unauthorized Daily Overrun Quantity. Buyer may submit to Seller a request for an authorized waiver of Buyer's Maximum Daily Delivery Point Entitlement on the day prior to, or on the day of, the proposed effective date of the waiver. Buyer's request shall specify the prospective time period to which the requested waiver would apply. If Buyer elects to submit a request on the day prior to the proposed effective date of the waiver, such request shall be submitted to Seller's Gas Control representatives by 3:00 p.m., Central Standard Time and Seller shall notify Buyer of authorization or denial of the waiver request by 4:00 p.m., Central Standard Time that same day. Any requested waivers pursuant to this section may be authorized by Seller in whole or in part on a not unduly discriminatory basis. In the event Buyer, without prior authorization by Seller, takes on any day at any individual delivery point a quantity of gas which is greater than Buyer's applicable Maximum Daily Delivery Point Entitlement then the quantity in excess of the Maximum Daily Delivery Point Entitlement shall be Buyer's Delivery Point Unauthorized Daily Overrun Quantity for such day to the extent that Seller determines that such deliveries impaired Seller's ability to provide firm service to other Buyers on Seller's pipeline system.

GENERAL TERMS AND CONDITIONS
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19. MAXIMUM DAILY DELIVERY POINT ENTITLEMENTS AND MAXIMUM DELIVERY ENTITLEMENT BY FACILITY GROUP (Continued)

19.1 Maximum Daily Delivery Point Entitlements (Continued)

(d) (Continued)

Seller will provide Buyer with requested deliveries in excess of Buyer's Maximum Daily Delivery Point Entitlement to the extent physical operating conditions permit and to the extent Seller is able reasonably to determine that such deliveries will not impair Seller's ability to provide firm service to other Buyers on Seller's pipeline system. In such circumstances, the delivery of gas in excess of Buyer's Maximum Daily Delivery Point Entitlement will be firm, provided that the total scheduled deliveries for such Buyer at all of its delivery points do not exceed Buyer's maximum daily contract demand.

(e) Delivery Point Unauthorized Daily Overrun Penalty. In addition to any charges otherwise payable under Seller's rate schedules, Buyer shall pay a penalty of $10 per dt for any Delivery Point Unauthorized Daily Overrun Quantity. The penalty revenue collected will be distributed pursuant to Section 54 of the General Terms and Conditions.

The payment of a penalty for such Unauthorized Overrun gas hereunder shall under no circumstances be considered as giving Buyer the right to take Unauthorized Overrun gas or be considered as a substitute for any other remedy available to Seller against the offending Buyer for failure to respect its obligation to stay within its applicable Maximum Daily Delivery Point Entitlement.

(f) Updating Delivery Point Entitlements. Seller shall file to amend each affected Buyer's Delivery Point Entitlement(s) to reflect any additional summer or winter period flexibility provided by incremental capacity expansion projects after (1) Buyer and Seller have executed the agreement for such incremental service; and (2) the incremental facilities related thereto have been constructed and are ready for service.

19.2 Maximum Daily Delivery Entitlement By Facility Group

(a) Applicability

This Section of the General Terms and Conditions applies to each Buyer for which Seller renders or delivers firm service at more than one point of delivery, other than Buyers that have previously been served under Seller's Rate Schedules G and OG. This Section specifies the Maximum Daily Delivery Entitlement by Facility Group which Seller is obligated to deliver to each such Buyer for the Winter Period (October through April) and for the Summer Period (May through September) at each such Facility Group.

(b) Definition

As utilized herein, and except where Seller, pursuant to Paragraph 19.2(d), agrees to provide Buyer with deliveries in excess of Buyer's Maximum Daily Delivery Point Entitlements by Facility Group, the Maximum Daily Delivery Entitlement for each Facility Group shall be the daily quantity specified for such Facility Group in the Section of this Tariff titled Daily Facility Group and Delivery Point Entitlements, multiplied by a fraction the numerator of which is the actual average systemwide Btu content per cubic foot of gas sold and transported in Seller's Rate Zones, and the denominator of which is 1,000.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MAXIMUM DAILY DELIVERY POINT ENTITLEMENTS AND MAXIMUM DELIVERY ENTITLEMENT BY FACILITY GROUP (Continued)

19.2 Maximum Daily Delivery Entitlement By Facility Group

(b) Definition (Continued)

Where Seller, pursuant to 19.2(d) herein provides Buyer with deliveries at a Facility Group in excess of Buyer's otherwise applicable Maximum Daily Delivery Point Entitlement at that Facility Group ("excess deliveries"), the Maximum Daily Delivery Point Entitlement for that Facility Group shall be adjusted upward to reflect the increased deliveries Seller has agreed to provide and the Buyer's Maximum Daily Delivery Point Entitlements at its remaining Facility Groups shall be reduced by a like amount in a manner as mutually agreed upon by Buyer and Seller for the period Seller has agreed to make such excess deliveries.

The Maximum Daily Delivery Entitlement by Facility Group for each Period at each group of delivery points, which represents a limitation applicable to the combined deliveries under all rate schedules under which Seller renders or delivers firm service to Buyer, is the maximum quantity Seller is obligated to deliver to Buyer and Buyer is entitled to receive from Seller at such Facility Group during any day of each Period; provided, however, when Buyer receives deliveries of firm service from Seller in more than one Facility Group, Seller's obligation to deliver quantities to Buyer shall not exceed Buyer's firm contract entitlement under all rate schedules under which Seller renders firm service to Buyer.

(c) More than One Buyer

If the quantity of gas delivered to the delivery points which comprise a Facility Group is applicable to gas delivered by Seller to more than one Buyer, the total daily quantity for the Facility Group shall be divided in accordance with mutually satisfactory operating arrangements among such Buyers.

(d) Facility Group Unauthorized Daily Overrun Quantity

Buyer may submit to Seller a request for an authorized waiver of Buyer's Maximum Daily Delivery Point Entitlement by Facility Group on the day prior to, or on the day of, the proposed effective date of the waiver. Buyer's request shall specify the prospective time period to which the requested waiver would apply. If Buyer elects to submit a request on the day prior to the proposed effective date of the waiver, such request shall be submitted to Seller's Gas Control representatives by 3:00 p.m., Central Standard Time and Seller shall notify Buyer of authorization or denial of the waiver request by 4:00 p.m., Central Standard Time that same day. Any requested waivers pursuant to this section may be authorized by Seller in whole or in part on a not unduly discriminatory basis. In the event Buyer, without prior authorization by Seller, takes on any day at any Facility Group an aggregate quantity of gas which is greater than Buyer's applicable Maximum Daily Delivery Entitlement by Facility Group then the quantity in excess of the Maximum Daily Entitlement by Facility Group shall be Buyer's Facility Group Unauthorized Daily Overrun Quantity for such day to the extent that Seller determines that such deliveries impaired Seller's ability to provide firm service to other Buyers on Seller's pipeline system.

19. MAXIMUM DAILY DELIVERY POINT ENTITLEMENTS AND MAXIMUM DAILY DELIVERY ENTITLEMENT BY FACILITY GROUP (Continued)

19.2 Maximum Daily Delivery Entitlement By Facility Group (Continued)

Seller will provide Buyer with requested deliveries in excess of Buyer's Maximum Daily Delivery Entitlement by Facility Group to the extent physical operating conditions permit and to the extent Seller is able reasonably to determine that such deliveries will not impair Seller's ability to provide firm service to other Buyers on Seller's pipeline system. In such circumstances, the delivery of gas in excess of Buyer's Maximum Daily Delivery Point Entitlement for a Facility Group will be firm, provided that the total scheduled deliveries for such Buyer at all of its Facility Groups do not exceed Buyer's maximum daily contract demand.

(e) Facility Group Unauthorized Daily Overrun Penalty. In addition to any charges otherwise payable under Seller's rate schedules, Buyer shall pay a penalty of $10 per dt for any Facility Group Unauthorized Daily Overrun Quantity; provided, however, on any day in which Buyer also incurs an Unauthorized Daily Overrun Penalty under Section 19.1(e) of this Tariff, Buyer's Unauthorized Overrun Penalty shall be the greater of the penalty determined under Section 19.1(e) or the Facility Group Unauthorized Daily Overrun Penalty established hereunder. The penalty revenue collected will be distributed pursuant to Section 54 of the General Terms and Conditions.

The payment of a penalty for Buyer's Facility Group Unauthorized Overrun Quantity hereunder shall under no circumstances be considered as giving Buyer the right to take Unauthorized Overrun gas or be considered as a substitute for any other remedy available to Seller against the offending Buyer for failure to respect its obligation to stay within its applicable Maximum Daily Delivery Entitlement by Facility Group.

(f) Updating Facility Group Entitlements. Seller shall file to amend each affected Buyer's Maximum Daily Delivery Entitlement(s) by Facility Group to reflect any additional summer or winter period flexibility provided by incremental capacity expansion projects after (1) Buyer and Seller have executed the agreement for such incremental service; and (2) the incremental facilities related thereto have been constructed and are ready for service.

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GENERAL TERMS AND CONDITIONS
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ZONE 4

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

ALABAMA GAS CORPORATION

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
4	Linden	2	-	2	-
	Thomaston	1	-	1	-
	Selma	40 (4)	-	40 (4)	-
	Total	-	43	-	43
5	Montgomery	100 (4)	-	100 (4)	-
	Birmingham	100 (4)	-	100 (4)	-
	Clanton	4	-	4	-
	Total	-	104	-	104
Total Firm Contract			98.0 (3,4)		98.0 (3,4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.
(4) Includes 21.256 MMCF/D delivered for Southern Company Services, Inc under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 4

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

ATLANTA GAS LIGHT COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
6	Franklin	2	-	2	-
	Peachtree	26	-	13	-
	Riverdale	160	-	154	-
	Total	-	188	-	169
7	Stockbridge	315	-	244	-
	Lithonia	22	-	14	-
	Conyers	22	-	13	-
	Bogart	36	-	21	-
	Athens	35	-	21	-
	East Athens	16	-	16	-
	Danielsville	2	-	1	-
	Total	-	338	-	244
7-L	Suwanee	267	-	195	-
	Total	-	267	-	195
Total Firm Contract			478.6 (3)		380.0 (4)

Notes:

(1) Winter Period is October through April.

(2) Summer Period is May through September.

(3) Includes presently authorized firm service under Rate Schedules FT, GSS, LG-A, LSS and SS-1. Available firm quantities limited to individual rate schedule provisions.

(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 4

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

GEORGIA POWER

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
6	Wansley	261 (4)	-	261 (4)	-
7	Center-Dahlberg	39	-	39	-
	Total	-	300	-	300
Total Firm Contract			299.1 (3&4)		299.1 (3&4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.
(4) Includes 78.841 MMCF/D delivered for Oglethorpe Power Corp. and 46.377 MMCF/D delivered for Municipal Electric Authority of Georgia under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 4

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

MUNICIPAL GAS AUTHORITY OF GEORGIA

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
4	Butler	2 (6)	-	2 (7)	-
	Maplesville	2 (6)	-	1	-
	Total	-	4	-	3
5	Rockford	5 (6)	-	3	-
	Goodwater	4 (6)	-	3	-
	Ashland Lineville	4 (6)	-	3	-
	Wadley	1 (6)	-	1	-
	Total	-	5	-	4
6	Roanoke	3 (6)	-	2	-
	Wedowee	1 (5,6)	-	1 (5)	-
	Total	-	4	-	3
7	Lawrenceville No. 2	20	-	14	-
	Covington	12	-	9	-
	Madison	2 (5,6)	-	2 (5)	-
	Monroe	8 (5)	-	7 (5)	-
	Winder	8 (5)	-	9 (5)	-
	Commerce	6	-	5	-
	Tri-County	4 (5)	-	3 (5)	-
	Total	-	54	-	44
7L	Lawrenceville	14	-	9	-
	Sugar Hill	5 (5,6)	-	5 (5)	-
	Total	-	14	-	13
8	Bowman	1 (5,6)	-	1 (5)	-
	Royston	3 (6)	-	3	-
	Toccoa	13	-	12	-
	Elberton	5 (6)	-	5	-
	Hartwell	4 (5)	-	4 (5)	-
	Total	-	24	-	22
Total Firm Contract			99.499 (3,5,6)		71.651 (4,5,7)

(See footnotes on Sheet No. 382)

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 4

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

MUNICIPAL GAS AUTHORITY OF GEORGIA

(Continued)

NOTES: (Footnotes refer to Sheet No. 381)

(1) Winter Period is October through April.

(2) Summer Period is May through September.

(3) Includes presently authorized firm service under Rate Schedules FT, FTG, GSS and LNG. Available firm quantities limited to individual rate schedule provisions.

(4) Includes presently authorized firm service under Rate Schedules FT, FTG, and GSS. Available firm quantities limited to individual rate schedule provisions.

(5) Includes .580 MMCF/D delivered for various shippers under Rate Schedule GSS.

(6) Includes 1.993 MMCF/D delivered for various shippers under Rate Schedule FTG.

(7) Includes 1.480 MMCF/D delivered for Butler under Rate Schedule FTG.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

COLUMBIA GAS OF VIRGINIA

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
11	Brockway Glass	4	-	4	-
	Chatham	1	-	1	-
	Altavista	6	-	6	-
	Brookneal	3	-	2	-
	Lynchburg	14	-	8	-
	Total	-	20	-	18
11-L	South Boston	2	-	2	-
	Chase City	1	-	1	-
	South Hill	2	-	1	-
	Lawrenceville	2	-	1	-
	Emporia	14	-	14	-
	Hopewell	78	-	78	-
	Total	-	97 (4)	-	97 (4)
12	Virginia Fiber	6	-	6	-
	Scottsville	1	-	1	-
	Waldrop	19	-	19	-
	Gordonsville	2	-	1	-
	Total	-	29	-	29
13	Fredericksburg	15	-	15	-
	Prince William	39	-	39	-
	Total	-	54	-	54
Total Firm Contract			151.1 (3,4&5)		150.0 (3,4&5)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(4) Includes 78 MMCF/D for various shippers under Rate Schedule FT.
(5) Includes .336 MMCF/D delivered for City of Greenwood under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

DANVILLE, VIRGINIA

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
11	Danville	30	-	30	-
	Wharton Storage	1	-	1	-
	Total	-	30	-	30
Total Firm Contract			29.8 (3)		29.8 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedule FT and GSS. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

FORT HILL NATURAL GAS AUTHORITY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
8	Starr	22	-	21	-
	South Williamston	26	-	21	-
	Williamston	22	-	17	-
	Total	-	44	-	37
Total Firm Contract			43.8 (3)		36.2 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and LG-A. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

LEXINGTON, NORTH CAROLINA

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
10	West Lexington	19	-	15	-
	Lexington	9	-	8	-
	Total	-	20	-	17
Total Firm Contract			19.7 (3)		17.4 (3)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT and GSS, plus the volume of gas in MMCF/D previously flowing under Rate Schedule FT-NT.
Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PIEDMONT NATURAL GAS COMPANY, INC.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA — Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
8	Iva Starr	26	-	27	-
	Anderson	26	-	27	-
	Belton	16	-	16	-
	Duke Lee Plant	116	-	117	-
	Greenville	61	-	62	-
	Simpsonville	16	-	16	-
	Woodruff	58	-	59	-
	Startex	26	-	17	-
	Total	-	307	-	287
9-L	West Startex	12	-	8	-
	Inman	2	-	4	-
	Total	-	12	-	10
9	Spartanburg	27	-	28	-
	Cowpens	19	-	19	-
	Gaffney	9	-	9	-
	Hickory	116	-	89	-
	Lowesville	30	-	24	-
	Total	-	170	-	155
10	Hicks Crossroads	87 (7)	-	87 (7)	-
	Tidewater	135	-	125	-
	Charlotte	156	-	138	-
	Salisbury	32	-	17	-
	Spencer Buck	14	-	17	-
	Winston Salem	83	-	32	-
	Kernersville	66	-	32	-
	Greensboro	82	-	32	-
	Stokesdale	4	-	4	-
	Bethany	11	-	9	-
	Total	-	545 (5)	-	376 (6)
11	Cardinal	65 (9)	-	65 (9)	-
	Reidsville	17	-	14	-
	Spray	10	-	10	-
	Draper	10	-	8	-
	Total	-	78	-	64

(See footnotes on Sheet No. 388)

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PIEDMONT NATURAL GAS COMPANY, INC.

(Continued)

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
11-L	Pleasant Hill	77 (9)	-	71 (9)	-
	Ahoskie	77 (9)	-	71 (9)	-
	Total	-	77	-	71
Total Firm Contract			735.7 (3,8)		638.0 (4,8)

Notes:
(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and LG-A. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) The Facility Group maximum is 508 MMCF/D for Facility Group 10 plus the volume of gas in MMCF/D previously flowing under Rate Schedules FT-NT and NIPPS.
(6) The Facility Group maximum is 333 MMCF/D for Facility Group 10 plus the volume of gas in MMCF/D previously flowing under Rate Schedules FT-NT and NIPPS.
(7) Hicks Crossroads is in Facility Group 9, but the delivery is included in Facility Group 10 group total.
(8) Includes 24.505 MMCF/D delivered for Hess Corporation, 2.777 MMCF/D delivered for Williams Gas Marketing, Inc. and 1.932 MMCF/D delivered for Tyson Foods under Rate Schedule FT.
(9) The sum of Pleasant Hill, Ahoskie and Cardinal may not exceed 104 MMCF/D during the Winter Period or 98 MMCF/D during the Summer Period.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
9-L	Tryon	3	-	3	-
	Columbus	2	-	2	-
	Mill Springs	63	-	35	-
	Total	-	63	-	36
9	Asheville	15	-	11	-
	Foote Mineral	2	-	2	-
	Lithium	8	-	8	-
	Gastonia	21	-	19	-
	Stanley	51	-	51	-
	Total	-	81	-	52
10	Davidson	46	-	35	-
	Mooresville	10 (8)	-	8 (8)	-
	Statesville	20	-	12	-
	Total	-	73	-	39
11	Cardinal	170 (6)	-	150 (6)	-
	Dan River	181 (6)	-	118 (6)	-
	Total	-	201 (5)	-	138 (5)
11-L	Pleasant Hill	15 (6)	-	12 (6)	-
	Total	-	15	-	12
Total Firm Contract			300.2 (3,7&8)		253.0 (4,7&8)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and LG-A. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) The Facility Group maximum DPE is 196 MMCF/D for the winter period and 133 MMCF/D for the summer period plus the volume of gas in MMCF/D previously flowing under Rate Schedule FT-NT.
(6) The sum of Cardinal, Dan River and Pleasant Hill may not exceed 216 MMCF/D during the winter period or 150 MMCF/D during the summer period.
(7) Includes 3.870 MMCF/D delivered for TEMCO and 3.529 MMCF/D delivered for City of Greenwood under Rate Schedule FT.
(8) Includes 3.285 MMCF/D delivered for Cardinal FG Company under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

CITY OF RICHMOND

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
11-L	Emporia	10	-	10	-
	Total	-	10	-	10
12	Waldrop	10	-	10	-
	Total	-	10	-	10
Total Firm Contract			10.1 (3)		10.1 (3)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

SOUTH CAROLINA PIPELINE CORPORATION

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
8	Abbeville	16	-	16	-
	Anderson	12	-	18	-
	Total	-	20	-	20
9	Moore	33	-	31	-
	Deering Milliken	12	-	12	-
	Grover	109 (5)	-	107 (5)	-
	Total	-	109	-	107
Total Firm Contract			108.4 (3,5)		106.4 (4,5)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and LG-A. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 12.473 MMCF/D delivered for Patriots Energy Group under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

VIRGINIA NATURAL GAS

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
11-L	Emporia	37	-	37	-
	Total	-	37	-	37
12	Waldrop	37	-	37	-
	Total	-	37	-	37
Total Firm Contract			37.3 (3&4)		37.3 (3&4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(4) Includes 0.336 MMCF/D delivered for Conoco Inc. under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 5

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

WASHINGTON GAS LIGHT COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
13	Bull Run	85	-	64	-
	Herndon	122	-	122	-
	Dranesville	7	-	7	-
	Total	-	122	-	122
14	Westmore Rd (4)	102	-	102	-
	Rock Creek (4)	102	-	102	-
	Total	-	102	-	102
Total Firm Contract			217.9 (3)		217.9 (3)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(4) Facility Group 14 is in Zone 6.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

DELMARVA POWER & LIGHT COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
14	Parkesburg	6	-	6	-
	Total	-	6	-	6
14-L	Hockessin	88	-	59	-
	Total	-	88	-	59
15	Wilmington	55	-	89	-
	Total	-	55	-	90
Total Firm Contract			117.1 (3)		112.7 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS, LG-A and LNG. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

EASTERN SHORE NATURAL GAS COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
14	Parkesburg	57 (6)	-	36(6)	-
	Total	-	57	-	36
14-L	Eastern Hockessin	40	-	38	-
	Total	-	40	-	38
Total Firm Contract			57.1 (3,5-12)		54.5 (4-12)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules GSS, LG-A and LSS. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedule GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 9.3 MMCF/D for The Premcor Refining Group Inc. of authorized firm transportation under Rate Schedule FT.
(6) Includes 7.729 MMCF/D delivered for Peco Energy Company under Rate Schedule FT.
(7) Includes 20.699 MMCF/D for Chesapeake Utilities Corporation d/b/a Delaware Division under Rate Schedule FT.
(8) Includes 5.668 MMCF/D for Chesapeake Utilities Corporation d/b/a Maryland Division under Rate Schedule FT.
(9) Includes 2.596 MMCF/D for Pivotal Utility Holdings, Inc. under Rate Schedule FT.
(10) Includes 2.028 MMCF/D for Easton Utilities Commission under Rate Schedule FT.
(11) Includes 1.264 MMCF/D for Formosa Plastics Corporation Delaware under Rate Schedule FT.
(12) Includes 0.253 MMCF/D for City of Dover, Delaware under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PIVOTAL UTILITY HOLDINGS, INC. (ELIZABETHTOWN GAS COMPANY)

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
14	Downingtown	2	-	2	-
	Total	-	2	-	2
16	Pennington	10	-	3	-
	Total	-	10	-	3
17	Ford Motors	7	-	3	-
	Grandview	40	-	15	-
	Cloverleaf	94	-	62	-
	Total	-	128	-	76
19	Erie Street	95	-	56	-
	North Avenue	37	-	19	-
	Total	-	102	-	62
20	Clinton	22	-	11	-
	Spruce Run	65	-	68	-
	New Village #2	107	-	123	-
	Total	-	168	-	134
Total Firm Contract			255.4 (3,5,6&7)		193.5 (4,6&7)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, X-269, X-270, X-276, GSS, LG-A, LNG, S-2, LSS and SS-1. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT, X-269, X-270, X-276 and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 3.300 MMCF/D delivered for Conectiv Energy Supply, Inc. under Rate Schedule FT.
(6) Includes 5.778 MMCF/D delivered for Sprague Energy Corp. previously flowing under Rate Schedule FT.
(7) Facility Groups 14, 16, 17, 19 & 20 cannot exceed 239 during the winter period and 173 during the summer period.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

NATIONAL FUEL GAS SUPPLY CORP.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
22	Wharton - East Fork	26	-	26	-
	Wharton Storage	26	-	26	-
	Leidy	26	-	26	-
	Total	-	26	-	26
Total Firm Contract			25.4 (3)		25.4 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedule FT. Available firm Quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

NEW YORK FACILITIES GROUP (5)

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA — Winter Period (1) — Delivery Point Maximum DPE	Winter Period (1) — Facility Group Maximum DPE	Summer Period (2) — Delivery Point Maximum DPE	Summer Period (2) — Facility Group Maximum DPE
17	Long Beach	529 (9,16)	-	489 (9,16)	-
	Narrows	336 (6)	-	322 (6)	-
	Total	-	689	-	638
19	Central Manhattan	731 (10,11,12&17)	-	717(10,11,14,15&17)	-
	Manhattan	484 (13&15)	-	410	-
	Total	-	1017 (6)	-	915 (6)
Total Firm Contract			1594.2 (3,7 to 13,15,16&17)		1434.6 (4,7 to 11,14,15,16&17)

Notes:
(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS, S-2, LSS, SS-1 and SS-2, plus the volume of gas in MMCF/D previously flowing under Rate Schedule X-315. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS, plus the volume of gas in MMCF/D previously flowing under Rate Schedule X-315. Available firm quantities limited to individual rate schedule provisions.
(5) Group consists of The Brooklyn Union Gas Company d/b/a National Grid NY, Consolidated Edison Company of New York, Inc. and KeySpan Gas East Corporation d/b/a National Grid.
(6) The sum of Facility Group 19 and Narrows may not exceed 1,275 MMCF/D during the winter period and 1,159 MMCF/D during the summer period.
(7) Includes 30.840 MMCF/D delivered for New York Power Authority under Rate Schedule FT (formerly FT-NT).
(8) Sum of Facility Groups 17 and 19 cannot exceed 1,584 MMCF/D in the winter period and 1,424 MMCF/D in the summer period.
(9) Includes 10.505 MMCF/D for Hess Corporation and 4.831 MMCF/D for NJR Energy Services Company under Rate Schedule FT.
(10) Includes 9.662 MMCF/D for Consolidated Edison Energy, Inc. under Rate Schedule FT.
(11) Includes 24.155 MMCF/D for KeySpan Gas East Corporation d/b/a National Grid under Rate Schedule FT.
(12) Includes 33.817 MMCF/D for Washington Gas Light Company under Rate Schedule FT during the winter period.
(13) Includes 14.493 MMCF/D for Washington Gas Light Company under Rate Schedule FT during the winter period.
(14) Includes 48.310 MMCF/D for Washington Gas Light Company under Rate Schedule FT during the summer period.
(15) Includes 24.155 MMCF/D for KeySpan Gas East Corporation d/b/a/ National Grid under Rate Schedule FT.
(16) Includes 96.6 MMCF/D for KeySpan Gas East Corporation d/b/a National Grid under Rate Schedule FT that is nominatable on a primary basis to a separate virtual Long Beach location (Riverside).
(17) Includes 9.662 MMCF/D delivered for Hess Corporation under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

