

Great Lakes Gas Transport, L.L.C.: Second Revised Volume No. 1
Sub. Title Page : Effective

FERC GAS TARIFF
Second Revised Volume No. 1
OF
GAS TRANSPORT, INC.
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

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Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1 : Effective
Superseding: Fourth Revised Sheet No. 1

CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective November 1, 2001, this FERC Gas
Tariff of Gas Transport, Inc., under which Great Lakes Gas Transport,
L.L.C. operated, is cancelled.

Issued By: Jeffery A. Bynum, Senior Vice President Effective: November 1,
2001
Issued On: November 13, 2001

Effective Date: 01/01/1998 Status: Effective
FERC Docket: RP98- 82-000

Third Revised Sheet No. 2 Third Revised Sheet No. 2 : Effective
Superseding: Second Revised Sheet No. 2

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First Revised Sheet No. 3 First Revised Sheet No. 3 : Effective
Superseding: Original Sheet No. 3

PRELIMINARY STATEMENT

Gas Transport, Inc. is a corporation organized under the laws of the State of Delaware, with its principal office located at Lancaster, Ohio. The company's operations consist of transporting natural gas.

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FERC Docket: RP97-157-006

Original Sheet No. 4 Original Sheet No. 4 : Effective

[MAP]

Effective Date: 10/01/1997 Status: Effective
 FERC Docket: TM98-1-130-000

Third Revised Sheet No. 5 Third Revised Sheet No. 5 : Effective
 Superseding: Sub. Second Revised Sheet No. 5

SCHEDULE OF APPLICABLE RATES

Rate Sch. (1)	Rate Component (2)		Base Rate (3)	FERC ACA (4)	Current Rate 1/ (5)
FT	Reservation	(Max)	\$ 1.86		\$ 1.86
		(Min)	\$ 0.00		\$ 0.00
	Commodity	(Max)	\$ 0.0756	\$.0022	\$ 0.0778
		(Min)	\$ 0.0100	\$.0022	\$ 0.0122
	Maximum Transportation Volumetric Rate		\$ 0.1369	\$.0022	\$ 0.1391
EFT	Reservation	(Max)	\$ 1.86		\$ 1.86
		(Min)	\$ 0.00		\$ 0.00
	Commodity	(Max)	\$ 0.0756	\$.0022	\$ 0.0778
		(Min)	\$ 0.0100	\$.0022	\$ 0.0122
	Maximum Transportation Volumetric Rate		\$ 0.1369	\$.0022	\$ 0.1391
IT	Commodity	(Max)	\$ 0.1369	\$.0022	\$ 0.1391
		(Min)	\$ 0.0100	\$.0022	\$ 0.0122
Gathering		(Max)	\$ 0.2138		\$ 0.2138
		(Min)	\$ 0.0100		\$ 0.0100

1/ The total rate is the stated rate for each component of each Rate Schedule per Dekatherm ("Dth") plus 2% retainage, either in kind or cash.

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First Revised Sheet No. 6 First Revised Sheet No. 6 : Effective
Superseding: Original Sheet No. 6

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by Gas Transport, Inc. (hereinafter called "Transporter") to a customer identified in Section 6 hereof and a Replacement Shipper obtaining service under this EFT Rate Schedule pursuant to the capacity re-allocation procedure set forth in Section 10 of the General Terms and Conditions ("GT&C") of this Tariff (hereinafter called "Shipper").
- 1.2 Each customer has been allocated the levels of service set forth in Section 7 hereof and the receipt entitlements set forth in Section 7 hereof.
- 1.3 A Shipper identified at Section 6 hereof may request increases in its Contract Maximum Daily Transportation Quantity ("MDTQ") or receipt entitlement(s). Transporter shall not be required to grant any said request for increased transportation service (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or firm storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the increased service will be paid for on a timely basis according to the criteria set forth in Section 24.2 of the GT&C; or (v) if such increased service does not comply with this EFT Rate Schedule or the EFT Service Agreement.
- 1.4 Transporter and Shipper may add or delete firm primary delivery or receipt points from time to time provided Transporter can provide service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.

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First Revised Sheet No. 7 First Revised Sheet No. 7 : Effective
Superseding: Original Sheet No. 7

EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

1. AVAILABILITY (cont'd)

- (a) Availability of service at new primary receipt and delivery point(s) will be subject to the provisions of this Section 1.
- (b) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Transportation Service Request Form, as described in Section 24 of the GT&C; however, the information specified in subsections (c) and (f) of Section 24.1 may be omitted.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this EFT Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This EFT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an EFT Service Agreement. This EFT Rate Schedule sets forth the terms and conditions of the "no-notice" transportation service required by Section 284.8(a) (4) of the Commission's Regulations.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) specified in the EFT Service Agreement, or at secondary receipt points specified in the EFT Service Agreement, or at secondary receipt points as described in Subsection 2.4, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after appropriate reductions as set out in the EFT Service Agreement and Section 3 of this EFT Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary delivery points specified in the EFT Service Agreement or at secondary delivery points as described in Subsection 2.4. Transporter shall not be required:

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EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

- (a) to accept quantities of gas in excess of the sum of the Contract MDTQ on any day at any combination of receipt points and the fuel, loss and company-use retention applicable to such quantity.
 - (b) to accept quantities of gas in excess of the receipt entitlements applicable to a receipt point or combination of receipt points, or
 - (c) to deliver quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.
- 2.4 Subject to the provisions of this EFT Rate Schedule, Transporter will:
- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
 - (b) will deliver natural gas for the Shipper's account at a secondary delivery point, provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation service to another Shipper (from a firm primary receipt point or to a firm primary delivery point).
- 2.5 Subject to Section 11 of the General Terms and Conditions of this tariff, an EFT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.6 A shipper receiving service under this EFT Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.7 Service under this EFT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

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Second Revised Sheet No. 9 Second Revised Sheet No. 9 : Effective
Superseding: First Revised Sheet No. 9

EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

- 2.8 With regard to receipts of gas from an upstream pipeline source identified in Section 7 hereof that is comprised of more than one receipt point, an EFT Shipper shall nominate for a receipt by Transporter of a stated quantity of gas from such source. Transporter shall determine the distribution of the nominated quantity among the receipt points within the zone.
- 2.9 Transporter shall not be required to accept nominations from Shipper for an arrangement of receipts and deliveries among receipt and delivery points that would conflict with the Operating Protocol for EFT Service set forth at Section 8 hereof. In addition, Transporter may reject nominations, require revised nominations, issue operational flow orders or take such other action as is reasonably required to:
- (a) protect any of Transporter's facilities from excessive pressures or other similar threats to the integrity of its system, and
 - (b) permit Transporter to fulfill the delivery obligations set forth in the Operating Protocol for EFT Service set forth at Section 8 hereof, and its other firm obligations.
 - (c) permit Transporter to inject or withdraw gas from individual storage fields in a manner consistent with the performance characteristics of such fields.

Transporter shall, as soon as is reasonably practicable, notify the Commission and post on its Web Site the circumstances and justifications for any actions taken pursuant to the second sentence of this Subsection 2.9.

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Superseding: First Revised Sheet No. 10

EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

2.10 Until a notification is received from Transporter that Shipper must bring receipts and deliveries into contemporaneous balance, and for twelve (12) hours thereafter, Shipper may receive gas in excess of the quantities scheduled for delivery by Transporter to Shipper up to the difference between Shipper's Contract MDTQ and the quantities scheduled for delivery by Transporter to Shipper. Within forty-eight (48) hours of receipt of notification from Transporter that Shipper must return the quantities of gas advanced by Transporter to Shipper pursuant to the foregoing sentence, Shipper must return such quantities of gas. An EFT Shipper shall not be entitled to receive gas under this Section 2.10 within such notification period. Section 14 of the General Terms and Conditions shall apply when Shipper fails to return such quantities of gas as required by Transporter.

3. RATE

3.1 The applicable maximum and minimum rates for deliveries are set forth on the currently effective Sheet No. 4 of this tariff, and these rates are incorporated herein by reference.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
- (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month.
- (c) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month.
- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

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First Revised Sheet No. 11 First Revised Sheet No. 11 : Effective
Superseding: Original Sheet No. 11

EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

3. RATE (cont'd)

3.3 Transporter will retain the percent of receipts set forth on Sheet No. 5 as "fuel, loss and company-use retention."

3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5.

4. AUTHORIZED OVERRUN TRANSPORTATION

4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDTQ or receive quantities of gas at any receipt point or a combination thereof in excess of the receipt entitlement applicable to such receipt point or combination thereof on any day under the EFT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its firm delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation shall be subordinated to deliveries within contract quantities pursuant to the FT or EFT Rate Schedules, or other firm transportation rate schedules, and will have scheduling priority over deliveries under the IT Rate Schedule and authorized overruns under other firm transportation rate schedules. Authorized overruns under this EFT Rate Schedule shall be scheduled on a first-come, first-served basis.

4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 4 of this tariff to the extent that Transporter transports quantities of gas in excess of Shipper's Contract MDTQ. Charges under Section 12 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

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EFT RATE SCHEDULE
 Enhanced Firm Transportation Service
 (cont'd)

6. SHIPPER'S CONTRACT MAXIMUM DAILY TRANSPORTATION QUANTITIES

SHIPPER	MDTQ (DTH PER DAY)
GE Plastics	6,000
Conoco, Inc.	1,600
Corning Incorporated	475
Schuller International	750

7. SHIPPER'S RECEIPT ENTITLEMENTS

Pipeline	Customer	Receipt Entitlement (Dth/day)
Columbia: Meter #940	GE Plastics	5,000
	Conoco, Inc.	1,350
Local Production		
Ohio Meters		
Meter #117	GE Plastics	1,000
	Conoco, Inc.	250
West Virginia Meters		
Meter #203	Corning Incorporated	475
Meter #999	Schuller International	750

8. OPERATING PROTOCOL FOR EFT SERVICE

8.1 Capacities of Segments of Transporter's System

SEGMENT	CAPACITY (Mcf/D)
Section A	4,176
Section B	54,959
Section C	23,423

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Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Effective
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EFT RATE SCHEDULE
 Enhanced Firm Transportation Service
 (cont'd)

8. OPERATING PROTOCOL FOR EFT SERVICE (cont'd)

8.2 Delivery Pressure Requirements

Transporter shall deliver natural gas to Shipper at the point(s) of delivery at the pressures sufficient to effect deliveries of gas to Shipper, provided, however, that Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure obligations stated in this Section 8.2, subject to any provisions in this tariff which may limit these obligations.

Meter	Location	(psig)
GTI-1	Wood County, W. Va.	200
GTI-2	Wood County, W. Va.	305
River	Washington County, Ohio	165

8. OPERATING PROTOCOL FOR EFT SERVICE (cont'd)

8.3 Receipt Requirements

(a) At the following delivery points to Transporter, requirements are served by upstream pipeline connections which feed directly to the Shipper's market. In these specific cases, Transporter has no facilities through which to replace or supplement natural gas deliveries, and the Shipper is restricted to the pressures and quantities available from such upstream pipelines, with whom Transporter will contract directly for transportation service. Transporter's delivery obligation at such points will also be limited by station capacities, which are listed below.

Interconnecting Pipeline	Meter Name/Location	Meter	PSIG	Mcf/d
Columbia	Rockport/Wood County, W. Va.	940	325	25,743
Local Production				
-----	Ohio/Washington County, Ohio	117	25	2,036
-----	Limestone/Wood County, W. Va.	203	310	5,000
-----	Pond Creek/Wirt County, W. Va.	999	60	1,080
-----	Silverton/Jackson County, W. Va.	---	55	268
-----	Cottageville/Jackson County, W. Va.	5631	45	5,049

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First Revised Sheet No. 14 First Revised Sheet No. 14 : Effective
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EFT RATE SCHEDULE
Enhanced Firm Transportation Service
(cont'd)

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

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First Revised Sheet No. 15 First Revised Sheet No. 15 : Effective
Superseding: Original Sheet No. 15

FT RATE SCHEDULE
Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by Gas Transport, Inc. (hereinafter called "Transporter") for any person or a Replacement Shipper, as set forth in Section 10 of the General Terms and Conditions of this Tariff (hereinafter called "Shipper") provided that: (i) capacity is available on all portions of Transporter's system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 24 of the General Terms and Conditions of this Tariff ("GT&C") and executes a service agreement for firm transportation service under this FT Rate Schedule in the form contained in this Tariff; and (iii) said service complies with the terms and conditions of this FT Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests received pursuant to Section 24 of the GT&C, Transporter shall not be required to grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with real time measurement, communication and control capability at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter's judgment interfere with the integrity of its system, or service to existing, firm transportation or storage customers; (iii) which would require the construction, modification, expansion or acquisition of any facilities; (iv) if Transporter determines that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis according to the criteria set forth in Section 24.2 of the GT&C; or (v) if such service does not comply with this FT Rate Schedule or the FT Service Agreement.

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First Revised Sheet No. 16 First Revised Sheet No. 16 : Effective
Superseding: Original Sheet No. 16

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

1. AVAILABILITY (cont'd)

- 1.3 While a determination of capacity on Transporter's system is reported once each year, on March 1st, in accordance with Section 284.12 of the Commission's regulations, determination of available firm capacity on Transporter's system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. In processing requests for service under Section 24 of the GT&C, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 24 of the GT&C, on a first come, first served basis determined as of the date Transporter received a valid request submitted by Shipper as described in Section 24 of the GT&C.
- 1.4 Transporter and Shipper may add or delete firm primary delivery or receipt points from time to time provided Transporter can provide service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
 - (a) Availability of service at new primary delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract Maximum Daily Transportation Quantity ("MDTQ"), as defined in Section 2.3, among its existing and new primary delivery point(s).
 - (b) Availability of service at new primary receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary receipt points.
 - (c) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, as described in Section 24 of the GT&C; however, the information specified in subsections (c) and (f) of Section 24.1 of the GT&C may be omitted.
- 1.5 This FT Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with real time measurement, communication and control capability.

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FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FT Rate Schedule shall be performed under Subparts B, G, or K of Part 284 of the Commission's Regulations. This FT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FT Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the GT&C hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) specified in the FT Service Agreement, or at secondary receipt points as described in Subsection 2.4, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the FT Service Agreement and Section 3 of this FT Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary delivery points specified in the FT Service Agreement, or at secondary delivery points as described in Subsection 2.4. Transporter shall not be required:
 - (a) to accept any gas tendered at any firm primary receipt point in excess of the MDTQ specified in the FT Service Agreement for that receipt point,
 - (b) to accept quantities of gas in excess of the Contract MDTQ on any day at any combination of receipt points,
 - (c) to deliver quantities of gas at any firm primary delivery point in excess of the MDTQ specified in the FT Service Agreement for that delivery point, nor
 - (d) to deliver quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

The Contract MDTQ shall be the sum of the MDTQ's applicable to each primary receipt point. The sum of the MDTQ's applicable to each primary delivery point shall also equal the Contract MDTQ, net of applicable fuel and loss retention.

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FERC Docket: RP98- 82-000

First Revised Sheet No. 18 First Revised Sheet No. 18 : Effective
Superseding: Original Sheet No. 18

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.4 Subject to the provisions of this FT Rate Schedule, Transporter will:

- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
- (b) deliver natural gas for the Shipper's account at a secondary delivery point.

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation service to another Shipper (from a firm primary receipt point or to a firm primary

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

delivery point) and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FT shippers shall be superior to the use of such points by interruptible shippers.

- 2.5 Subject to Section 11 of the GT&C of this tariff, an FT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.
- 2.6 A Shipper receiving service under this FT Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.7 Service under this FT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder.

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First Revised Sheet No. 19 First Revised Sheet No. 19 : Effective
Superseding: Original Sheet No. 19

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

3. RATE

- 3.1 The applicable maximum and minimum rates for deliveries are set forth on the currently effective Sheet No. 5 of this tariff, and these rates are incorporated herein by reference.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
 - (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
 - (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month.
 - (c) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month.
 - (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
 - (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited to equipment sufficient to provide Transporter with real time measurement, communication and control capability.
- 3.3 Transporter will retain two percent of receipts set forth on Sheet No. 6 as "fuel, loss and company-use retention."
- 3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this rate schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate or retaining an allowance less than the maximum allowance for service under this Rate Schedule as set forth on Sheet No. 5.