UGI PENN NATURAL GAS, INC.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
21	Saylor Avenue	110	-	79	-
	Wyoming Monument	18	-	14	-
	Dallas	7	-	4	-
	Shickshinny	59	-	52	-
	Muncy	25	-	32	-
	Old Lycoming	18	-	12	-
	Total	-	220	-	184
Total Firm Contract			219.1 (3,5&6)		183.5 (4,5&6)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS, LSS and SS-2. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 21.8 MMCF/D delivered under Rate Schedule X-234.
(6) Includes 3.937 MMCF/D delivered for Enmark Gas Corporation under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PECO ENERGY COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
14	West Parkesburg	11	-	8	-
	Coatsville	12	-	8	-
	Total	-	21	-	13
14-L	Kennett Square	10	-	6	-
	Pottstown	13	-	7	-
	Total	-	23	-	13
15	Chester	43	-	49	-
	Concord	22	-	22	-
	Total	-	65	-	71
16	West Conshohocken	56	-	35	-
	Ivyland	105	-	49	-
	U.S. Steel	83	-	79	-
	Total	-	201	-	163
16-L	Oreland	91	-	42	-
	Total	-	91	-	42
Total Firm Contract			282.5 (3&5)		247.4 (4&5)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and S-2. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 0.219 MMCF/D delivered for Hess Corporation under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PHILADELPHIA GAS WORKS

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
15-L	Richmond	126	-	70	-
	Whitman	104	-	60	-
	Total	-	142	-	130
16-L	Ashmead Road	40	-	41	-
	Oreland	34	-	45	-
	Total	-	64	-	60
16-L	Somerton	36	-	42	-
	Total	-	36	-	42
Total Firm Contract			226.1 (3)		219.0 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and S-2. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PSEG ENERGY RESOURCES AND TRADE, LLC

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
15	Camden	35	-	32	-
	Camden Paperboard	31 (12)	-	31 (13)	-
	Brooklawn	29	-	26	-
	Nolte	12	-	12	-
	W. Deptford No. 2	63	-	63	-
	Pennsauken	53	-	48	-
	Mt. Laurel	124 (18)	-	115 (18)	-
	Westampton	94	-	86	-
	Burlington	100	-	100	-
	Hamilton	124 (19)	-	114 (19)	-
	Mercer	116	-	116	-
	Trenton	42	-	36	-
	Hydrocarbon	1	-	1	-
	Total	-	429 (7&16)	-	330 (8&17)
17	Piles Creek	352	-	350	-
	Sewarren	48	-	48	-
	Central	126	-	126	-
	Edison	81	-	81	-
	Squibb	6	-	6	-
	Sayreville	38	-	105	-
	Belle Mead	2	-	2	-
	Total	-	400 (10)	-	423 (11)
18	Clifton	40	-	10	-
	Montclair College	3 (14)	-	3 (15)	-
	Roseland	192	-	80	-
	Chatham	34	-	18	-
	Gillette	50	-	48	-
	Bridgewater	44	-	44	-
	Hoescht-Celanese	3	-	3	-
	Total	-	301	-	111

(See footnotes on Sheet No. 403)

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

PSEG ENERGY RESOURCES AND TRADE, LLC

(Continued)

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
19	Bergen (Ridgefield)	212	-	211	-
	Paterson	44	-	44	-
	Emerson	80	-	31	-
	Fairlawn	2	-	1	-
	Paramus	181 (20)	-	90 (20)	-
	East Rutherford	247	-	135	-
	Harrison	80	-	80	-
	Hudson Marion	346	-	242	-
	Kearny	68	-	68	-
	Essex	100	-	100	-
	Total	-	649 (5)	-	555 (5)
Total Firm Contract			1530.3 (3,6&9)		1045.5 (4,6&9)

Notes: (Certain footnotes refer to Sheet No. 402)

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules X-274, X-275, FT, FTF, GSS, LG-A, LNG, S-2, LSS, SS-1 and FTA. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules X-274, X-275, FT, FTF, FTA and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 70.000 MMCF/D of FT (Market Area) received from Tennessee at Rivervale. To the extent these volumes are not received the 639 MMCF/D and 545 MMCF/D Facility Group DPE quantities are reduced correspondingly.
(6) Includes 6.222 MMCF/D delivered for Noble Energy, Inc. under Rate Schedule FT.
(7) The sum of Camden, Camden Paperboard, Brooklawn, Nolte and West Deptford No. 2 may not exceed 72.
(8) The sum of Camden, Camden Paperboard, Brooklawn, Nolte and West Deptford No. 2 may not exceed 66.
(9) Includes 5.797 MMCF/D delivered for SLG, Inc. under Rate Schedule FTF.
(10) The sum of Facility Groups 17 and 19 may not exceed 872.
(11) The sum of Facility Groups 17 and 19 may not exceed 724.
(12) The sum of Camden and Camden Paperboard may not exceed 35.
(13) The sum of Camden and Camden Paperboard may not exceed 32.
(14) The sum of Clifton and Montclair State College may not exceed 40.
(15) The sum of Clifton and Montclair State College may not exceed 10.
(16) The sum of Mt. Laurel, Westampton and Burlington may not exceed 218.
(17) The sum of Mt. Laurel, Westampton and Burlington may not exceed 201.
(18) Includes 14.493 MMCF/D delivered for PSEG Power, LLC under Rate Schedule FT.
(19) Includes 24.155 MMCF/D delivered for PSEG Power, LLC under Rate Schedule FT.
(20) Includes 9.662 MMCF/D delivered for PSEG Power, LLC under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

SOUTH JERSEY GAS COMPANY

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
15	Prospect	21	-	18	-
	Repaupo	102	-	102	-
	Harmony Road	98	-	81	-
	Shell	3	-	3	-
	West Deptford	10	-	10	-
	Woodbury	101	-	63	-
	Lawnside	105 (5)	-	52 (6)	-
	Total	-	359	-	288
Total Firm Contract			358.5 (3)		285.1 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS, LG-A, S-2, LSS, SS-1 and SS-2, plus the volume of gas in MMCF/D previously flowing under Rate Schedules FT-NT, X-281 and X-323. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS, plus the volume of gas in MMCF/D previously flowing under Rate Schedules FT-NT and X-281. Available firm quantities limited to individual rate schedule provisions.
(5) The sum of Woodbury and Lawnside may not exceed 190.
(6) The sum of Woodbury and Lawnside may not exceed 100.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

SUNOCO, INC. (R&M)

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
15	Marcus Hook	40	-	40	-
	Sunolin	19	-	17	-
	Total	-	40	-	40
Total Firm Contract			40.0 (3)		40.0 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedule FT. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

UGI CENTRAL PENN GAS, INC.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
20	Windgap	2	-	2	-
	Palmerton	11	-	11	-
	Total	-	13	-	13
21	Wyoming	5	-	2	-
	Hughesville	1	-	1	-
	Total	-	5	-	3
22	Avis	6	-	7	-
	Total	-	6	-	7
Total Firm Contract			26.5 (3&5)		20.0 (4&5)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and LG-A. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS. Available firm quantities limited to individual rate schedule provisions.
(5) Includes 3.9 MMCF/D for Enmark, Inc. and 2.2 MMCF/D for Horsehead Corporation and 1.0 MMCF/D of Columbia assignment under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
(Continued)

ZONE 6

DAILY FACILITY GROUP AND DELIVERY POINT ENTITLEMENTS

UGI UTILITIES, INC.

Facility Group Geographical Area	Delivery Points	Quantities In MMCF/D @ 14.7 PSIA: Winter Period (1) Delivery Point Maximum DPE	Winter Period (1) Facility Group Maximum DPE	Summer Period (2) Delivery Point Maximum DPE	Summer Period (2) Facility Group Maximum DPE
14	Quarryville	1	-	1	-
	Total	-	1	-	1
14L	Coventry	10	-	6	-
	Total	-	11	-	6
20	Allentown	19	-	19	-
	Hazelton	20	-	17	-
	Total	-	39	-	36
21	Humboldt	14	-	13	-
	Total	-	14	-	13
Total Firm Contract			45.7 (3)		37.4 (4)

Notes:

(1) Winter Period is October through April.
(2) Summer Period is May through September.
(3) Includes presently authorized firm service under Rate Schedules FT, GSS and SS-2, plus the volume of gas in MMCF/D previously flowing under Rate Schedule FT-NT. Available firm quantities limited to individual rate schedule provisions.
(4) Includes presently authorized firm service under Rate Schedules FT and GSS, plus the volume of gas in MMCF/D previously flowing under Rate Schedule FT-NT. Available firm quantities limited to individual rate schedule provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

20. POLICY FOR CONSTRUCTION OF INTERCONNECT FACILITIES

20.1 General. This policy applies to any interconnect facilities for the receipt of gas into Seller's system or the delivery of gas out of Seller's system. References herein to the term interconnect facilities include new interconnect facilities, including delivery laterals on which Seller will provide firm transportation service to Buyer under Seller's Rate Schedule FDLS and modifications to existing interconnect facilities. The provisions of this policy do not apply to facilities that are built as part of an expansion of Seller's mainline system, including without limitation mainline compression or looping facilities, or mainline extensions. Nothing in this tariff shall require Seller to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act (NGA). Further, nothing in this tariff shall prevent Seller from contesting an application for service filed pursuant to Section 7(a) of the NGA.

20.2 Requests for Interconnect Facilities. A party desiring the construction of interconnect facilities shall deliver to Seller a written request for such facilities that provides reasonably sufficient and reliable information for Seller to assess the operational impacts that construction of the facilities will have on Seller's pipeline system and to properly design and size the facilities, including, but not limited to, the proposed location of the facilities, the anticipated minimum and maximum hourly, daily, monthly and annual volume levels of service underlying the need for the facilities, anticipated pressures, constituents of the gas (for receipt interconnects) and such other data as is reasonably required by Seller to construct and operate the facilities.

20.3 Disposition of Requests. Seller will respond to each request for interconnect facilities within 60 days after receiving the request. Each request will be assessed in a manner that is not unduly discriminatory. If the requested interconnect facilities are operationally feasible (as hereinafter defined), Seller will grant the request to construct the facilities.

The interconnect facilities shall be considered operationally feasible if (1) the construction or operation of the facilities will not create any significant operational problems for Seller, (2) the facilities will not adversely affect the rendition of existing firm service to Buyers under any of Seller's firm service rate schedules or adversely alter the operation of Seller's pipeline system, and (3) the location of the interconnect is mutually agreeable (Seller will not deny the requested location without adequate operational, environmental, safety, contractual or legal justification).

GENERAL TERMS AND CONDITIONS
(Continued)

20. POLICY FOR CONSTRUCTION OF INTERCONNECT FACILITIES (Continued)

20.4 Equipment. Seller shall have the right to require the installation of any equipment which is necessary to maintain the merchantability of the gas within its system and the operational integrity of its system, and to enable accurate custody transfer measurement.

20.5 Responsibilities. Subject to the foregoing, the construction, ownership, operation and maintenance of the interconnect facilities will be mutually agreed upon between Seller and the requesting party. Seller shall have the right to be the custody transfer party at the interconnect.

20.6 Support; Compliance. The requesting party shall provide support for any authorizations or permits required by Seller to construct and operate the interconnect facilities. The requesting party shall be responsible for assuring that any facilities that it constructs, owns or operates comply with all applicable governmental regulations and Seller's design requirements for their intended use.

20.7 Payment for Costs Incurred by Seller.

(a) The requesting party shall directly reimburse Seller via an advance payment(s) for all reasonable costs incurred by Seller to design, construct, own, operate and maintain the interconnect facilities, including as appropriate tax related charges and, if applicable, associated operating and maintenance costs directly related to the interconnect; provided, however, that Seller and the requesting party may mutually agree that the requesting party will pay Seller for such costs through an incremental facilities charge applicable to its firm transportation service agreement(s) with Seller which will reflect, as appropriate, all of Seller's capital costs associated with such facilities, including without limitation depreciation, return on equity, related income taxes and all other taxes, and, if applicable, associated operating and maintenance costs.

(b) Notwithstanding the foregoing, Seller and the requesting party may negotiate an alternative cost recovery mechanism.

GENERAL TERMS AND CONDITIONS
(Continued)

20. POLICY FOR CONSTRUCTION OF INTERCONNECT FACILITIES (Continued)

20.7 (c) If Seller is unable to fully collect all costs associated with the interconnect facilities from the requesting party, Seller will not seek to recover such costs from other Buyers in future rate proceedings.

20.8 Interconnect Agreement. The terms governing the liabilities of the parties and the design, construction, ownership, operation and maintenance of, and payment for, the interconnect facilities shall be set forth in an interconnect agreement between Seller and the requesting party.

20.9 Waiver. Seller reserves the right to seek a waiver of any of these provisions, for good cause shown.

21. RATE ZONES

21.1 Gas service under this tariff is divided into eight zones:

Zone 1 includes all of Seller's system located at or upstream of the discharge side of Compressor Station No. 30, including Seller's mainline and Seller's McMullen, Padre Island and Central Texas Gathering System Laterals.

Zone 2 includes all of Seller's facilities located downstream of the discharge side of Compressor Station No. 30 up to and including the discharge side of Compressor Station No. 45, including Seller's Southwest Louisiana Gathering System, North High Island System and Seller's facilities upstream or in the vicinity of the High Island Offshore System and the U-T Offshore System.

Zone 3 includes all of Seller's facilities located downstream of the discharge side of Compressor Station No. 45 up to and including the discharge side of Compressor Station No. 65, including Seller's Central Louisiana Gathering System and Southeast Louisiana Gathering System.

Zone 4 includes all of Seller's facilities located downstream of the discharge side of Seller's Compressor Station No. 65 up to the Georgia-South Carolina State Boundary excluding all of Seller's facilities located in Zone 4A.

Zone 4A includes all of Seller's facilities located on the Mobile Bay Lateral downstream of the suction side of Compressor Station No. 82 to an interconnection with Transco's main line near Butler in Choctaw County, Alabama.

Zone 4B includes all of Seller's facilities on the Mobile Bay Lateral extending from Main Pass Block 261, East Addition, Offshore Alabama to Compressor Station No. 82.

Zone 5 includes the area between the Georgia-South Carolina State Boundary and the Virginia-Maryland State Boundary.

Zone 6 includes the area between the Virginia-Maryland State Boundary and the termini of Seller's system in the New York Metropolitan Area.

21.2 The Rate Schedules FDLS and IDLS delivery laterals are as follows:

22. POLICY FOR CONSOLIDATION OF SERVICE AGREEMENTS

22.1 Seller and Buyer may mutually agree to consolidate (and terminate, as necessary) multiple service agreements into a single service agreement provided the service agreements to be combined meet the following threshold requirements.

(a) The service agreements are with the same Buyer, under the same rate schedule, have the same contract path and the same rate:

(i) Service agreements shall be considered to have the same contract path when the firm contract paths (as defined by those receipt and delivery points specified in the service agreements) to be combined have the same furthermost upstream receipt point and the same furthermost downstream delivery point eligible for nomination in accordance with Section 28 of the General Terms and Conditions of Seller's tariff;

(ii) Service agreements shall be considered to have the same rate when the maximum rate applicable to each service agreement and the actual rate being charged under each service agreement are the same for each zonal combination; and

(b) None of the service agreements pertain to capacity acquired through temporary capacity release; and

(c) There are no seasonal differences among the service agreements; and

(d) The service agreements have the same termination date, or Buyer and Seller have mutually agreed to a single termination date under the consolidated service agreement. Section 44 of the General Terms & Conditions addresses extensions of Part 284 service agreements.

22. POLICY FOR CONSOLIDATION OF SERVICE AGREEMENTS (Continued)

22.2 Subject to the foregoing, Seller will permit service agreements to be consolidated provided the following conditions are met:

(a) Buyer's and Seller's rights and obligations under the consolidated service agreement will be the same as Buyer's and Seller's collective rights and obligations under the individual service agreements prior to consolidation; and

(b) The consolidation will not, in Seller's sole opinion, affect Seller's ability to provide firm service to Buyer or other Buyers; and

(c) The consolidation will not, in Seller's sole opinion, place an unreasonable burden on Seller or impose an adverse financial impact on Seller; and

(d) Any regulatory authorizations required to effectuate the consolidation are granted in a manner acceptable to Seller and Buyer.

22.3 Termination of service agreements, if required as part of the consolidation process, shall not initiate right-of-first-refusal procedures, or initiate the procedures for allocating available firm capacity as set forth in Section 49 of the General Terms and Conditions.

22.4 All rights and obligations specified in the individual service agreements to be consolidated will be specified in the consolidated service agreement.

22.5 Seller's agreement to consolidate service agreements pursuant to this Section 22 shall not be withheld or granted in an unduly discriminatory manner.

GENERAL TERMS AND CONDITIONS
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23. RESTATEMENT OF QUANTITIES IN THERMAL UNITS

(a) To the extent that any provision of any Rate Schedule or related Service Agreement references a rate or rates per Mcf, such provision shall be restated to reference a rate or rates per dt.

(b) Except as otherwise set forth in this Section 23, for all purposes under Seller's FERC Gas Tariff, including without limitation determining Seller's maximum daily delivery obligation under Seller's FT, FT-G, FTN, GSS, LG-A, ESS and SS-2 Rate Schedules, determining the dekatherm equivalents of quantities expressed in Mcf, and applying rates expressed in amounts per dt, any "Daily Sales Entitlement", "Transportation Contract Quantity", "TCQ", "Storage Demand", "Storage Demand Quantity", "Storage Injection Quantity", "Storage Capacity Quantity", "Temporary Storage Demand", "Temporary Storage Capacity Quantity", "Liquefaction Demand", or "Liquefaction Capacity Quantity" referenced or set forth in any Rate Schedule or Service Agreement that is expressed in Mcf shall be restated in dt by multiplying the quantity in Mcf set forth in such Rate Schedule or Service Agreement by a conversion factor of 1.035 dt per Mcf.

(c) With regard to Seller's S-2 Rate Schedule, for purposes of determining Seller's maximum daily delivery obligation thereunder, determining the dekatherm equivalents of quantities expressed in Mcf, and applying rates expressed in amounts per dt, any "Contract Storage Demand" or "Storage Capacity Quantity" referenced or set forth in such Rate Schedule or related Service Agreement that is expressed in Mcf shall be restated in dt by multiplying the quantity in Mcf set forth in such Rate Schedule or Service Agreement by a conversion factor of 1.016 dt per Mcf.

24. GAS RESEARCH INSTITUTE VOLUNTARY CONTRIBUTIONS

Gas Research Institute (GRI), an Illinois not for profit corporation, has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public. Pursuant to the GRI Settlement as approved by the Commission in Docket Nos. RP97-149, et al., Seller will provide a "check the box" option on invoices for Buyers to voluntarily contribute funds to GRI. Seller shall remit to GRI all monies received by virtue of the Voluntary Contribution Mechanism.

25. MONTHLY IMBALANCE RESOLUTION

Cumulative daily Transportation or OBA Imbalances shall be subject to the following imbalance resolution procedures, however specific imbalance resolution procedures may be further delineated in an OBA.

25.1 (a) Definition of OBA Imbalance: "OBA Imbalance" shall mean any difference between the actual measured quantities and scheduled quantities at a Receipt or Delivery Point (or multiple points covered by a common OBA) on a gas day.

(b) Definition of Transportation Imbalance: "Transportation Imbalance" shall mean the difference between a Buyer's allocated receipts (adjusted for fuel) and allocated deliveries under any firm, interruptible or liquefiable transportation agreement. All imbalances will be calculated on a daily basis and designated to be at the point of receipt.

(c) Definition of a Positive Imbalance: A Positive Imbalance shall mean that excess receipts under a transportation agreement, excess measured quantities under a Receipt OBA, or excess scheduled quantities under a Delivery OBA are "Due To" (DT) a Buyer or OBA Party.

(d) Definition of a Negative Imbalance: A Negative Imbalance shall mean that excess deliveries under a transportation agreement, excess scheduled quantities under a Receipt OBA or excess measured quantities under a Delivery OBA are "Due From" (DF) a Buyer or OBA Party.

(e) Definition of Trading Period: The "Trading Period" shall be the period beginning on the 1st calendar day following the end of the immediately preceding month through the end of the 17th business day following the end of such preceding month.

25.2 Buyer or OBA Party may elect, in writing, for each contract, at least one day prior to a current month, that imbalances created as a result of post-month changes to prior month receipt or delivery allocation, measurement or other adjustments (Prior Period Adjustments) made in that current month, may either be: (1) incorporated into Buyer's or OBA Party's current month imbalance calculation for imbalance resolution purposes, or (2) cashed out at the average of the weekly Reference Spot Prices applicable to the month of gas flow pursuant to Section 37.1(a) of the General Terms and Conditions. Such election shall remain in effect for subsequent months until changed by Buyer or OBA Party. If no election is made, Prior Period Adjustments shall be incorporated into Buyer or OBA Party's current month imbalance calculation for imbalance resolution purposes.

25. MONTHLY IMBALANCE RESOLUTION (Continued)

25.3 Netting and Trading of Transportation Imbalances: For each month, Seller will separately aggregate Buyer's Transportation Imbalances at the contract level, within each zone within an OIA. During the Trading Period, Buyer may trade the previous month's Transportation Imbalances between Buyer's own contract(s) or with other Buyers' contract(s) within zones or across zones within each OIA. Trading will be allowed when (i) Transportation Imbalances are traded within the same OIA and (ii) the resulting trade will reduce the Transportation Imbalance for each Buyer. Transportation Imbalances cannot be traded with OBA Imbalances. At the end of the Trading Period, any remaining Transportation Imbalances will be netted for each Buyer within each zone within an OIA.

25.4 Trading Fee for Transportation Imbalances: When Buyers trade across zones within an OIA, the Buyer holding a positive Transportation Imbalance shall pay Seller the applicable trading fee. If the positive Transportation Imbalance being traded is associated with a firm service contract, Buyer shall pay the applicable firm trading fee which shall be the mileage component of the currently effective Rate Schedule FT commodity rate for the zones of trade, excluding the zone of delivery, times the quantity traded across zones (after Seller retains fuel for the zones of trade excluding the zone of receipt). If the positive Transportation Imbalance traded is associated with an interruptible service contract, Buyer shall pay the applicable interruptible trading fee which shall be the mileage component of the currently effective Rate Schedule IT rate for the zones of trade, excluding the zone of delivery, times the quantity traded across zones (after Seller retains fuel for the zones of trade excluding the zone of receipt). The firm and interruptible trading fees and the trading fuel retention percentages are included on currently effective Sheet Nos. 87 and 88 of this Tariff. The trading fee and trading fuel retention percentage do not apply to any backhaul portion of a trade. The mileage components of Seller's Rate Schedule FT commodity rate and IT rate, and fuel retention percentages may change from time to time as reflected in Seller's FERC Gas Tariff filed with and approved by the Federal Energy Regulatory Commission. To the extent Seller's Rate Schedule FT commodity rates, IT rates and fuel retention percentages are assessed subject to refund, the trading fee shall also be assessed subject to refund.

25.5 Final Resolution of Transportation Imbalances: If Buyer has an imbalance remaining after the close of the Trading Period and final netting, as set forth in Section 25.3 above, such imbalance will be cashed out in accordance with the cash out provisions set forth in Section 37.1 of the General Terms and Conditions.

25.6 Netting and Trading of OBA Imbalances: For each month, Seller will separately determine for each OBA agreement, the net Receipt Point OBA Imbalances and net Delivery Point OBA Imbalances, within each zone within an OIA; provided however, Receipt Point OBA Imbalances and Delivery Point OBA Imbalances will not be netted together. For those points that are bi-directional, the net direction of the receipt and delivery quantities transported each month will determine whether the point will be identified as an OBA receipt point or an OBA delivery point. During the Trading Period, trading of the previous month's netted OBA Imbalances will be allowed within each OIA between OBA parties unless otherwise provided in the OBA. Trading will be allowed when (i) OBA Imbalances are traded within the same OIA and (ii) the resulting trade will reduce the OBA Imbalances for each OBA party; provided however, Receipt Point OBA Imbalances cannot be traded with Delivery Point OBA Imbalances.

25. MONTHLY IMBALANCE RESOLUTION (Continued)

25.7 Trading Fee for OBA Imbalances: When an OBA Party trades across zones within an OIA, the OBA Party holding a positive OBA Imbalance shall pay Seller the applicable interruptible trading fee which shall be the mileage component of the currently effective Rate Schedule IT rate for the zones of trade, excluding the zone of delivery, times the quantity traded across zones (after Seller retains fuel for the zones of trade excluding the zone of receipt). The interruptible trading fees and the trading fuel retention percentages are included on currently effective Sheet Nos. 87 and 88 of this Tariff. The trading fee and trading fuel retention percentages do not apply to any backhaul portion of a trade. The trading fee and trading fuel retention percentages may change from time to time as reflected in Seller's FERC Gas Tariff filed with and approved by the Federal Energy Regulatory Commission. To the extent Seller's Rate Schedule IT rates and fuel retention percentages are assessed subject to refund, the trading fee shall also be assessed subject to refund.

25.8 Final Resolution of OBA Imbalances: If an OBA Party has an OBA Imbalance remaining after the close of the Trading Period, Seller and the OBA Party shall resolve the resulting OBA Imbalance in accordance with the procedures set forth in the OBA. The imbalance resolution provisions of an OBA that are negotiable are limited to: (1) the option to choose for final resolution of imbalances either cash out only, in-kind with a cash out option, or all in-kind; (2) the percentage that will be returned in-kind if the option to resolve imbalances in-kind with a cash out option is chosen for final imbalance resolution; (3) alternate cash out prices using different Reference Spot Prices and/or publications; and (4) whether or not the OBA may trade imbalances consistent with Section 25.6 above.