Effective Date: 01/01/1998 Status: Effective
FERC Docket: RP98- 82-000

First Revised Sheet No. 20 First Revised Sheet No. 20 : Effective
Superseding: Original Sheet No. 20

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

4. AUTHORIZED OVERRUN TRANSPORTATION

- 4.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver quantities of natural gas in excess of Shipper's MDTQ on any day under the FT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation services and shall be scheduled, together with Authorized Overrun Transportation under Rate Schedule IT, on a first-come, first-served basis.
- 4.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this tariff. Charges under Section 13 of the GT&C shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

5. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

6. RECEIPT AND DELIVERY PRESSURE

- 6.1 Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt, provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.
- 6.2 Shipper will make deliveries of gas to Transporter for transportation hereunder at mutually agreeable points of receipt on Gas Transporter's system, as described in the executed serviced agreement. Prior to the initial receipt of such gas, Shipper shall reimburse Transporter the cost of any facilities that Transporter installed to receive, transport or deliver Shipper's gas.
- 6.3 All gas tendered by Shipper for transportation hereunder shall conform to the quality provisions of the GT&C of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 01/01/1998 Status: Effective
FERC Docket: RP98- 82-000

First Revised Sheet No. 21 First Revised Sheet No. 21 : Effective
Superseding: Original Sheet No. 21

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

7. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

8. TERMINATION FOR DEFAULT

If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a service agreement hereunder, then in such event the other party may at its option terminate such agreement by proceeding as follows: The party not in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving notice to terminate the same; thereupon the party in default shall have 30 days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of 30 days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of 30 days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any termination of such agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amount then due to it and shall be without prejudice to the

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FERC Docket: RP98- 82-000

Second Revised Sheet No. 22 Second Revised Sheet No. 22 : Effective
Superseding: First Revised Sheet No. 22

FT RATE SCHEDULE
Firm Transportation Service
(cont'd)

8. TERMINATION FOR DEFAULT (cont'd)

right of Shipper to receive any gas which it has delivered to Transporter but which Transporter has not delivered back to Shipper, although entitled thereto, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

9. ASSIGNMENT

Neither party to any service agreement under this rate schedule shall assign such service agreement or any interest therein or any property, real or personal, acquired in connection therewith, without the prior written consent of the other, except that either may assign all of its rights and obligations thereunder to a corporation which shall succeed by purchase, merger or consolidation to the properties substantially as an entirety of the assigning party and which shall assume and agree in writing to perform all of its duties and obligations under such service agreement. The foregoing notwithstanding, Transporter and Shipper may assign or pledge its right, title and interest in and by virtue of, any service agreement under this rate schedule, including any and all extensions, renewals, and amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without the consent of the other party, and without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor, and, if any such trustee be a corporation, without its being required by the parties to such service agreement to qualify to do business in the state in which the performance of the service agreement may occur.

10. WAIVER

No waiver by either party of any one or more defaults by the other in the performance of any provisions of any service agreement under this rate schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Effective Date: 01/01/1998 Status: Effective
FERC Docket: RP98- 82-000

First Revised Sheet No. 23 First Revised Sheet No. 23 : Effective
Superseding: Original Sheet No. 23

IT RATE SCHEDULE
Interruptible Transportation Service

1. AVAILABILITY

This IT Rate Schedule is available for interruptible transportation service by Gas Transport, Inc. (hereinafter called "Transporter") on behalf of any person (hereinafter called "Shipper") to the extent that: (i) capacity is available on Transporter's system from time to time; (ii) Shipper makes a request for service as set forth in Section 24 of the General Terms and Conditions of this Tariff ("GT&C") and executes a service agreement for interruptible transportation under this IT Rate Schedule in the form contained in this Tariff; and (iii) such service complies with the terms and conditions of this IT Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The Transportation service provided under this IT Rate Schedule shall be performed under Subparts B, G, H, or K of Part 284 of the Commission's Regulations. This IT Rate Schedule shall apply to all gas transporter by Transporter for Shipper pursuant to an IT Service Agreement.

2.2 Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.

Service hereunder may be interrupted whenever necessary to provide firm transportation services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.

2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) specified in the IT Service Agreement, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas (after reductions as set out in the IT Service Agreement and Section 5 of this IT Rate Schedule) by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the IT Service Agreement.

2.4 An IT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.

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First Revised Sheet No. 24 First Revised Sheet No. 24 : Effective
Superseding: Original Sheet No. 24

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

- 2.5 A Shipper receiving service under this IT Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.6 Service under this IT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder.

3. PRIORITY OF SERVICE

- 3.1 Interruptible transportation service of Transporter under this IT Rate Schedule shall have a priority for system capacity subordinate to Transporter's firm transportation service.
- 3.2 If monthly nominations under IT Service Agreements exceed Transporter's projected available capacity to provide such services, Transporter shall, to the extent possible given the requirements of upstream or downstream transporters, schedule receipts and deliveries for Shippers in accordance with the following order of priority:
 - (a) Among Shippers for whom receipts and deliveries were scheduled for the month immediately preceding the month to be scheduled, up to the quantities previously scheduled, allocated among shippers in this category on the basis of the following subsections of this Section 3.2.
 - (b) Among Shippers authorized by the Commission to receive service on or before [insert effective date] up to the authorized maximum daily volume, prorated according to the quantities nominated by Shippers in this category.
 - (c) Among all other Shippers on a first-come first-served basis, determined as of the date Transporter received each Shipper's completed "Transportation Service Request Form," provided that all requests received by Transporter on a single day shall be deemed to have been received at the same point in time.
- 3.3 Transporter will schedule interim nominations for service in the order such interim nominations are received by Transporter, but only to the extent it can do so without reducing another Shipper's scheduled monthly nomination.

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FERC Docket: RP98- 82-000

First Revised Sheet No. 25 First Revised Sheet No. 25 : Effective
Superseding: Original Sheet No. 25

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

3. PRIORITY OF SERVICE (cont'd)

- 3.4 Subject to Subsection 11.2 of the General Terms and Conditions, Transporter will, to the extent practical, make scheduling modifications during a month in order to effect an allocation of capacity in conformance with the priorities set forth in Subsection 3.2 of this IT Rate Schedule.
- 3.5 Notwithstanding Subsections 3.2 through 3.4 hereof, Transporter reserves the right, after two (2) days notice, to interrupt service to a Shipper paying a discount rate to enable Transporter to provide service to another Shipper if such service would result in a higher unit rate to the Transporter. Within such two (2) day period, Shipper shall be allowed to increase its rates by any amount up to the maximum rate specified in this IT Rate Schedule. A Shipper agreeing to increase its rate hereunder shall be entitled to any higher priority associated with such higher rate. Among Shippers agreeing to pay the same rate as of the termination of the two (2) day notice period, the priorities set out in Subsections 3.2 through 3.4 shall apply. No Shipper may obtain a higher priority during any period of interruption to which a notice relates by agreeing to an increased rate after the end of the two (2) day notification period.
- 3.6 All receipt and delivery points are available to Shippers as they are added to Transporter's system.

4. RATE

- 4.1 The applicable maximum and minimum rates per Dth for deliveries are set forth on the currently-effective Sheet No. 5 of this Tariff, and these rates are incorporated herein by reference.
- 4.2 For all service rendered under this IT Rate Schedule during each month, Shipper shall pay Transporter:
- (a) Commodity Charge. A charge per Dth times the number of Dth of all gas delivered by Transporter during the billing month.

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FERC Docket: RP98- 82-000

Second Revised Sheet No. 26 Second Revised Sheet No. 26 : Effective
Superseding: First Revised Sheet No. 26

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. RATE (cont'd)

- (b) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month.
- (c) An amount to reimburse Transporter for filing fees associated directly with the transportation service and paid to the Commission.
- (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

4.3 Transporter will retain the percent of all gas receipts set forth on Sheet No. 5 as "retainage."

4.4 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this Rate Schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining an allowance less than the maximum allowance for this service under this Rate Schedule set forth on Sheet No. 5.

5. AUTHORIZED OVERRUN TRANSPORTATION

5.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any day, quantities of natural gas in excess of Shipper's MDTQ under the IT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery obligations. Transportation pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation services and shall be scheduled, together with Authorized Overrun Transportation under Rate Schedule FT on a first-come first-served basis.

5.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this Tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

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First Revised Sheet No. 27 First Revised Sheet No. 27 : Effective
Superseding: Original Sheet No. 27

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

6. MINIMUM MONTHLY BILL

None.

7. RECEIPT AND DELIVERY PRESSURE

- 7.1 Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt; provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.
- 7.2 Shipper will make deliveries of gas to Transporter for transportation hereunder at mutually agreeable points of receipt on Transporter's system, as described in the executed service agreement.
- 7.3 All gas tendered by Shipper for transportation hereunder shall conform to the quality provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

8. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

9. TERMINATION FOR DEFAULT

If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a service agreement hereunder, then in such event, the other party may, at its option, terminate such agreement by proceeding as follows: The party not in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving notice to terminate the same; thereupon the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement; and, if within said period of thirty (30) days, the party in default does so remove and remedy said cause or causes and fully indemnifies the part not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force

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First Revised Sheet No. 28 First Revised Sheet No. 28 : Effective
Superseding: Original Sheet No. 28

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

9. TERMINATION FOR DEFAULT (cont'd)

and effect. In case the party in default does not so remedy and remove the cause or causes, or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty (30) days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any termination of such agreement, pursuant to the provisions of this paragraph, shall be without prejudice to the right of Transporter to collect any amount then due to it and shall be without prejudice to the right of Shipper to receive any gas which it has delivered to Transporter, but which Transporter has not delivered back to Shipper, although entitled thereto, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

10. ASSIGNMENT

Neither party to any service agreement under this Rate Schedule shall assign such service agreement to any interest therein or any property, real or personal, acquired in connection therewith, without the prior written consent of the other, except that either may assign all of its rights and obligations thereunder to a corporation which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety of the assigning party and which shall assume and agree in writing to perform all of its duties and obligations under such service agreement. The foregoing notwithstanding, Transporter and Shipper may assign or pledge its right, title and interest in, and by virtue of, any service agreement under this Rate Schedule, including any and all extensions, renewals, and amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without the consent of the other party, and without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor, and, if any such trustee be a corporation, without its being required by the parties to such service agreement to qualify to do business in the state in which the performance of the service agreement may occur.

11. WAIVER

No waiver by either party of any one or more defaults by the other in the performance of any provisions of any service agreement under this Rate Schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP98- 82-000

First Revised Sheet No. 29 First Revised Sheet No. 29 : Effective
Superseding: Original Sheet No. 29

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP98- 82-000

First Revised Sheet No. 30 First Revised Sheet No. 30 : Effective
Superseding: Sheet Nos. 30-42

The following tariff sheets have been superseded and are reserved for future use:

Original Sheet Nos. 30-33
First Revised Sheet No. 34
Original Sheet Nos. 35-36
First Revised Sheet No. 37
Original Sheet No. 38
Sub. Original Sheet No. 39
Original Sheet Nos. 40-42

IT RATE SCHEDULE
Interruptible Transportation Service

1. AVAILABILITY

This IT Rate Schedule is available for interruptible transportation service by Gas Transport, Inc. (hereinafter called "Transporter") on behalf of any person (hereinafter called "Shipper") to the extent that: (i) capacity is available on Transporter's system from time to time; (ii) Shipper makes a request for service as set forth in Section 4 and executes a service agreement for interruptible transportation under this IT Rate Schedule in the form contained in this Tariff; and (iii) such service complies with the terms and conditions of this IT Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The Transportation service provided under this IT Rate Schedule shall be performed under Subparts B, G, H, or K of Part 284 of the Commission's Regulations. This IT Rate Schedule shall apply to all gas transporter by Transporter for Shipper pursuant to an IT Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.

(b) Service hereunder may be interrupted whenever necessary to provide firm transportation services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) specified in the IT Service Agreement, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas (after reductions as set out in the IT Service Agreement and Section 5 of this IT Rate Schedule) by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the IT Service Agreement.
- 2.4 An IT Service Agreement with a primary term of one year or longer shall continue in effect beyond the expiration of the primary term until terminated by either party upon six (6) months written notice to the other.

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

2. APPLICABILITY AND CHARACTER OF SERVICE (cont'd)

- 2.5 A Shipper receiving service under this IT Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.6 Service under this IT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder.

3. PRIORITY OF SERVICE

- 3.1 Interruptible transportation service of Transporter under this IT Rate Schedule shall have a priority for system capacity subordinate to Transporter's firm transportation service.
- 3.2 If monthly nominations under IT Service Agreements exceed Transporter's projected available capacity to provide such services, Transporter shall, to the extent possible given the requirements of upstream or downstream transporters, schedule receipts and deliveries for Shippers in accordance with the following order of priority:
 - (a) Among Shippers for whom receipts and deliveries were scheduled for the month immediately preceding the month to be scheduled, up to the quantities previously scheduled, allocated among shippers in this category on the basis of the following subsections of this Section 3.2.
 - (b) Among Shippers authorized by the Commission to receive service on or before [insert effective date] up to the authorized maximum daily volume, prorated according to the quantities nominated by Shippers in this category.
 - (c) Among all other Shippers on a first-come first-served basis, determined as of the date Transporter received each Shipper's completed "Transportation Service Request Form," provided that all requests received by Transporter on a single day shall be deemed to have been received at the same point in time.
- 3.3 Transporter will schedule interim nominations for service in the order such interim nominations are received by Transporter, but only to the extent it can do so without reducing another Shipper's scheduled monthly nomination.

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

3. PRIORITY OF SERVICE (cont'd)

- 3.4 Subject to Subsection 11.2 of the General Terms and Conditions, Transporter will, to the extent practical, make scheduling modifications during a month in order to effect an allocation of capacity in conformance with the priorities set forth in Subsection 3.2 of this IT Rate Schedule.
- 3.5 Notwithstanding Subsections 3.2 through 3.4 hereof, Transporter reserves the right, after two (2) days notice, to interrupt service to a Shipper paying a discount rate to enable Transporter to provide service to another Shipper if such service would result in a higher unit rate to the Transporter. Within such two (2) day period, Shipper shall be allowed to increase its rates by any amount up to the maximum rate specified in this IT Rate Schedule. A Shipper agreeing to increase its rate hereunder shall be entitled to any higher priority associated with such higher rate. Among Shippers agreeing to pay the same rate as of the termination of the two (2) day notice period, the priorities set out in Subsections 3.2 through 3.4 shall apply. No Shipper may obtain a higher priority during any period of interruption to which a notice relates by agreeing to an increased rate after the end of the two (2) day notification period.
- 3.6 All receipt and delivery points are available to Shippers as they are added to Transporter's system.

4. QUALIFICATION FOR SERVICE

- 4.1 All Shippers requesting new interruptible transportation service to commence on or after [insert effective date] must provide the information required by this Section 4.1 and on Transporter's Transportation Service Request Form included beginning at Tariff Sheet No. 176, in order to qualify for interruptible transportation service. No request for interruptible service will be entered on Transporter's log, as required by Section 284.13 of the Commission's Regulations, or scheduled for receipt and delivery until a completed Transportation Service Request Form has been provided to Transporter. A request for service shall be made no earlier than ninety (90) days prior to the proposed commencement date of service; provided, however, if facilities are required, the request may be made at an earlier date. All completed Transportation Service Request Forms are to be sent to:

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-322-000

First Revised Sheet No. 34 First Revised Sheet No. 34 : Effective
Superseding: Original Sheet No. 34

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. QUALIFICATION FOR SERVICE (cont'd)

Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430
(614) 862-3300

Any modifications of an existing transportation service shall be requested by Shipper's submission of a new Transportation Service Request Form with a notation on the form that the service requested is a modification of an existing service.

Any request shall include the following:

- (a) Gas Quantities: The maximum daily transportation quantity (MDTQ) applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms.
- (b) Receipt/Delivery Point: The designated Receipt Point(s) and Delivery Point(s) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.
- (c) Term: The proposed commencement date and term of service.
- (d) Shipper Certification: A Statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence, that the Shipper will have good title or the good right to deliver the gas to be delivered to Transporter, and 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 Shipper'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

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. QUALIFICATION FOR SERVICE (cont'd)

- (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 function as an intrastate pipeline or 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.
- (e) Facilities: Identification and location of any facilities proposed to be constructed or installed by any party affected by the proposed transportation service.
- (f) Credit Evaluation:
 - (i) a copy of Shipper's most recent audited financial statement and most recent financial statement, audited or unaudited;
 - (ii) a copy of Shipper's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, 10-K form;
 - (iii) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.
- 4.2 (a) In the event Shipper cannot provide the information in Subsection 4.1(f)(i) and/or (ii) above, Shipper shall, if applicable, provide that information for its parent company. Transporter shall not be required to perform or to continue service under this Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness; provided, however, such Shipper may receive service under this Rate Schedule if Shipper prepays for such service or furnishes

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IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. QUALIFICATION FOR SERVICE (cont'd)

good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for three-month period, or if it prepays for service or furnishes an irrevocable letter of credit pursuant to Section 4.2(b) hereof.