If an OBA Party agrees to the all in-kind imbalance resolution procedure and that OBA Party fails to resolve imbalances in-kind and such remaining imbalance quantity is greater than 1,000 dt (including any unresolved imbalances from previous month(s)) by the 17th business day of the month following the production month, the OBA Party will pay a fee equal to the cumulative imbalance quantity remaining at the end of the 17th business day multiplied by one times the "first day of service" PAL charge plus twenty nine times the "each consecutive day of service" PAL charge as set forth on currently effective Sheet No. 36 of this Tariff. Payment of the fee does not absolve the OBA Party of its obligation to resolve any imbalance in-kind. Any revenues received in association with this fee shall be accounted for as part of Seller's imbalance cash out program, pursuant to Section 15, herein.

25.9 All balancing shall be based on the zone of receipt within an OIA. Buyer or OBA Party may nominate transactions (in accordance with Section 28 of the General Terms and Conditions) during the month to correct imbalances in the zone within an OIA. Seller's ability to receive or deliver imbalance quantities shall be dependent upon Seller's physical operations, and Seller is under no obligation to allow receipt or delivery of such quantities for resolution of imbalances if it determines, in its sole opinion, such activity would jeopardize pipeline operations.

GENERAL TERMS AND CONDITIONS
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26. CHANGES IN RATES FOR STORAGE SERVICE RATE SCHEDULES TO REFLECT CHANGES BY PIPELINE PROVIDING STORAGE SERVICE TO SELLER

26.1 Application - This Section sets forth the procedures to change Seller's rates in the S-2 rate schedule when the pipeline providing storage service utilized in such rate schedule changes the rates and charges payable by Seller for such storage service and to flow-through refunds received from such pipeline.

26.2 Rate Schedule S-2

(a) Rate Change - The charges under Rate Schedule S-2 are shown on effective Sheet No. 24 of Volume No. 1 of this Tariff. A change by Texas Eastern in the charges payable by Seller under Rate Schedule X-28 shall, if such change is a reduction, and may if such change is an increase, be reflected in Seller's S-2 rate schedule by converting Texas Eastern's changed rates to Seller's tariff basis.

(b) Refunds - Within thirty (30) days of the receipt thereof, Seller shall refund to its customers all amounts refunded to Seller by Texas Eastern under Texas Eastern's Rate Schedule X-28, including any interest paid by Texas Eastern. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Texas Eastern.

(c) Rate Reduction - Within forty-five (45) days of any reduction by Texas Eastern in its X-28 rates, Seller shall reduce its S-2 rates to reflect such reduction.

26.3 Procedure - A rate change filing under this Section 26 shall be by the following procedure:

(a) Effective Date - The effective date of a change, including a rate reduction under Section 26.2 (c) hereof, shall, if possible, be at least forty-five (45) days from the date of filing of such change: provided, however, such effective date shall be coincident with the effective date of the filing by the pipeline reflected in such change.

(b) Material to be Filed - Seller shall file with the Commission and serve on all customers and interested state commissions the computation of the change pursuant to this Section 26 and the revised Sheet No. 24. Such filing of the computations and tariff sheet shall be sufficient as a rate change filing, irrespective of any additional requirements of the Rules and Regulations of the Commission under the Natural Gas Act.

27. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION

27.1 Application. This Section of the General Terms and Conditions is filed pursuant to Section 154.402 of the Federal Energy Regulatory Commission's Regulations and Order No. 472 issued May 29, 1987. This Section authorizes Seller to recover from Buyers the annual charge assessed to Seller by the Commission for Commission budgetary expenses. Seller shall recover this charge by including in Seller's storage and transportation rates a per unit rate equivalent to the per dt charge assessed against Seller by the Commission. When Seller provides service to Buyer under multiple transaction arrangements on Seller's system, Seller will assess the ACA charge only once on the same volume of gas. During the effectiveness of this ACA provision, it is Seller's intent not to recover in an NGA Section 4 rate case any annual charges recorded in FERC Account No. 928 assessed to Seller by the Commission pursuant to Order No. 472.

27. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION (Continued)

27.2 Definitions

(a) Effective Date. Seller shall adjust its rates annually to be effective each October 1. Seller shall comply with the notice requirements of Section 154.207 of the Commission's Regulations.

(b) Unit Rate. Seller's Unit Rate shall be the unit rate used by the Commission to determine the annual charge assessment to Seller adjusted, as appropriate, to a thermal basis.

(c) Affected Rate Schedules. The affected rate schedules are all sales and transportation rate schedules contained in Seller's Volume No. 1 and Volume No. 2 FERC Gas Tariff and all transportation performed under Part 284 of the Commission's Regulations.

27.3 Procedures to Determine Annual Charge Adjustment (ACA) Unit Rate.

Seller shall determine the ACA Unit Rate by using the unit rate used by the Commission to determine Seller's annual charge adjustment and adjust such unit rate, as appropriate, to a thermal basis. Seller shall round such unit rate to the nearest one-hundredth of one cent ($0.0001).

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS

28.1 Nominations

(a) Buyer shall notify or cause Seller to be notified of Buyer's receipt and delivery requirements under all firm and interruptible storage and transportation rate schedules in advance of such requirements. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. At a receipt or delivery point, the lesser of rule (as identified in NAESB Standard 1.3.22, Version 1.3) applies when confirming. With respect to Buyer's desired levels of service under firm and interruptible transportation rate schedules, a nomination made through electronic data interchange shall include all mandatory Commission-approved data elements; for a nomination made through 1Line Buyer shall furnish Seller the following:

(i) Buyer's Contract and ID;

(ii) the desired receipt and delivery points, the corresponding daily quantities, and the schedule ranks;

(iii) the upstream contract and party who will deliver gas to Buyer, if applicable;

(iv) the downstream contract and party who will receive gas from Buyer, if applicable;

(v) the begin and end dates upon which such deliveries are desired, provided the nomination begin and end dates are within the term of Buyer's contract; and

(vi) transaction type.

GENERAL TERMS AND CONDITIONS
(Continued)

27. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION (Continued)

27.2 Definitions

(a) Effective Date. Seller shall adjust its rates annually to be effective each October 1. Seller shall comply with the notice requirements of Section 154.207 of the Commission's Regulations.

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(i) Buyer's Contract and ID;

(ii) the desired receipt and delivery points, the corresponding daily quantities, and the schedule ranks;

(iii) the upstream contract and party who will deliver gas to Buyer, if applicable;

(iv) the downstream contract and party who will receive gas from Buyer, if applicable;

(v) the begin and end dates upon which such deliveries are desired, provided the nomination begin and end dates are within the term of Buyer's contract;

(vi) transaction type; and

(vii) deal type for all nominations with a receipt from the Station 85 pooling point which will denote gas that is subject to the Zone 4 usage and fuel retention and gas that is not subject to the Zone 4 usage and fuel retention.

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.1 (a) (vii) All nominations should be considered original nominations and should be replaced to be changed. An original nomination shall apply to each cycle within the gas day unless the nomination is revised. In that event, the revised nomination shall apply to subsequent cycles within the gas day. Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

All nominations for storage or transportation service must be made electronically through 1Line or by electronic data interchange. However, in the event of a failure of electronic nomination communication equipment, Internet, or third party service provider, or other similar emergency event which constitutes an event of force majeure pursuant to Section 11.1 of these General Terms and Conditions, Buyer may submit and Seller will accept written nominations, provided that such force majeure events are documented by an affidavit provided by Buyer to Seller within 24 hours of such event. Any such requests by Buyer for emergency treatment shall be handled on a not unduly discriminatory basis.

(b) Buyer's nomination and schedule ranks, to be deemed timely, must conform to the following timeline (the nomination timeline shall be Central Clock Time on the day prior to gas flow):

11:30 a.m.	Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange
11:45 a.m.	Receipt of nomination by Seller through electronic data interchange, including from Title Transfer Tracking Service Providers (TTTSPs)
12:00 p.m.	Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange
3:30 p.m.	Receipt of completed confirmations by Seller from upstream and downstream connected operating entities
4:30 p.m.	Scheduled quantities made available by Seller for receipt by Shipper and point operator

(c) Buyer's nomination and schedule ranks for intraday cycles will conform to the following timelines.

(i) Seller will accept nominations and schedule ranks for a gas day which are received after the timely nomination and ranking deadlines identified in Section 28.1(b) until 6:00 p.m. Central Clock Time the day before gas flows (Evening Nomination).
Evening Nomination Cycle:

6:00 p.m.	Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange
6:15 p.m.	Receipt of nomination by Seller through electronic data interchange, including from TTTSPs
6:30 p.m.	Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange

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(Continued)

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.1 (a) (viii) All nominations should be considered original nominations and should be replaced to be changed. An original nomination shall apply to each cycle within the gas day unless the nomination is revised. In that event, the revised nomination shall apply to subsequent cycles within the gas day. Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

All nominations for storage or transportation service must be made electronically through 1Line or by electronic data interchange. However, in the event of a failure of electronic nomination communication equipment, Internet, or third party service provider, or other similar emergency event which constitutes an event of force majeure pursuant to Section 11.1 of these General Terms and Conditions, Buyer may submit and Seller will accept written nominations, provided that such force majeure events are documented by an affidavit provided by Buyer to Seller within 24 hours of such event. Any such requests by Buyer for emergency treatment shall be handled on a not unduly discriminatory basis.

(b) Buyer's nomination and schedule ranks, to be deemed timely, must conform to the following timeline (the nomination timeline shall be Central Clock Time on the day prior to gas flow):

11:30 a.m.	Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange
11:45 a.m.	Receipt of nomination by Seller through electronic data interchange, including from Title Transfer Tracking Service Providers (TTTSPs)
12:00 p.m.	Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange
3:30 p.m.	Receipt of completed confirmations by Seller from upstream and downstream connected operating entities
4:30 p.m.	Scheduled quantities made available by Seller for receipt by Shipper and point operator

(c) Buyer's nomination and schedule ranks for intraday cycles will conform to the following timelines.

(i) Seller will accept nominations and schedule ranks for a gas day which are received after the timely nomination and ranking deadlines identified in Section 28.1(b) until 6:00 p.m. Central Clock Time the day before gas flows (Evening Nomination).
Evening Nomination Cycle:

6:00 p.m.	Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange
6:15 p.m.	Receipt of nomination by Seller through electronic data interchange, including from TTTSPs
6:30 p.m.	Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.1 (c) (i) 9:00 p.m. Receipt of completed confirmations by Seller from upstream and downstream connected operating entities

10:00 p.m. Seller to provide scheduled quantities to affected Buyers and point operators, and provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations shall be effective at 9:00 a.m. on gas day.

(ii) Seller will accept nominations and schedule ranks for a gas day which are received after the nomination and ranking deadlines identified in Section 28.1(b) and 28.1(c)(i) until 10:00 a.m. Central Clock Time of the affected gas day (Intraday 1 Nomination (ID1)).

ID1 Cycle:

10:00 a.m. Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange

10:15 a.m. Receipt of nomination by Seller through electronic data interchange, including from TTTSPs

10:30 a.m. Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange

1:00 p.m. Receipt of completed confirmations by Seller from upstream and downstream connected operating entities

2:00 p.m. Seller to provide scheduled quantities to affected Shippers and point operators, and provide scheduled quantities to bumped parties (notice to bumped parties)

Scheduled quantities resulting from ID1 shall be effective at 5:00 p.m. on gas day.

(iii) Seller will accept nominations and schedule ranks for a gas day which are received after the nomination and ranking deadlines identified in Section 28.1(b), 28.1(c)(i), and 28.1(c)(ii) until 5:00 p.m. Central Clock Time of the affected gas day (Intraday 2 Nomination (ID2)).

ID2 Cycle:

5:00 p.m. Electronic nomination leaves control of the Buyer for nominations submitted by either 1Line or electronic data interchange

5:15 p.m. Receipt of nomination by Seller through electronic data interchange, including from TTTSPs

5:30 p.m. Quick response by Seller regarding validity of data elements of nominations received through electronic data interchange

8:00 p.m. Receipt of completed confirmations by Seller from upstream connected operating entities

9:00 p.m. Seller to provide scheduled quantities to affected Shippers and point operators.

Scheduled quantities resulting from ID2 shall be effective at 9:00 p.m. on gas day. Bumping is not allowed during the ID2 Cycle.

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(Continued)

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.1 (d) Seller will use reasonable efforts to accommodate nominations received after ID2 process as identified in Section 28.1(c)(iii) above provided that:

(i) confirmation of the receipt and delivery quantities is possible with the affected point operators; and

(ii) it is operationally feasible to accommodate the requested nomination.

(e) Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected. Elapsed-prorata-scheduled quantity will apply to all nomination decreases submitted in the ID1 and ID2 cycles.

(f) Seller will publish all bumping notices on 1Line as expeditiously as possible.

(g) For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations (line items as per NAESB Standard 1.2.1) which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

28.2 Allocation of Capacity. In reaching its determination of capacity which Seller anticipates that it will have available to satisfy Buyers' requests for services each day, Seller will use the following order of priority and procedures.

(a) In the event that Seller is required to allocate capacity on its system, it shall give first priority to firm transportation service scheduled within firm transportation contract entitlements. To the extent capacity remains, it shall be allocated among Buyers in the following order:

(i) first, to Buyers scheduling services pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule, or Section 2.6 of Seller's FDLS Rate Schedule; and

(ii) then, ratably as a class, to Buyers paying the maximum rate under the IT Rate Schedule, contracts or Service Agreements scheduling interruptible service to feed downstream firm service arrangements (as described in Section 3.9 of Rate Schedule IT), regardless of the date of such contracts or Service Agreements, provided however, Buyers paying a negotiated rate which exceeds the maximum rate will be considered for purposes of this Section 28.2(a)(ii) to be paying the maximum rate; and

(iii) then, to all other interruptible transportation Buyers pursuant to Section 28.2(b).

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.2 Allocation of Capacity (Continued)

(b) In allocating capacity among Buyers under Section 28.2(a)(iii) or curtailing service among Buyers under Section 28.4(a) Seller shall give interruptible priority based on Buyer's willingness to pay the highest unit rate for such service (not to exceed the maximum rate for such service set forth in Seller's applicable rate schedule) with Buyers paying the highest unit rate, or Buyers, which when given notice of interruption are willing to pay the highest unit rate, receiving first priority and so on (with capacity allocated on a pro rata basis among Buyers willing to pay the same unit rate for such service); provided however, Buyers paying a negotiated rate which exceeds the maximum rate will be considered for purposes of this Section 28.2(b) to be paying the maximum rate.

(c) When it is necessary to allocate capacity or curtail service only in a particular segment of Seller's system, any necessary allocation or reduction shall be implemented in accordance with this Section only in that segment of Seller's system.

(d) Seller agrees to furnish to any Buyer requesting same at Seller's office during reasonable business hours, sufficient information to demonstrate the manner in which the monthly set-up and determinations and allocations of capacity have been made under this Section 28.

28.3 Allocation of Capacity Anticipated to be Available Through Seller's Daily Scheduling Procedure.

In the event capacity becomes available on any day during the month which would enable Seller to render additional service on a daily basis, such additional capacity will be made available to those Buyers requesting service in the same priority order as set forth in Section 28.2.

GENERAL TERMS AND CONDITIONS
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28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.4 Curtailment of Service.

In the event that it becomes necessary for Seller to curtail services on a given day during the month, Seller shall curtail such service as follows:

(a) first, ratably pursuant to Section 28.2(b), to interruptible transportation Buyers except for those Buyers' services included in (b) below; and

(b) then, ratably to Buyers paying the maximum rate under the IT Rate Schedule, contracts or Service Agreements scheduling interruptible service to feed downstream firm service arrangements (as described in Section 3.9 of Rate Schedule IT), regardless of the date of such contracts or Service Agreements; provided however, Buyers paying a negotiated rate which exceeds the maximum rate will be considered for purposes of this Section 28.4(b) to be paying the maximum rate; and

(c) then, ratably, to Buyers scheduling services pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule or Section 2.6 of Seller's FDLS Rate Schedule, and to Buyers scheduling firm transportation service that is not considered secondary.

To the extent curtailments are applicable to a contract (or to transactions within a contract that are charged the same percentage of the maximum rate), Seller will use Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or pro-rata if no ranks are provided by Buyer, to effectuate such curtailments.

28.5 Relief from Capacity Curtailment in Emergency Situations

Seller recognizes that exceptions to the levels of capacity curtailment resulting from this Section 28 may be required in response to emergency situations (including environmental emergencies) during periods of curtailment when capacity in excess of curtailed capacity levels is required to forestall irreparable injury to life or property or to provide for minimum plant protection. Any Buyer seeking emergency relief on this basis shall have the burden of establishing the nature and extent of its problem and the minimum quantity of capacity needed to avoid irreparable injury to life or property or to provide for minimum plant protection. Seller shall not be liable for granting exceptions from capacity curtailment under this Section 28.5 if such exception is based upon information submitted by Buyer to Seller as set forth below. In no event, however, shall the protection by the provisions hereof result in volumes delivered to Buyer in excess of Seller's maximum daily delivery obligation to Buyer at any delivery point under Rate Schedules FT, FTN, FT-G, FDLS, SS-1 Section 7(c) Transportation Service and individually certificated firm transportation rate schedules (excluding deliveries made at that delivery point pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule or Section 2.6 of Seller's FDLS Rate Schedule).

When Buyer declares an emergency situation in order to forestall irreparable injury to life or property, Buyer shall, within 48 hours of such declaration, certify to Seller by sworn affidavit:

(1) to the nature and extent of the emergency;
(2) that all sources of gas available to Buyer, including peak-shaving and storage, have been used to the fullest extent possible;
(3) that all interruptible services of Buyer have been curtailed during such emergency situation;
(4) that no alternate fuel could be used to prevent such emergency situation; and
(5) to a detailed plan to prevent a recurrence of similar emergency conditions.

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.6 Overrun of Entitlement During Capacity Curtailment

All quantities of gas taken by Buyer in excess of Seller's maximum daily delivery obligation to Buyer as curtailed pursuant to this Section 28 shall be subject to the overrun penalties set forth in Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

28.7 Compensation

(a) In the event that the provisions of Section 28.5 are activated by Seller as a result of a force majeure condition or an adverse governmental action, a Buyer receiving priority relief under Section 28.5 pursuant to such activation shall pay compensation, calculated in accordance with Section 28.7(c) below, to other Buyers that experienced greater curtailment as a consequence.

(b) Within thirty days after the end of a month in which Seller has granted priority relief, Seller shall notify each Buyer that experienced greater curtailment ("Excess Curtailed Buyer") as to the quantity of capacity curtailments that such Excess Curtailed Buyer would not have experienced but for the grant of relief (the "Excess Curtailment Quantity"), and shall notify each Buyer that experienced lesser curtailment as to the additional capacity that such Buyer was allocated due to the grant of relief. Seller shall notify all Buyers whose allocations were affected by such relief of the pro rata allocation of the aggregate Excess Curtailment Quantity experienced by all Excess Curtailed Buyers, showing the quantity of capacity to be used for the purpose of determining the amount of compensation owed to each Excess Curtailed Buyer by each Buyer that experienced lesser capacity curtailment. The affected Buyers shall be responsible for resolution of any and all resulting compensation claims between themselves.

(c) The Buyer that experienced lesser curtailment shall pay to the Excess Curtailed Buyer, damages in an amount equal to the one hundred percent (100%) load factor equivalent of the reservation charges applicable to the curtailed transportation capacity multiplied by the difference between (a) the Excess Curtailed Buyer's pro rata capacity curtailment quantity determined under Section 28.4 above and (b) the capacity curtailment quantity determined pursuant to this Section 28. Such payment shall in no way limit the right of Excess Curtailed Buyers to seek further damages in another forum from Buyers that experienced lesser curtailment due to the grant of priority relief pursuant to this Section 28.

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.8 Nominations of Pooling Points

The following requirements shall apply for nominations relating to service under Rate Schedule POOLING:

(a) A Buyer may only submit an aggregation nomination under its firm or interruptible transportation agreement(s) for pooling under that same Buyer's applicable pooling service agreement; and

(b) Gas may be transported from wellhead and interconnect points to either interruptible or firm pooling agreements on either firm or interruptible transportation agreements; and

(c) Gas may be transferred from a Buyer's firm pooling agreement to another Buyer's firm pooling agreement at the same pooling point (pool to pool transfer) on either a firm or an interruptible transportation agreement; and

(d) Gas may be transferred from a Buyer's interruptible pooling agreement to another Buyer's interruptible pooling agreement (pool to pool transfer) only on an interruptible transportation agreement; and

(e) Gas may be transferred from an interruptible pooling agreement to a firm pooling agreement; provided, however, gas may not be transferred from a firm pooling agreement to an interruptible pooling agreement; and

(f) Transportation transactions receiving gas from a firm pooling agreement must be transported on a firm transportation agreement except as otherwise identified above; and

(g) Transportation transactions receiving gas from an interruptible pooling agreement may be transported on either a firm or an interruptible transportation agreement except as otherwise identified above.

(h) Transfers between pooling agreements that occur at the same pooling point shall not be charged a transportation rate nor shall the quantity transferred be reduced for fuel retention.

28. NOMINATIONS; ALLOCATION OF CAPACITY; CURTAILMENT OF SERVICE; AND CONFIRMATIONS (Continued)

28.9 Confirmations

An upstream or downstream operating entity's confirmation, pursuant to Section 28.1 herein, will be applied to subsequent cycles within the gas day unless the operating entity revises such confirmation. In that event, any such revised confirmation will be applied to subsequent cycles within the gas day.

In the event that an upstream or downstream operating entity's confirmation, pursuant to Section 28.1 herein, reduces the scheduled quantities and such reductions are made in aggregate for the point, Seller shall reduce such quantities as follows:

(a) first, ratably pursuant to Section 28.9(b), to interruptible transportation Buyers except for those Buyers' services included in (b) below; and

(b) then, ratably to Buyers paying the maximum rate under the IT Rate Schedule, contracts or Service Agreements scheduling interruptible service to feed downstream firm service; provided, however, Buyers paying a negotiated rate which exceeds the maximum rate will be considered for purposes of this Section 28.8(b) to be paying the maximum rate; and

(c) then ratably to Buyers having scheduled services pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule or Section 2.6 of Seller's FDLS Rate Schedule; and

(d) then, ratably to Buyers having scheduled services previously confirmed pursuant to Section 2.8 of Seller's FT and FT-G Rate Schedules, or Section 2.5 of Seller's FTN Rate Schedule or Section 2.6 of Seller's FDLS Rate Schedule, and to Buyers scheduling firm transportation service that is not considered secondary.

To the extent reductions in the confirmation process are applicable to a contract (or to transactions within a contract that are charged the same percentage of the maximum rate), Seller will use Buyer's provided schedule ranks (in accordance with NAESB defined data sets), or pro-rata if no ranks are provided by Buyer, to effectuate such reductions to the scheduled quantities. Seller shall not allow reductions below the elapsed pro-rata scheduled quantity (as defined in Section 28.1(e) herein) without the express consent of the affected party(s).

GENERAL TERMS AND CONDITIONS
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29. BEST AVAILABLE OPERATIONAL DATA

Seller will provide, on 1Line or by other available means of communication, its best available allocated operational data at receipt and delivery points to Buyer and to the point operator. The allocated quantities on these reports may be used for daily operational allocations and will be subject to change. Seller will also provide, on 1Line or by other available means of communication, its best available imbalance operational data to Buyer and to an OBA Party. The imbalance operational data may be used for adjusting and maintaining a concurrent balance between receipts and deliveries and will be subject to change. The best available operational data will be provided on the day immediately following the close of each gas day.

30. INTERNAL PROCEDURE TO EXAMINE THIRD-PARTY COMPLAINTS TO SELLER IN FAVOR OF A MARKETING FUNCTION EMPLOYEE

30.1 All complaints by Shippers or potential Shippers, whether written or verbal, concerning conduct involving Seller and any Marketing Function Employee (as defined in 18 C.F.R. Section 358.3(d)) employed by Seller or an affiliate of Seller shall be referred to the General Counsel of Seller or the General Counsel's designated representative. The General Counsel shall verbally acknowledge such complaint within forty-eight (48) hours of its receipt. The General Counsel shall prepare a written statement of the complaint which shall contain the name of Complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The General Counsel shall provide a copy of such statement to the Complainant, along with a copy of this procedure.

30.2 The Legal Department, under the direction of the General Counsel, shall conduct a preliminary investigation of the complaint and make one of the following determinations:

(a) The complaint is factually incorrect;

(b) The complaint is factually correct, but there does not appear to be any basis for a claim;

(c) The complaint is factually correct, and there may be a basis for a claim; or

(d) Further investigation is required.

The General Counsel shall communicate the results of the preliminary investigation to Complainant in writing within thirty (30) days after the complaint is received, including, in the case of (c), any course of action which the General Counsel recommends, or in the case of (d), notifying the Complainant that further information is requested concerning the complaint.

GENERAL TERMS AND CONDITIONS
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30. INTERNAL PROCEDURE TO EXAMINE THIRD-PARTY COMPLAINTS BY SELLER IN FAVOR OF A MARKETING FUNCTION EMPLOYEE (Continued)

30.3 If Complainant is not satisfied with the General Counsel's proposed course of action, or if for any reason Complainant desires to pursue the matter further, the following Dispute Resolution Procedure shall be available at the option of the Complainant. The Complainant may make a written request to the Senior Vice President of Seller not later than fifteen (15) days after the General Counsel's decision for a review of the complaint. The Senior Vice President or the Senior Vice President's designated representative shall act as presiding officer of a meeting which shall be scheduled at the earliest convenience of all parties involved. Present at such meeting shall be:

(a) Complainant.

(b) Officer(s) of the department(s) of Seller named in the complaint.

(c) Officer(s) of the department(s) of any affiliate(s) of Seller named in the complaint.

(d) Any employee of Seller or the affiliate(s) named in the complaint as a party to the alleged incident.

(e) Immediate supervisor and supervising officer of department of any employee named in the complaint as a party to the alleged incident.

(f) The attorney or attorneys of the Legal Department who conducted the preliminary investigation of the complaint.

(g) The General Counsel or the General Counsel's designated representative.

(h) Any other person deemed appropriate by the presiding officer.

At the conclusion of the meeting, the presiding officer shall state his or her findings based on the meeting and initiate discussion of possible internal and external actions appropriate for the circumstances.

30.4 Within ten (10) days after such meeting, the presiding officer shall notify the Complainant by letter of the conclusions reached by the presiding officer and the actions, if any, that will be undertaken.

30.5 The parties' participation in the foregoing procedures shall not be construed as a waiver of any legal or administrative rights which the parties may have. In order to facilitate a prompt and equitable resolution of any dispute, the parties, by participating in the meeting contemplated above, shall be deemed to agree that all notes and discussions at such meeting shall be confidential and privileged as in the nature of settlement discussions and shall not be admissible in evidence against any party in any other proceeding.

GENERAL TERMS AND CONDITIONS
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31. WAIVER

31.1 Discretionary Waiver - Seller may waive any of its rights or any obligations of Buyer hereunder as to any specific default that has already occurred or in advance as to any specific, temporary problem, on a case-by-case basis that is not unduly discriminatory.

31.2 Non-Waiver - Notwithstanding the foregoing, no waiver by either Seller or Buyer of any one or more defaults by the other hereunder shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

32. CREDIT WORTHINESS

32.1 Seller shall not be required to provide service to any Buyer who fails to meet Seller's standards for credit worthiness. In this regard Seller may require that Buyer provide the following information:

(a) Current financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then Buyer also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer's financial condition;

(b) A bank reference and at least three trade references;

32. CREDIT WORTHINESS (Continued)

32.1 (c) A written attestation from Buyer that it is not operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a Buyer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction;

(d) A written attestation from Buyer that it is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity; and

(e) A written attestation from Buyer that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

32.2 (a) If Buyer has an ongoing business relationship with Seller, no uncontested delinquent balances should be outstanding for natural gas sales, storage, transportation services or imbalances previously billed by Seller and Buyer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(b) Buyer shall furnish Seller at least annually, and at such other time as is requested by Seller, updated credit information as specified in Section 32.1 for the purpose of enabling Seller to perform an updated credit appraisal. In addition, Seller reserves the right to request such information at any time if Seller is not reasonably satisfied with Buyer's credit worthiness or ability to pay based on information available to Seller at that time.

(c) Seller shall not be required to perform and shall have the ability to suspend service for any Buyer who is or has become insolvent, fails to demonstrate credit worthiness under Section 32.1, fails to timely provide information to Seller as requested in Section 32.2(b), or fails to demonstrate ongoing credit worthiness as a result of credit information obtained pursuant to Section 32.2(b); provided, however, Buyer may receive or continue to receive service if Buyer elects one of the following options:

(i) Payment in advance for up to three (3) months service.

(ii) A standby irrevocable letter of credit in form and substance satisfactory to Seller in a face amount up to three (3) months service. The letter of credit must be drawn upon a bank acceptable to Seller.

(iii) A guaranty in form and substance satisfactory to Seller, executed by a person Seller deems credit worthy, of Buyer's performance of its obligations to Seller.

(iv) Such other form of security as Buyer may agree to provide and as may be acceptable to Seller.

32. CREDIT WORTHINESS (Continued)

32.2 (c) (Continued)

In the event such Buyer fails to immediately prepay the required three months of revenue under 32.2(c)(i) or furnish security under options 32.2(c)(ii), 32.2(c)(iii), or 32.2(c)(iv), Seller may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend further service until security is received.

The insolvency of a Buyer shall be evidenced by the filing of such Buyer or any parent entity thereof of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Buyer or any parent entity thereof bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of, or in respect of the Buyer or any parent entity thereof under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the Buyer or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

33. ORDER OF DISCOUNTS

Seller shall apply discounts to its reservation and commodity charges as follows:

Reservation Charge

Fixed Cost Unit Rate component of the base reservation rate.

Commodity Charge

Fixed Cost Unit Rate component of the base commodity rate (only applicable to interruptible service).

All other charges (Electric Power Unit Rate and ACA surcharge) are included as a component of the minimum rate and as such are not discountable.

GENERAL TERMS AND CONDITIONS
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34. PERIODIC REPORTS

Set forth below are reports required to be filed by Seller pursuant to Commission orders or pursuant to a proceeding initiated under Part 154 or Part 284 of the Commission Regulations.

(a) Pursuant to the "Order Approving Settlements as Modified and Issuing Certificates" issued June 19, 1991 in Docket Nos. CP88-391-004, et al. (55 FERC ¶ 61,446), Seller shall report annually, for the twelve month period ended July 31, the volumes purchased and amounts paid by Seller to each Buyer in connection with Seller's cash out program.

(b) Pursuant to the Commission's order issued December 3, 1993 in Docket No. RP93-162-002 (65 FERC ¶ 61,315), Seller shall report annually, for the twelve month period ended July 31, the volumes purchased and sold and amounts paid and received under each of Seller's Operational Balancing Agreements (OBAs).

GENERAL TERMS AND CONDITIONS
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35. STANDARDS FOR BUSINESS PRACTICES

In addition to the standards which are reflected in other provisions of this tariff, the following definitions, standards, and data dictionaries promulgated by the Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) are incorporated herein by reference in compliance with Commission Order Nos. 587, 587-B, 587-C, 587-G, 587-H, 587-K, 587-M, 587-O, 587-R, 587-S and 587-T issued July 17, 1996, January 30, 1997, March 4, 1997, April 16, 1998, July 15, 1998, April 2, 1999, November 30, 2000, May 1, 2002, March 12, 2003, May 9, 2005 and February 24, 2009, respectively:

(a) Additional Standards

(i) Definitions -
Version 1.8: 0.2.1 through 0.2.3

(ii) Standards -
Version 1.8: 0.3.1 through 0.3.15

(iii) Data Sets/Dictionaries -
Version 1.8: 0.4.1

(b) Nominations

(i) Definitions -
Version 1.8: 1.2.1, 1.2.2, 1.2.4, 1.2.5, 1.2.8 through 1.2.11, 1.2.13 through 1.2.19.

(ii) Standards -
Version 1.8: 1.3.2(v) and (vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.9, 1.3.11, 1.3.13, 1.3.14 through 1.3.16, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23 through 1.3.29, 1.3.31, 1.3.32, 1.3.33, 1.3.35 through 1.3.77, and 1.3.79.

(iii) Data Sets/Dictionaries -
Version 1.8: 1.4.1 through 1.4.7.

(c) Flowing Gas

(i) Definitions -
Version 1.8: 2.2.3, 2.2.4 and 2.2.5

(ii) Standards -
Version 1.8: 2.3.1, 2.3.2, 2.3.3, 2.3.4 through 2.3.8, 2.3.10 through 2.3.13, 2.3.15 through 2.3.23, 2.3.25, 2.3.26 2.3.27, 2.3.29 through 2.3.35, 2.3.40, 2.3.42 through 2.3.58, 2.3.61 through 2.3.65.

(iii) Data Sets/Dictionaries -
Version 1.8: 2.4.1 through 2.4.17, and 2.4.18*.

(* Transco will comply with Version 1.8 of this standard within 90 days following receipt of a request for this standard.)

GENERAL TERMS AND CONDITIONS
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35. STANDARDS FOR BUSINESS PRACTICES (Continued)

(d) Invoicing

(i) Definitions - adopted in tariff.

(ii) Standards -
Version 1.8: 3.3.1 through 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.22, 3.3.23, 3.3.24, and 3.3.26.

(iii) Data Sets/Dictionaries -
Version 1.8: 3.4.1, 3.4.2, 3.4.3 and 3.4.4.

(e) Quadrant Electronic Delivery Mechanism

(i) Definitions -
Version 1.8: 4.2.1 through 4.2.20.

(ii) Standards -
Version 1.8: 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87, 4.3.89 through 4.3.93.

(iii) Data Sets/Dictionaries - none issued.

(f) Capacity Release

(i) Definitions -
Version 1.8: 5.2.1, 5.2.2 and 5.2.3

(ii) Standards -
Version 1.8: 5.3.5, 5.3.7, 5.3.9, 5.3.12, 5.3.14, 5.3.15, 5.3.17 through 5.3.22, 5.3.24, 5.3.26, 5.3.28 through 5.3.43, 5.3.46 through 5.3.52, 5.3.56, 5.3.58, 5.3.59 and 5.3.60.

(iii) Data Sets/Dictionaries -
Version 1.8: 5.4.1, 5.4.2, 5.4.3, 5.4.4*, 5.4.5, 5.4.6 through 5.4.12*, 5.4.13 through 5.4.17, 5.4.18* and 5.4.19*, 5.4.20 through 5.4.22, 5.4.23.

(g) Contracts
Version 1.8: 6.3.3

(h) Internet Electronic Transport

(i) Definitions -
Version 1.8: 10.2.1 through 10.2.38

(ii) Standards -
Version 1.8: 10.3.1, 10.3.3 through 10.3.25

(iii) Data Sets/Elements - none issued.

(* Transco will comply with Version 1.8 of this standard within 90 days following receipt of a request for this standard.)

GENERAL TERMS AND CONDITIONS
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36. GATHERING AFFILIATE(S) STANDARDS OF CONDUCT

(a) Seller will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate(s) undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation or curtailment priority; and

(b) Seller will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end user or Buyer relating to any service by any gathering affiliate(s), or any service by it on behalf of its gathering affiliate(s), or any services in which its gathering affiliate(s) is involved.

GENERAL TERMS AND CONDITIONS
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37. CASH OUT PROVISIONS

37.1 Each month Buyer's or OBA Party's applicable imbalances remaining at the end of the trading period pursuant to Section 25 of the General Terms and Conditions shall be cashed out by zone within an OIA as set forth herein.

(a) Seller, paying the "Buy" price for imbalances "Due To" Buyer or OBA Party; or Buyer or OBA Party paying the "Sell" price for imbalances "Due From" Buyer or OBA Party, shall cash out the imbalance at the applicable current Reference Spot Price "Buy/Sell" established for each zone within an OIA on Seller's system as set forth below:

(i) The Reference Spot Prices for each week in each zone within an OIA will be as follows:

Reference Spot Price Zone 1 - Natural Gas Week* Transco Sta. 30 Price from Natural Gas Weekly Spot Prices

Reference Spot Price Zone 2 - Natural Gas Week* Transco Sta. 45 Price from Natural Gas Weekly Spot Prices

Reference Spot Price Zone 3 - Natural Gas Week* Transco Sta. 65 Price from Natural Gas Weekly Spot Prices

Reference Spot Price Zone 4, 4A and 4B - Natural Gas Week* Transco Zone 4 Price from Natural Gas Weekly Spot Prices

Reference Spot Price Zone 5 - Natural Gas Week* Columbia Appalachia Pooled Price from Natural Gas Weekly Spot Prices

Reference Spot Price Zone 6 - Natural Gas Week* Dominion North Point Price from Natural Gas Weekly Spot Prices. In the event that Natural Gas Week does not publish a spot price for Dominion North Point in any given week(s), Seller will use Natural Gas Week* Dominion South Point Price from Natural Gas Weekly Spot Prices for such week(s).

Seller will use the prices from the "$/MMBTU" column reported in Natural Gas Week* for each week of the month of gas flow and will also include prices from the first weekly publication of the following month to determine the Reference Spot Prices.

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* Natural Gas Week is published by the Energy Intelligence Group, Inc. In the event that Natural Gas Week is no longer published, the successor Energy Intelligence Group, Inc. publication shall be used.

37. CASH OUT PROVISIONS (Continued)

37.1 (a) (Continued)

(ii) For each month, the "Buy" and "Sell" Price for each zone within an OIA shall be based upon the Reference Spot Prices established for that zone within an OIA pursuant to Section 37.1(a)(i) above or alternate cash out prices using different Reference Spot Prices and/or publications mutually agreed upon by Seller and OBA Party as set forth in the OBA.

(b) A Buyer's imbalance percentage for each zone within an OIA shall be calculated by dividing Buyer's imbalance remaining at the end of the trading period in each zone within an OIA by Buyer's total deliveries under transactions nominated with a receipt point in that zone within an OIA.

An OBA Party's imbalance percentage shall be calculated by dividing OBA Party's imbalance remaining at the end of the trading period by the total scheduled quantities at the point(s) covered by the OBA.

(c) At the end of the trading period, if a Buyer's imbalance in a zone within an OIA is "Due From" Buyer and the aggregate imbalance for all Buyers in that zone within an OIA is "Due From" Buyer, such Buyer shall be defined as a majority shipper for that zone within an OIA. A majority shipper shall cash out the imbalance for that zone within an OIA based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (vi) below, times Buyer's total deliveries. Any imbalance in that zone within an OIA that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 2.5% imbalance shall be multiplied by the applicable "Sell" price calculated as a Weighted Average Spot Price for that zone. The Weighted Average Spot Price shall be determined by multiplying the simple average of the weekly Reference Spot Prices calculated pursuant to Section 37.1(a)(i) by the cumulative imbalance quantity for all Buyers that have a "Due To" Buyer imbalance in that zone then, multiplying the highest weekly Reference Spot Price by the net imbalance quantity for all Buyers in that zone and, dividing the sum of the dollars calculated in the first two steps by the cumulative imbalance quantity for all majority shippers in that zone; then

(ii) Imbalance quantities which are greater than a 2.5% imbalance but less than or equal to a 5% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price; then

(iii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price multiplied by a factor of 120%; then

(iv) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price multiplied by a factor of 130%; then

37. CASH OUT PROVISIONS (Continued)

37.1 (c) (v) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price multiplied by a factor of 140%; then

(vi) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price multiplied by a factor of 150%.

(d) At the end of the trading period, if a Buyer's imbalance in a zone within an OIA is "Due From" Buyer and the aggregate imbalance for all Buyers in that zone within an OIA is "Due To" Buyer, such Buyer shall be defined as a minority shipper for that zone within an OIA. A minority shipper shall cash out the imbalance for that zone within an OIA based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (v) below, times Buyer's total deliveries. Any imbalance in that zone within an OIA that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 5% imbalance shall be multiplied by the applicable "Sell" price which shall be the average of the weekly Reference Spot Prices for that zone pursuant to Section 37.1(a)(i) of the General Terms and Conditions; then

(ii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price for that zone multiplied by a factor of 120%; then

(iii) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price for that zone multiplied by a factor of 130%; then

(iv) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price for that zone multiplied by a factor of 140%; then

(v) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Sell" price which shall be the highest weekly Reference Spot Price for that zone multiplied by a factor of 150%.

37. CASH OUT PROVISIONS (Continued)

37.1 (e) At the end of the trading period, if a Buyer's imbalance in a zone within an OIA is "Due To" Buyer and the aggregate imbalance for all Buyers in that zone within an OIA is "Due To" Buyer, such Buyer shall be defined as a majority shipper for that zone within an OIA. A majority shipper shall cash out the imbalance for that zone within an OIA based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (vi) below, times Buyer's total deliveries. Any imbalance in that zone within an OIA that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 2.5% imbalance shall be multiplied by the applicable "Buy" price calculated as a Weighted Average Spot Price for that zone. The Weighted Average Spot Price shall be determined by multiplying the simple average of the weekly Reference Spot Prices calculated pursuant to Section 37.1(a)(i) by the cumulative imbalance quantity for all Buyers that have a "Due From" Buyer imbalance in that zone then, multiplying the lowest weekly Reference Spot Price by the net imbalance quantity for all Buyers in that zone and dividing the sum of the dollars calculated in the first two steps by the cumulative imbalance quantity for all majority shippers in that zone; then

(ii) Imbalance quantities which are greater than a 2.5% imbalance but less than or equal to a 5% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price; then

(iii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price multiplied by a factor of 80%; then

(iv) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price multiplied by a factor of 70%; then

(v) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price multiplied by a factor of 60%; then

(vi) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price multiplied by a factor of 50%.

37. CASH OUT PROVISIONS (Continued)

37.1 (f) At the end of the trading period, if a Buyer's imbalance in a zone within an OIA is "Due To" Buyer and the aggregate imbalance for all Buyers in that zone within an OIA is "Due From" Buyer, such Buyer is defined as a minority shipper for that zone within an OIA. A minority shipper shall cash out the imbalance for that zone within an OIA based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (v) below, times Buyer's total deliveries. Any imbalance in that zone within an OIA that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 5% imbalance shall be multiplied by the applicable "Buy" price which shall be the average of the weekly Reference Spot Prices for that zone pursuant to Section 37.1(a)(i) of the General Terms and Conditions; then

(ii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price for that zone multiplied by a factor of 80%; then

(iii) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price for that zone multiplied by a factor of 70%; then

(iv) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price for that zone multiplied by a factor of 60%; then

(v) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Buy" price which shall be the lowest weekly Reference Spot Price for that zone multiplied by a factor of 50%.

37. CASH OUT PROVISIONS (Continued)

37.1 (g) At the end of the trading period, if an OBA Party's imbalance in a zone within an OIA is "Due From" OBA Party, the OBA Party's imbalance quantity for that zone within an OIA shall be cashed out based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (v) below, times OBA Party's total scheduled quantities. Any imbalance in that zone within an OIA that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 5% imbalance shall be multiplied by the applicable "Sell" price; then

(ii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Sell" price multiplied by a factor of 120%; then

(iii) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Sell" price multiplied by a factor of 130%; then

(iv) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Sell" price multiplied by a factor of 140%; then

(v) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Sell" price multiplied by a factor of 150%.

37. CASH OUT PROVISIONS (Continued)

37.1 (h) At the end of the trading period, if an OBA Party's imbalance in a zone within an OIA is "Due To" OBA Party, the OBA Party's imbalance quantity for that zone shall be cashed out based on tiers beginning with (i) below and progressing through each subsequent tier until the entire imbalance has been cashed out. Each tiered imbalance quantity shall be calculated by multiplying the percentage imbalance, as stated in (i) through (v) below, times OBA Party's total scheduled quantities. Any imbalance that is equal to or less than 1,000 dt shall be cashed out using the provisions set forth in (i) below.

(i) Imbalance quantities which are equal to or less than a 5% imbalance shall be multiplied by the applicable "Buy" price; then

(ii) Imbalance quantities which are greater than a 5% imbalance but less than or equal to a 10% imbalance shall be multiplied by the applicable "Buy" price multiplied by a factor of 80%; then

(iii) Imbalance quantities which are greater than a 10% imbalance but less than or equal to a 15% imbalance shall be multiplied by the applicable "Buy" price multiplied by a factor of 70%; then

(iv) Imbalance quantities which are greater than a 15% imbalance but less than or equal to a 20% imbalance shall be multiplied by the applicable "Buy" price multiplied by a factor of 60%; then

(v) Imbalance quantities which are greater than a 20% imbalance shall be multiplied by the applicable "Buy" price multiplied by a factor of 50%.

GENERAL TERMS AND CONDITIONS
(Continued)

37. CASH OUT PROVISIONS (Continued)

37.2 (a) The monthly cash out penalty provisions set forth in Section 37.1(c)-(h) shall not apply to the extent that an imbalance is caused by events of force majeure, as defined in Section 11 of the General Terms and Conditions.

(b) Seller shall refund cash out revenues received in excess of costs incurred in accordance with the provisions of Section 15 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

38. FUEL RETENTION ADJUSTMENT PROVISION

38.1 General

This section of the General Terms and Conditions sets forth the procedures to reflect changes in Seller's fuel retention percentages (FRP's) applicable to Seller's Volume No. 1 and Volume No. 2 transportation and storage services under which Seller retains fuel.

38.2 Conditions

(a) The FRP's set forth in Seller's Volume No. 1 Tariff may be increased to reflect a net positive change in FRP's and shall be decreased to reflect a net negative change in FRP's.
(b) Seller shall file with the Federal Energy Regulatory Commission to reflect net changes in FRP's for services other than the services provided under Rate Schedules LG-A, LNG and LG-S at least 30 days prior to each April 1 which is the beginning date for the Annual Period.
(c) Seller shall file with the Federal Energy Regulatory Commission to reflect net changes in FRP's for services provided under Rate Schedules LG-A, LNG and LG-S at least 30 days prior to each November 1 which is the beginning date for the LNG Annual Period.

38.3 Definitions

(a) Annual Period - The annual period beginning each April 1.

(b) LNG Annual Period - The annual period beginning each November 1.

(c) Actual Gas Required for Operations (GRO) - Actual gas used in Seller's operations including all gas otherwise used, lost or unaccounted for. Such actual gas used shall include prior period adjustments, positive or negative, in accordance with Section 38.7 below.

(d) Estimated GRO - Actual GRO quantities for the latest twelve month period for services other than the services provided under Rate Schedules LG-A, LNG and LG-S and the actual GRO quantities for the latest 36 month period for Rate Schedules LG-A, LNG and LG-S adjusted, where necessary, for known variations from actual experience.

(e) Estimated Volumes - Actual annual volume determinants attributable to services to which Seller allocates or assigns GRO quantities for the latest twelve month period for services other than the services provided under Rate Schedules LG-A, LNG and LG-S and for the latest 36 month period for Rate Schedules LG-A, LNG and LG-S adjusted, where necessary, for known variations from actual experience.

(f) Deferral Period - The period of 12 months ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 38.

38.4 Determination of the Current FRP's

Seller shall determine the Current FRP's for each Annual Period and each LNG Annual Period by the following procedures:

(a) The Estimated GRO quantities shall be summed with the balance accumulated at the end of the Deferral Period in the Deferred GRO Account as determined in accordance with Section 38.5(d). Such resulting quantity shall be allocated to or assigned among services in accordance with the allocation methods and principles in effect on Seller's system.

(b) The quantities determined in Section 38.4(a) above will be divided by the Estimated Volume determinants, as appropriate.

38. FUEL RETENTION ADJUSTMENT PROVISION (Continued)

38.5 Deferred GRO Account

Seller shall maintain the Deferred GRO Account for each Deferral Period in accordance with the following procedures:

(a) Seller shall determine each month the Actual GRO quantities.

(b) Seller shall determine each month the actual recovery of GRO quantities by multiplying, as applicable, Seller's FRP's by the appropriate volume determinants.

(c) Each month, Seller shall determine the difference, positive or negative, between the quantities computed in Section 38.5(a) and 38.5(b) and multiply such difference by the currently applicable GRO Index as defined in Section 38.6 herein. The resulting product shall be recorded each month in a subaccount of Account No. 186 of the Uniform System of Accounts which Seller shall designate as a Deferred GRO Account. Interest shall be computed on the balance in Seller's Deferred GRO Account, positive or negative, based on the method prescribed in Section 154.403(7) of the Commission's Regulations.

(d) Seller shall incorporate the Deferred GRO Account balance into each annual FRP filing by dividing (i) the current balance in the Deferred GRO Account by (ii) the weighted average value of the GRO Index for the Deferral Period.

38.6 GRO Index

For any month, the GRO Index shall consist of the simple average of four relevant price series, expressed in units of $/MMBTU, set forth in the table "Gas Price Report" published in the first issue in such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) for the following geographical regions:

Texas, Gulf Coast, Offshore, Spot Delivered to Pipeline

Texas, Gulf Coast, Onshore, Spot Delivered to Pipeline

Louisiana, Gulf Coast, Offshore, Spot Delivered to Pipeline

Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline

38.7 Prior Period Adjustments

Except as provided below, prior period adjustments included in the Actual GRO quantities shall be limited to prior period adjustments that relate to the twenty-four month period immediately prior to the beginning of the Deferral Period. The twenty-four month limitation on prior period adjustments shall apply to adjustments in favor of Buyers and those in favor of Seller; provided that the twenty-four month limitation associated with adjustments in favor of Buyer shall not apply to adjustments resulting from Seller's negligence or willful misconduct.

GENERAL TERMS AND C0NDITIONS
(Continued)

39. THIS SECTION IS RESERVED FOR FUTURE USE.

GENERAL TERMS AND C0NDITIONS
(Continued)

39. RESOLUTION OF STORAGE GAS BALANCE UPON TERMINATION OF SERVICE

If Buyer's service agreement under any of Seller's storage rate schedules terminates with a Storage Gas Balance, Seller will schedule for Buyer's account on the day following the service agreement expiration and effective on the day of the service agreement expiration:

(1) a storage withdrawal transaction equal to Buyer's Storage Gas Balance on the expiring service agreement which will be subject to the applicable fuel and withdrawal charges, and

(2) a receipt transportation transaction equal to Buyer's Storage Gas Balance, net of applicable storage fuel, which will create a transportation imbalance, which imbalance shall be subject to the imbalance resolution and cash-out provisions of Sections 25 and 37 of the General Terms and Conditions.

40. DISCOUNT POLICY

40.1 Types of Rate Discounts

Seller may agree to discount its rate to Buyer below Seller's maximum rate, but not less than Seller's minimum rate. Such discounted rate may apply to:

(a) specified quantities (contract demand or commodity quantities);

(b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level;

(c) quantities during specified time periods;

(d) quantities at specified points, zones, or other defined geographical areas.

Such discounted rate, inclusive of all reservation and commodity components and applicable surcharges (total discount rate), may be subject to the condition that if Seller's maximum rate, inclusive of all reservation and commodity components and applicable surcharges (total maximum rate), is subsequently reduced by Commission order or rule or by settlement or otherwise, and Seller is required to make a refund to Buyer for charges paid for such transportation, then such refund will be provided to Buyer only if and to the extent that the total maximum rate determined pursuant to such order, rule, settlement or otherwise is less than the total discount rate. Such refund, if any, shall be calculated by subtracting the applicable total maximum rate from the corresponding total discount rate.

GENERAL TERMS AND CONDITIONS
(Continued)

41. TRANSMISSION ELECTRIC POWER COST ADJUSTMENT PROVISION

41.1 General

This section of the General Terms and Conditions sets forth the procedures to reflect in Seller's rates changes in the amounts payable by Seller for transmission electric power costs used at (1) Seller's electric compressor station locations and (2) gas coolers located at compressor station locations.