For purposes herein, the insolvency of a shipper shall be evidenced by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

For purposes herein, a Shipper's creditworthiness shall not have been demonstrated if (i) the Shipper has a poor credit history, as established by a reliable reporting agency, or with respect to any services provided by Seller; or (ii) the Shipper's net worth, or its unencumbered assets in each state in which Seller operates, is worth less than the cost of performing the service requested by Shipper for a three-month period. Transporter may, from time to time, limit the service it provides to Shipper to such level as is commensurate with the prepayment or other security provided as set forth above, or as is necessary to ensure that neither Shipper's net worth, nor its unencumbered assets in the states in which Seller operates is less than the cost of performing the service for a three-month period.

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First Revised Sheet No. 37 First Revised Sheet No. 37 : Effective
Superseding: Original Sheet No. 37

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. QUALIFICATION FOR SERVICE (cont'd)

(b) Shipper may receive service under this IT Rate Schedule if it provides, no later than 12:00 p.m., central clock time, on the business day prior to the day on which nomination for the desired service are due, to Transporter the amounts projected to become payable to Transporter based on the Shipper's nominated deliveries for the month either in the form of (i) a prepayment to a bank designated by Transporter in U.S. Federal funds; or (ii) a letter of credit, irrevocable for ninety (90) days, from a financial institution acceptable to Transporter. Transporter shall accept a nomination from Shippers qualifying for service under this Section 4.2(b) only to the extent that the prepayment or letter of credit in effect as of such time is sufficient to cover an amount projected to become payable to Transporter based on such nomination.

4.3 (a) Upon Transporter's determination that Shipper's request for service is complete, Transporter will enter such request on a list of pending complete requests and so notify Shipper. Transporter will evaluate its ability to satisfy complete requests for transportation in their order of entry on such list. Transporter shall process requests for service within a reasonable period of time. If Transporter rejects a request for service which has been entered on Transporter's list of pending complete requests, Transporter will so notify Shipper within ten (10) days of such rejection. In such event, Shipper's request for service will not remain entered on such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered.

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter, provided that Shipper notifies Transporter, in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

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IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

4. QUALIFICATION FOR SERVICE (cont'd)

- (b) An IT Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the IT Service Agreement is not executed and returned by Shipper within thirty (30) days after Transporter tendered the agreement, Transporter shall consider the request for service invalid.
- 4.4 Shipper's IT Service Agreement shall be terminated and Shipper's request for service shall be deemed null and void if Shipper fails to tender gas for transportation within fifteen (15) days after the later of:
- (a) Shipper's service commencement date established pursuant to Subsection 4.1(c) of this Rate Schedule; or
 - (b) the date on which the IT Service Agreement is executed by Shipper; or
 - (c) the date on which Shipper is notified that any facilities necessary to render the requested service are ready for service; provided, however, Shipper's failure to tender gas for transportation shall be excused by an event of force majeure, as defined in Section 8 of the General Terms and Conditions, except a temporary failure of Shipper's gas supply or a line freeze-up under Shipper's reasonable control.

5. RATE

- 5.1 The applicable maximum and minimum rates per Dth for deliveries are set forth on the currently-effective Sheet No. 5 of this Tariff, and these rates are incorporated herein by reference.
- 5.2 For all service rendered under this IT Rate Schedule during each month, Shipper shall pay Transporter:
 - (a) Commodity Charge. A charge per Dth times the number of Dth of all gas delivered by Transporter during the billing month.

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Sub. Original Sheet No. 39 Sub. Original Sheet No. 39 : Effective
Superseding: Original Sheet No. 39

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

5. RATE (cont'd)

- (b) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth on Sheet No. 5 for all gas transported through such facilities during the billing month.
 - (c) An amount to reimburse Transporter for filing fees associated directly with the transportation service and paid to the Commission.
 - (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 5.3 Transporter will retain the percent of all gas receipts set forth on Sheet No. 5 as "retainage."
- 5.4 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates or allowances less than the maximum rates and allowances specified for this Rate Schedule on Sheet No. 5; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates or retaining an allowance less than the maximum allowance for this service under this Rate Schedule set forth on Sheet No. 5.

6. AUTHORIZED OVERRUN TRANSPORTATION

- 6.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any day, quantities of natural gas in excess of Shipper's MDTQ under the IT Service Agreement when, in Transporter's judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery obligations. Transportation pursuant to such Authorized Overrun Transportation shall be subordinated to all firm transportation services and shall be scheduled, together with Authorized Overrun Transportation under Rate Schedule FT on a first-come first-served basis.
- 6.2 Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 5 of this Tariff. Charges under Section 14 of the General Terms and Conditions shall only be applicable to discrepancies from the agreed quantities of Authorized Overrun Transportation.

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IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

7. MINIMUM MONTHLY BILL

None.

8. RECEIPT AND DELIVERY PRESSURE

- 8.1 Shipper shall provide gas to Transporter at pressure sufficient to enter Transporter's pipeline at the point(s) of receipt; provided, however, that such pressure shall not exceed any maximum pressure determined by Transporter from time to time. Transporter shall deliver gas to or for the account of Shipper at the delivery point(s) at the pressure existing in Transporter's system.
- 8.2 Shipper will make deliveries of gas to Transporter for transportation hereunder at mutually agreeable points of receipt on Transporter's system, as described in the executed service agreement.
- 8.3 All gas tendered by Shipper for transportation hereunder shall conform to the quality provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

9. MINIMUM RECEIPT POINT VOLUMES

Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

10. TERMINATION FOR DEFAULT

If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a service agreement hereunder, then in such event, the other party may, at its option, terminate such agreement by proceeding as follows: The party not in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving notice to terminate the same; thereupon the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement; and, if within said period of thirty (30) days, the party in default does so remove and remedy said cause or causes and fully indemnifies the part not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force

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Original Sheet No. 41 Original Sheet No. 41 : Effective

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

10. TERMINATION FOR DEFAULT (cont'd)

and effect. In case the party in default does not so remedy and remove the cause or causes, or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty (30) days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any termination of such agreement, pursuant to the provisions of this paragraph, shall be without prejudice to the right of Transporter to collect any amount then due to it and shall be without prejudice to the right of Shipper to receive any gas which it has delivered to Transporter, but which Transporter has not delivered back to Shipper, although entitled thereto, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

11. ASSIGNMENT

Neither party to any service agreement under this Rate Schedule shall assign such service agreement to any interest therein or any property, real or personal, acquired in connection therewith, without the prior written consent of the other, except that either may assign all of its rights and obligations thereunder to a corporation which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety of the assigning party and which shall assume and agree in writing to perform all of its duties and obligations under such service agreement. The foregoing notwithstanding, Transporter and Shipper may assign or pledge its right, title and interest in, and by virtue of, any service agreement under this Rate Schedule, including any and all extensions, renewals, and amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without the consent of the other party, and without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor, and, if any such trustee be a corporation, without its being required by the parties to such service agreement to qualify to do business in the state in which the performance of the service agreement may occur.

12. WAIVER

No waiver by either party of any one or more defaults by the other in the performance of any provisions of any service agreement under this Rate Schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

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Original Sheet No. 42 Original Sheet No. 42 : Effective

IT RATE SCHEDULE
Interruptible Transportation Service
(cont'd)

13. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Second Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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Original Sheet Nos. 43-99 Original Sheet Nos. 43-99 : Effective

Original Sheet Nos. 43-99 have not been issued, but have been reserved for future use.

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First Revised Sheet No. 100 First Revised Sheet No. 100 : Effective
Superseding: Original Sheet No. 100

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

1. DEFINITIONS

The following words and/or terms are defined and shall be construed to have the following meanings:

- 1.1 The terms "Transporter," "Seller," "Gas Transport," or "GTI" shall mean Gas Transport, Inc.
- 1.2 The term "Buyer" or "Shipper" shall mean any sales or transportation customer of GTI.
- 1.3 The term "day" or "gas day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m., central clock time.
- 1.4 The term "month" shall mean a period of time beginning at 9:00 a.m., central clock time, on the first day of a calendar month and ending at 9:00 a.m., central clock time, on the first day of the next succeeding calendar month.
- 1.5 The term "business day" shall mean every "day" which begins on a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding all Federal Banking Holidays.
- 1.6 The term "central clock time" shall mean the clock time, daylight savings or standard, as observed in Houston, Texas.
- 1.7 The term "Commission" shall mean the Federal Energy Regulatory Commission or any superseding Federal agency.
- 1.8 The term "EDM" shall mean electronic delivery mechanism, as defined by the then-effective standards established by the Gas Industry Standards Board and approved by the Commission.
- 1.9 The term "GISB Standards" shall mean those standardized procedures and mechanisms for electronic communications that have been adopted by the Gas Industry Standards Board and incorporated by reference in the Commission's regulations.

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FERC Docket: RP98-174-001

First Revised Sheet No. 100A First Revised Sheet No. 100A : Effective
Superseding: Original Sheet No. 100A

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

1. DEFINITIONS (cont'd)

- 1.10 The term "contract year" shall mean a period of twelve (12) consecutive months beginning at 9:00 a.m., central clock time, on the first day of the month following the date of initial receipt and delivery and ending at 9:00 a.m., central clock time, on the first day of such month of the next succeeding year throughout the term of the service agreement hereunder, except that the first contract year shall include the partial month commencing with the date of initial receipt and redelivery gas.
- 1.11 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.
- 1.12 The term "Btu" shall mean British thermal unit, and shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit.
- 1.13 The term "MMBtu" shall mean million British thermal units.
- 1.14 The term "psia" shall mean pounds per square inch absolute.
- 1.15 The term "psig" shall mean pounds per square inch gauge.
- 1.16 The term "Daily Contract Quantity" shall mean the maximum quantity of gas that Transporter shall be obligated to deliver in any day to Shipper as established under the executed service agreement between the parties.
- 1.17 The term "Annual Contract Quantity" shall mean the annual quantity of gas Transporter is obligated to deliver to Shipper as established in the executed service agreement between the parties, provided that during any leap year the annual contract quantity so established shall be increased for such year only by 1/365th thereof.
- 1.18 The term "heating value" shall mean the number of Btu evolved by the complete combustion with air, at constant pressure, of one cubic foot of gas saturated with water vapor, under a pressure of 14.73 psia and a temperature of sixty (60) degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and water formed during combustion is condensed to the liquid state.

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Second Revised Sheet No. 101 Second Revised Sheet No. 101 : Effective
Superseding: First Revised Sheet No. 101

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

1. DEFINITIONS (cont'd)

- 1.19 The term "gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.
- 1.20 For purposes of applying the rates set forth on Sheet No. 5, the term "gathering" shall mean the utilization of the portions of Transporter's system that are:
- (a) north (upstream) of Compressor No. 3 located on the Bradley Compressor Site.
 - (b) west of Valve No. S-1 (the Silverton lateral), Valve No. S-2, (the Pond Creek lateral), and Valve No. S-4.
 - (c) south of Meter Station No. 5631.
 - (d) not part of Transporter's transmission system as shown on the map which is Appendix A to the Stipulation and Agreement in Docket No. RP86-113 filed on October 31, 1986.
- 1.21 The term "Web Site" shall mean the World Wide Web Site established and maintained by Transporter in accordance with the GISB Standards and applicable regulations of the Commission requiring Transporter to display information on an Electronic Bulletin Board.
- 1.22 The term "Web Site User" shall mean a Shipper or other party who accesses the Web Site.

2. QUALITY

- 2.1 All gas delivered hereunder shall conform to the following specifications:

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

2. QUALITY (cont'd)

- (a) Solids - The gas shall be commercially free from solid matter, dust, gums and gum-forming constituents which might interfere with its merchantability or cause injury to or interfere with the proper operations of the lines, meters, regulations or other appliances through which it flows.
- (b) Oxygen - The gas shall not contain more than one percent (1%) by volume.
- (c) Carbon Dioxide and Nitrogen - The gas shall not at any time have a combined total carbon dioxide and nitrogen content in excess of three percent (3%) by volume.
- (d) Liquids - The gas shall be free of water and hydrocarbons in liquid form.
- (e) Hydrogen Sulphide - The gas shall not contain more than one-quarter (.25) grain of hydrogen sulphide per one hundred (100) cubic feet.
- (f) Total Sulfur - The gas shall not contain more than five (5) grains of total sulfur per one hundred (100) cubic feet.
- (g) Heating Value - The gas shall contain a total or gross heating value of not less than nine hundred seventy-five (975) Btu per cubic foot, saturated with water vapor, at sixty (60) degrees Fahrenheit and under a pressure of 14.73 psia.
- (h) Temperature - The gas shall not be delivered at a temperature of more than one hundred twenty (120) degrees Fahrenheit.
- (i) Water Vapor Content - The gas shall contain not in excess of seven (7) pounds of water vapor per one thousand (1,000) Mcf.

2.2 If any gas offered for delivery hereunder shall fail at any time to conform to the standards set forth herein then Shipper may, at its option, refuse to accept delivery pending correction by Transporter.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

3. STANDARDS FOR MEASUREMENT AND TESTS

The measurement and test of quality of gas delivered hereunder shall be governed by the following:

- 3.1 Except as provided by law, all fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Gas Measurement Committee Report No. 3, American Gas Association, including the appendix thereto, as published September 1969, and any subsequent amendments thereof.
- 3.2 The unit of volume for purposes of measurement (other than of heat content) shall be one (1) cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit and at a pressure base of fourteen and seventy-three hundredths (14.73) psia. All measurements of gas shall be determined by calculation into terms of such unit. All quantities given herein, unless otherwise expressly stated, are in terms of such unit.
- 3.3 Gas Transport shall own, maintain and operate, all measurement facilities or cause same to be owned, maintained and operated, at the Point(s) of Delivery. Said facilities shall be so equipped with orifice meters, recording gauges, or other types of meter or meters of standard make and design, commonly acceptable in the industry, as to accomplish the accurate measurement of gas delivered.
- 3.4 For the purpose of measurement and meter calibration, the atmospheric pressure shall be assumed to be constant at fourteen and four-tenths (14.4) pounds per square inch, irrespective of variations in natural atmospheric pressure from time to time.
- 3.5 The water content shall be determined at such intervals as shall be found necessary in practice by use of a Bureau of Mines dew point tester and utilizing tables derived from Illinois Gas Institute Research Bulletin No. 8 or by such other table or method as shall be mutually agreed upon.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

3. STANDARDS FOR MEASUREMENT AND TESTS (cont'd)

- 3.6 The accuracy of all measuring equipment shall be verified at reasonable intervals, but the operating party shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event the nonoperating party notifies the operating party that the nonoperating party desires a special test of any measuring equipment, the operating party shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test requested by the non-operating party shall be borne by the non-operating party if the measuring equipment tested is found not to be in error by more than 2%.
- 3.7 If, upon test, any measuring equipment is found not to be in error in the aggregate by more than 2%, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately. If, upon test, any measuring equipment shall be found in the aggregate to be inaccurate by an amount exceeding 2% at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, such equipment shall be adjusted at once to record accurately, and any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period of error is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days. In the event a meter is out of service or registering inaccurately, the quantities of gas delivered during such period shall be determined as follows:
- (1) By using the registration of any check meter or meters, if installed and accurately registering; or in the absence of subsection (1),
 - (2) By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both subsections (1) and (2), then,
 - (3) By estimating the quantities of gas delivered from deliveries during periods under similar conditions when the meter was registering accurately.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

3. STANDARDS FOR MEASUREMENT AND TESTS (cont'd)

- 3.8 Shipper may, at its option, install check meters for checking Transporter's measurement, and same shall be so installed as not to interfere with the operation of Transporter's facilities. Transporter shall have access to such check measuring equipment at all reasonable hours.
- 3.9 Each party shall have the right upon request to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring deliveries hereunder.

4. BILLINGS

- 4.1 Invoices. An invoice shall be submitted by Transporter to Shipper in accordance with GISE Standards on or before the ninth (9th) business day of each month for all services furnished hereunder during the preceding billing period. Transporter's invoice shall be based on actual measurement information. With respect to receipt or delivery points covered by an Operational Balancing Agreement, pursuant to Section 13.2 of these General Terms and Conditions, Transporter's invoice shall be based on scheduled quantities. When information necessary for billing purposes is in the control of Buyer, Buyer shall furnish such information to Seller on or before the fifth (5th) day following the date of the final meter reading of each month.
- 4.2 Transporter and Shipper shall have the right to all reasonable times to examine, in accordance with Section 5.4 of these General Terms and Conditions, the books and records of each other to the extent necessary to verify the accuracy of any invoice, computation or demand made hereunder.