41.2 Conditions

(a) The Transmission Electric Power Cost rates set forth in Transco's Volume No. 1 Tariff may be increased to reflect a net positive change in Transmission Electric Power rates and shall be decreased to reflect a net negative change in Transmission Electric Power rates.

(b) Seller shall file with the Federal Energy Regulatory Commission to reflect net changes in the Transmission Electric Power rates at least 30 days prior to each April 1, which is the beginning date for the Transmission Electric Power Annual Period.

41.3 Definitions

(a) Transmission each Electric Power Annual Period - The annual period beginning April 1,1993 and annual period thereafter (except for the initial annual period which shall be the annual period beginning September 1, 1992).

(b) Actual Transmission Electric Power Costs - The cost incurred by Seller for transmission electric power used at (1) Seller's electric compressor station locations and (2) gas coolers located at compressor station locations. Seller shall classify the Actual Transmission Electric Power Costs between demand and commodity on an as-billed basis. Such actual cost shall include all charges attributable to any period encompassed by the effectiveness of this Section 41, including all refunds, surcharges, billing adjustments and interest, positive or negative.

(c) Estimated Transmission Electric Power Costs - The projected Transmission Electric Power Costs for the Transmission Electric Power Annual Period.

(d) Estimated Contract Demand - The projected annual contract demand (including imputed contract demand for appropriate interruptible transportation services) attributable to services to which Seller allocates or assigns transmission electric power costs.

(e) Estimated Commodity Volumes - The projected annual commodity determinants attributable to services to which Seller allocates or assigns transmission electric power costs, which costs are collected through the commodity or volumetric rate component of such services.

(f) Deferral Period - The period of 12 months (except for the initial deferral period which shall be 5 months) ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 41.

41.4 Determination of the Current Transmission Electric Power Rates

Seller shall determine the Current Transmission Electric Power Rates for each Transmission Electric Power Annual Period by the following procedures:

(a) The Estimated Transmission Electric Power Costs shall be summed with the balance accumulated at the end of the Deferral Period in the Transmission Electric Power Deferred Account as determined in accordance with Section 41.5. Such resulting amount shall be allocated to or assigned among rate schedules in accordance with the cost classification and allocation methods and principles in effect on Seller's system.

(b) The amounts determined in Section 41.4(a) above will be divided by the Estimated Contract Demand determinants or Estimated Commodity Volume determinants, as appropriate.

GENERAL TERMS AND CONDITIONS
(Continued)

41. TRANSMISSION ELECTRIC POWER COST ADJUSTMENT PROVISION (Continued)

41.5 Transmission Electric Power Deferred Account (Account)

Seller shall maintain the Account for each Deferral Period in accordance with the following procedures:

(a) Seller shall determine each month the Actual Transmission Electric Power demand and commodity costs.

(b) Seller shall determine each month the actual recovery of Transmission Electric Power Costs by multiplying, as applicable, Seller's actual demand and commodity determinants by the Current Transmission Electric Power Rate(s).

(c) Each month, Seller shall determine the difference, positive or negative, between the amount computed in Section 41.5(a) and 41.5(b) and record such difference in a subaccount of Account No. 186 of the Uniform System of Accounts which Seller shall designate as a Transmission Electric Power Deferred Account. Interest shall be computed on the balance in Seller's Transmission Electric Power Deferred Account, positive or negative, based on the method prescribed in Section 154.403(7) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE

42.1 Purpose. This section sets forth the provisions under which a shipper ("Releasing Shipper") which has a currently effective Service Agreement with Seller for firm transportation service or firm storage service, or both, rendered under Seller's blanket certificate or Part 284 of the FERC's regulations (excluding Seller's Rate Schedule FT-G) may release its firm capacity entitlements as described in Section 42.2 and 42.3 below to a third party ("Replacement Shipper").

42.2 Definitions. The definitions of terms applicable to this section are as follows:

(a) Releasable Firm Capacity Entitlements - Firm capacity entitlements as described in a Releasing Shipper's Service Agreement.

(b) Prearranged Release - Arrangement by a Releasing Shipper for a specific Replacement Shipper to obtain the Releasing Shipper's released capacity. Replacement Shipper initiates confirmations of prearranged deals electronically. If capacity is awarded to prearranged bid, execution of Service Agreement as described in Section 42.8 shall constitute such confirmation.

(c) Recall Rights - Conditions under which the right to the released capacity reverts from the last Replacement Shipper to a Releasing Shipper who specified such conditions. Such conditions must be objectively stated, non-discriminatory and applicable to all potential Replacement Shippers.

(d) Reput Rights - An indication, specified at the time of the deal, whether Releasing Shipper may reput capacity to the Replacement Shipper after a recall.

(e) Best Bid - Potential Replacement Shippers who qualify for bidding pursuant to Section 42.7(b) hereunder ("bidders") shall be allowed to submit bids for capacity. Within 1 hour after the close of the bidding period, Seller shall determine the Best Bid based on the Releasing Shipper's objective criteria and shall confirm same with the Releasing Shipper. If the Releasing Shipper does not provide the objective criteria to be used for selecting the Best Bid, then Seller's objective criteria for Best Bid shall be used as set forth in Section 42.11(a). If the Releasing Shipper does not provide a tie-breaking methodology, then Seller's tie-breaking methodology shall be used as set forth in Section 42.11(c). If capacity remains after award of the Best Bid, Seller shall award remaining capacity according to the criteria in Section 42.11(b). The terms of the winning bid shall be posted by Seller on 1Line and such posting shall include the following information:

(i) The identity of the Releasing Shipper.
(ii) The identity of the Replacement Shipper.
(iii) The term of the release.
(iv) The reservation or volumetric rate charged for the capacity.
(v) All conditions of release objectively stated including, but not limited to, any recall conditions.
(vi) The applicable Rate Schedule and specific quantity of capacity released and, if firm transportation capacity, the associated points between which capacity has been released.
(vii) Whether the release is to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, the asset manager's obligation to deliver gas to, or purchase gas from, the releasing shipper including the volumetric level of the obligation and the time periods the obligation is in effect.
(viii) Whether the release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.2 Definitions (Continued)

(f) Contingent Bids - If permitted by a Releasing Shipper, bidders may qualify their acceptance of awarded capacity contingent upon such bidder obtaining other released capacity, whether on Seller's system or a third-party pipeline. If a contingent bidder declines awarded capacity, the next Best Bid shall be selected, and so on, until all contingent bids related to such capacity have been exhausted.

42.3 Release Rights. A Releasing Shipper may release its Releasable Firm Capacity Entitlements in whole or in part, in segments, on a full or partial term basis, with or without Recall Rights or any combination thereof. If a Releasing Shipper elects to release all or a portion of its Releasable Firm Capacity Entitlement in a segment of one of Seller's rate zones and to retain a portion of its Releasable Firm Capacity Entitlement in another segment of that rate zone, then the Releasing Shipper's firm capacity entitlement in the released segment shall be reduced by an amount equal to the amount of its Releasable Firm Capacity Entitlement so released. In addition, nominations in any segment in the applicable zone for receipt and delivery on a secondary basis by the Releasing Shipper and any Replacement Shippers that derive a firm capacity entitlement in that zone from the Releasing Shipper shall be permitted, provided that the sum of the nominations in any segment on Seller's system shall not exceed the original firm capacity entitlement in that segment of the Rate Schedule FT, Rate Schedule FDLS or Rate Schedule FTN buyer from whom the Releasing Shipper's and any Replacement Shippers' firm capacity entitlement was derived. If the sum of all such nominated quantities exceeds the original firm capacity entitlement under Rate Schedule FT, Rate Schedule FDLS or Rate Schedule FTN in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction. Nominations for quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

42.4 Prearranged Releases Not Subject to Prior Notice

(a) A Releasing Shipper may release capacity to a qualified Replacement Shipper by notifying Seller via 1Line or electronic data interchange provided the capacity release

(i) is for any period of 31 days or less, or

(ii) is for any period greater than one year at maximum tariff rates, or

(iii) is to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations, or

(iv) is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.

Provided, however, any capacity release with a term greater than 31 days and less than or equal to one year must be posted for bidding pursuant to the requirements of Section 42.5 unless such release is to an asset manager or to a marketer participating in a state-regulated retail access program pursuant to Section 42.4(a)(iii) or Section 42.4(a)(iv). The Releasing Shipper's notification to Seller shall include the information set forth in Section 42.2(e). At the request of the Releasing Shipper, releases pursuant to Section 42.4(a)(i), (iii) or (iv) may be posted for bidding and, if so posted, are subject to the requirements of Section 42.5.

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.4 Prearranged Releases Not Subject to Prior Notice (Continued)

(b) Seller shall post notice of the transaction via 1Line or electronic data interchange in accordance with the provisions of Section 42.9. The notification shall include the information set forth in Section 42.2(e).

(c) Any release pursuant to Section 42.4(a)(i) may not be rolled over, extended or in any way continued to the same Replacement Shipper unless a period of at least twenty-eight (28) days has elapsed since the end of the initial release. The 28-day hiatus does not apply to any re-release to the same replacement shipper that is posted for bidding or to capacity released under Section 42.4(a)(ii), (iii) or (iv).

42.5 Prearranged Releases Subject to Prior Notice

Prearranged Releases with a term greater than one year at rates lower than maximum tariff rates, or with a term greater than 31 days and less than or equal to one year, are subject to competitive bidding and must be posted for bidding pursuant to the requirements of this Section 42.5, unless such release is to an asset manager or to a marketer participating in a state-regulated retail access program pursuant to Section 284.8(h)(3) or Section 284.8(h)(4) of the Commission's Regulations. For each release that is subject to competitive bidding, the Releasing Shipper shall notify Seller via 1Line or electronic data interchange of such release. Seller shall post the notice of a prearranged offer for release on 1Line or through electronic data interchange. The notification shall include the following information:

(a) The identity of the Releasing Shipper unless Releasing Shipper elects otherwise.

(b) The term of the release.

(c) All conditions of release objectively stated, including but not limited to any recall conditions.

(d) The Rate Schedule and specific quantity of capacity to be released and, if firm transportation capacity, the associated points between which the capacity will be released.

(e) The prearranged and maximum reservation rates applicable to the capacity to be released. For releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release.

(f) The start and end dates for the posting period for competitive bids.

(g) The criteria for selecting the best bid.

(h) The date and time of the offer posting.

(i) Length of time for a prearranged Shipper to match the terms and conditions of the "best bid".

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.5 Prearranged Releases Subject to Prior Notice (Continued)

(j) Whether contingent bids are permitted and, if so, the length of time during which the contingent bidder(s) will be allowed to accept or decline the capacity without condition.

(k) Any tie-breaking methodologies.

If the Best Bid is superior to the initial prearranged agreement, then Seller shall contact the prearranged Replacement Shipper and the prearranged Replacement Shipper shall have the option to match the terms and conditions of the Best Bid in accordance with Section 42.5(i) above and thereby be awarded such capacity. The minimum length of time within which a prearranged Shipper may match the Best Bid is one-half hour after the evaluation period ends in accordance with section 42.9. The terms of the winning bid shall be posted by Seller in accordance with Section 42.2(e).

42.6 Releases that are Not Prearranged

Releases that are not prearranged are subject to prior notice and competitive bidding. Seller shall post the notice of release on 1Line or through electronic data interchange. The notification shall include the following information:

(a) The identity of the Releasing Shipper unless Releasing Shipper elects otherwise.

(b) The term of the release.

(c) The existence of any conditions of release, objectively stated, including, but not limited to, any recall and whether minimum term, rate, or volume conditions apply. Any minimum term, rate, or volume conditions will be posted at the option of the Releasing Shipper.

(d) The Rate Schedule and specific quantity of capacity to be released and, if firm transportation capacity, the associated points between which the capacity will be released.

(e) The maximum reservation rates applicable to the capacity to be released. For releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release.

(f) The start and end dates for the bidding period.

(g) The objective criteria for selecting the best bid.

(h) The date and time of the offer posting.

(i) Whether contingent bids are permitted and, if so, the length of time during which the contingent bidder(s) will be allowed to accept or decline the capacity without condition.

(j) Any tie-breaking methodologies.

The terms of the winning bid shall be posted by Seller in accordance with Section 42.2(e).

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.7 Submission of Offers and Bids

(a) Offers for capacity to be released and bids for released capacity shall be submitted to Seller via 1Line or electronic data interchange. Offers are binding until electronic notice of withdrawal is received by Seller. For each business day, all objectively stated and nondiscriminatory approved offers for release capacity received by Seller from Releasing Shippers will be made available on 1Line or through electronic data interchange in accordance with Section 42.9. Where unanticipated circumstances justify, such offers may be withdrawn unless a minimum bid has been submitted for such capacity.

(b) All potential Replacement Shippers must have satisfied Seller's requirements for credit worthiness pursuant to Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff prior to submitting a bid for firm capacity posted by a Releasing Shipper. If a party does not qualify as a qualified Replacement Shipper pursuant to this section, the party cannot bid on a Releasing Shipper's offer.

(c) Submission of a bid for capacity release shall be binding, provided however, a potential Replacement Shipper may withdraw a bid until the close of the posting period for competitive bids. If a potential Replacement Shipper submits a new bid for released capacity, the existing bid for the same capacity must first be withdrawn, and any new bid for that released capacity must be at an equal or higher value than the previous bid. Bids submitted by a Replacement Shipper are binding until withdrawn.

(d) Only bids for reservation charges will be allowed, stated either as: (1) a rate per dt of TCQ (for transportation reservation rate releases), (2) a rate per dt of Storage Demand, a rate per dt of Storage Capacity and, if applicable, a rate per dt of Storage Injection Quantity (for storage reservation rate releases), (3) a rate per dt delivered (for transportation volumetric releases), or (4) a rate per dt of withdrawal quantities, a rate per dt of storage balance and, if applicable, a rate per dt of injection quantities (for storage volumetric releases). The maximum rate applicable to capacity release transactions shall be Seller's maximum reservation rates, maximum storage rates (storage demand, capacity and if applicable, injection demand), maximum rate per dt delivered (for transportation volumetric releases) or maximum rate per dt withdrawn, stored and if applicable, injected (for storage volumetric releases) as set forth under the applicable rate schedules. Such maximum rate shall be inclusive of any applicable demand surcharges. For releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

(e) Releasing and Replacement Shippers shall hold Seller harmless with regard to any claim which may be raised by any party regarding the selection of a Best Bid, except to the extent that such party successfully establishes that Seller has incorrectly selected the Best Bid as the result of the negligent action or willful misconduct of Seller.

(f) Potential shippers bidding for capacity shall have access to other potential shippers' bids, excluding bidder's identity, during the bidding process.

(g) Capacity offered for release by a Releasing Shipper shall be posted as a Primary Path release. Potential Replacement Shippers shall bid for such capacity based on the posted Primary Path.

(h) Releasing shipper may not extend the bid period or the pre-arranged deal match period, without posting a new release.

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.7 Submission of Offers and Bids (Continued)

(i) For prearranged capacity releases, the Releasing Shipper must submit both the offer and the bid. Replacement Shipper must confirm the prearranged capacity release by accepting the prearranged bid prior to Seller awarding such released capacity.

(j) The term of the release shall be for a fixed period and shall not continue beyond such term.

42.8 Capacity Release Agreements

Once released capacity has been awarded, the terms of the award, which shall be based on the Releasing Shipper's offer to release the capacity and the Replacement Shipper's bid for the capacity, and the provisions of Seller's applicable Form of Service Agreement shall together establish and constitute the contractual relationship between Seller and Replacement Shipper governing the released capacity, with the terms of the award supplying the necessary information to complete the applicable Form of Service Agreement. In that regard, Replacement Shipper specifically agrees to follow Seller's nomination and ranking deadlines, in accordance with Section 28.1 of these General Terms and Conditions. Such contracting process shall be accomplished through 1Line.

42.9 Posting Periods

The Capacity Release Time Line is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid, 2) there are no special terms or conditions of the release, and 3) for purposes of determining the Best Bid, the methodology specified by the Releasing Shipper is either highest rate, net revenue, or present value.

(a) For Short-Term Releases (less than one year) subject to bid:
(All times are Central Clock Time)

12:00 noon Offers should be tendered on a Business Day.

1:00 p.m. Open season ends on a Business Day.

Evaluation period begins during which contingency is eliminated, determination of best bid is made, and ties are broken.

2:00 p.m. Evaluation period ends and award posting if no match required.

Match or award is communicated.

2:30 p.m. Match response.

3:00 p.m. Where match required, award posting.

Contract issued within one hour of posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

42. CAPACITY RELEASE (Continued)

42.9 Posting Periods (Continued)

(b) Pre-Arranged Offers Not Subject to Bid
(All times are Central Clock Time)

The Replacement Shipper's contract will be available for nomination concurrently upon the awarding of the release. The Replacement Shipper under the Pre-arranged offer may submit a nomination at the earliest available nomination opportunity after the acquisition of capacity becomes effective in accordance with nomination deadlines of Section 28.1 of the General Terms and Conditions. Releasing Shipper's offer may specify when the release will become effective.

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time)

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time)

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time)

42. CAPACITY RELEASE (Continued)

42.9 Posting Periods (Continued)

(c) For Longer-Term Releases (One Year or More) subject to bid:
(All times are Central Clock Time)

12:00 noon Offers should be tendered four Business Days before award.

1:00 p.m. Open season ends on the Business Day before timely nominations are due (open season is three Business Days).

Evaluation period begins during which contingency is eliminated, determination of best bid is made, and ties are broken.

2:00 p.m. Evaluation period ends and award posting if no match required.

Match or award is communicated.

2:30 p.m. Match response.

3:00 p.m. Where match required, award posting.

Contract issued within one hour of posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

Intraday releases may be subject to a pro-rata reduction of the capacity available for release on the initial day of the release. Subsequent days, for the remaining term of the release, shall be for the entire capacity release quantity, subject to any limitations arising from a re-release of the acquired capacity. The capacity available for release shall be pro-rated on the initial day of the release assuming a ratable hourly quantity for the period of time for which the Releasing Shipper could have nominated quantities pursuant to Section 28.1 of the General Terms and Conditions. Evening releases shall have the entire released quantity available to the Replacement Shipper for the initial day of the term of the release. Intraday 1 releases may have the release quantity pro-rated such that the Releasing Shipper may only release a total of two-thirds of its contract entitlement for the initial day of the release. Intraday 2 releases may have the release quantities pro-rated such that the Releasing Shipper may only release a total of one-half of its contract entitlement for the initial day of the release. Seller shall use the initial date in the term of release in conjunction with the Releasing Shipper's posting time to determine if the capacity release is subject to pro-ration under this section.

42. CAPACITY RELEASE (Continued)

42.10 Recall/Reput Rights

(a) A Releasing Shipper cannot in any way modify Recall Rights already applicable to its Releasable Firm Capacity Entitlements as specified by a previous Releasing Shipper, but may specify its own Recall Rights and release its Releasable Firm Capacity Entitlements, subject to any Recall Rights specified by a previous Releasing Shipper. A potential Replacement Shipper is responsible for obtaining from the Releasing Shipper with whom it is negotiating for released capacity any information concerning Recall Rights specified by a previous Releasing Shipper. A Releasing Shipper specifying recall conditions shall be the only party that can exercise and administer such Recall Rights. In the event of any conflict, the instructions and communications of the Releasing Shipper specifying the recall conditions shall govern. If the release specifies that the Releasing Shipper has reput rights and the recall ends prior to the end of the release term at the end of the recall period, capacity shall revert back to the Replacement Shipper, if applicable, subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1 of the General Terms and Conditions.

(b) Seller shall have no liability to any party in relying on the recall instructions and conditions specified by the Releasing Shipper, except to the extent that such party establishes that Seller has incorrectly applied such instructions as a result of the negligent action or willful misconduct of Seller.

(c) Releasing Shipper may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall up to two-thirds of the released capacity at the Intra-Day 1 and up to one-half of the released capacity at the Intra-Day 2 Nomination Cycles by providing notice to Seller by the specified times for each cycle, as set forth below. In the recall notification provided to Seller, the quantity to be recalled should be expressed in terms of the total released capacity entitlements.

(i) Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;

(b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

(ii) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;

(b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

42. CAPACITY RELEASE (Continued)

42.10 Recall/Reput Rights (Continued)

(c) (iii) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

(b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iv) Intraday 1 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;

(b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time);

(v) Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later that 2:30 p.m. on the day that Intraday 2 Nominations are due; and

(b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

For recall notification provided to Seller prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Seller should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to Seller after 5:00 p.m. and prior to 7:00 a.m., Seller should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time)

The Shipper recalling the capacity shall be subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1 of the General Terms and Conditions. Seller is not obligated to deliver volumes in excess of the total daily contract quantity of the release as a result of a recall.

(d) When capacity is recalled, it may not be reput for the same gas day. The deadline for notifying Seller of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day.

GENERAL TERMS AND CONDITIONS
(Continued)

42. CAPACITY RELEASE (Continued)

42.11 Seller's Criteria for Best Bid, Award of Remaining Capacity, and Tie-Breaking Methodology

(a) Seller's standard for selecting the Best Bid shall be the highest present value of demand charges. In awarding the Best Bid, Seller shall use the tie-breaking methodology described in Section 42.11(c). After award of the Best Bid, Seller shall award any remaining capacity according to the criteria in Section 42.11(b).

(b) If capacity remains after award of the Best Bid, Seller shall award remaining capacity to the next Best Bid according to the bid evaluation methodology, and so on, in descending order (subject to the next sentence) until the capacity offered has been fully awarded, if possible. In that process, Seller shall not award capacity to a bid that is less than the amount of capacity sought by that bid unless the bid specifies that an allocation of capacity that is less than the bid is acceptable.

(c) In the event more than one bid are equal according to the bid evaluation methodology and all such bids specify that an allocation of capacity is not acceptable, then a random and blind selection process will be used to select the winning bid unless otherwise specified by the Releasing Shipper.

42.12 Billing and Payment

(a) The Replacement Shipper shall be billed by Seller and shall make payments to Seller in accordance with the terms of Seller's applicable Rate Schedule and the Service Agreement(s), and Seller shall simultaneously credit (on a contingent basis) all reservation charges billed to the Replacement Shipper to the Releasing Shipper's bill in that month. If the Replacement Shipper fails to pay the reservation charges by the due date, Seller shall reverse the credit and bill the Releasing Shipper in the following month for said reservation charges, plus interest, and the rights to the capacity shall, at the election of the Releasing Shipper, revert to the Releasing Shipper for the remaining term of the release, subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1.

(b) Seller and a Releasing Shipper may, in connection with their agreement to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions, agree upon payment obligations and credit mechanisms in the event of a capacity release that vary from or are in addition to those set forth in this Section 42.12. Nothing in the foregoing provision, however, shall authorize Seller or a Shipper to violate the Commission's policy with respect to the negotiation of terms and conditions of service.

42.13 Marketing Fee

Seller shall have the right to negotiate a marketing fee with a Releasing Shipper for any mutually agreeable marketing services which are provided by Seller.

42.14 Permanent Releases

A Buyer which has a currently effective executed Service Agreement with Seller under Seller's Rate Schedules FT, FTN, FDLS, ESS, WSS-Open Access, SS-1 Open Access Storage Service or LNG may release its capacity to a third party ("Replacement Buyer") for the remaining term of the contract and be relieved of all liability under its Service Agreement prospective from the effective date of such release, provided that the following conditions are satisfied:

42. CAPACITY RELEASE (Continued)

42.14 Permanent Releases (Continued)

(a) Buyer's capacity was not acquired under temporary capacity release pursuant to this Section 42;

(b) the Replacement Buyer executes a new Service Agreement under the applicable Rate Schedule pursuant to Part 284 of the regulations of the FERC that is subject to pre-granted abandonment;

(c) the Replacement Buyer agrees to pay the maximum rates for service thereunder (unless otherwise agreed to by Seller) and accepts all obligations of the Releasing Buyer;

(d) the Commission provides any necessary abandonment authorization for the service subject to such permanent release on or before the effective date thereof; and

(e) the Replacement Buyer meets the credit worthiness requirements contained in Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

42.15 Treatment of Storage Inventory

A Releasing Shipper's capacity release notice may include terms and conditions concerning the sale and/or repurchase of gas in storage inventory both within and outside the context of an asset management arrangement. The release of storage capacity (or recall or termination thereof) requires the Releasing or Replacement Shipper, as applicable, to have withdrawn or transferred any storage inventory balance related to such release capacity by the effective date of such release, recall or termination. A transfer of storage inventory may be concurrent with a release of storage capacity (or recall or termination thereof). If the Releasing or Replacement Shipper, as applicable, fails to eliminate any remaining storage inventory balance related to released storage capacity, such remaining balance shall be retained by Seller.

43. SYSTEM MANAGEMENT GAS

43.1 In the event that conditions exist which threaten the operational integrity of Seller's system, Seller as Transporter ("Transporter") shall be permitted to buy and/or sell gas at mutually agreeable locations on Seller's system.

43.2 Transporter shall post its need to buy or sell gas on 1Line. Included in such posting shall be:

(a) the quantity of gas to be purchased or sold by Transporter;

(b) any minimum quantity for bidding;

(c) the date and time when all bids shall be due;

(d) the date(s) when the gas shall be purchased or sold;

(e) any minimum or maximum daily quantity to be purchased or sold;

(f) the point where the gas will be purchased or sold; and

(g) the criteria to be used by Transporter in evaluating and selecting bids.

GENERAL TERMS AND CONDITIONS
(Continued)

43. SYSTEM MANAGEMENT GAS (Continued)

43.3 Potential sellers and buyers of gas may submit bids via 1Line. Transporter shall determine in its sole discretion the best offer(s), based on the posted criteria in Section 43.2 (g) herein. Additionally, Transporter shall post the amount and volume of any successful bids made by any affiliate of Seller within three (3) business days of the award of such successful bid. Transporter reserves the right to reject all offers.

43.4 All parties wishing to bid on the posted purchase or sale must:

(a) be pre-approved as meeting Seller's credit worthiness requirements in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff; and

(b) have a current, executed transportation Service Agreement(s) to deliver gas to or receive gas from the respective location of purchase or location of sale.

43.5 Any costs incurred or revenues received in association with Transporter's System Management Gas program shall be accounted for as part of Seller's imbalance Cash Out program, pursuant to Section 15 herein.

44. EXTENSION OF SERVICE AGREEMENT

Prior to the expiration of the term of a Part 284 service agreement and prior to Seller's posting the availability of capacity under Seller's Right of First Refusal provisions, if applicable, Seller and Buyer may mutually agree to an extension of the term of the service agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

45. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Seller and Buyer recognize that Seller shall, from time to time, experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, and required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Seller or Buyer or attributable to Seller or Buyer, and costs generated by decisions of the Commission, the courts, or by an arbitration panel or other body having jurisdiction over Seller. Seller hereby notifies Buyers that it may be appropriate, equitable, and consistent with cost responsibility to allocate such costs among Buyers based on or taking into account past period factors, such as contract demand levels, purchases, or other factors related to a prior period of time. Seller shall have the right, from time to time, to make rate change filings based in whole or in part on factors related to past periods. Buyer shall have the right to intervene and protest any such filings.

46. 1Line SERVICE

46.1 Availability

Seller has established its 1Line service (hereinafter called 1Line) for use by any 1Line subscriber. 1Line is an electronic service designed to provide the information or services required by applicable Commission orders or described in Seller's FERC Gas Tariff, and such other information or services as Seller may announce from time to time. 1Line shall be available twenty-four (24) hours per day, subject to maintenance and reasonable downtime. 1Line shall be available on a nondiscriminatory basis to any entity provided that such entity has executed a 1Line Service Agreement and submitted the information called for in such Service Agreement to Seller. It is not necessary that a 1Line subscriber be a Buyer under any of Seller's other FERC Gas Tariff service agreements. Seller reserves the right, at its sole discretion, to provide enhancements to 1Line or to discontinue information or services not required by Commission order or otherwise described in Seller's FERC Gas Tariff.

46.2 Services and Information Provided

A 1Line subscriber shall be entitled to use 1Line for the purposes of (a) exercising its rights as a Releasing Shipper pursuant to Section 42 of these General Terms and Conditions or submitting a bid as a Replacement Shipper under such provisions; (b) viewing notice(s) of elections to continue service received under Section 48 of these General Terms and Conditions; (c) viewing Seller's notice(s) of available firm capacity made pursuant to Section 49 of these General Terms and Conditions; (d) viewing notices of any restrictions of interruptible capacity; (e) any purposes described in any other provisions of Seller's FERC Gas Tariff which reference 1Line; and (f) viewing public information posted by Seller on 1Line and using such other features as may be made available by Seller from time to time on 1Line .

46.3 Maintenance of Public Information

Public information displayed on 1Line will be displayed in reverse chronological order. Information concerning completed capacity release transactions will remain on 1Line for at least ninety (90) days after completion and will be archived after such transactions are no longer actively maintained on the system. Archived information will be made available by Seller within a reasonable period of time after a Buyer's request for such information, and Seller may charge a reasonable fee for providing such archived information. Seller shall maintain and retain back-up records of the information displayed on 1Line for no less than three (3) years.

46.4 Electronic Execution of Agreements

(a) To the extent that Seller provides through 1Line the ability for subscribers to execute service agreements, electronic execution of such agreements shall be the sole method used by subscribers to enter into such agreements. Seller will maintain on 1Line a list of those service agreements that shall be executed electronically by 1Line subscribers.

(b) As its signature on an electronically executed agreement, a subscriber shall either (a) enter the name(s) of the person(s) designated as having the authority to enter into agreements in electronic form on the subscriber's behalf or (b) follow such other procedures as the subscriber and Seller have mutually agreed in writing shall constitute the subscriber's signature. Entry of such signature shall be sufficient to verify that the subscriber executed such agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

46. 1LINE SERVICE (Continued)

46.4 (Continued)

(c) An electronically executed agreement shall not be deemed to have been properly received until accessible to Seller through 1Line. Any such agreement which has been received shall not give rise to any obligation unless and until Seller has provided in return its notice of acceptance of the agreement. Seller's notice of acceptance of the agreement shall constitute Seller's signature, and shall be sufficient to verify that Seller executed such agreement.

(d) Execution of a 1Line Service Agreement shall evidence the mutual intent of Seller and the subscriber to create binding agreements pursuant to the electronic execution and transmission of such agreements. Any agreement properly executed and transmitted pursuant to this Agreement and the procedures implemented therefor on 1Line shall be considered for all purposes to be a "writing" or "in writing"; and any such agreement when containing, or to which there is affixed, a signature as set forth in Section 46.4(b) above ("Signed Agreements") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(e) The conduct of the parties pursuant to the 1Line Service Agreement, including the use of Signed Agreements properly transmitted pursuant to this Section 46, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of their 1Line Service Agreement. Neither Seller nor the subscriber shall contest the validity or enforceability of Signed Agreements under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Agreements, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the 1Line Service Agreement to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Agreements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Agreements were not originated or maintained in documentary form.

46.5 Ownership of 1Line Service

"1Line" is a service mark of Williams Gas Pipeline Company, LLC. Seller is the exclusive proprietor of the programming which generates 1Line and of all the copyrights and proprietary interests therein, except insofar as any third party possesses a copyright or proprietary interest in such materials. A 1Line subscriber will not by virtue of this Section or the executed 1Line Service Agreement acquire any proprietary interests in the software which generates 1Line or in the files, information, or data displayed on 1Line.

GENERAL TERMS AND CONDITIONS
(Continued)

46. 1Line SERVICE (Continued)

46.6 Liability for Use of 1Line

A 1Line subscriber assumes sole responsibility for use of 1Line and the files and the information displayed on 1Line and hereby indemnifies and holds Seller harmless against any liability or claim of any person that is attributable to improper use by the 1Line subscriber of 1Line or of the files and the information displayed on 1Line. Except as may result from the negligent action or willful misconduct of Seller, Seller shall have no responsibility to 1Line subscribers or to any third party for faulty retrieval, failure of retrieval, or loss of research, and in no event will Seller be liable to a 1Line subscriber or to any third party for actual, consequential, exemplary, or special damages resulting, in whole or in part, from the 1Line subscriber's use of 1Line and the files of and the information displayed on 1Line. If a 1Line subscriber requests and receives assistance from Seller's employees, such assistance will be at the 1Line subscriber's sole risk and Seller will not have any responsibility or liability arising therefrom, except as may arise from the negligent action or willful misconduct of Seller.

47. TRANSFERS OF STORAGE INVENTORY

47.1 General

If expressly permitted by the provisions of Seller's storage Rate Schedules, Seller shall permit transfers of Storage Gas Balances from one Buyer ("Transferring Buyer") to another Buyer ("Receiving Buyer") under the same storage Rate Schedule with Seller or between Seller's Rate Schedules ESS and ISS or WSS-Open Access and ISS.

47.2 Procedure

(a) Transferring Buyer or Receiving Buyer shall give Seller prior notice of the quantity of gas to be transferred and the date such quantity is to be transferred to a Receiving Buyer's Storage Gas Balance account by submitting a prearranged storage transfer request via 1Line. Transfer requests can be submitted up to 15 calendar days in advance of the designated transfer date. A submitted storage transfer request must be confirmed via 1Line by the Receiving Buyer. Following that confirmation, the quantity of gas requested to be transferred must be validated by Seller on the designated transfer date; if on the designated transfer date the Transferring Buyer does not have the full amount of the requested transfer quantity available in its Storage Gas Balance or the requested transfer quantity will cause the Receiving Buyer to exceed its Storage Capacity Quantity, then the confirmed transfer will be denied by Seller. If the transfer request is not confirmed at or before Midnight of the designated transfer date, then the transfer request will expire and the quantity subject to the request will remain with the Transferring Buyer. A transfer will be considered to have occurred on the designated transfer date after storage volumes have been allocated for that gas day.

(b) A transfer request cannot be withdrawn after submission by the submitting party, and if a transfer request is confirmed by the Receiving Buyer then the transfer request cannot subsequently be rejected by the Receiving Buyer.

48. RIGHT OF FIRST REFUSAL PROCEDURES

48.1 (a) This section sets forth the provisions which shall apply to Buyers eligible for a right of first refusal. A Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at the applicable maximum rate pursuant to a Service Agreement with either (1) a term of service of at least twelve consecutive months or (2) for a service which is not available for 12 consecutive months, a contract term of more than one year. Additionally, a Buyer receiving firm service at less than the applicable maximum rate pursuant to a Service Agreement executed prior to March 26, 2000 that meets the foregoing term criteria, will also be eligible for a right of first refusal; provided however, the right of first refusal will not apply to a re-executed Service Agreement unless it is at the applicable maximum rate.

(b) For firm transportation service performed under a Part 284 Rate Schedule with a primary term of one (1) year or more and not subject to Natural Gas Act Section 7(b) abandonment requirements, Seller or Buyer may provide written notice of its intent to terminate the firm service agreement between Seller and Buyer consistent with the notice of termination provisions set forth in such service agreement. If Buyer provides notice of termination to Seller and Buyer may desire to continue to receive all or a portion of its service entitlement under such service agreement, then Buyer must include in its notice an express, affirmative statement that Buyer may desire to continue to receive all or a portion of its service entitlement under the service agreement. If Seller provides notice of termination to Buyer, and Buyer may desire to continue to receive all or a portion of its service entitlement under such service agreement, then Buyer must provide within fifteen (15) days of receipt of Seller's notice, written notice to Seller that Buyer may desire to continue to receive all or a portion of its service entitlement under such service agreement. If Buyer provides timely notification to Seller that it may desire to continue to receive all or a portion of its service entitlement, then the provisions set forth below shall apply. If Buyer fails to provide timely notification to Seller that it may desire to continue to receive all or a portion of its service entitlement, then the provisions of Section 48.7 shall apply.

48.2 Upon receipt of Buyer's notice pursuant to Section 48.1(b), Seller shall post on 1Line at least one hundred fifty (150) days, but no more than one year, prior to the expiration of the service agreement all relevant provisions pertaining to such service agreement; provided, however, if the service agreement provides for a notice of termination period that is less than one hundred eighty (180) days, then Seller shall post the relevant provisions relating to such service agreement within 30 days from the date Seller receives Buyer's notice pursuant to Section 48.1(b). Seller shall solicit, for a minimum of fifteen (15) and a maximum of thirty (30) days following such posting, bids for service.

48. RIGHT OF FIRST REFUSAL PROCEDURES

48.3 Seller shall evaluate and determine the best bid relating to each service agreement in accordance with one of the following two methods, with the specific method identified in its notice for bid solicitation:

(a) Highest net present value of reservation charges, or
(b) Highest rate bid, provided such bid meets Seller's minimum stated term.

For purposes of determining (i) the highest bid under Section 48.3(a) and (b) and (ii) the bid rates bid, Buyer may elect to match pursuant to Section 48.4, Seller will utilize the reservation not to exceed Seller's applicable maximum reservation rates. In the event Seller receives two or more bids of equal value, then under method (a) the best bid shall be the bid with the shortest term and under method (b) the best bid shall be the bid with the longest term. If, after performing the aforementioned calculations, two or more bids are tied, a random and blind selection process will be used to select the best bid.

48.4 Buyer shall have the right to continue to receive service by notifying Seller in writing within fifteen (15) business days of receiving Seller's notification of the best bid, that Buyer agrees to match the best bid. The evaluation method used to determine whether Buyer's bid matches the best bid shall be the same method used to determine the best bid pursuant to Section 48.3 above. In the event Buyer matches the best bid, Buyer and Seller shall, prior to the expiration of the service agreement, execute a new service agreement setting forth terms and conditions of the matching bid. Such service agreement shall be effective as of the day following the expiration of the expiring service agreement.

48.5 If Buyer elects not to match the best bid, then such election shall constitute an irrevocable waiver of Buyer's right of first refusal and Seller shall execute a service agreement with Buyer submitting the best bid and shall provide such service pursuant to the terms and conditions contained in the best bid.

48.6 Notwithstanding the above, Seller shall not be obligated to accept any bid or execute any service agreement at a rate less than the maximum rate allowable under such Rate Schedule. Seller shall notify Buyer in writing if no bids are received during the bidding period, or if Seller does not accept any bids. Buyer and Seller shall have fifteen (15) business days following the date of Seller's notification to Buyer to reach a binding written commitment regarding the rate and term of continued service to Buyer. In that binding written commitment, Buyer shall be entitled to continue to receive service at the maximum rate and at a term selected by Buyer, or Buyer and Seller may agree upon a negotiated rate or a rate between the maximum and minimum allowable rates, as well as other mutually agreeable terms and conditions for continued service. In no event shall Buyer and Seller agree upon a rate which is less than any bid received by

Seller pursuant to this Section 48 and rejected by Seller. If Buyer and Seller reach a binding written commitment for continued service, Buyer must execute a new service agreement prior to the expiration of the term of the existing service agreement (or within 30 days following the date that Seller tenders the new service agreement to Buyer if the new service agreement is tendered by Seller on or after the expiration date of the existing agreement). If Buyer and Seller fail to reach a binding written commitment within fifteen (15) business days following the date of Seller's notification as provided herein, then Buyer's right of first refusal shall terminate and Seller will post the available firm capacity in accordance with Section 49 of the General Terms and Conditions.

48.7 In the event a Buyer or Seller provides notice to terminate service under a service agreement and Buyer does not notify Seller in accordance with Section 48.1(b) that Buyer may desire to continue to receive all or a portion of its service entitlement under such service agreement, then Buyer shall have forfeited its right of first refusal provided herein.

48.8 The provisions of this Section 48 shall not apply to releases of capacity under Section 42 of the General Terms and Conditions unless that release is a permanent release for the remaining term of the Service Agreement and that Service Agreement is eligible for right of first refusal provided for herein.

GENERAL TERMS AND CONDITIONS
(Continued)

49. PROCEDURES FOR ALLOCATING AVAILABLE FIRM CAPACITY

49.1 This Section 49 sets forth procedures for allocating existing firm capacity that becomes available on Seller's system other than through the applicable provisions of Section 42 and not otherwise allocated pursuant to the right of first refusal procedures contained in Section 48. Firm transportation capacity subject to the allocation procedures set forth in this Section 49 includes firm transportation capacity that becomes available from (i) existing firm transportation service performed under a Part 284 Rate Schedule with a primary term of one year or more that is subject to Natural Gas Act Section 7(b) abandonment and for which abandonment authority has been sought or obtained (ii) existing firm transportation service performed under a Part 284 Rate Schedule with a primary term of less than one year and (iii) existing firm transportation service provided under Section 157 and for which abandonment authority has been sought or obtained. In the event firm capacity on Seller's system becomes available as described herein, Seller shall post on 1Line all relevant terms and conditions pertaining to such capacity and will solicit bids for at least the following periods:

(a) One (1) business day for firm capacity which will be available for one month or less;

(b) Five (5) business days for firm capacity which will be available for more than one month but less than twelve months; and

(c) Thirty (30) business days for firm capacity which will be available for twelve months or longer.

49.2 Seller shall evaluate and determine the best bid in accordance with one of the following two methods, with the specific method identified in its notice for bid solicitation:

(a) Highest net present value of reservation charges; or

(b) Highest rate bid, provided such bid meets Seller's minimum stated term.

For purposes of determining the highest bid under Sections 49.2(a) and (b), Seller will use the reservation rates and other form of revenue guarantee bid, not to exceed Seller's applicable maximum reservation rates. The value of a bid proposing a reservation rate or other form of revenue guarantee which exceeds Seller's applicable maximum reservation rates shall be determined pursuant to the provisions in Section 53.3 of the General Terms and Conditions. In the event Seller receives two or more bids of equal value, then under method (a) the best bid shall be the bid with the shortest term and under method (b) the best bid shall be the bid with the longest term.

49.3 If two or more potential Buyers submit best bids such capacity shall be allocated to such potential Buyers ratably on the basis of the quantities bid.

49.4 In the event a potential Buyer's bid is accepted, and such potential Buyer otherwise meets all qualifications for service under such rate schedule, Seller shall submit a service agreement to Buyer which sets forth the terms of such bid. Buyer shall execute the Service Agreement within thirty (30) days of receipt of the same.

49.5 Notwithstanding the above, Seller shall not be obligated to accept any bid or execute a Service Agreement at a rate less than the maximum rate allowable under such rate schedule.

GENERAL TERMS AND CONDITIONS
(Continued)

50. PROCESSING RIGHTS REGARDING LIQUEFIABLE HYDROCARBONS

50.1 Each Buyer shipping gas on Seller's system has the right to process the liquefiable hydrocarbons contained in the gas stream tendered to Seller, at no cost, risk, or expense to Seller. The gas stream redelivered to Seller's system after processing shall conform to the quality specifications as contained in the General Terms and Conditions of this tariff.

50.2 Any Buyer electing to process gas must nominate the transportation of the Plant Thermal Reduction (PTR) replacement quantities on a transportation agreement using a transaction type 5 - Plant Thermal Reduction. Buyers' PTR replacement nominations must specify the appropriate processing plant(s) as delivery point(s). PTR replacement nominations may be submitted using a liquefiable transportation agreement, a service agreement under Rate Schedule IT, or a service agreement under Rate Schedule FT provided that the service agreement contains receipt point(s) on the supply lateral upstream of the processing plant and delivery point(s) at the processing plant.

50.3 Any Buyer electing to process and transport liquefiable hydrocarbons must nominate in accordance with the nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. The nominated and allocated quantities at the plants will be determined as follows:

(a) At plants where the plant operator has not executed an OBA with Seller, Buyers must nominate PTR replacement quantities that in total reflect the estimated PTR percentages for the applicable fields as reflected on 1Line. These posted percentages are based on historical data from the applicable field, or such other estimate established by mutual agreement between Seller and the plant operator.

The daily allocated delivered PTR quantity at the processing plant shall be equal to the daily scheduled PTR quantity at that point. The allocated receipt quantity will be determined in accordance with the PDA at the receipt point. At the end of each production month the transportation imbalance resulting from the difference between the allocated delivered quantity and the allocated receipt quantity shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions.

(b) At plants where the plant operator has executed an OBA with Seller, Buyers must nominate a PTR transportation quantity determined by mutual agreement between Buyer and plant operator. The daily allocated delivered PTR quantity at the processing plant shall be equal to the daily scheduled PTR quantity at that point. Any difference between the total of the daily scheduled quantity at the plant and the total of the daily actual measured PTR quantity will be allocated to the plant operator's OBA. The allocated receipt quantity will be determined in accordance with the PDA at the receipt point. At the end of each production month, the transportation imbalance resulting from the difference between the allocated delivered quantity and the allocated receipt quantity shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

50. PROCESSING RIGHTS REGARDING LIQUEFIABLE HYDROCARBONS (Continued)

50.4 Prior Period Adjustments will be resolved in the method set forth below:

(a) For plants with no executed OBA, the allocated delivered PTR quantities (as calculated in the production month) will be adjusted to the actual delivered PTR quantities at the plant as reflected on the respective plant statement. This adjustment shall be applied to each Buyer's Rate Schedule IT or Rate Schedule FT agreement used to transport PTR quantities. The imbalance resulting from this adjustment shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions.

(b) For plants where the plant operator has executed an OBA, any changes to the measured quantity at the plant shall be applied to the plant operator's OBA.

GENERAL TERMS AND CONDITIONS
(Continued)

51. OPERATIONAL CONTROLS

Seller shall implement Operational Controls through notices to Buyers, Receipt Point Operators, and Receipt Point OBA Parties in order to maintain the operational flexibility of Seller's system. Circumstances under which Seller may determine that an Operational Control must be issued include, but are not limited to (1) ensuring current and future storage capabilities and maintenance of line pack and (2) maintaining operational pressures and adequate gas supplies required to provide an efficient and reliable service. Seller shall determine in its sole judgment the action that is required to avoid an operating condition which could jeopardize the operational flexibility of the system. At least 48 hours prior to issuing notice of an Operational Control, Seller shall post a warning on 1Line identifying the existing operating conditions which are jeopardizing the operational flexibility of the system and which could cause Seller to issue notice of an Operational Control, pursuant to Sections 51.1 and 51.2 below.

Seller may, on a non-discriminatory basis, direct Buyers, Receipt Point Operators, or Receipt Point OBA Parties to take action through one or both of the following:

(a) Variance Notices pursuant to Section 51.1.

(b) Imbalance Makeup Notices (IMN) pursuant to Section 51.2.

Variance Notices and Imbalance Makeup Notices may be issued in addition to other actions taken by Seller, including issuance of an OFO. Whenever a condition in an OFO, as set forth in Section 52 of the General Terms and Conditions, conflicts with a condition in a Variance Notice or IMN, the condition stated in the OFO shall override the Variance Notice or IMN. In the event an OFO overrides the Variance Notice or IMN, the applicable penalty during the period the OFO is in effect, shall be the OFO penalty as set forth in Section 52.5 of the General Terms and Conditions.

Seller shall provide relevant information specific to the individual situation regarding the issuance and lifting of each particular Variance Notice and IMN.

Contact person(s) must be available to receive communication from Seller on operating matters at any time, twenty-four (24) hours a day, seven days a week on a year around basis. Buyers, Receipt Point Operators, and Receipt Point OBA Parties shall be solely responsible for any consequences arising if communication is not possible due to Buyers', Receipt Point Operators' or Receipt Point OBA Parties' failure to make contact person(s) available.

51.1 Variance Notices. Variance Notices are used to ensure, to the extent possible, that all quantities received at a Receipt Point shall be in accordance with the scheduled and confirmed quantity at such point within the Variance Notice Tolerance Percentage posted by Seller pursuant to Section 51.1(d). Seller shall state whether the notice applies system wide, to an affected area, or to individual points, the Tolerance Percentage and the duration of the notice.

(a) Seller shall state in its Variance Notice the notice type, which shall be either a:

(i) Pipeline Oversupply Notice - Upon issuance of a Pipeline Oversupply Notice, to the extent actual receipt quantities exceed scheduled receipt quantities by more than the Variance Notice Tolerance Percentage defined in Section 51.1(d) below, following the applicable notice period defined in Section 51.1(c) below, the gas quantities received in excess of the Tolerance Percentage shall be subject to the Variance Notice Penalty set forth in Section 51.1(e) below; or

51. OPERATIONAL CONTROLS (Continued)

51.1 (a) (ii) Pipeline Undersupply Notice - Upon issuance of a Pipeline Undersupply Notice, to the extent actual receipt quantities are less than scheduled receipt quantities by more than the Variance Notice Tolerance Percentage defined in Section 51.1(d) below, following the applicable notice period defined in Section 51.1(c) below, the difference in gas quantities between the Tolerance Percentage and the actual receipt quantities shall be subject to the Variance Notice Penalty set forth in Section 51.1(e) below.

(b) Circumstances giving rise to a Variance Notice - Seller shall issue a Pipeline Oversupply Notice or Pipeline Undersupply Notice to prevent the impairment of normal levels of service flexibility to Buyers under one or more of Seller's rate schedules, only if a variance at a receipt point is in excess of 15% of scheduled quantity or a variance in the portion of the system affected by the Variance Notice is in excess of 10% of total scheduled quantity; and, one or more of the following conditions occur:

(i) Seller has taken one or more of the following steps in the affected portion(s) of the system:

(1) reducing the allowable Pool scheduling tolerance to less than 4%;

(2) reducing to zero any additional quantities of ISS or PAL service available;

(3) reducing to zero the quantity of excess storage injection or withdrawal available to Buyers of firm storage services; or

(4) reducing to zero the use of makeup transactions necessary for imbalance management, or

(ii) Seller reasonably anticipates the onset of weather conditions on the system which, in Seller's sole judgment, would impair service to Buyers under one or more of Seller's rate schedules by jeopardizing the operational flexibility of Seller's system, or

(iii) Seller determines, in its sole judgment, that an operator's ability to tender scheduled quantities of gas to Seller is materially affected by a high pressure situation caused, in whole or in substantial part, by the variance that prompted the Variance Notice.

(c) Notice. Seller shall post a notice on 1Line (and make reasonable efforts to provide notice by facsimile, e-mail and/or telephone, as requested by Buyer) to all affected Buyers, Receipt Point Operators and Receipt Point OBA Parties that a Variance Notice will become effective. The notice will be posted no later than 4:00 p.m. on the day prior to the gas day for which the Variance Notice will be effective.

When Seller determines in its sole discretion that the operational flexibility of the system is no longer jeopardized, the Variance Notice will be rescinded and Seller shall post notice on 1Line (and make reasonable efforts to provide notice by facsimile, e-mail and/or telephone, as requested by Buyer).

51. OPERATIONAL CONTROLS (Continued)

51.1 (d) Variance Notice Tolerance Percentage. Seller shall determine, at its sole discretion, the Variance Notice Tolerance Percentage it deems appropriate to improve the particular operating situation. However, the Variance Notice Tolerance Percentage for each affected Buyer shall not be less than 5% of that affected Buyer's confirmed nominated quantity or 1000 dt whichever is greater.

(e) Variance Notice Penalty. Each party to which a Variance Notice is directed shall pay a charge calculated by multiplying the quantity outside of the Tolerance Percentage by the highest weekly Reference Spot Price for the current month (as set forth in Section 37.1(a) of the General Terms and Conditions) applicable to the affected Zone(s), for each day of that party's noncompliance with the Variance Notice. The Variance Notice Penalty collected shall be distributed pursuant to Section 54 of the General Terms and Conditions.

51.2 Imbalance Makeup Notices (IMN). Imbalance Makeup Notices will be used to correct imbalances Due To or Due From Buyers or OBA Parties. Seller shall determine in its sole judgment that an IMN is necessary to avoid an operating condition which could jeopardize the operational flexibility of the system. The balance subject to the IMN shall be the cumulative month-to-date imbalance on all firm and interruptible services and Operational Balancing Agreements. Seller may issue Imbalance Makeup Notices to address adverse operating conditions system wide, in an affected area, or at individual points.