5. PAYMENTS

- 5.1 Shipper shall pay Transporter any amounts due, within ten (10) days following the receipt of Transporter's invoice. All payments shall be identified by invoice number specified by Transporter on the invoice to which the payment relates.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

5. PAYMENTS (cont'd)

5.2 Should Shipper fail to pay part or all of the amount of any invoice for gas delivered when such amount is due, Transporter may charge interest on the unpaid portion of the bill computed from the due date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the regulations of the Commission. Shipper shall pay the portion of the invoice not in dispute and shall provide written documentation identifying the basis for the dispute.

If such failure to pay continues for thirty (30) days after payment is due, Transporter may, in addition to any other remedy it may have hereunder, suspend further delivery of gas to Shipper until such amount is paid; provided that Transporter shall give Shipper written notice of delinquency and of Transporter's intent to suspend if the delinquency is not remedied within fifteen (15) days of the date of the notice.

Transporter may terminate service to any Shipper which is delinquent in payments, provided Transporter shall give Shipper written notice of the delinquency and of Transporter's intent to curtail or terminate if the delinquency is not rendered within thirty (30) days of the notice and then only upon written notice to the Commission and, if required by the Commission's regulations, authorization by the Commission.

However, if Shipper in good faith

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GENERAL TERMS AND CONDITIONS
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(cont'd)

5. PAYMENTS (cont'd)

shall dispute the amount of any such invoice or parts thereof and shall pay to Transporter such amounts as it concedes to be correct, accompanied by documentation identifying the basis for the dispute and at any time within thirty (30) days of a demand made by Transporter shall furnish a good and sufficient surety bond guaranteeing payment to Transporter of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Transporter shall not be entitled solely thereby to suspend further delivery of gas unless and until default be made in the conditions of such bond. No payment by Shipper of the amount of a disputed invoice shall prejudice the right of Shipper to claim an adjustment of the disputed invoice.

5.3 If presentation of invoice by Transporter is delayed after the ninth (9th) day of the month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay.

5.4 In the event an error is discovered in the invoice or imbalance statement, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim of error and request for adjustment shall have been made within six (6) months from the date of the initial transportation invoice and seven (7) months from the date of the initial sales invoice. The party receiving a claim of error and request for adjustment shall have three (3) months to rebut such claim excluding government-required rate changes; otherwise, the statement shall be adjusted as requested. The time limitations set forth in this Section 5.4 shall not apply in the case of deliberate omission or misrepresentation, mutual mistake of fact, or Commission-required rate changes; nor shall the parties' other statutory or contractual rights be diminished by this Section.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

6. RESPONSIBILITY

- 6.1 As between the parties hereto, Shipper shall be deemed to be in control and possession of the gas prior to delivery at the Receipt Point and after delivery at the Delivery Point, and Transporter shall be deemed to be in control and possession of the gas transported hereunder after delivery at the Receipt Point and prior to delivery at the Delivery Point. Each party shall have responsibility for gas handled hereunder or for anything which may be done, happen or arise with respect to such gas, only when such gas is in its control and possession.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

7. WARRANTY

- 7.1 Shipper hereby warrants title, free and clear of all liens, encumbrances, and claims whatsoever, to all gas delivered to Transporter hereunder at the Receipt Point. Transporter hereby warrants that upon redelivery of the gas to Shipper, such gas shall be free and clear of all liens, encumbrances, and claims arising by virtue of its transportation thereof. Each party agrees to indemnify and hold the other harmless from any and all claims to said gas by owners, royalties, or from any other person claiming any interest in the gas to which it warrants title.
- 7.2 Each Shipper under this rate schedule agrees to protect, defend, indemnify and hold harmless Transporter from and against any and all losses, damages, or expenses of every kind and character that Transporter or Shipper may suffer, sustain, or be liable for as a result of any interruption pursuant to the terms and conditions of transportation service under Shipper's executed service agreement.

8. FORCE MAJEURE

- 8.1 Relief from Liability. Neither Transporter or Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storm, floods, washouts, arrests, explosions, breakage or accident to machinery or lines of pipe, hydrate obstructions in lines of pipe, well blowouts, craterings, depletion of gas reserves, partial or entire failure of gas wells, the binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by, or happening on account of, an act or omission of one of the parties to the Service Agreement between Transporter and Shipper or some person or concern not a party thereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strikes or other controversy with employees with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

GENERAL TERMS AND CONDITIONS
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(cont'd)

8. FORCE MAJEURE (cont'd)

8.2 Liabilities Not Relieved. Such causes or contingencies affecting the performance of any sales or transportation agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said Service Agreement relieve either party from its obligations to make payments of amounts due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

8.3 Termination of Service Agreement. If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it by a Service Agreement, then in such event the other party may at its option terminate said Service Agreement by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the Service Agreement, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect.

In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach within said period of thirty (30) days, the Service Agreement shall terminate; provided, however, that Transporter may not terminate the Service Agreement until it has obtained the authorization required by valid laws, order, rules and regulations of duly constituted authorities having jurisdiction. Any termination of the Service Agreement pursuant to the provisions of this Section 8.3 shall be without prejudice to the right of

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

8. FORCE MAJEURE (cont'd)

Transporter to collect any amounts then due to Transporter for services rendered prior to the time of termination, and shall be without prejudice to the right of Shipper to receive any service which it has not received, but for which it has paid prior to the time of termination, and without waiver of any remedy to which the party not in default may be entitled for violations of the Service Agreement.

The provisions of this Subsection 8.3 of Section 8 shall be in addition to such other remedies as would be available under Subsection 5.4 of Section 5 hereof.

- 8.4 Waiver of Claim. Except as expressly provided hereunder, in the absence of negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with:
- (a) the quality, use or conditions of the gas after delivery from Transporter for the account of such Shipper;
 - (b) any losses to shrinkage of gas during or resulting from transportation hereunder, and
 - (c) all other claims and demands arising out of Transporter's performance of its duties hereunder.

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9. WEB SITE

9.1 General Features

- (a) A Shipper or other party with the hardware and software necessary to access an Internet Site may be a Web Site User. Transporter reserves the right to provide enhancements to the Web Site at its sole discretion; provided, however, all such enhancements, when fully operational, shall be available to all Web Site Users.
- (b) The Web Site provides a search function that permits a Web Site User to locate information within documents on the Web Site. The Web Site permits Web Site Users to electronically download information from the Web Site. Transporter shall maintain and retain daily back-up records of the information displayed on the Web Site for three (3) years and permit interested parties to review those records. Completed transactions will remain on the Web Site for at least ninety (90) days after completion and will then be archived. Archived information is available from Transporter within two (2) weeks of its receipt of a request for such information. Information on the most recent entries will appear ahead of older information.

9.2 Information Available on the Web Site

Transporter shall make the following information available on the Web Site:

- (a) notices (such as operational flow orders and other operational notices), which shall be segregated into critical and non-critical notices;
- (b) operationally available and unsubscribed capacity, as further set forth in Section 9.3 hereof;
- (c) information required by applicable Commission regulations regarding marketing affiliates;
- (d) an index of customers;
- (e) Transporter's effective FERC Gas Tariff (Volume No. 1);

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(cont'd)

9. WEB SITE (cont'd)

- (f) postings of information concerning capacity reallocation transactions pursuant to Section 10 of these General Terms and Conditions;
- (g) postings of notices of termination and bids pursuant to Section 11 of these General Terms and Conditions;
- (h) postings of available capacity pursuant to Section 26 of these General Terms and Conditions; and
- (i) all other information required by the Commission's regulations or this tariff to be posted on the Web Site.

9.3 Available Capacity

- (a) Transporter shall post information on the Web Site, on a timely basis, and make such data available via EDI, about the availability of firm and interruptible capacity:
 - (1) at Point(s) of Receipt for which Transporter receives real-time measurement information;
 - (2) on Transporter's mainline(s);
 - (3) at Point(s) of Delivery for which Transporter receives real-time measurement information; and
 - (4) in Transporter's storage system.

The Web Site shall also disclose whether the capacity is available from Transporter directly, or through Transporter's capacity reallocation mechanism as set forth in Section 10 of these General Terms and Conditions. Transporter shall provide on request operationally available capacity separate from unsubscribed capacity.

- (b) Additionally, Transporter shall maintain both in written form and on the Web Site a Master Receipt and Delivery Point List containing the following information for each Point:

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9. WEB SITE (cont'd)

- (1) name of the Point of Receipt;
- (2) meter number of the Point of Receipt;
- (3) location (legal description) of Point of Receipt;
- (4) Operator name and phone number to the extent available;
- (5) availability of real time measurement;
- (6) design capacity; and
- (7) any firm capacity already assigned at such point;

Such information shall be updated promptly whenever a Point of Receipt of Delivery is added to the system.

- (c) The Web Site will not include as "available capacity" any capacity which would be created by a backhaul, displacement or exchange. A party who wishes to inquire whether there is available capacity on a specific transportation path not shown on the Web Site may make that inquiry to Transporter's Transportation and Exchange Department.

9.4 Startup

Any person wishing to access the Web Site should contact:

Mr. Thomas G. Booth
President
Gas Transport, Inc.
5640 Lancaster-Newark Road, N.E. -- or -- P.O. Box 430
Pleasantville, OH 43148 Lancaster, OH 43130-0430

Telephone: 614-862-3300
Facsimile: 614-862-6330

-- or --

<http://www.marbelenergy.com>

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(cont'd)

9. WEB SITE (cont'd)

9.5 Warranties

Transporter warrants that, without the express consent of a Web Site User or as required by applicable law or regulation, no employee or agent of Transporter will disclose to any third party any information regarding research performed through the use of the Web Site by such Web Site User.

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Sheet No. 113 is reserved for future use.

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10. CAPACITY ALLOCATION

This Section 10 sets forth a firm capacity reallocation mechanism pursuant to which Existing Shippers can voluntarily release and assign all or part of their firm capacity rights to a Potential Shipper or a Prearranged Shipper that wants to obtain that firm capacity by entering into a service agreement with Transporter. Existing Shippers may release and assign their firm capacity on Transporter only under this Section 10 of these General Terms and Conditions. The capacity release timeline set out in this Section 10 is applicable to all parties involved in the capacity reallocation process, but is applicable only if: (1) all information provided by the parties is valid, and the Replacement or Prearranged Shipper has been determined to be creditworthy before its bid or notice is tendered; and (2) there are no special terms or conditions of the release. Transporter will support volumetric commitments by fully accounting for volumetric and reservation components consistent with the rules and regulations enunciated by the Commission. Transporter will support the upload of Prearranged Deals.

Except as otherwise specifically provided, written notices described in this Section 10 must be addressed to:

Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Notices via fax transmission described in this Section 10 must be transmitted to (614) 862-6330.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

10. CAPACITY ALLOCATION (cont'd)

10.1 Capacity Eligible for Release

Shippers under the FT and EFT Rate Schedules are permitted to release their firm capacity in whole or in part, on a permanent or temporary basis, and on a recallable or non-recallable basis. Such Existing Shipper may propose an entity (herein called Prearranged Shipper) to obtain its released capacity from Transporter.

10.2 Notice Required by Existing Shipper and Transporter:

(a) Notice by Existing Shipper

A firm Shipper that wants to release any or all of its capacity must notify Transporter that it wants to release such capacity and the terms and conditions of such release (hereinafter called "Shipper's Notice"). Such Shipper's Notice may be communicated via written notice, fax transmission, or Transporter's Web Site. Notice of Prearranged Deals may be transmitted via EDM. Transporter will support the function of reputting by releasing Shippers. Such Shipper's Notice shall provide the terms and conditions of the release as follows:

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10. CAPACITY ALLOCATION (cont'd)

- (i) on a permanent or temporary basis;
- (ii) on a recallable or non-recallable basis; provided, however, that if a releasing shipper wishes to recall capacity, it must provide notice to Transporter and the Replacement Shipper no later than 8:00 a.m., central clock time, on nomination day; and provided further that there should be no partial day recalls of capacity;
- (iii) the specific quantity to be released expressed as a numeric quantity only, in Dth; the basis for released quantity should be per day;
- (iv) location of capacity to be released, and receipt and delivery points associated therewith, which must be primary receipt and delivery points under the source agreement, or receipt and delivery points as set forth in Section 2.4 of the EFT Rate Schedule or Section 2.4 of the FT Rate Schedule;
- (v) the source agreements;
- (vi) the period of time or term, including any right of recall;
- (vii) the length of time the Existing Shipper's Notice is to be posted, but not later than the time set forth in Subsection 10.3(a);
- (viii) any Prearranged Shipper (which must appear on Transporter's approved bidder list) proposed by the Existing Shipper to obtain released capacity under the rates, terms and conditions contained in the Shipper's Notice, and where the term of the proposed release is less than one month, whether the Existing Shipper wants Transporter to solicit bids for the capacity to be released;
- (ix) releasing shipper has choice to specify dollars and cents or percents of maximum tariff rate in the denomination of bids and all transportation service providers should support this; once the choice is made by Releasing Shipper, the bids should comport with the choice;

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10. CAPACITY ALLOCATION (cont'd)

- (x) the minimum price, if any; any maximum/minimum rates specified by the releasing Shipper should include the tariff reservation rate and all demand surcharges as a total number or stated separately;
- (xi) the standard(s) to be utilized by Transporter for determining the best bid for the capacity to be released and for selecting among more than one "best bid" (if different from the standards set forth at Sections 10.5(a) and 10.5(b) hereof), which standards must be objectively stated, applicable to all Potential Shippers, and non-discriminatory;
- (xii) reput rights, if any; reput rights should be specified at the time of the deal; reput method and rights are individually negotiated between the Existing Shipper and Replacement Shipper;
- (xiii) whether volumetric bids or bids based upon other variants of the rates applicable to the capacity to be released are to be solicited;
- (xiv) whether the Existing Shipper requests the assistance of Transporter's Interstate Marketing Department in locating Potential Shippers for the capacity to be released;
- (xv) whether the Replacement Shipper will be required to enter into an agreement with the Existing Shipper, and if so, a description of the terms and conditions of such agreement; and
- (xvi) whether Potential Shippers may submit bids subject to contingencies that extend beyond the posting period applicable to the notice.

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10. CAPACITY ALLOCATION (cont'd)

- (b) Offers are binding until written or electronic notice of withdrawal is received by Transporter. The releasing party may withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. The withdrawal must be via written notice, fax transmission, through the Web Site E-Mail or via EDM, including an affidavit establishing unanticipated circumstances justifying the withdrawal. A Shipper's Notice of Prearranged Deal transmitted via EDM must be withdrawn via EDM.

10.3 Posting of Shipper's Notices

- (a) Except as set forth in Section 10.3(b), Shipper may deliver its completed notice to Transporter at any time, but it must be received by Transporter:
 - (i) no later than 1:00 p.m., central clock time, on the day before nominations for short-term releases (less than five months), and
 - (ii) no later than 1:00 p.m., central clock time, four business days before the effective begin date of a release of capacity for five months or longer.

Transporter shall post Shipper's completed notice on the BB System upon receipt or as requested by Shipper. All posted notices shall be accessible via EDM and the Web Site throughout the posting period. If the Shipper requests a posting time, Transporter will support such request insofar as it comports with the standard timeline set forth in this Section 10. Shipper's notice shall remain posted until 2:00 p.m., central clock time, on the day before nominations are due (open season is three business days). Bids and offers should be complete before being posted. Only posted bids and offers should be available electronically.

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10. CAPACITY ALLOCATION (cont'd)

- (b) Where an Existing Shipper's Notice requests a release of capacity to a Prearranged Shipper (i) for a term of 31 days or less and the Existing Shipper has not requested that its notice be posted for purposes of soliciting competitive bids, or (ii) where the Prearranged Shipper offers to pay the maximum rate for the entire term of the proposed release (herein called a Prearranged Deal), the notice will be posted for informational purposes, and not to solicit bids.

This Section 10.3(b) shall not be applicable to the posting of Existing Shipper Notices requesting a continuation of a release transaction previously posted for informational purposes only pursuant to clause (i) of this Subsection 10.3(b), or a renewal of such a previously posted transaction unless at least twenty-eight days have elapsed since the expiration of such transaction. The notice described in this Subsection 10.3(b) may be delivered to Transporter as late as 9:00 a.m., central clock time, the day of nominations.