(a) Seller shall state in its IMN the notice type, which shall be either an:

(i) Imbalance Makeup Notice Due From Buyer or OBA Party - An IMN Due From Buyer or OBA Party will be issued when Seller determines that the use of an IMN is needed to correct an imbalance Due From Buyer or OBA Party. The notice shall require Buyers or OBA Parties to reduce their cumulative monthly imbalance over the time period specified in the IMN (minimum of three (3) Gas Days, one of which must be a business day) to no greater than the Imbalance Makeup Notice Tolerance Percentage defined in Section 51.2(d) below. The difference between the tolerance level and the actual imbalance level on the date stated in the notice shall be subject to the Imbalance Makeup Notice Penalty in Section 51.2(e) below. This notice may direct all or some Buyers or OBA Parties (affected party) to comply with the notice; or

(ii) Imbalance Makeup Notice Due to Buyer or OBA Party - An IMN Due To Buyer or OBA Party will be issued when Seller determines that the use of an IMN is needed to correct an imbalance Due To Buyer or OBA Party. The notice shall require Buyers or OBA Parties to reduce their cumulative monthly imbalances over the time period specified in the IMN (minimum of three (3) Gas Days, one of which must be a business day) to no greater than the Imbalance Makeup Notice Tolerance Percentage defined in Section 51.2(d) below. The difference between the tolerance level and the actual imbalance level on the date stated in the notice shall be subject to the Imbalance Makeup Notice Penalty in Section 51.2(e) below. This notice may direct all or some Buyers or OBA Parties (affected party) to comply with the notice.

51. OPERATIONAL CONTROLS (Continued)

51.2 (b) Circumstances giving rise to an Imbalance Makeup Notice - Seller shall issue an Imbalance Makeup Notice Due From Buyer or OBA Party or Imbalance Makeup Notice Due To Buyer or OBA Party to prevent the impairment of normal levels of service flexibility to Buyers under one or more of Seller's rate schedules, only if the following conditions occur:

(i) Seller has experienced (1) a change in cumulative system imbalance of more than 1.0 MMdt over a period of three days or less or (2) the cumulative system imbalance exceeds 2.0 MMdt, or (3) physical storage inventory levels in Seller's storage facilities and services in the OIA(s) where the Imbalance Makeup Notice would apply are below 25% of capacity or in excess of 80% of capacity; and,

(ii) Seller has taken one or more of the following steps in the affected portion of the system.

(1) reducing the allowable Pool scheduling tolerance to less than 4%;
(2) reducing to zero any additional quantities of ISS or PAL service available;
(3) reducing to zero the quantity of excess storage injection or withdrawal available to Buyers of firm storage services; or
(4) reducing to zero the use of makeup transactions necessary for imbalance management.

(c) Notice. Seller will post the IMN on 1Line (and make reasonable efforts to provide notice by facsimile, e-mail and/or telephone, as requested by Buyer) to all affected parties that an IMN will become effective for the following Gas Day. The notice will be posted at least twenty-four (24) hours prior to the start of the Gas Day for which the IMN will be effective. The notice shall state the specific IMN tolerance percentage, and the Gas Day(s) within which the cumulative monthly imbalance must be reduced. The affected party(s) must appropriately schedule, in accordance with the timelines identified in Section 28 of the General Terms and Conditions, in response to the notice prior to the start of the Gas Day on which the IMN will be in effect.

When Seller determines in its sole discretion that the operational flexibility of the system is no longer jeopardized, the IMN will be rescinded and Seller shall post notice on 1Line (and make reasonable efforts to provide notice by facsimile, e-mail and/or telephone, as requested by Buyer).

(d) Imbalance Makeup Notice Tolerance Percentage. Seller shall determine, at its sole discretion, the Imbalance Makeup Notice Tolerance Percentage it deems appropriate to improve the particular operating situation. However, the Imbalance Makeup Notice Tolerance Percentage for each affected Buyer shall not be less than 5% of that affected Buyer's cumulative monthly imbalance, or 1,000 dt whichever is greater, existing at the time of the notice.

(e) Imbalance Makeup Notice Penalty. Each party to which an IMN is directed shall pay a charge calculated by multiplying the quantity of gas outside of the Tolerance Percentage by the highest weekly Reference Spot Price for the current month (as set forth in Section 37.1(a) of the General Terms and Conditions) applicable to the affected zone(s), for each day of that party's noncompliance with the IMN beyond the time frame specified in the IMN. The Imbalance Makeup Notice Penalty collected shall be distributed pursuant to Section 54 of the General Terms and Conditions.

The Imbalance Makeup Notice Penalty shall not apply to the extent that a party's noncompliance is caused by Seller's inability to physically accommodate an imbalance makeup, or by events of force majeure.

GENERAL TERMS AND CONDITIONS
(Continued)

52. OPERATIONAL FLOW ORDERS

52.1 Definition

(a) In order to alleviate operating conditions which may threaten the integrity of Seller's pipeline system, it may be necessary for Seller to issue Operational Flow Orders (OFOs) to effectuate adjustments in Buyer's daily receipts or deliveries over a reasonable period of time to maintain a current or cumulative balance between Buyer's receipts and deliveries in accordance with the terms of Seller's transportation Rate Schedules (Imbalance OFO), or to ensure that gas quantities are received and delivered by Buyer where scheduled (Scheduling OFO). Before issuing an OFO, Seller will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

(b) Upon issuance of an OFO by Seller to Buyer, Buyer shall adjust its gas receipts or deliveries as directed. Failure to comply with an OFO may result in an unauthorized OFO imbalance and cause Buyer to incur OFO penalties.

52.2 Circumstances Giving Rise to an OFO

Circumstances under which Seller may determine that an OFO must be issued include, but are not limited to:

(a) Responding to an event of force majeure;

(b) Accommodating capacity limitations resulting from the need to perform maintenance and/or repairs;

(c) Ensuring current and future storage capabilities and maintenance of line pack;

(d) Maintaining operational pressures and adequate gas supplies required to provide an efficient and reliable firm service;

(e) Responding to any event which Seller believes in its sole judgement may jeopardize the integrity of its system.

52.3 OFO Notice, Contents, and Procedures

Seller may issue an OFO upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise. Each OFO will contain the following provisions:

(a) time and date of issuance;

(b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);

(c) duration of the OFO (if none is specified, the OFO will be effective until further notice);

(d) a description of the area of Seller's pipeline system in which the OFO is in effect;

(e) the specific actions required to comply with the OFO including the time frame within which compliance is required before penalties are incurred;

(f) any other terms Seller may reasonably require to ensure the effectiveness of the OFO, and

(g) Seller will publish all notices of implementation of an OFO and all provisions of an OFO on 1Line as expeditiously as possible.

GENERAL TERMS AND CONDITIONS
(Continued)

52. OPERATIONAL FLOW ORDERS (Continued)

52.3 OFO Notices, Contents and Procedures (Continued)

(h) Upon termination of an OFO, Seller will post on 1Line relevant information specific to the individual situation regarding the issuance and lifting of that particular OFO as soon as it is available.

52.4 Unauthorized OFO Imbalances

(a) Imbalance OFO
Any level of daily imbalance by a Buyer to which Seller has directed an Imbalance OFO in excess of an allowable variation of 5% or 1,000 dth (whichever is greater) shall constitute an unauthorized OFO Imbalance.

(b) Scheduling OFO
Any level of scheduling variation by a Buyer to which Seller has directed a Scheduling OFO in excess of an allowable variation of 5% or 1,000 dth (whichever is greater) shall constitute an unauthorized OFO Imbalance.

52.5 OFO Penalties and Reservation

In addition to any and all other charges due Seller, Buyer shall pay Seller for all daily unauthorized OFO Imbalances a penalty equal to the higher of (i) $50 per dt or (ii) three times the highest weekly Reference Spot Price for the current month (as set forth in Section 37.1(a) of the General Terms and Conditions) applicable to the zone(s) in which the OFO imbalance occurs. The payment of a penalty for an unauthorized OFO Imbalance shall under no circumstances be considered as giving Buyer the right to violate OFOs nor shall such payment be considered as a substitute for any other remedy available to Seller or any other Buyer against the offending Buyer for failure to comply with an OFO.

52.6 Disposition of OFO Penalties

All OFO penalties collected by Seller shall be distributed pursuant to Section 54 of the General Terms and Conditions.

52.7 Specific FT Service Agreement OFO

In order to maintain the integrity of firm service on Seller's Leidy line system, it may be necessary for Seller to issue an OFO to Consolidated Gas Transmission Corporation (CNG) (and its successors or assigns) under its Rate Schedule FT service agreement (formerly Rate Schedule X-56) to require CNG (and its successors or assigns) to take maximum firm contract deliveries any day during the period November 1 through March 31 at Seller's point of interconnection with CNG at Leidy, Pennsylvania.

53. NEGOTIATED RATES

53.1 Availability. Seller and Buyer may mutually agree to negotiate rates under any Part 284 Rate Schedule that expressly provides for a negotiated rate and specifically references this Section 53.

53.2 Definition. Buyer and Seller may mutually agree to a negotiated rate, which rate shall be less than, equal to, or greater than Seller's maximum and/or minimum rates, may be based upon a rate design other than Straight Fixed Variable (SFV), and may include a minimum volume.

GENERAL TERMS AND CONDITIONS
(Continued)

53. NEGOTIATED RATES (Continued)

53.3 Best Bid for Available Firm Capacity. For purposes of Section 49.2 of the General Terms and Conditions, for negotiated rate bids proposing a reservation rate or other form of revenue guarantee which exceeds the maximum applicable reservation rate, the net present value calculated for the bid may not exceed a net present value that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed in the bid, in place of the reservation rate(s) or other revenue guarantee(s) proposed in the bid. As used in Section 49.2 and in this Section 53.3 "revenue guarantee" shall mean a volumetric or usage rate bid along with a minimum throughput commitment. In performing a net present value evaluation of a negotiated rate bid proposing a volumetric or usage rate along with a minimum throughput commitment, Seller shall consider only the fixed costs proposed to be recovered through the volumetric or usage rate bid in addition to any reservation rate included in the bid.

53.4 Capacity Release. A negotiated rate shall not apply as a price cap for capacity release transactions under Section 42 of the General Terms and Conditions. Capacity release bids must conform to Section 42.7 (d) of the General Terms and Conditions.

53.5 Rate Treatment. Seller shall have the right to seek in future general rate proceedings discount-type adjustments in the design of its rates related to negotiated rate agreements that were converted from pre-existing discount agreements to negotiated rate agreements, provided that the type of pre-existing service is not altered as a result of the conversion to a negotiated rate. In those situations, Seller may seek a discount-type adjustment based upon the greater of: (a) the negotiated rate revenues received or (b) the discounted rate revenues which otherwise would have been received.

53.6 Limitations. This Section 53 does not authorize Seller to negotiate terms and conditions of service.

54. PENALTY REVENUE SHARING

Subject to the further provisions of this Section 54, Seller shall distribute annually all penalty revenue collected, net of costs, during each annual period, excluding cash out penalty revenue, to firm and interruptible transportation and storage Buyers. "Net of costs" means the costs resulting from the transactions that gave rise to the penalty amounts, which are defined in Section 6.1 of Rate Schedule EESWS, Section 3.2(d) of Rate Schedule ISS, Section 7.2 of Rate Schedule PAL, and Section 18.6 of the General Terms and Conditions respectively. Each annual period shall consist of a twelve (12) month period ending July 31. For each month during each annual period, Seller shall determine the Buyers that have not incurred in that month any of the penalties subject to distribution pursuant to this Section and, therefore, are eligible to share in the penalty revenue collected in that month. Eligible Buyers will share in all penalty revenue collected during that month based on each respective eligible Buyer's actual fixed cost contribution as a percentage of the total fixed cost contribution of all eligible Buyers (exclusive of the fixed cost contribution pertaining to service purchased by Seller from third parties) during that month. The fixed cost contribution for any capacity release transaction not subject to the maximum rate ceiling shall be capped at the fixed cost portion of the maximum tariff rate that applies to the original Shipper's contract.

Following each annual period, Seller shall post on its EBB the penalty revenue collected and file a report with the Federal Energy Regulatory Commission and serve on Buyers and interested State Commissions. If the penalty revenue collected during an annual period does not exceed $100,000, Seller shall not distribute the penalty revenue to the eligible Buyers, as determined above, but shall retain the penalty revenue for distribution to the eligible Buyers following the end of the annual period during which the cumulative undistributed penalty revenue collected exceeds $100,000. Any penalty revenue collected and retained by Seller shall accrue interest calculated pursuant to Section 154.501(d) of the Commission's regulations.

55. RESERVATION OF CAPACITY

55.1 Reservation of Capacity for Service to Commence at a Future Date.

Seller may elect to enter into a prearranged deal with a creditworthy Buyer ("Prearranged Shipper") willing to execute a service agreement to start at a specific date up to three years in the future for service utilizing either currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right-of-first-refusal or the applicable Buyer does not exercise its right-of-first-refusal to retain the capacity. Seller will separately identify on 1Line all capacity that is expected to become available within the next thirty-six months. Seller will not enter into any pre-arranged deals for capacity that has not previously been posted on 1Line as available capacity.

(a) As soon as the prearranged deal is entered into (but before capacity is actually awarded or reserved by an executed service agreement), Seller will post on 1Line the prearranged deal as part of an open season bidding process in accordance with the provisions of Section 49 of these General Terms and Conditions to permit other parties an opportunity to bid on the capacity on a long-term basis. This open season bidding process will take place even if the capacity has already been subject to an open season and is currently posted as available. Any third party who meets Seller's creditworthiness standards, as set forth in Section 32 of these General Terms and Conditions, wishing to subscribe to the firm capacity, whether for service commencing immediately or in the future, can participate in the open season.

(b) Bids will be evaluated on a net present value ("NPV") basis. Such evaluation shall take into account the time value of the delay in Seller's receiving revenue under a bid for firm service to commence in the future. If a competing bid for service to commence immediately, or in the future, provides a higher NPV than the prearranged deal, the Prearranged Shipper will have a one-time right to match the highest NPV bid by notifying Seller in writing within fifteen (15) business days of receiving Seller's notification of the best bid.

(c) If the Prearranged Shipper matches the highest NPV bid, the Prearranged Shipper will be awarded the capacity; otherwise, the capacity will be awarded to the shipper providing the highest NPV bid. If the Buyer to whom the capacity is awarded meets all qualifications for service under the applicable rate schedule, Seller shall submit a service agreement to Buyer which sets forth the terms of such bid. Buyer shall execute the Service Agreement within thirty (30) days of receipt of the same.

(d) Once capacity for service to commence in the future is reserved, Seller will make such capacity available on an interim basis in accordance with Section 49 of these General Terms and Conditions. A service agreement for capacity available on such interim basis shall not be eligible for a right of first refusal for purposes of Section 48 of these General Terms and Conditions.

55.2 Reservation of Capacity for Expansion Projects.

Seller may elect to reserve for a future expansion project any currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right-of-first-refusal or the applicable Buyer does not exercise its right-of-first-refusal to retain the capacity.

55. RESERVATION OF CAPACITY (Continued)

55.2 Reservation of Capacity for Expansion Projects (Continued)

(a) Seller may reserve capacity only for a future expansion project for which an open season has been held or will be held within one year of the date Seller posts such capacity as being reserved. If Seller elects to reserve capacity for a future expansion project under this Section, such capacity may be reserved for up to one year prior to Seller filing for certificate approval for construction of the proposed expansion facilities, and thereafter until such expansion is placed into service.

(b) Seller shall, on a limited-term basis up to the in-service date of the expansion project, make available any capacity reserved under this section in accordance with Section 49 of these General Terms and Conditions. A service agreement for capacity available on such interim basis shall not be eligible for a right of first refusal for purposes of Section 48 of these General Terms and Conditions.

(c) Prior to reserving capacity for future expansion projects under this section, such capacity shall first have been made available in accordance with Section 49 of these General Terms and Conditions.

(d) Subject to the foregoing, Seller may reserve capacity by means of a posting on 1Line which shall include, without limitation:

(i) A description of the expansion project for which the capacity will be reserved;

(ii) The total quantity of capacity to be reserved;

(iii) The location of the proposed reserved capacity on Seller's system;

(iv) When Seller held or anticipates holding an open season in connection with the expansion project;

(v) The projected in-service date of the expansion project; and

(vi) On an ongoing basis, how much of the reserved capacity has been subscribed on an interim basis.

(e) To the extent that capacity reserved pursuant to this Section 55.2 is not sufficient to satisfy the requirements of an expansion project, Seller shall conduct, no later than ninety (90) days after the close of an open season for such expansion project, a reverse open season setting forth not unduly discriminatory terms for the turn back of capacity. Capacity obtained through a reverse open season shall be reserved for an expansion project pursuant to the terms of this Section 55.2; provided, however, that the posting requirements of Section 55.2(c) shall not apply to that capacity.

(f) Any capacity reserved for an expansion project that does not go forward for any reason shall be reposted as available capacity within 30 days of the date the capacity becomes available, except for capacity committed in service agreements entered into on an interim limited term basis.

Sheet Nos. 481 - 499 Sheet Nos. 481 - 499

SHEET NOS. 481 - 499 ARE BEING RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule GSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective and shall remain in force and effect for a period

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule GSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of anyone or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of .

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

SHEET NO. 502 IS BEING RESERVED FOR FUTURE USE.

Effective Date: 01/18/2010 Status: Effective
FERC Docket: RP10-259-000

First Revised Sheet No. 503 First Revised Sheet No. 503
Superseding: Original Sheet No. 503

SHEET NO. 503 IS BEING RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LG-A Rate Schedule)

THIS AGREEMENT entered into this day of by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and

hereinafter referred to as Buyer, second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement, and of Seller's Rate Schedule LG-A, Seller agrees to liquefy natural gas, store such gas in liquefied form, withdraw from storage, gasify and deliver to Buyer, quantities of natural gas as follows:

To withdraw from liquid storage and gasify the gas stored in liquefied form by Seller for Buyer's account up to a maximum quantity in any day of dt, which quantity shall be Buyer's Liquefaction Demand.

To liquefy and store in liquefied form for Buyer's account during the Injection Period of any year up to a total quantity of dt, which quantity shall be Buyer's Liquefaction Capacity Quantity.

ARTICLE II
POINT(S) OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of November 1, and shall remain in force and effect until 8:00 a.m. Eastern Standard Time October 31, and thereafter until terminated by Seller or Buyer upon at least one hundred eighty (180) days prior written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LG-A Rate Schedule)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LG-A and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LG-A Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and _____, hereinafter referred to as Buyer, second party

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICES TO BE RENDERED

Subject to the terms and provisions of this Agreement and Seller's Rate Schedule S-2, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule S-2 and stated in Article II of this Agreement.

ARTICLE II
TERM OF AGREEMENT

Subject to the provisions of Article I hereof, this Agreement shall be effective on _____ ___, _____. Natural gas service rendered hereunder shall commence on _____ ___, _____, and continue for a period of _____ (____)years and thereafter until terminated either by Seller or Buyer upon twelve (12) months prior written notice to the other specifying a termination date of April 15, or any anniversary thereafter.

ARTICLE III
CONTRACT DEMAND
AND STORAGE CAPACITY QUANTITY

Subject to the terms and provisions of this Agreement, Seller, during the period November 16 through April 15th, inclusive, of each contract year, agrees to withdraw or cause to be withdrawn from storage, transport and deliver to Buyer such quantities of natural gas as Buyer shall specify up to the following maximum daily quantities:

The period from November 16 through February 16, _____ dt per day;

Commencing February 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 1, on which date the Maximum Daily Quantity shall be _____ dt per day;

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

Commencing March 2 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 16, on which date the Maximum Daily Quantity shall be _____ dt per day;

Commencing March 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until April 1, and for the period from April 1 through April 15, the Maximum Daily Quantity shall be _____ dt per day;

provided, that Seller shall have no obligation to deliver to Buyer during each contract year a quantity of natural gas in excess of the following total quantities during the periods hereinafter set forth:

From November 16 through February 15, not in excess of _____ dt

From November 16 through March 15, not in excess of _____ dt

From November 16 through April 15, not in excess of _____ dt

For the purpose of computing the demand charge in Seller's Rate Schedule S-2, the foregoing maximum daily quantity of _____ dt shall constitute the Contract Storage Demand of Buyer, and Buyer agrees to pay Seller therefor as provided in Article V hereof. Buyer's Storage Capacity Quantity under Rate Schedule S-2 shall be _____ dts.

The term "contract year" as used in this Contract and in Seller's Rate Schedule S-2 shall mean a period commencing on the sixteenth day of November of each calendar year of the term hereof and continuing through the next ensuing fifteenth day of November.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

ARTICLE IV
POINT(S) OF DELIVERY
AND DELIVERY PRESSURE(S)

Seller shall deliver natural gas hereunder to Buyer at the following Point(s) of Delivery and at a pressure(s):

ARTICLE V
PRICE

Commencing on the effective date hereof Buyer shall pay Seller for all natural gas service rendered hereunder in accordance with Seller's Rate Schedule S-2 as filed with the Federal Energy Regulatory Commission, and as same may be amended or superseded, from time to time.

This Agreement in all respects shall be and remain subject to the applicable provisions of Seller's Rate Schedule S-2, which is made a part hereof by reference, and as same may be amended or superseded from time to time.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this Agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(Applicable to Deliveries Under Rate Schedule LG-S)

THIS AGREEMENT entered into this day of by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and
hereinafter referred to as Buyer, second party

W I T N E S S E T H:

WHEREAS

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TO BE DELIVERED

Subject to the terms and provisions of this agreement and of Seller's LG-S rate schedule, Seller agrees to deliver to Buyer, and Buyer agrees to receive from Seller quantities requested by Buyer which Seller, in its sole judgment, determines that it can make available hereunder.

ARTICLE II
POINT OF DELIVERY

The Point of Delivery for the natural gas delivered under this agreement shall be at the outlet valve of Seller's loading facilities at its liquefaction-storage plant located near Carlstadt, New Jersey.

ARTICLE III
DELIVERY PRESSURE

The natural gas delivered by Seller to Buyer in the liquid phase shall be at the pressure developed by the force of gravity on the liquid head contained in Seller's storage tank or at the pressure developed by auxiliary equipment that may be in operation at the time of delivery. The minimum pressure shall be that which is developed by the force of gravity with a 23 foot head of liquid natural gas.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____ and shall remain in force and effect until _____ and thereafter until terminated by Buyer or Seller upon at least _____ days written notice.

FORM OF SERVICE AGREEMENT
(Applicable to Deliveries Under Rate Schedule LG-S)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's LG-S rate schedule and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
ODORIZATION

The gas delivered by Seller shall not be odorized and Buyer agrees to indemnify Seller against any liability or claim arising out of or in connection with the delivery of unodorized gas by Seller to Buyer.

ARTICLE VII
INDEMNIFICATION

Buyer agrees to indemnify and hold harmless Seller from any and all claims, suits or causes of action of any type arising out of the operations provided for hereunder where such operations are under the control of Buyer, its agents, representatives or contractors.

ARTICLE VIII
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

FORM OF SERVICE AGREEMENT
(Applicable to Deliveries Under Rate Schedule LG-S)
(Continued)

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

SHEET NO. 512 BEING RESERVED FOR FUTURE USE.

SHEET NO. 513 BEING RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LSS Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule LSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored and withdrawn from storage) and deliver to Buyer, quantities of natural gas (less fuel allowance) as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and year to year thereafter, subject to termination by either party upon _____ prior written notice to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LSS Rate Schedule)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of anyone or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of .

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LSS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Storage Service)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____ hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from the Tioga Storage Pool and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule SS-1 Section 7(c) Storage Service as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-1 Section 7(c) Storage Service, Seller agrees to receive for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-1 Section 7(C) Storage Service as follows:

To withdraw from storage or cause to be withdrawn from storage, and deliver to Buyer at the delivery point set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be at the interconnection between the facilities of UGI Central Penn Gas, Inc. and Dominion Transmission at the Tioga Storage Pool located in Lawrence and Farmington Townships, Tioga County, Pennsylvania (Tioga Storage Pool).

The Point of Delivery for all natural gas withdrawn and delivered by Seller to Buyer under this agreement shall be at the Tioga Storage Pool.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Storage Service)
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and thereafter, subject to termination by either party upon _____ prior written notice to the other party.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-1 Section 7(C) Storage Service and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251-1396
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Storage Service)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Open Access Storage Service)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____ hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from the Tioga Storage Pool under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule SS-1 Open Access Storage Service as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-1 Open Access Storage Service, Seller agrees to receive for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-1 Open Access Storage Service as follows:

To withdraw from storage or cause to be withdrawn from storage, and deliver to Buyer at the delivery point set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of _____dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be at the interconnection between the facilities of UGI Central Penn Gas, Inc. and Dominion Transmission at the Tioga Storage Pool located in Lawrence and Farmington Townships, Tioga County, Pennsylvania (Tioga Storage Pool).

The Point of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at the Tioga Storage Pool.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Open Access Storage Service)
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and thereafter, subject to termination by either party upon _____ prior written notice to the other party.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-1 Open Access Storage Service and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251-1396
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Open Access Storage Service)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Transportation Service)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____ hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-1 Section 7(c) Transportation Service, Seller agrees to receive from Buyer for transportation and deliver to Buyer quantities of natural gas to be injected or withdrawn by Seller (less fuel allowance, if any) for Buyer under Rate Schedule SS-1 Section 7(C) Storage Service as follows:

To receive from Buyer for transportation and deliver during the withdrawal season, at the receipt and delivery points set forth below, the gas stored for Buyer's account under Seller's Rate Schedule SS-1 Section 7(c) Storage Service up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Transportation Demand.