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10. CAPACITY ALLOCATION (cont'd)

10.4 Bidding Procedure

- (a) During the posting period applicable to an Existing Shipper's Notice that is subject to competitive bidding, Transporter will accept bids from Potential Shippers on Transporter's approved Bidder List for the capacity proposed to be released. A request to be added to Transporter's approved Bidder List must be tendered in writing to:

Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Such requests must include the information required by Sub-section 24.1(f) of the GT&C and by Transporter's Transportation Service Request Form, as posted on the BB System from time to time. To be placed on and to remain on Transporter's approved Bidder List, a Potential Shipper must satisfy, initially and on a continuing basis, Transporter's credit requirements as outlined in Section 24.2 of the GT&C, and execute a master service agreement for each service it wishes to bid on.

- (b) Bids may be submitted by Potential Shippers to Transporter via a written notice, fax transmission, or the Web Site E-Mail during the posting period applicable to the Existing Shipper's Notice. Transporter will post the terms of each complete bid, but will not post the identity of the bidder, on the Web Site. Posted bids shall be accessible via EDM. Transporter shall reject bids which do not match or exceed any minimum rate or term specified by the Existing Shipper's Notice, or are in other respects non-responsive to such notice.

Any bid received by Transporter offering to pay rates in excess of Transporter's applicable maximum rates, inclusive of surcharges, shall be treated by Transporter as an offer to pay rates equal to Transporter's applicable maximum rates, inclusive of surcharges and no payments may be made or accepted at rates in excess of Transporter's applicable maximum rates, inclusive of surcharges.

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10. CAPACITY ALLOCATION (cont'd)

Where the Existing Shipper has specified that volumetric bids or bids based upon other variants of the rates applicable to the capacity to be released will be accepted, any bid which has more than the one-hundred percent (100%) load factor derivative of the maximum rates applicable to the capacity to be released shall be deemed to be a bid offering to pay rates in excess of Transporter's applicable maximum rates.

Potential Shippers may revise their bids during the posting period. Potential Shippers may not submit multiple bids for the same package of capacity. A Prearranged Shipper may match the "best bid" received by Transporter during the posting period between 2:00 p.m. and 3:00 p.m., central clock time, on the last day of the posting period.

- (c) Bids are binding until written or electronic notice of withdrawal is received by Transporter. Bids cannot be withdrawn after the bid period ends. Following the withdrawal of a bid, a Potential Shipper may not submit a bid lower than the bid withdrawn during the remainder of the posting period. For this purpose, bids will be determined to be "higher" or "lower" than the withdrawn bid by application of the standard applicable to the determination of best bid, as set forth in Section 10.5.

10.5 Determination of Best Bid

- (a) Upon the conclusion of the posting period, Transporter shall determine the "best bid" for the capacity described in an Existing Shipper's Notice by applying the standard described by the Existing Shipper pursuant to Subsection 10.2(a)(x) hereof, or, if no standard was so described, Transporter shall make such determinations according to which bid would generate the revenue stream with the greatest net present value, without assuming any throughput, applying as the discount rate the rate under Section 154.501(d) of the Commission's Regulations. Transporter is required to meet the capacity release timelines for processing capacity reallocations only if the Existing Shipper's best bid methodology is either (i) highest rate, (ii) net revenue, or (iii) present value. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at

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10. CAPACITY ALLOCATION (cont'd)

the discretion of the capacity release service provider. However, the capacity release service provider is not required to offer other choices or similar timeline treatment for other choices, nor, is the capacity release service provider held to the timeline should the releasing shipper elect another method of evaluation.

- (b) Where the Existing Shipper's Notice proposes an aggregate release transaction involving capacities on upstream or downstream pipelines, Transporter shall consult with the other pipelines involved in the proposed release transaction following the conclusion of the posting periods of all involved pipelines, and collectively determine the best bid among bidders meeting the requirements of all involved pipelines in accordance with the standard described by the Existing Shipper pursuant to Section 10.2(a)(x) hereof.

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10. CAPACITY ALLOCATION (cont'd)

- (c) Unless its bid is matched by a Prearranged Shipper, the released capacity shall be allocated to the Potential Shipper submitting the "best bid." If more than one Potential Shipper submits bids that each qualifies as a "best bid," the released capacity will be allocated to the Potential Customer who submitted the "best bid" first in time, unless a different tie-breaking method is specified by the Existing Shipper.
- (d) Transporter shall begin evaluating bids at 2:00 p.m., central clock time, on the day before nominations are due, and the evaluation period shall continue until 3:00 p.m., central clock time, that day. Any contingencies in bids must be satisfied during that evaluation period. If there have been multiple bids meeting minimum conditions, Transporter will award the bids, best bid first, until all the offered capacity is awarded. Transporter shall communicate the match or award to the winning bidder and to any Prearranged Shipper with a right to match by 3:00 p.m., central clock time, that day. The Prearranged Shipper must communicate to Transporter its desire to match the winning bid by 4:00 p.m., central clock time, that day. Transporter will post the award on the Web Site by 5:00 p.m., central clock time, that day.

10.6 Tendering and Execution of Service Agreements

Transporter shall deliver by 10:00 a.m., central clock time, the day of nomination such service agreements (including contract number) to the Potential Shipper or Prearranged Shipper as are necessary to effectuate the release transaction. Transporter must receive the executed service agreement before it is required to accept a nomination. In the event all necessary service agreements are not executed by the Potential Shipper or Prearranged Shipper and returned to and received by Transporter by 11:00 a.m., central clock time, on the day of nomination, the allocation of the released capacity to said Potential Shipper or Prearranged Shipper shall be nullified. In such event, the capacity shall be offered to the Potential Shipper

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10. CAPACITY ALLOCATION (cont'd)

that submitted the best bid, in relation to the applicable standard, from among remaining bids. A potential Shipper other than a Pre-arranged Shipper failing to timely execute and return its service agreement shall be removed from Transporter's approved bidder list for three (3) months.

The Replacement Shipper initiates confirmation of Prearranged Deals electronically. This must be done via EDM if the notice of the Prearranged Deal was transmitted via EDM. In the event that a Pre-arranged Shipper identified in an Existing Shipper's Notice that is exempt from the competitive bidding procedure fails to execute the necessary service agreements within the above-described period, Transporter will so advise the Existing Shipper but will otherwise have no further obligations with regard to the Existing Shipper's Notice. If

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10. CAPACITY ALLOCATION (cont'd)

the Potential or Prearranged Shipper satisfies Transporter's applicable tariff provisions governing shipper eligibility and its bid is accepted by Transporter, Transporter will execute the necessary service agreements with the Potential or Prearranged Shipper, which shall hereinafter be referred to as the Replacement Shipper.

10.7 Obligations of Existing Customer

The service agreements of the Existing Shipper releasing capacity will remain in full force and effect, with a portion of the proceeds attributable to any release credited to the Existing Shipper's bill as provided in Section 10.9 hereof. The Existing Shipper shall remain liable to Transporter under the terms of its service agreement with Transporter during and irrespective of any assignments of the rights and obligations under the service agreement, for all reservation, demand and capacity charges, and any surcharges applicable to such charges, but excluding commodity or usage charges and imbalance penalties.

Where an Existing Shipper proposes to release capacity to a Replacement Shipper for the entire remaining term of the applicable service agreement between Transporter and the Existing Shipper, the Existing Shipper may request Transporter to release the Existing Shipper from any further obligations to Transporter upon the effectiveness of the service agreement between Transporter and the Replacement Shipper. Transporter shall be under no obligation to grant such requests unless the Replacement Shipper (i) agrees to pay for the released capacity of Transporter's maximum rates and (ii) demonstrates to Transporter that it possesses sufficient financial stability, or if it provides such security as is necessary, to make Transporter reasonably secure that the Replacement Shipper will pay for service on a timely basis throughout the remaining term of the service agreement between Transporter and the Existing Shipper. Transporter shall exercise its discretion under this provision in a non-discriminatory manner.

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10. CAPACITY ALLOCATION (cont'd)

10.8 Rights and Obligations of Replacement Shippers

Once the Replacement Shipper enters into a service agreement with Transporter, the Replacement Shipper becomes an Existing Shipper like any other Shipper and is subject to the provisions set forth in this FERC Gas Tariff including all requirements concerning nominations and scheduling. In addition, the Replacement Shipper as an Existing Shipper may also release its capacity pursuant to this section.

10.9 Billing Adjustments

Transporter shall credit the bill of the Existing Shipper with any reservation, demand or capacity charges (including surcharges thereon) billed to a Replacement Shipper utilizing capacity released by the Existing Shipper; provided, however, that should a Replacement Shipper (including a Replacement Shipper of any Secondary Existing Shipper) default on its obligation to make timely payment for the charges billed by Transporter, such credit shall be reversed, as of the date the credit was made, and the Existing Shipper shall be liable for such charges, together with interest as set forth in Section 5.4 of these General Terms and Conditions. The bill of the Existing Shipper shall be credited with any reservation, demand or capacity charges (including surcharges thereon) received by Transporter subsequent to the reversal of such credit.

10.10 Marketing Assistance

If the Existing Shipper requests the assistance of Transporter in locating a Replacement Shipper, a representative shall contact the Existing Shipper and discuss the services that are available at such time and the fees for such services. If the Existing Shipper and Transporter enter into a mutually agreeable marketing assistance arrangement, Transporter shall bill the Existing Shipper according to the terms of such agreement.

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11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT

11.1 Eligible Service Agreements

To the extent a Shipper satisfies the bid matching requirements of this Section 11, or Transporter and Shipper reach agreement as contemplated by Section 11.6, such Shipper may retain its capacity and continue to receive firm service under a long-term firm service agreement under the FT or EFT Rate Schedule for which Transporter has served notice of termination. If Transporter receives one or more acceptable bids for such capacity and Shipper does not satisfy the bid matching requirements of this Section 11, or if Transporter does not receive any acceptable bids for such capacity and Transporter and Shipper do not reach agreement as contemplated by Section 11.6, Shipper shall no longer have, as of the effective date of Transporter's notice of termination, rights under the long-term firm service agreement for which Transporter has served notice of termination and Transporter shall have all necessary abandonment authorizations under the Natural Gas Act ("NGA").

This Section 11 is not applicable and Shipper shall have no rights hereunder to the extent the long-term service agreement is terminated by Shipper and Transporter shall have all necessary abandonment authorization under the NGA.

Short-term service agreements under the FT or EFT Rate Schedule are not subject to the abandonment protection of this Section 11. Upon termination of a short-term service agreement, Transporter shall have all necessary abandonment authorization under the NGA effective as of such termination date. For purposes of this Section 11, the term "long-term service agreement" shall include any service agreement with a primary or extended term of one (1) year or longer, and the term "short-term service agreement" shall include any service agreement with a primary or extended term of less than one (1) year.

11.2 Posting of Notices of Termination

When Transporter provides a notice of termination of a long-term service agreement under the FT or EFT Rate Schedules, within thirty (30) days of the issuance by Transporter of such notice of termination, but no earlier than six (6) months prior to the date by which notice of termination must be provided under the agreement. Transporter shall fax to the Web Site participants the following information:

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT (cont'd)

- (a) Point(s) of Receipt and Point(s) of Delivery,
- (b) the specific quantity available under the terminated contract,
- (c) the date of expiration,
- (d) the current maximum rate applicable to the terminated service.

11.3 Bidding Procedure

Until the last day of the fifth (5th) calendar month following the month in which Transporter faxes a notice pursuant to Subsection 11.2, Transporter will accept bids from Potential Shippers on Transporter's approved Bidder List, as described in Subsection 10.4(a) of these General Terms and Conditions. Bids may be submitted by Potential Shippers to Transporter via Transporter's Web Site or via fax transmission between 10:00 a.m. and 2:00 p.m., central clock time. Transporter will post bids received by fax transmission on its Web Site.

Potential Shippers may revise their bids during the posting period. Transporter may reject any bid which would require Transporter to discount below a rate and for a discount period not agreeable to Transporter. A bid will be rejected by Transporter unless the Potential Shipper remits a prepayment equal to one (1) month's prepayment of all fixed charges based upon the Potential Shipper's requested rate(s) and the desired contract quantity. If such Potential Shipper's bid is accepted by Transporter and is not matched by the Existing Shipper, then, upon commencement of service, the prepayment shall be credited to such Potential Shipper's initial invoice for such service rendered. If such Potential Shipper's bid is not considered a "best bid" or if the Potential Shipper fails to satisfy all of Transporter's tariff provisions governing Shipper eligibility, Transporter will refund the Potential Shipper's prepayment.

The Potential Shipper's prepayment will not be refunded if the Potential Shipper withdraws its bid or fails to execute a service agreement with respect to the service bid upon within ten (10) days of the date Transporter tenders such service agreement to the Potential Shipper for execution.

Transporter will accept bids from Potential Shippers with respect to a quantitative portion of Shipper's contract quantity.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT (cont'd)

11.4 Determination of Best Bid

Transporter shall review all bids from Potential Shippers received pursuant to Section 11.3, which have not been rejected by Transporter, to determine which bid is the "best bid(s)". For purposes of this Section 11.4, the "best bid(s)" shall be the bid(s) yielding to Transporter the highest net present value. Net present value shall be calculated on the basis of the present value of the Reservation Charge or Storage Capacity Charge and Demand Charge per unit to Transporter. In making the determination of net present value Transporter shall apply the same discount factor to all bids. If Transporter receives two (2) or more mutually exclusive "best bids" during the posting period that are not matched by Shipper, Transporter will consider the bid submitted earliest in time to be the "best bid".

11.5 Right to Match Best Bid

Upon receipt from Transporter of notice of the "best bid(s)", Shipper shall have the right for a thirty (30) day period to notify Transporter whether the Shipper is willing to match the "best bid(s)". Failure to notify Transporter within said thirty (30) day period constitutes a non-revocable waiver of Shipper's right to match the "best bids". In order to match the "best bid(s)", Shipper must agree to a rate equal to or greater than the rate set forth in the "best bid(s)" and agree to execute a service agreement for a contract term equal to the contract term set forth in the "best bid(s)", or five (5) years, whichever is shorter.

If the "best bid(s)" apply to a quantitative portion of Shipper's contract quantity, Shipper need only match the "best bid(s)" with respect to such quantitative portion, in which case, the remaining quantitative portion of Shipper's contract quantity will be subject to Section 11.6 hereof. Shipper may also match a "best bid(s)" with respect to a quantitative portion of the capacity bid upon.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

11. PROCEDURES FOR AVOIDANCE OF PREGRANTED ABANDONMENT (cont'd)

11.6 Absence of Acceptable Bids

In the event Transporter does not receive any bids pursuant to Section 11.3 or Transporter rejects all bids received due to the fact that such bids were premised on rate discount levels or rate discount periods unacceptable to Transporter, Transporter shall notify Shipper to such effect, and Transporter and Shipper may mutually agree upon the terms and conditions under which Shipper shall be entitled to retain its capacity and continue to receive service, provided that in such event Shipper may retain its capacity and continue to receive service at the applicable maximum rates, or at a rate between the minimum and maximum negotiated by Transporter and Shipper, for a term specified by Shipper. In the event Transporter and Shipper have not reached agreement on the terms and conditions under which service will be extended for Shipper before the later of the date which is two (2) months following the date of Transporter's notice to Shipper that no acceptable bids have been received then Transporter shall have all necessary abandonment authorization under the NGA as of the date of termination of the long-term service agreement.

11.7 Special Provisions Concerning Agreements With Terms of Two Years or Less

If the primary or extended term of Shipper's service agreement, whichever is applicable, is two (2) years or less, the five (5) month posting period described in Subsection 11.3 will not apply, and a two (2) month posting period will apply in lieu thereof, and the deadline by which Transporter and Shipper must reach agreement on the terms and conditions under which service will be extended as described in Subsection 11.6 will be the date which is one (1) month following the date of Transporter's notice to Shipper that no acceptable bids have been received. Except as set forth in this Subsection 11.7, the provisions of Subsections 11.1-11.6 shall be applicable to all long-term service agreements.

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE

12.1 Nominations

Upon Transporter's acceptance of Shipper's Service Request and Transporter's and Shipper's execution of a service agreement, Shipper shall be entitled to make nominations for transportation services, except as set forth.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

No transportation service will commence unless and until Transporter has received a completed "Customer Nomination Form" and the Shipper has been advised by Transporter's gas dispatchers that the service may commence. All timely and intra-day nominations for transportation service shall be made via fax transmission (at 614-862-6330) or EDM. Transporter shall not be required to accept any purported nomination received via mail, written notice, courier service, personal delivery, or telephone.

The completed Customer Nomination Form shall include a notation indicating whether it is submitted as a timely or intra-day nomination. The standard quantity for nominations, confirmations, and scheduling shall be dekatherms per day. A nomination requesting modifications to an existing nomination need reflect only the proposed changes and the proposed effective date and time.

Transporter will support a seven-days-a-week, twenty-four-hours-a-day nomination process. It is recognized that the success of seven days a week, twenty four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but should be available by telephone or beeper.

Nominations for the receipt of gas by Transporter shall be accepted by Transporter only if the point of receipt is either (i) an interconnection with another interstate pipeline whose FERC Gas Tariff incorporates the GISE Standards, or (ii) an interconnection with an Operator that is a party to a currently effective Interconnection Agreement with Transporter applicable to such interconnection. The form of Interconnection Agreement is set forth herein beginning at Tariff Sheet No. 194.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

The timeline and other applicable procedures for the submission, validation and confirmation of timely and intra-day nominations shall be as specified in the GISB Nominations Related Standards.

- (a) Timely Nominations. A "timely nomination" is a nomination for transportation service beginning at the start of a day transmitted and received within the Timely Nomination Cycle specified at GISB Standard 1.3.2(i).

GISB Standard 1.3.2 (i) provides as follows:

The Timely Nominations Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

A timely nomination may be modified either by a superseding timely nomination or by an intra-day nomination. A timely nomination which is superseded by an intra-day nomination shall, at the conclusion of the day on which the intra-day nomination was in effect, revert to the quantities, locations, and end date submitted in the superseded timely nomination. A timely nomination which is superseded by a timely nomination shall, at the conclusion of the end date in the superseding timely nomination, revert to the quantities, locations, and end date submitted in the superseded timely nomination.

- (b) Intra-day Nominations. An "intra-day nomination" is a nomination for transportation service transmitted and received within the Evening Nomination Cycle specified at GISB Standard 1.3.2(ii), the Intraday 1 Nomination Cycle specified at GISB Standard 1.3.2(iii), or the Intraday 2 Nomination Cycle specified in GISB Standard 1.3.2(iv).

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

GISB Standard 1.3.2 (ii) provides as follows:

The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the transporter; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

GISB Standard 1.3.2 (iii) provides as follows:

The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

GISB Standard 1.3.2 (iv) provides as follows:

The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the transporter; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

An intra-day nomination shall span only a single day, terminating at the conclusion of the day on which the intra-day nomination is effective. Intra-day nominations will be processed after timely nominations have been scheduled. Except in the case of a nomination for firm service utilizing primarily firm capacity during the Evening Nomination or the Intra-Day 1 Nomination cycle, Transporter shall not be required to accept an intra-day nomination whose effect would be to reschedule quantities of gas flowing for other Shippers under timely nominations or intra-day nominations from an earlier cycle for that day. No intra-day nomination during the Intra-Day 1 Nomination Cycle or the Intra-Day 2 Nomination Cycle shall be for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intra-day nomination.

Transporter will provide direct notice of bumping (as defined in the GISB Standards) by one of the following means, to be designated by Shipper: telephone, facsimile, Internet E-mail or direct notification to a Shipper's Internet URL address.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

- (c) Other Nominations. At its option, Transporter may accept nominations which are submitted and received outside the timelines applicable to timely or intra-day nominations, or are not transmitted via fax or EDM, but Transporter shall not be required to comply with the GISB Nominations Related Standards with respect to such nominations. Nominations received after nomination deadlines shall be scheduled after nominations received before nomination deadlines.
- (d) Pooling at Appalachian Production Receipt Points. Any Shipper or Operator may request the creation of a pool of certain Appalachian production receipt points on Transporter's system by submitting to Transporter, in writing on or before 9:00 a.m., central clock time, the 20th day of the month preceding the desired effective date, a Pool Operator Confirmation signed by the Operators at each receipt point within the proposed pool and, if different, by the proposed pool operator. A list of the Appalachian production receipt points currently eligible for pooling (which is subject to change from time to time in Transporter's sole discretion), can be obtained via the Web Site. Pools will be established for a month and shall continue from month-to-month thereafter until terminated by the pool operator or by Transporter by notice at least ten days before the effective date of termination. The Operator of a receipt point may withdraw his point by notice to Transporter at least ten days before the effective date of withdrawal.

While a receipt point is included within a pool, Shippers must nominate from the pool instead of the receipt point. The pool operator shall confirm nominations from the pool with Transporter. As a part of the scheduling process, Transporter may require Shipper to adjust nominations from a pool to reflect Transporter's best estimate of associated production volumes within that pool. Pool operators must submit a Pre-Determined Allocation Methodology prior to the beginning of each month, applicable to the pool as a whole and not to individual receipt points within the pool. In the absence of a timely Pre-determined Allocation, Transporter shall allocate receipts from

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

12.1 Nominations (cont'd)

the pool among service agreements on a pro rata basis. Transporter shall schedule receipts from an Appalachian pool as secondary receipt points, unless all receipt points within the pool are primary receipt points.

- (e) Pooling at Pipeline Interconnections. A Shipper who is delivering gas into Transporter's system from more than one contract on an interconnecting interstate or intrastate pipeline at a single receipt point may request the creation of a pool of gas at that point by submitting to Transporter in writing on or before 9:00 a.m., central clock time, on the 20th day of the month preceding the desired effective date, a Pool Operator Confirmation signed by Shipper and, if different, by the proposed pool operator. Pools will be established for a month and shall continue from month-to-month thereafter until terminated by the pool operator or by Transporter by notice at least ten days before the effective date of termination. Shippers shall nominate from the pool instead of from the individual upstream contracts within the pool. The pool operator shall confirm nominations to and from the pool with Transporter. As part of the scheduling process, Transporter may require Shippers to adjust nominations from a pool to reflect scheduled receipts into Transporter's system.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

Except in the instance of a force majeure condition, as defined in Section 8 of these General Terms and Conditions, no change in service will commence unless or until Transporter has received the completed "Transportation Scheduling Form" and the Shipper has been advised by Transporter's gas dispatcher that the revised service may commence. Shipper and Transporter shall advise on another as soon as possible with respect to any force majeure conditions affecting transportation service hereunder.

12.2 Scheduling

- (a) When deemed necessary by Transporter, Transporter may require confirmation from upstream and downstream transporters that scheduled receipts and deliveries will occur prior to scheduling receipts and deliveries on its system.
- (b) Transporter may decline to schedule receipts and deliveries through segments of its system if such action is required in Transporter's judgment by weather the necessity to conduct maintenance, repair or replacement activities with regard to its facilities, to schedule Department of Transportation compliance activities, to install taps, to test storage fields, operational equipment, compressors or compressor station equipment, or similar activities affecting capacity and operations of portions of its system, or as a result of conditions of force majeure, as described at Section 8.1 of these General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

12. NOMINATING AND SCHEDULING TRANSPORTATION SERVICE (cont'd)

- (c) Transporter shall schedule receipts and deliveries of gas for shippers in a sequence that is the reverse of the order in which capacity is curtailed pursuant to Section 15.1 of these General Terms and Conditions; provided, however, that Transporter shall notify each Shipper whose interruptible or overrun service would not be scheduled only because its service agreement specifies a discounted rate, and provided such Shipper with one opportunity to offer to pay a higher rate. If such Shipper agrees to pay a higher rate within the time period specified by Transporter in its notice to Shipper (which shall in no event be less than two (2) hours, such Shipper's nomination will have the scheduling priority commensurate with such higher rate.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES

13.1 Introduction

Imbalances result whenever the amount of gas a Shipper receives from Transporter's system differs from the amount that Shipper delivered into Transporter's system (net of various adjustments). Imbalances can result from a difference between the amount of gas nominated at a particular receipt or delivery point and the amount of gas measured actually passing through that point. This Section 13 describes Transporter's methodology for allocating shortfalls and overruns at receipt and delivery points, and includes the various control measures intended to discourage, minimize and correct imbalances.

Scheduled receipts and deliveries will be the basis for allocation of actual deliveries or receipts. The allocation methodology applied to actual deliveries or receipts shall be determined in accordance with an Operational Balancing Agreement as set forth in Section 13.2 (c) (i) hereof, or the default methodologies set forth in Sections 13.3(b) (ii), 13.3(c) (ii), 13.4(b) (ii), and 13.4(c) (ii) hereof.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

13.2 Operational Balancing Agreements

- (a) Any imbalances arising under any transportation agreement between Shipper and Transporter that are attributable to variances (1) between actual receipts of natural gas and scheduled receipts of natural gas at receipt points into Transporter's system, or (2) between actual deliveries of natural gas and scheduled deliveries of natural gas at delivery points from Transporter's system, which receipt and/or delivery points are subject to Operational Balancing Agreements ("OBA's"), as more fully described in Subsection (b) hereof, on the day or days such variances arise, will be resolved by Transporter pursuant to the terms of the applicable OBA and Shipper shall not be subject to any imbalance charges or penalties pursuant to its service agreements with Transporter for such imbalances.

- (b) For the purpose of minimizing operational conflicts between various pipeline facilities with respect to the delivery of gas to and from Transporter's facilities, Transporter is willing to negotiate and execute OBA's with parties that operate natural gas facilities which interconnect with Transporter's system and which are not among parties described in Section 13.2(c) (i)-(iv) hereof (herein called the OBA Party). Transporter is also willing to negotiate with any other party which does not qualify to be an OBA party as defined above, toward an Operational Balancing Agreement which would provide Transporter with assurances equivalent to those contained in the above definition of an OBA party. Such OBA's shall specify the gas custody transfer procedures to be followed by Transporter and the OBA Party for the scheduling of quantities to be received by Transporter at receipt points and delivered by Transporter at delivery points. Such OBA's will provide that any variance between actual quantities and scheduled quantities for any day shall be resolved in-kind promptly pursuant to the terms of the OBA. To facilitate such determination of variances on a timely basis, Transporter and the OBA Party will agree in the OBA on necessary and timely measurement, reporting and accounting procedures. Transporter shall post on the Bulletin Board System those receipt and delivery points which are subject to an OBA.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (c) It is the Transporter's intent to negotiate and execute OBA's on a non-discriminatory basis with any OBA Party. However, Transporter shall have no obligation to negotiate and execute OBA's with any party that:
 - (i) is not sufficiently creditworthy to qualify for transportation service under Transporter's FT Rate Schedule of a Maximum Daily Transportation Quantity equal to the sum of the delivery capacities of the receipt and delivery points that would be subject to the OBA's, and for purposes of the FT Rate Schedule, the cost of performing the service requested by Shipper for a three-month period would be arrived at by multiplying one-half (1/2) of the Negative Imbalance cash-out price specified in Section 13.10(a) hereof by forty-five (45) times the daily delivery capacity of such receipt and delivery points;
 - (ii) does not maintain a dispatching operation which is staffed on a continuous, around-the-clock basis 365 days per year;
 - (iii) would result in the imposition of substantial additional regulatory requirements upon Transporter; or
 - (iv) does not commit to timely determination of variances based on reasonable available measurement technology.
- (d) Nothing in this Section 13.2 nor any executed OBA shall limit Transporter's rights to take action as may be required to adjust receipts and deliveries under any transportation agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Transporter's system, including maintenance of service to higher priority Shippers and/or service.

13.3 Allocation of Receipts

(a) General

Transporter will use the best information it has available in order to allocate receipts of gas among Shippers and services.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

(b) Allocation of Receipts Among Shippers

- (i) Where more than one Shipper proposes to deliver gas to Transporter at a receipt point, Transporter may require such Shippers to instruct Transporter with regard to the allocation of such Shippers' respective allocated shares of receipts. Such Shippers shall provide or cause their designee(s) to provide Transporter with the instructions set forth in this section prior to the initiation of service. Such information shall be provided to Transporter using the Pre-Determined Allocation ("PDA") Methodology Form (See, Section 13.5 hereof) before the start of the Gas Day.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (ii) The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.
- (c) Allocation of Receipts Among Services
 - (i) Where a Shipper proposes to deliver gas to Transporter at a receipt point or a combination of receipt points under more than one Rate Schedule or agreement, Transporter may require such Shipper to instruct Transporter with regard to the allocation of Shipper's allocated share of receipts among services. Shipper shall provide, or cause its designee to provide, Transporter with the instructions set forth in this Section prior to the initiation of service and prior to each month of service thereafter. Such

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

information shall be supplied to Transporter utilizing the PDA Methodology Form (See, Section 13.5 hereof) before the start of the Gas Day.

- (ii) If the procedures set forth in subsection 13.3(c) (i) above are not sufficient to allocate receipts among services, the following default procedure shall apply. When Transporter receives, at any one receipt point, on the same day, gas for the account of Shipper under more than one rate schedule, Transporter's actual receipts will be allocated, for billing and gas accounting purposes, first to scheduled receipts under the EFT Rate Schedule, second to scheduled receipts under the FT Rate Schedule, and third to schedule receipts under the IT Rate Schedule.

13.4 Allocation of Deliveries

(a) General

Transporter will use the best information it has available in order to allocate deliveries among Shippers and services.

(b) Allocation of Deliveries Among Shippers

Where more than one Shipper requests deliveries of gas from Transporter at a delivery point, Transporter may require such Shippers to instruct Transporter with regard to the allocation of such Shippers' respective allocated shares of deliveries. Such Shippers shall provide or cause their designee(s) to provide Transporter with the instructions set forth in this Section prior to the initiation of service. Such information shall

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

be provided to Transporter using the PDA Methodology Form
(See, Section 13.5 hereof) before the start of the Gas Day.

If the PDA Methodology Form for a Delivery Point identifies a service agreement, other than the service agreement with the party operating facilities that interconnect with Transporter's system at that Delivery Point, to be allocated the last quantities of gas through the meter; the Shipper whose service agreement has been identified must agree to the allocation methodology before it may become effective.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

The PDA Methodology Form appearing at Section 13.5 hereof may be used for conveying such information.

(c) Allocation of Deliveries Among Services

- (i) Where a Shipper requests deliveries of gas from Transporter at a delivery point or a combination of delivery points under more than one Rate Schedule or agreement, Transporter may require such Shipper to instruct Transporter with regard to the allocation of Shipper's allocated share of deliveries among services. Shipper shall provide, or cause its designee to provide, Transporter with the instructions set forth in this Section prior to the initiation of service. Such information shall be supplied to Transporter utilizing the PDA Methodology Form (see, Section 12.5 hereof) before the start of the Gas Day.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (ii) If the procedures set forth in subsection 13.4(c) (i) are not sufficient to allocate deliveries among services, the following default procedure shall apply. When Transporter delivers at any one delivery point, on the same day, gas for the account of Shipper under more than one rate schedule, Transporter's actual deliveries will be allocated, for billing and gas accounting purposes, first to scheduled deliveries under the EFT Rate Schedule, second to scheduled deliveries under the FT Rate Schedule, and third to scheduled deliveries under the IT Rate Schedule.

13.5 The following is Transporter's PDA Methodology Form:

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

GAS TRANSPORT, INC.
PRE-DETERMINED ALLOCATION METHODOLOGY FORM

INTERCONNECT PARTY: _____ METER #: _____

CONTRACT: _____ METER NAME: _____

PHONE: () - FAX: () -

DATE SUBMITTED: / / DATE EFFECTIVE: / /

LIST TRANSACTIONS FROM HIGH PRIORITY TO LOW PRIORITY:

GTI'S SERVICE

RANK	METHODOLOGY	SHIPPER NAME	AGREEMENT NUMBER
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

GAS TRANSPORT, INC.
PRE-DETERMINED ALLOCATION METHODOLOGY FORM
(cont'd)

NOTES: _____

CONFIRMATION BY GTI: APPROVED: _____

REJECTED: _____

GTI'S COMMENTS: _____

13.6 Adjustment of Receipts and Deliveries

It shall be the responsibility of Shipper to control and, if necessary, adjust receipts of gas from Transporter and/or adjust deliveries of gas to Transporter, in order to maintain a daily balance of receipts and deliveries (except to the extent otherwise provided in an applicable Rate Schedule). Transporter shall not be obligated to receive or deliver gas on any day in excess of the quantities scheduled by Transporter for Shipper, nor shall Transporter be obligated to deliver to Shipper at the delivery point(s) quantities in excess of quantities received for Shipper at the receipt point(s), less quantities for fuel and loss retention (in both cases, except to the extent otherwise provided in an applicable Rate Schedule). Transporter shall make available to Shipper information regarding receipts and deliveries based on the best operating information available to Transporter and make such information available to all parties to the transaction. Transporter shall make such operating information available on its Web Site weekly for meters equipped with real time measurement operated by Transporter or such meters operated by others as they become available. Upon notification, Shipper shall be obligated to adjust receipts and deliveries of gas to correct or avoid any imbalance. Any adjustment to receipts and deliveries by Shipper, whether or not pursuant to notification from Transporter or otherwise, shall be coordinated with Transporter's gas dispatches.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

13.7 Calculation of Monthly Imbalances. A Shipper's imbalance under a particular service agreement is always equal to the amount of gas received by Transporter for that Shipper's account under that agreement, less the amount Transporter delivers to that Shipper under that agreement, and less fuel and loss retention, adjusted for imbalance payback and relief. Imbalances can be either positive (adjusted receipts for Shipper's account exceed deliveries to Shipper) or negative (deliveries to Shipper exceed adjusted receipts for Shipper's account).