To receive from Buyer for transportation and deliver during the injection season, at the receipt and delivery points set forth below, up to a total quantity of _____ dt, which quantity shall be equal to Buyer's Storage Capacity Quantity under Seller's Rate Schedule SS-1 Section 7(c) Storage Service.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for transportation for Buyer's account shall be at the interconnection of Dominion Transmission and Seller at Leidy located in Potter County, Pennsylvania (Leidy) during the Withdrawal Season and during the Injection Season shall be at or near:

The Point of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at Leidy during the Injection Season and during the Withdrawal Season shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transportation line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Transportation Service)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective _____, and shall remain in force and effect until _____, and thereafter, subject to termination by either party upon _____ prior written notice to the other party.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-1 Section 7(C) Transportation Service and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251-1396
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule SS-1 Section 7(C) Transportation Service)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)

THIS AGREEMENT entered into this day of , 1990, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and , a corporation, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-2, Seller agrees to receive from Buyer or for Buyer's account for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-2 as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be (1) at the interconnection between the facilities of National Fuel Gas Supply Corporation (National Fuel) and Penn-York Energy Corporation located in Potter County, Pennsylvania, at the Ellisburg Station; (2) at the interconnection between the facilities of National Fuel and Transco at or near Leidy in Clinton County, Pennsylvania; or (3) at certain existing points of interconnection between Buyer and Seller.

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

Delivery Point(s)	Quantity (dt/d)

ARTICLE III
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until _____, and shall continue thereafter until terminated by either party upon _____ prior written notice to the other specifying a termination date at the end of such primary term or any subsequent anniversary thereof.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ICTS)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller,"" first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSFER SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ICTS, Buyer agrees to deliver or cause natural gas to be delivered to Seller and Seller agrees to transfer natural gas to Buyer or for the account of Buyer, on an interruptible basis, up to a maximum daily quantity of _____ dt per day. Seller, after having satisfied any pending requests for service under Rate Schedule ICTS, may transfer daily quantities of gas tendered by Buyer in excess of the specified maximum daily quantity; however, in no event shall Seller be obligated to receive at any initial point(s) of transfer a quantity of gas in excess of the lower of Buyer's (1) maximum daily quantity or (2) the daily quantity scheduled for transfer by Seller. Nor shall Buyer tender at any one or all initial point(s) of transfer a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment of interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm and interruptible transportation services. In the event Seller is unable to transfer the total quantity of natural gas requested by all Buyers under Rate Schedule ICTS, then Seller shall allocate available transfer service among such Buyers in accordance with Section 5 of Seller's Rate Schedule ICTS.

ARTICLE II
POINT(S) OF TRANSFER AND PRESSURES

1. Points of transfer hereunder shall be those points on Seller's system determined pursuant to Sections 1(d) and 4.1 of the Rate Schedule ICTS.

2. Buyer shall deliver or cause natural gas to be delivered at the initial point(s) of transfer hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum allowable operating pressure specified below. In the event the maximum operating pressure of Seller's pipeline system, at the initial point(s) of transfer hereunder, is from time to time increased or decreased, then the maximum allowable pressure of the gas delivered or caused to be delivered by Buyer to Seller at the initial point(s) of transfer shall be correspondingly increased or decreased.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ICTS)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas transferred for Buyer hereunder in accordance with Seller's Rate Schedule ICTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ICTS)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 8.3 of Rate Schedule FT which is incorporated herein by reference.]

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, ____(year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. [OPTION TO DELETE IF NOT APPLICABLE: As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.]

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 81 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

Exhibit A

Point(s) of Receipt	[OPTIONAL IF AGREED TO: Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*]

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

Exhibit B

Point(s) of Delivery	Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day)	Pressure

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

EXHIBIT C

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IT)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule IT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on an interruptible basis, up to a maximum daily quantity of _____ dt per day. Seller, after having satisfied any pending requests for service under Rate Schedule IT, may transport daily quantities of gas tendered by Buyer in excess of the specified maximum daily quantity; however, in no event shall Seller be obligated to receive at any point(s) of receipt a quantity of gas in excess of the lower of Buyer's (1) maximum daily quantity plus compressor fuel and line loss make-up or (2) the daily quantity scheduled for delivery to Seller. Nor shall Buyer tender at any one or all point(s) of receipt a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment of interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm services. In the event Seller is unable to receive or deliver the total quantity of natural gas requested to be transported for all Buyers of service under Rate Schedule IT, then Seller shall allocate available capacity among such Buyers in accordance with Section 6 of Seller's Rate Schedule IT and Section 28 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum allowable operating pressure specified below.

In the event the maximum operating pressure of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall include all available points of receipt on Seller's System as posted by electronic means on 1Line.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IT)

ARTICLE III
POINT(S) OF DELIVERY AND PRESSURE(S)

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at any available point(s) of delivery as posted by electronic means on 1Line.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule IT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and will be specified on the currently effective Sheet No. 81 of Volume No. 1 of Seller's Tariff which relate to service under this agreement and which are incorporated herein.

3. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IT)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IT)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

Effective Date: 12/31/2008 Status: Effective
FERC Docket: RP09-158-000

Sheet Nos. 541 - 559 Sheet Nos. 541 - 559

SHEET NOS. 541 - 559 are being reserved for future use.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT-G, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68, et al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT-G and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT-G and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 81 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT-G, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT-G, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)
(Continued)

Exhibit A

Point(s) of Receipt

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)
(Continued)

Exhibit B

Points(s) of Delivery	Pressure

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT-G)
(Continued)

EXHIBIT C

Specification of Negotiated Rate and Term

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FTN, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FTN and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 81 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation notice service pursuant to Section 3 of Seller's Rate Schedule FTN, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FTN, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)
(Continued)

Exhibit A

Point(s) of Receipt

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)
(Continued)

Exhibit B

Points(s) of Delivery	Pressure

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FTN)
(Continued)

EXHIBIT C

Specification of Negotiated Rate and Term

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available to Buyer storage capacity from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule ESS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ESS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To inject into storage a maximum quantity on any day of ___ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396

Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter [or, when applicable, "and year to year thereafter"] until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396

Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ESS)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available to Buyer Emergency Eminence Storage Withdrawal Service from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage withdrawal service under Seller's Rate Schedule EESWS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule EESWS, Seller agrees as follows:

To withdraw from storage on any day _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To inject into storage on any day ___ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)
(Continued)

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule EESWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Director, Customer Services

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule EESWS)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

FORM OF SERVICE AGREEMENT
for
Rate Schedule NS

THIS AGREEMENT made and entered into this ___ day of _____, _____, by and between Transcontinental Gas Pipe Line COMPANY, LLC, a Delaware limited liability company hereinafter referred to as "Seller", and _____, a _____, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, natural gas under the terms and conditions hereinafter set forth, and

WHEREAS, such gas sold and purchased hereunder will be delivered by Seller to Buyer pursuant to Seller's Rate Schedule NS, and

WHEREAS, [include other clauses as may be needed];

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties do agree as follows:

[All terms and conditions, including without limitation price, quantity, priority of service, and term, shall be as negotiated and mutually agreed upon by Buyer and Seller.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

WITNESSES: TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

_____ By_____

_____ Title_____

WITNESSES: [BUYER]

_____ By_____

_____ Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available on an interruptible basis to Buyer storage capacity from its Eminence, Hester or Washington Storage Fields under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service on an interruptible basis under Seller's Rate Schedule ISS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ISS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas on an interruptible basis.

Interruptible Storage Service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment of interruption is necessary due to operating conditions on Seller's system.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence, Hester or Washington Storage Fields located in Covington County, Mississippi, St. James Parish, Louisiana and St. Landry Parish, Louisiana, respectively. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____ and shall remain in force and effect until _____, and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)
(Continued)

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service hereunder in accordance with Seller's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
For Use Under Seller's Rate Schedule PAL Section 2.1(a))
Parking Service

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS SERVICE

1. Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Seller's Rate Schedule PAL, Buyer agrees to deliver or cause gas to be delivered to Seller and Seller agrees to (a) the receipt of a quantity of gas (Parked Quantity), up to the Maximum Daily Quantity specified in the executed Purchase Order, on behalf of Buyer at the available Point(s) of Service on Seller's system; (b) hold the Parked Quantity on Seller's system; and (c) deliver, upon nomination by Buyer, the Parked Quantity to Buyer at the available Point(s) of Service. Buyer shall make any necessary arrangements with Seller to receive or deliver gas to Seller at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

2. For each of Buyer's Parking Service transactions with Seller, Buyer and Seller shall execute a Purchase Order in the form attached hereto as Exhibit A.

3. Service rendered hereunder shall be subject to curtailment or interruption at Seller's sole discretion. In the event Seller is unable to provide the level of Parking Service requested by all Buyers under Rate Schedule PAL, then Seller shall allocate available Parking Service among such Buyers in accordance with Section 6 of Seller's Rate Schedule PAL.

ARTICLE II
PARKING TRANSACTION POINT(S) OF SERVICE

Seller shall render Parking Service to Buyer at the available Point(s) of Service posted on 1Line from time to time and specified in the executed Purchase Order.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(a))
Parking Service
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
For Use Under Seller's Rate Schedule PAL Section 2.1(a))
Parking Service
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors.

5. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(a))
Parking Service
(Continued)

Exhibit A

Purchase Order

Reference is made to that Service Agreement entitled "Service Agreement For Use Under Seller's Rate Schedule PAL Section 2.1(a), Parking Service" by and between Seller and _____ (Buyer), dated _____, _____ (year).

Seller and Buyer agree, pursuant to the referenced service agreement, to a Purchase Order under the following terms:

Term of Purchase Order:
Service beginning on _____, _____ (year)
Service ending on _____, _____ (year)

Daily Parking Charge
(¢ per dt per day of Parked Quantity) _____

Transaction Point of Service _____

Maximum Parked Contract Quantity _____

Maximum Daily Parked Quantity _____

Maximum Daily Withdrawal Quantity _____

If you are in agreement, please indicate by executing below.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(b))
Loaning Service

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS SERVICE

1. Subject to the terms and provisions of this agreement (including Exhibit A hereto) and of Seller's Rate Schedule PAL, Buyer agrees to receive or cause gas to be received from Seller and Seller agrees to (a) advance to Buyer a quantity of gas (Loaned Quantity) up to the maximum daily quantity specified in the executed Purchase Order, at the available Point(s) of Service; and (b) the receipt by Seller of Buyer's return of the Loaned Quantity at the available Point(s) of Service. Buyer shall make any necessary arrangements with Seller to receive or deliver gas to Seller at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

2. For each of Buyer's Loaning Service transactions with Seller, Buyer and Seller shall execute a Purchase Order in the form attached hereto as Exhibit A.

3. Service rendered hereunder shall be subject to curtailment or interruption at Seller's sole discretion. In the event Seller is unable to provide the level of Loaning Service requested by all Buyers under Rate Schedule PAL, then Seller shall allocate available Loaning Service among such Buyers in accordance with Section 6 of Seller's Rate Schedule PAL.

ARTICLE II
ADVANCEMENT TRANSACTION POINT(S)

Seller shall render Loaning Service to Buyer at the available Point(s) of Service posted on 1Line from time to time and specified in the executed Purchase Order.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(b))
Loaning Service
Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

2. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(b))
Loaning Service
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors.

5. Notices to either party shall be in writing or by telecopy or by telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL Section 2.1(b))
Loaning Service
(Continued)

Exhibit A

Purchase Order

Reference is made to that Service Agreement entitled "Service Agreement For Use Under Seller's Rate Schedule PAL Section 2.1(b), Loaning Service" by and between Seller and _____ (Buyer), dated _____, _____ (year).

Seller and Buyer agree, pursuant to the referenced service agreement, to a Purchase Order under the following terms:

Term of Purchase Order:
Service beginning on _____, _____ (year)
Service ending on _____, _____ (year)

Daily Loaning Charge
(¢ per dt per day of Loaned Quantity) _____

Transaction Point of Service _____

Maximum Loaned Contract Quantity _____

Maximum Daily Loaned Quantity _____

Maximum Daily Loan Payback Quantity _____

If you are in agreement, please indicate by executing below.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)

THIS AGREEMENT entered into this day of , , by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and , a corporation, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from its Washington Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule WSS-Open Access as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule WSS-Open Access, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule WSS-Open Access.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be Seller's Washington Storage Field located at Seller's Station 54 in St. Landry Parish, Louisiana. Gas delivered or received in Seller's pipeline system shall be at the prevailing pressure not to exceed the maximum allowable operating pressure.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS-Open Access, and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter [or, when applicable, "and year to year thereafter"] until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS-Open Access, and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LNG Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____ by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and _____ hereinafter referred to as Buyer, second party,

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from its liquefaction plant upstream of Carlstadt, New Jersey under Part 284 of the Commission's regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule LNG as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement, and of Seller's Rate Schedule LNG, Seller agrees to liquefy natural gas, store such gas in liquefied form, withdraw from storage, gasify and deliver to Buyer, quantities of natural gas as follows:

To withdraw from liquid storage and gasify the gas stored in liquefied form by Seller for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Liquefaction Demand.

To liquefy and store in liquefied form for Buyer's account during the Injection Period of any year up to a total quantity of _____ dt, which quantity shall be Buyer's Liquefaction Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT/DELIVERY

The Primary Point(s) for receipt and/or delivery for all natural gas delivered by Seller to Buyer or Buyer to Seller under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect for a period terminating _____, _____, and year to year thereafter, subject to termination by either party upon _____ written notice to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LNG Rate Schedule)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule LNG and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LNG Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's LNG Rate Schedule)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

FORM OF SERVICE AGREEMENT
(For 1Line Service)

THIS SERVICE AGREEMENT ("Agreement") is entered into this ___ day of _____, 20__, by and between Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, hereinafter referred to as "Company," and _____, hereinafter referred to as "Customer."

WITNESSETH:

WHEREAS, in order to facilitate access to and provide information concerning transportation services on Company's pipeline system, as well as provide certain interactive functions relating to transportation services on its pipeline system, Company has developed, pursuant to the Federal Energy Regulatory Commission's ("FERC") regulations and the North American Energy Standards Board's ("NAESB") standards, an electronic bulletin board service referred to as Company's "1Line" service; and

WHEREAS, Customer desires to obtain information from and communicate and conduct business with Company utilizing Company's 1Line service; and

WHEREAS, Company is willing to allow Customer to utilize the 1Line service subject to the terms of this Agreement and Company's FERC Gas Tariff.

NOW THEREFORE, in consideration for Company providing Customer access to the 1Line service, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Customer hereby agree as follows:

1. UserIDs and Passwords. Company agrees that upon receipt of Customer's 1Line Access Request Form, in which Customer designates its Security Administrator ("Administrator"), Company will assign a 1Line UserID and temporary password to Administrator. Administrator's temporary password will expire upon initial log-on to 1Line, and Administrator will designate his or her own password. Administrator may request additional UserIDs from Company for use by Customer's authorized employees. Customer may cancel UserIDs via 1Line or the notice provisions hereof and shall cancel UserIDs of any employee or Administrator terminated from employment with Customer or who is otherwise no longer authorized to access 1Line on behalf of Customer. Customer agrees to immediately notify Company upon any material change to the information provided on the 1Line Access Request Form, and to forward Company any documentation required to verify such material change (e.g., documentation verifying a legal name change, etc.).

2. Agents. Company agrees that it will recognize the appointment of an Agent by Customer to access and perform functions on 1Line on Customer's behalf ("Agent"). However, Company shall only recognize such appointment when all the following conditions have been met: Customer and Agent complete and provide to Company an Agency Appointment Form (form to be furnished by Company); Agent completes and provides to Company the 1Line Access Request Form specifying Agent's Security Administrator; and Agent enters into a 1Line Service Agreement with Company. Thereafter, Agent will be considered for purposes of this Agreement as a Customer and will be treated as a Customer as described herein. Customer may cancel the appointment of an Agent and name a successor Agent via 1Line or the notice provisions hereof. Customer represents and acknowledges that any Agent it appoints has legal authority to act on behalf of Customer in performing any functions listed on the 1Line menu for which the Agent is authorized, and that Company is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment.

FORM OF SERVICE AGREEMENT
(For 1Line Service)
(Continued)

3. Electronic Execution of Agreements. Customer shall be bound by any agreement executed by it using the electronic execution procedures of 1Line. The electronic execution by Customer shall constitute Customer's signature to and approval of the subject agreement, provided that an agreement electronically executed by Customer shall not be deemed to have been properly received by Company until accessible to Company through 1Line. Any such agreement which has been received shall not give rise to any obligation until Company has provided in return its notice of acceptance of the agreement. Company's notice of acceptance of the agreement shall constitute Company's signature to and approval of same. The parties agree that by executing this Agreement, Customer's use of the electronic execution feature of 1Line to execute an agreement, together with Company's notice of acceptance thereof, will constitute an executed written agreement between the parties in satisfaction of any applicable "statute of frauds."

4. Security. Company and Customer agree that security is a priority. Company, therefore, reserves the right to terminate any Customer UserID which has been inactive for more than ninety (90) calendar days. Company further reserves the right to invalidate Customer's UserIDs if Customer breaches any term of this Agreement and such breach threatens the viable operation of 1Line, or if Company terminates this Agreement as provided herein. Such invalidation shall only be implemented following ten (10) days prior notice by Company to Customer of such intended action and the reason therefore to provide Customer a reasonable time to reform or correct conduct which has resulted in a breach of this Agreement; however, if the conduct results in a serious breach which may immediately jeopardize the security, confidentiality, or viable operation of 1Line, Company reserves the right to immediately invalidate Customer's UserIDs.

5. Confidentiality. Company and Customer agree that confidentiality is critical to security. Therefore, Customer agrees to keep, and to cause Administrator and Customer's authorized employees to keep, all Customer UserIDs and passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access 1Line for Customer. Customer agrees that only Administrator and Customer's authorized employees will be given Customer's UserIDs and passwords, and that only Administrator and Customer's authorized employees will be permitted to access 1Line on Customer's behalf. Likewise, Company agrees to keep, and to cause its authorized employees to keep, Customer's UserIDs and temporary passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access 1Line for Company. Customer agrees to immediately notify Company if it becomes aware that a security breach has or may have occurred with regard to its authorized employees that has been on-going or that it has not corrected or is unable to correct. Any use of 1Line by any person using any of Customer's UserIDs and/or passwords shall be deemed to be use by Customer and Customer agrees to be responsible for and to accept liability for any such use, whether by authorized or unauthorized persons unless Company is responsible for disclosure of the Customer UserIDs and/or passwords not in accordance with this Agreement.

FORM OF SERVICE AGREEMENT
(For 1Line Service)
(Continued)

6. Indemnification. Customer agrees to defend, indemnify and hold harmless Company and its officers, directors, employees, Agents and representatives from and against all claims, demands, direct damages, losses, costs and expenses (including without limitation court costs and reasonable attorneys' fees) and liabilities (exclusive of special, indirect or consequential damages, including, without limitation, loss of profits or business interruptions) arising out of (i) any breach of confidentiality with respect to the assignment of UserIDs or passwords to Customer or its authorized persons or the use of UserIDs or passwords by Customer's authorized persons, or use by any unauthorized person who gained knowledge of Customer's UserIDs or passwords due to the negligent actions or willful misconduct of Customer, (ii) any breach of this agreement by Customer or its employees or Agents and/or (iii) any and all use of Customer's 1Line account except to the extent resulting from the negligent actions or willful misconduct of Company.

7. Limitation of Liability. Customer agrees that Company may act, without liability to Customer or any other party, in reliance upon any acts or things done or performed by persons utilizing Customer's UserIDs or passwords on behalf of Customer or its Agents (so long as Company is not aware of a security breach). Customer shall hold Company harmless from any omission or failure by Customer or its authorized Agents to act or perform any duty required as a result of any use of the interactive function of the 1Line service. Company shall not be held responsible for any omission or failure of a function accessed through the 1Line service if such omission or failure is caused by or related to any errors in transmission of data to or from Company's computer systems, power failures, failure of any computer systems or backup systems, or any other event beyond the reasonable control of Company. Neither Company nor Customer shall be liable to the other for any special, indirect or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement, the provision and use of the 1Line service or the information contained therein.

8. Procedures. Company and Customer agree to follow all procedures regarding the 1Line service as such procedures may be established and announced from time to time.

9. Term. This Agreement shall become effective as of the date first above written and shall remain in force and effect until terminated by Customer or Company upon ten (10) days written notice to the other party, or until terminated pursuant to other provisions of this Agreement.

10. Choice of Law. This Agreement shall be governed by the laws of the State of Texas, excluding, however, any conflicts of law or choice of law provisions which may require the application of the laws of another state.

11. Tariff. This Agreement, the services provided hereunder, and the use of such services are subject to all of the terms and conditions set forth in Company's FERC Gas Tariff, and all such terms, conditions and provisions are incorporated herein by reference.

FORM OF SERVICE AGREEMENT
(For 1Line Service)
(Continued)

12. Tariff Changes. Customer agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes in (i) the terms, rates and charges applicable to service pursuant to this Agreement or (ii) any provision of Company's FERC Gas Tariff relating to this Agreement or to the 1Line service. Company agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings. To the extent that the FERC or other appropriate regulatory authority approves and makes effective any changes in the terms, rates or charges applicable to service pursuant to this Agreement, this Agreement shall be deemed to be modified and amended to conform with such changes.

13. Assignment. Any assignment of this Agreement by either party shall be void and of no force or effect without the prior written consent of the other party.

14. Notices. Unless otherwise provided herein, notices shall be given by hand, electronic transmission, mail or courier. Notices shall be deemed given upon the date the notice is sent. Either party may change its address or telephone or facsimile numbers for notices hereunder by providing written notice of such change to the other party. Notices hereunder shall be addressed as follows:

If to Customer:

If to Company:

15. Headings. The headings or titles to each of the sections of this Agreement are included for convenience of reference only and shall have no effect on, or be deemed as part of, the text of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Transcontinental Gas Pipe Line
Company, LLC

By_____

Title_____

[Customer]

_____

By_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule POOLING)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Buyer requests and Seller agrees to provide _____ (firm or interruptible) pooling service as set forth herein,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
POOLING SERVICE

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule POOLING, Seller agrees to provide pooling service to Buyer on a firm or interruptible basis, as specified above.

ARTICLE II
POOLING TRANSACTION POINT(S) OF SERVICE

This service agreement shall apply to firm or interruptible pooling service provided by Seller to Buyer at all pooling points identified on 1Line, pursuant to Rate Schedule POOLING.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller all applicable rates and surcharges in accordance with Seller's Rate Schedule POOLING and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule POOLING)
(Continued)

ARTICLE V
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notice to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule POOLING)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)

THIS AGREEMENT entered into this _____ day of _____, ____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FDLS, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ dt per day, subject to a Maximum Hourly Quantity ("MHQ") of _____ dt per hour.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

ARTICLE III
POINT(S) OF DELIVERY AND MINIMUM PRESSURE

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery at delivery point(s) located within Buyer's primary path pursuant to Section 4.5 of Rate Schedule FDLS and at secondary delivery points pursuant to Section 2.6 of Rate Schedule FDLS at an hourly rate no greater than the MHQ specified above in Article I:

Point(s) of Delivery	Minimum Pressure

Seller's obligation to redeliver gas to Buyer or for the account of Buyer at the minimum pressure specified at the point(s) of delivery, at delivery point(s) located within Buyer's primary path and at secondary delivery points is subject to (1) Buyer taking delivery of such gas at an hourly gas flow rate not in excess of Buyer's MHQ, and (2) such gas being scheduled by or for the account of Buyer to the point(s) of receipt specified in this agreement on Seller's mainline under a Rate Schedule FT service agreement for which such point(s) of receipt is a traditional Rate Schedule FT delivery point or a non-traditional delivery point as defined in Section 4.5 of Seller's Rate Schedule FT.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, ____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____,____(year) or the date that all of Seller's _____(insert project name) facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's reasonable judgment"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, ____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FDLS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree pursuant to the provisions in Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 89 of Volume No. 1 of Seller's FERC Gas Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm delivery lateral service pursuant to Section 3 of Seller's Rate Schedule FDLS, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FDLS, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Print Name_____

Title_____

_____
(Buyer)

By_____

Print Name_____

Title_____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FDLS)
(Continued)

Exhibit A

Specification of Negotiated Rate and Term

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IDLS)

THIS AGREEMENT entered into this _____ day of _____, _____(year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule IDLS, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on an interruptible basis, up to a maximum daily quantity of _____ dt per day. Seller, after having satisfied any pending requests for service under Rate Schedule IDLS, may transport daily quantities of gas tendered by Buyer in excess of the specified maximum daily quantity; however, in no event shall Seller be obligated to receive at any point(s) of receipt a quantity of gas in excess of the lower of Buyer's (1) maximum daily quantity plus compressor fuel and line loss make-up or (2) the daily quantity scheduled for delivery to Seller. Nor shall Buyer tender at any one or all point(s) of receipt a cumulative quantity of natural gas in excess of such daily quantity without the prior consent of Seller.

2. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Seller's judgment such curtailment of interruption is necessary due to operating conditions or insufficient pipeline capacity available on Seller's system, or is otherwise necessary to protect authorized firm services. In the event Seller is unable to receive or deliver the total quantity of natural gas requested to be transported for all Buyers of service under Rate Schedule IDLS, then Seller shall allocate available capacity among such Buyers in accordance with Section 6 of Seller's Rate Schedule IDLS and Section 28 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery:

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IDLS)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect through _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least thirty (30) days written notice to the other specifying a termination date; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's sole judgment, fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule IDLS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree pursuant to the provisions of Section 53 of the General Terms and Conditions, to a negotiated rate and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel and line loss make-up in providing the transportation service hereunder, which quantity may be changed from time to time and will be specified on the currently effective Sheet No. 90 of Volume No. 1 of Seller's Tariff which relates to service under this agreement and which is incorporated herein.

3. Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under this Rate Schedule, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IDLS)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name_____

Title _____

_____
(Buyer)

By _____

Print Name_____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule IDLS)
(Continued)

Exhibit A

Specification of Negotiated Rate and Term