Each month, Transporter will calculate the imbalance for each agreement (from among all the receipt and deliver points used under that agreement) and aggregate those calculations into that agreement's Monthly Imbalance. The Monthly Imbalances for all the agreements in effect for a single Shipper are set off against each other to calculate the Monthly Shipper Imbalance. Each Monthly Shipper Imbalance is aggregated with any cumulative unresolved imbalance from previous months into the Shipper's Cumulative Monthly Imbalance. The Cumulative Monthly Imbalance is compared to a Monthly Imbalance Tolerance Level ("MITL"), which is equal to 5 percent of the accumulated daily scheduled receipts for the month under all that Shipper's agreements, but at least 1000 Dth.

If a Shipper indicates its consent in writing delivered to Transporter, or by E-Mail message on the Web Site, Transporter will transmit a Shipper's Monthly Imbalance Statement by E-Mail message on the Web Site.

13.8 Transportation Balancing Fee. Imbalances in excess of one MITL represent unauthorized use of Transporter's system facilities. If the Monthly Shipper Imbalance quantity causes the Cumulative Monthly Imbalance to exceed one MITL a Transportation Balancing Fee will be charged on the amount in excess of tolerance, except as otherwise provided in this Section 13.8. The schedule for this fee per Dth is as follows:

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

Multiple of Imbalance Tolerance Level	Transportation Balancing Fee
Up to 1	0
> 1 to 2	0.2 x IT Rate
> 2 to 3	0.4 x IT Rate
> 3 to 4	0.6 x IT Rate
> 4 to 5	0.8 x IT Rate
> 5	1.0 x IT Rate

The Transportation Balancing Fee will be included in Shipper's regular bill for transportation services, and will be subject to all payment and collection requirements applicable to that bill. All Transportation Balancing Fees assessed by Transporter to any Shipper who is an affiliate of Transporter during any quarter of a calendar year shall be directly refunded to each Shipper under Rate Schedule FT or EFT who was not assessed a Transportation Balancing Fee during that quarter (a "Balanced Shipper"), based on each Balanced Shipper's MDTQ under Rate Schedules FT and EFT as a percentage of the total such MDTQs of all Balanced Shippers. Such refunds shall be made within 45 days of the close of each quarter, and may be done by a credit against any amounts due from that Shipper.

To avoid collection of more than one Transportation Balancing Fee on a single month's imbalance, Transporter shall apply the following principles, in a nondiscriminatory manner, in computing the Transportation Balancing Fee:

- (a) The Transportation Balancing Fee shall be applicable to a Shipper for an activity month only if that Shipper has made a binding election, pursuant to Section 13.9 hereof, to resolve imbalances "in kind."
- (b) The Transportation Balancing Fee shall be calculated only on the amount by which the current Monthly Shipper Imbalance worsens that Shipper's Cumulative Monthly Imbalance.
- (c) Monthly Imbalances which correct Cumulative Monthly Imbalances in part or in full, or which do not cause the Cumulative Monthly Imbalance to exceed one MITL, shall not result in any Transportation Balancing Fee;

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (d) all gas activity is allocated first to current month activity;
and
- (e) imbalances shall be computed on a First-In First-Out (FIFO)
basis.

Examples of the application of these rules in various circumstances will be included in statements of policy which Transporter will post on its Web Site.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

13.9 Imbalance Resolution. A Shipper may elect to resolve imbalances "in kind" or by "cash-out." This election must be made by submitting a completed and signed "Imbalance Resolution Methodology Form" (see Section 13.12 below). Any Shipper not submitting that form will be deemed to have elected to resolve imbalances via cash-out. All imbalances on all of Shipper's contracts must be resolved using the same methodology. The election of methodologies must be made at or before the earliest time a monthly nomination is required to be submitted under any of Shipper's contracts.

If Shipper elects to resolve imbalances in kind, that Shipper will be subject to the Transportation Balancing Fee as described in Section 13.8 hereof. Imbalances of such Shippers, and imbalances of other Shippers which have not be cashed-out, may be resolved in one of the following ways:

- (a) Shipper Imbalance Exchange - Shippers who agree to all the terms of Transporter's Imbalance Exchange, and so indicate on their Imbalance Resolution Methodology Form, will be allowed to exchange imbalances with other such Shippers on the Shipper Imbalance Exchange. Transporter will fax a participating Shipper's MITL for the agreement which has the imbalance being exchanged. Transporter will fax a participating Shipper's imbalance information to the Web Site participants. Transporter will have the applicable information posted by the tenth business day of the month following the activity month.

Shippers desiring to trade imbalances must present with a request for transfer (through a fax or in writing). A request must be received by Transporter from all Shippers involved in an imbalance exchange. No Shipper may accumulate balances for the purpose of resolving other Shippers' imbalances. For purposes of determining the applicable Transportation Balancing Fee under Section 13.8 of these General Terms and Conditions for the activity month, or the quantities subject to cash-out under Section 13.10 thereof, imbalance trades that are evidenced by requests received by Transporter on or before the end of the calendar month following the activity month shall be recognized in the calculation of the Monthly Shipper Imbalance Quantity and the Cumulative monthly Imbalance for the activity month.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (b) Schedule Imbalance Payback/Relief - A Shipper may elect to schedule full or partial imbalance payback/relief.
- (c) Cash-Outs of In-Kind Imbalances in Special Circumstances - To preserve the operational integrity of its system, Transporter may at its option (exercised on a non-discriminatory basis) cash out the Cumulative Monthly Imbalance of a Shipper which has elected to resolve imbalances in kind, subject to the following requirements:
 - (i) the aggregated Cumulative Monthly Imbalances of all Shippers in a given activity month must exceed five percent (5%) of Transporter's total deliveries in that month, excluding deliveries that month to EFT Shippers;
 - (ii) only Shippers with a Cumulative Monthly Imbalance in the same direction (positive or negative) as the aggregated imbalance described in subparagraph (i) above, for that same given activity month, in excess of five (5) times that Shipper's MITL for that month shall be cashed out;
 - (iii) whenever Transporter exercises its option, the entire Cumulative Monthly Imbalances of all Shippers described in subparagraph (ii) above shall be cashed out simultaneously;
 - (iv) Transporter may exercise its option with respect to imbalances for a given activity month no less than twenty-five (25) days following the end of that activity month, and no more than thirty-one (31) days following the end of that activity month;
 - (v) the cash-out shall be accomplished in the same manner, as if the Shipper's entire imbalance had arisen during the given activity month and was being cashed out pursuant to Section 13.10 hereof, except that the cash-out price shall be the Index as defined in Section 13.10(a) hereof, without adjustment by 110% or 90%; and
 - (vi) Transporter is not required to exercise its option if Transporter believes, in its sole discretion, that exercise of its option would not be prudent at that time.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- 13.10 Cash-Out of Imbalances. If a Shipper which has elected (or been deemed to elect) to resolve imbalances via cash-out has a Cumulative Monthly Imbalance in excess of one MITL, that Shipper's entire Cumulative Monthly Imbalance shall be cashed-out as described in this Section 13.10.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

- (a) Clearing of negative imbalances. Should such imbalance be negative, the imbalance shall be subject to Negative Imbalance Cash-Out.

The Negative Imbalance Cash-Out Price is a price per Dth which is applied to the amount of the Shipper's negative imbalance. Shipper's regular invoice for transportation services will include the money owed by Shipper under this Negative Imbalance Cash-Out, which will be subject to all payment and collection requirements applicable to that bill. Upon receipt of payment, Transporter will make gas accounting entries reducing the amount of Shipper's negative imbalance accordingly.

Transporter shall post the Negative Imbalance Cash-Out Price for each month on its Web Site. The Negative Imbalance Cash-Out Price shall be equal to one hundred ten percent (110%) of the sum of SWI + WAT (the "Index"), where:

SWI = Southwest Index, which is the arithmetic average of all spot gas index prices per Dth reflective of the first day of the month quoted by: (i) Natural Gas Intelligence "Spot Gas Prices," "Delivered to Pipelines," "30-Day Supply Transactions," and (ii) Inside FERC "Gas Market Report," for deliveries of gas produced in Texas and Louisiana into the system of Columbia Gulf Transmission Corporation ("Columbia Gulf") and Columbia Gas Transmission Corporation ("Columbia")

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

WAT = weighted average firm transport cost per Dth from the southwest to Transporter's system.

- (b) Clearing of positive imbalances. Should such imbalance be positive, the imbalance shall be subject to Positive Imbalance Cash-Out.

The Positive Imbalance Cash-Out Price is a price per Dth which is applied to the amount of the Shipper's positive imbalance. Transporter will refund, credit or otherwise pay to Shipper the Positive Imbalance Cash-Out Price in return for Transporter's retaining the positive imbalance quantities at no further cost to Transporter, free and clear of any claims by any adverse party including Shipper. Shipper's regular invoice for transportation services will include a credit or refund for the money owed to Shipper under this Positive Imbalance Cash-Out. Upon sending that invoice, Transporter will make gas accounting entries reducing the amount of Shipper's positive imbalance accordingly.

The Positive Imbalance Cash-Out Price shall be equal to ninety percent (90%) of the Index as defined in Section 13.10(a) hereof.

- (c) Refund of Cash-Out Revenues in Excess of Costs

For purposes of this Subsection (c), an "Annual Billing Period" shall be the twelve month period commencing each April and ending the following March 31. Subsequent to the end of each Annual Billing Period, Transporter shall compare the revenues received by Transporter under the Cash-Out Procedures with the costs incurred by Transporter under such Cash-Out Procedures, including the costs of purchasing gas to replace any quantities of gas conveyed in cashing out negative imbalances which are not offset by gas obtained in cashing out positive imbalances. If the revenues received exceed the costs incurred, then Transporter shall refund, within 60 days of the end of the Annual Billing Period, the net overrecoveries to EFT and FT Shippers on a pro rata basis in accordance with the transportation volumes Transporter has delivered to each such Shipper during the Annual Billing Period. Such refund may be accomplished by a credit against any amounts owed by Shipper to Transporter. If the revenues received are less than the costs incurred, then Transporter shall carry

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GENERAL TERMS AND CONDITIONS
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(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

forward the net underrecoveries to the subsequent Annual Billing Period and may offset such net underrecoveries against any future net overrecoveries against any future net overrecoveries that may occur in a subsequent Annual Billing Period.

13.11 Prior Month Adjustments

If a Prior Month Adjustment (PMA) is to be made (either at the request of Shipper or at Transporter's initiative), Transporter will notify Shipper on or before the ninth (9th) of the month following the close of each month of the amount and nature of the PMA, either as part of the Monthly Imbalance Statement or in a separate communication. Shipper has until the end of the month following the month in which such notification was made to resolve the PMA in kind by adjusting Shipper's receipts and deliveries of gas.

If the PMA is not resolved in kind within the required time, a positive PMA (Shipper has too much gas on Transporter's system) will be resolved by Transporter's retaining an amount of Shipper's gas equal to the amount of the PMA, at no cost and free and clear of all claims by any party.

A negative PMA (Shipper has insufficient gas on Transporter's system) will be resolved by Shipper's paying to Transporter an amount of money equal to the amount of the PMA (expressed in dekatherms) multiplied by the Cash-Out Price applicable to the month which was adjusted by that PMA. Shipper's regular bill for transportation services will include the amount of gas retained by Transporter pursuant to this paragraph and/or the amount which is owed by Shipper pursuant to this paragraph, which will be subject to all payment and collection requirements applicable to that bill.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

13.12 Imbalance Resolution Methodology Form

Each Shipper must complete and deliver to Transporter the following form for each separate agreement, to notify Transporter of that Shipper's choice of methods to resolve imbalances on that agreement. This Imbalance Resolution Methodology Form will be due by the 10th day of the month following activity for each agreement. A maximum of one Form per contract per month may be filed. A submitted Form continues in effect unless a superseding Form is filed. The following is Transporter's Imbalance Resolution Methodology Form:

IMBALANCE RESOLUTION METHODOLOGY FORM

Please circle "yes" or "no" to each question.

- | | | |
|--|-----|----|
| 1. RESOLVE IMBALANCES "IN KIND"? | YES | NO |
| 2. PARTICIPATE IN SHIPPER IMBALANCE EXCHANGE? | YES | NO |
| 3. POST TO SHIPPER IMBALANCE EXCHANGE ON WEB SITE? | YES | NO |

NOTES:

Option 1 answered negatively, with Option 2 answered affirmatively and Option 3 answered negatively, is the default imbalance resolution methodology. If Option 1 is answered affirmatively, then Option 2 answered affirmatively with Option 3 answered negatively is the default imbalance resolution methodology. Execution and delivery of this form to Transporter constitutes a waiver of any claim the undersigned Shipper may have against Transporter, its employees, officers, directors, affiliates and/or agents based upon Shipper's engaging in a transaction on the Shipper Imbalance Exchange in reliance upon any misstatement of that Shipper's imbalance amount. All transactions on the Shipper Imbalance Exchange are final.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

13. ALLOCATION AND IMBALANCES (cont'd)

IMBALANCE RESOLUTION METHODOLOGY FORM
(cont'd)

DATE: _____ Name of Shipper: _____

By: _____
Title: _____

(end of form)

13.13 Balancing at Contract Termination

Following the termination of the transportation contract, Shipper shall be required to correct any remaining excess or deficiency in receipts and deliveries within thirty (30) days after the determination by Transporter that an excess or deficiency exists, or within such longer period of time mutually agreed upon by Shipper and Transporter.

If after such balancing period, Transporter determines that Shipper received transportation quantities in excess of the quantities delivered to Transporter at the receipt point(s) for Shipper's account, Transporter shall charge Shipper an amount equal to the excess transportation quantities received by Shipper or its designee, multiplied by two (2) times Transporter's Negative Imbalance Cash-Out price, as defined in Section 13.10(a), effective for the month in which the 30-day period ends.

If after such balancing period, Transporter determines that Shipper delivered to Transporter quantities of gas in excess of the quantities received by Shipper at the delivery point(s), Transporter shall retain the excess transportation quantities at no cost and free and clear of any adverse claims by any party.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

14. UNAUTHORIZED TENDERS AND RECEIPTS

14.1 Definition. Unauthorized tenders and receipts are amounts of gas delivered to Transporter or taken by Shipper from Transporter:

- (a) prior to execution of a transportation service agreement or submission of the "Transportation Scheduling Form,"
- (b) following an interruption of service by Transporter pursuant to Section 2.2 of the FT, EFT or IT Rate Schedules,
- (c) in violation of an operational flow order issued by Transporter to Shipper pursuant to Section 2.10 of the EFT Rate Schedule,
- (d) following a curtailment or termination of service pursuant to Section 15 of these General Terms and Conditions,
- (e) following a discontinuance or curtailment of service pursuant to Section 14 of these General Terms and Conditions,
- (f) following a notification to Shipper requiring an adjustment of receipts and deliveries pursuant to Section 13.6 hereof, or
- (g) following a discontinuance, curtailment or termination of service authorized by any other provision of this tariff.

In addition, a Shipper's failure to return quantities of gas advanced to it by Transporter pursuant to Section 2.10 of the EFT Rate Schedule when required by Transporter shall constitute an unauthorized receipt of such quantities. Transporter will provide its Shippers with reasonable notice of any interruption, discontinuance, curtailment or termination of service or of any operational flow orders and Shipper shall be permitted twenty-four (24) hours, or such lesser time as is required to protect the integrity of Transporter's system, to reduce its tenders or receipts in compliance with such notice.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

14. UNAUTHORIZED TENDERS AND RECEIPTS (cont'd)

14.2 Disposition of Unauthorized Tenders and Receipts

At Transporter's sole option, Transporter shall retain any unauthorized tenders at no cost and free and clear of any adverse claims of any party. Unauthorized receipts by a Shipper shall be assigned to the service agreements between Transporter and Shipper and shall be treated as an imbalance for purposes of Section 13 hereof until such imbalance is cleared or until a charge is assessed pursuant to Section 14.3 hereof. If there are no service agreements between Transporter and the operator of the delivery point(s) at which the unauthorized receipts occurred, Transporter shall sell the unauthorized receipts to the operator at Transporter's Cash-Out Price, as defined in Section 13.10, for the month in which the unauthorized receipts were taken.

14.3 Charges Associated with Unauthorized Tenders and Receipts

All unauthorized tenders or receipts shall be subject to the assessment of a charge equal to \$25 per dth or two (2) times Transporter's Negative Imbalance cash-out price, as defined in Section 13.10(a), whichever is greater. Such charges shall not be assessed:

- (a) if Shipper adjusts its tenders or receipts within the time period applicable to Transporter notice;
- (b) if the unauthorized tenders or receipts occurred at an interconnection where Transporter has complete and unrestricted control of gas deliveries.

The payment of a charge for unauthorized tenders or receipts shall not under any circumstances be considered as giving such party the right to make unauthorized tenders or receipts; nor shall such payment foreclose Transporter or any other party from pursuing any available remedy against the offending party for making such unauthorized tenders or receipts. Subsection (b) hereof shall not be applicable to any unauthorized receipts resulting from a Shipper's failure to return gas advanced by Transporter pursuant to Section 2.10 of the EFT Rate Schedule.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

14. UNAUTHORIZED TENDERS AND RECEIPTS (cont'd)

14.4 Indemnification and Waiver

Shipper shall indemnify Transporter against, hold it harmless from, and undertake the defense of Transporter with respect to any and all claims, losses, damages, expenses and injuries arising from an unauthorized tender or receipt by Shipper. Shipper waives any and all claims and demands against Transporter arising from an unauthorized tender or receipt by another Shipper, other than claims based on a Shipper's loss of gas supply due to Transporter's negligence or willful misconduct.

15. CURTAILMENT OF TRANSPORTATION CAPACITY

Notwithstanding any other provisions in this Tariff or any Service Agreement with Transporter, it is recognized that Transporter's capacity may be limited or curtailed on a system-wide basis or on a segment-by-segment basis. The allocation procedures and priorities set forth in this Section 15 shall apply to both system-wide and segment-by-segment limitations or curtailments, insofar as is possible.

Following the scheduling of services, Transporter may discontinue or curtail service at any time if required in Transporter's reasonable judgment by weather or the necessity to conduct maintenance, repair or replacement activities with regard to its facilities, to schedule Department of Transportation compliance activities, to install taps, to test storage fields, operational equipment, compressors or compressor station equipment, or similar activities affecting capacity and operations or portions of its system, after an unexpected loss of capacity, or when necessary to avert a material threat to the integrity of its system or when continuation of service would impair Transporter's ability to render a service of a higher priority, as set forth in this Section 15, or as a result of conditions of force majeure, as described at Section 8.1 of these General Terms and Conditions.

Transporter will allocate capacity in the manner set forth in this Section 15 only to the extent it is reasonably practical to do so. It is recognized that the allocation of Transporter's capacity may be affected by the capacities of Transporter's measurement, control and communication equipment, as it exists from time to time, the operational requirements of Transporter or by factors beyond the control of Transporter, including but not limited to variations in the requirements or markets served by Transporter.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

15. CURTAILMENT OF TRANSPORTATION CAPACITY (cont'd)

- (a) If, on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to serve all transportation requirements which are otherwise scheduled to receive service on such day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity, to zero (0) if necessary,
- (i) first, to interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this subsection 15.1(a);
 - (ii) second, to quantities scheduled pursuant to subsection 3.2(d) of the IT Rate Schedule;
 - (iii) third, to quantities scheduled pursuant to subsection 3.2(c) of the IT Rate Schedule;
 - (iv) fourth, to quantities scheduled pursuant to subsection 3.2(b) of the IT Rate Schedule and overrun services other than those described in subsection 15.1(a)(v);
 - (v) fifth, to quantities scheduled pursuant to subsection 3.2(a) of the IT Rate Schedule and overrun services scheduled for the preceding month, up to the quantities previously scheduled;
 - (vi) sixth, to quantities scheduled at receipt or delivery points described at Section 2.4 of the FT Rate Schedule or Section 2.4 of the EFT Rate Schedule;

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GENERAL TERMS AND CONDITIONS
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(cont'd)

15. CURTAILMENT OF TRANSPORTATION CAPACITY (cont'd)

- (vii) last, to quantities scheduled within contract quantities for each shipper pursuant to the FT or EFT Rate Schedules, or other firm transportation rate schedules.

Unless otherwise provided above, available capacity will be allocated to scheduled receipt and deliveries within a category for purpose of this subsection in proportion to the quantities scheduled by Transporter.

- (b) If on any day, Transporter determines that any segment of its system is receiving insufficient quantities to allow Transporter to meet its delivery requirements of such segment, Transporter shall curtail deliveries, to zero (0) if necessary,
 - (i) first, to deliveries associated with interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this subsection 15.1(b);
 - (ii) second, to deliveries associated with quantities scheduled pursuant to subsection 3.2(d) of the IT Rate Schedule, and deliveries associated with quantities scheduled at receipt points described in Section 2.4 of the FT Rate Schedule that are not equipped with equipment sufficient to provide Transporter with real time measurement, communication and control capability;
 - (iii) third, to deliveries associated with quantities scheduled pursuant to subsection 3.2(c) of the IT Rate Schedule;
 - (iv) fourth, to deliveries associated with quantities scheduled pursuant to subsection 3.2(b) of the IT Rate Schedule and deliveries associated with overrun services other than those described in subsection 15.1(b)(v);

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

15. CURTAILMENT OF TRANSPORTATION CAPACITY (cont'd)

- (v) fifth, to deliveries associated with quantities scheduled pursuant to subsection 3.2(a) of the IT Rate Schedule and deliveries associated with overrun services scheduled for the preceding month, up to the quantities previously scheduled;
- (vi) sixth, to deliveries associated with quantities scheduled at receipt or delivery points described at Section 2.4 of the FT Rate Schedule (except as described above) or Section 2.4 of the EFT Rate Schedule; and
- (vii) last, to deliveries associated with quantities scheduled within contract quantities for each shipper pursuant to the FT or EFT Rate Schedules, or other firm transportation rate schedules.

Unless otherwise provided above, available capacity will be allocated to scheduled receipt and deliveries within a category for purpose of this subsection in proportion to the quantities scheduled by Transporter.

- (c) If on any day, Transporter determines that any segment of its system is receiving more gas than necessary to meet its delivery requirements off such segment, Transporter shall curtail receipts, to zero (0) if necessary,
 - (i) first, to receipts associated with interruptible and overrun services subject to service agreements specifying a discounted rate, beginning with the service(s) subject to the largest discount(s), and proceeding in reverse order according to the amount of the discount(s), capacity to be allocated among equally discounted services in accordance with the remaining provisions of this subsection 15(c);
 - (ii) second, to receipts associated with quantities scheduled pursuant to subsection 3.2(d) of the IT Rate Schedule, and deliveries associated with quantities scheduled at receipt points described in Section 2.4 of the FT Rate Schedule that are not equipped with equipment sufficient to provide Transporter with real time measurement, communication and control capability;

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

15. CURTAILMENT OF TRANSPORTATION CAPACITY (cont'd)

- (iii) third, to receipts associated with quantities scheduled pursuant to subsection 3.2(c) of the IT Rate Schedule;
- (iv) fourth, to receipts associated with quantities scheduled pursuant to subsection 3.2(b) of the IT Rate Schedule and overrun services other than those described in subsection 15.1(c) (v);
- (v) fifth, to receipts associated with quantities scheduled pursuant to subsection 3.2(a) of the IT Rate Schedule and receipts associated with overrun services scheduled for the preceding month, up to the quantities previously scheduled;
- (vi) sixth, to receipts associated with quantities scheduled at receipt or delivery points described at Section 2.4 of the FT Rate Schedule (except as described above) or Section 2.4 of the EFT Rate Schedule; and
- (vii) last, to receipts associated with quantities scheduled within contract quantities for each shipper pursuant to the FT or EFT rate schedules.

16. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Transporter and Shipper recognize that Transporter 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 attributable to Transporter, and costs generated by decisions by the Commission, the courts, or by an arbitration panel or other body having jurisdiction over Transporter. It may be appropriate, equitable, and consistent with cost responsibility to allocate such costs among Shippers 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. Shipper agrees that Transporter 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. Shipper shall have the right to intervene and protest any such filings.

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(cont'd)

17. TRANSITION COSTS

Pursuant to Order Nos. 636, et seq., issued by the Commission, Transporter is authorized to recover Transition Costs from its Buyers as set forth in this Section. This Section shall be applicable until such time as Transporter has recovered all of its Transition Costs.

17.1 Stranded Costs

Transporter shall seek to recover costs that are stranded as a result of complying with Order No. 636, et seq., together with interest (to the extent allowed by the Commission), through a method to be determined in a general Section 4 rate filing(s).

17.2 Gas Supply Realignment ("GSR") Costs

- (a) Transporter shall recover from its customers under the EFT and FT Rate Schedules its Gas Supply Realignment ("GSR") costs in accordance with this Section 17.2. GSR costs are those costs attributable to realigning Transporter's gas supply contracts as permitted by Order No. 636.
- (b) Transporter will make periodic filings after the effective date, seeking necessary Commission authorization to recover any GSR costs actually incurred, plus carrying charges calculated from the date of incurrence of such GSR costs to the projected date of payment as determined pursuant to Section 154.67(c)(2) of the Commission's regulations.
 - (i) Ninety (90) percent of such GSR costs shall be allocated to Transporter's shippers under the EFT and FT Rate Schedules, based on the ratio of the Shipper's Contract MDTQ to the total Contract MDTQ of surcharged Shippers under Rate Schedule EFT and FT. GSR Costs shall be recovered from shippers under Rate Schedules EFT and FT by means of a GSR Demand Surcharge per Contract MDTQ over a three-year amortization period commencing on the date authorized by the Commission. At the end of the three-year period, Transporter shall continue to charge or refund to the extent necessary to cause the under or over-collections to be adjusted such that Transporter fully recovers its GSR Costs allocated to Shippers under the EFT and FT Rate Schedules.

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GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

17. TRANSITION COSTS (cont'd)

Transporter will perform an annual revision of the billing determinants to properly reflect changes in the service levels of the Shippers receiving service.

- (ii) Transporter shall recover the remaining ten (10) percent of its GSR costs from Transporter's Shippers under the IT Rate Schedule, over a three-year amortization period, commencing on the date authorized by the Commission. At the end of the three-year period, Transporter shall continue to charge or refund to the extent necessary to cause the under- or over-collections to be adjusted such that Transporter fully recovers its GSR costs allocated to Shippers under the IT Rate Schedule.

If operating experience indicates that Transporter is unable to recover said ten (10) percent from Shippers under the IT Rate Schedule, Transporter may make a new proposal to the Commission to recover any amount of GSR costs not recovered through IT rates.

17.3 Implementation Costs

Transporter shall recover the costs associated with new facilities installed to physically implement Order No. 636 (including, but not limited to, the costs for new metering and flow control equipment), together with interest (to the extent allowed by the Commission), through a surcharge to the reservation or demand component of its rates under the EFT and FT Rate Schedules over a three-year amortization period commencing on the first day that rates including implementation costs are put into effect in general Section 4 filings.

17.4 Upstream Supplier's Transition Costs

- (a) Flow Through Charges. Transporter has been a customer of several interstate pipelines, one or more of which may bill Transporter for costs, directly or indirectly, as Transition Costs under Order No. 636. Transporter shall be entitled to flow through to its firm Buyers all Transition Costs that Transporter is required to pay such upstream pipelines.

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GENERAL TERMS AND CONDITIONS
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(cont'd)

17. TRANSITION COSTS (cont'd)

- (b) Basis for the Flow Through of Charges. The charges to Transporter, associated with Account Nos. 191, 858 and the transportation and compression costs in Account No. 186, as well as with any other transition costs to Transporter as may be authorized by the Commission, shall be flowed through to all firm Buyers on an as-billed basis using the firm Buyers' entitlements during the period of time or on a date prior to the effective date that corresponds to the period of time or date utilized by the upstream pipeline for allocation purposes, unless otherwise modified by the Commission.
- (c) Filing Procedure. At least thirty (30) days before the proposed effective date of an initiation of a charge or a change in the charges covered by this section, Transporter shall file with the Commission and mail to each of its affected firm Buyers and interested state commissions a revised tariff sheet or sheets showing such charge and a statement showing the basis therefor.
- (d) Effective Period of Flow Through. Transporter shall continue to flow through the charges under this section for the full period required to recover the total Transition Costs that Transporter is required to pay such upstream pipelines.

17.6 Exit Fee

- (a) If Transporter and a firm Buyer agree upon a reduction or termination of that Buyer's service, such Buyer shall pay Transporter a negotiated exit fee including charges for Account Nos. 191, 858 and the transportation and compression costs in Account No. 186, GSR Costs, Stranded Costs, Implementation Costs and Upstream Supplier Transition Costs, plus any associated carrying charges assigned or allocated to and otherwise payable by the Buyer, absent the termination. In addition, Transporter will collect all or a portion of the capacity reservation charge otherwise recoverable by Transporter from the Buyer for the balance of the contractual term, absent early termination.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

18. GOVERNMENTAL AUTHORIZATION AND REGULATION

- 18.1 This tariff is subject to all valid applicable state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction.
- 18.2 Each party to any service agreement under this tariff shall immediately upon execution thereof make such filings with such governmental bodies or officials as have jurisdiction for authorizations as may be required for the commencement of the deliveries contemplated by such service agreement, and thereafter will use due diligence to prosecute such filings to final decision, order or approval.
- 18.3 Each party to any service agreement under this tariff shall submit copies of its filings or amendments to such filings made with any governmental body or official having jurisdiction to the other party and shall promptly advise the other party of any action taken by such body or official with respect thereto.

19. GENERAL

- 19.1 No waiver by either Shipper or Transporter of any default of the other under this tariff shall operate as a waiver of any future default, whether of like or different character or nature.
- 19.2 This tariff shall bind and inure to the benefit of the respective successors and assigns of each of the parties to any service agreement hereunder, but no assignment shall be effective without notification to and consent by the non-assigning party; provided, however, either party to a service agreement hereunder may assign its right, title and interest in, to and by virtue of such service agreement, including any and all extensions, renewals, amendments and supplements thereto, to a trustee or trustees, individuals or corporate, as security for bonds or other obligations or securities, without such trustee or trustees, assuming or becoming in any respect obligated to perform any of the obligations of the assignor, and if any such trustee be a corporation, without its being required by the parties hereto to qualify to do business in the State of Ohio, but no such assignment shall serve to relieve the assigning party of its obligations thereunder.

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Superseding: Original Sheet No. 160

GENERAL TERMS AND CONDITIONS
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(cont'd)

19. GENERAL (cont'd)

- 19.3 Transporter will not build or contribute to the cost of building any laterals. Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act or prevent Transporter from contesting an application for service filed pursuant to Section 7(a). Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.
- 19.4 When Shipper under a service agreement hereunder consists of two (2) or more persons, the obligations of such persons under such service agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by the Shipper shall be taken by such persons jointly.
- 19.5 No modification of the terms and provisions of any service agreement hereunder shall be or become effective except by the execution of a written contract.
- 19.6 The descriptive headings of the provisions of this tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

20. ANNUAL CHARGES ADJUSTMENT CLAUSE

- 20.1 Purpose. For the purpose of funding the Annual charges assessed against Transporter by the Federal Energy Regulatory Commission ("Commission") or any successor agency, this Section establishes an Annual Charges Adjustment Clause ("ACA") pursuant to 18 C.F.R. Section 154.38(d) (6) to be applicable to Transporter's Rate Schedules EFT, FT and IT (where applicable), as set forth on Sheet No. 5 of this FERC Gas Tariff.
- 20.2 Basis of the ACA. The Rate Schedules specified in Section 20.2 hereof shall include an increment for the ACA. Such charge shall be that increment, adjusted to Transporter's pressure base and heating value, if required, which has been approved by the Commission orders approving the Annual Charges. The ACA shall be reflected on Sheet No. 5 of this Tariff.

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Second Revised Sheet No. 161 Second Revised Sheet No. 161 : Effective
Superseding: First Revised Sheet No. 161

GENERAL TERMS AND CONDITIONS
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(cont'd)

20. ANNUAL CHARGES ADJUSTMENT CLAUSE (cont'd)

20.3 Filing Procedure. The notice period and proposed effective date of filings pursuant to this subsection shall be the same as those permitted under Order Nos. 472 and 472-A, unless a lesser notice period and different effective date is allowed by valid Commission order.

21. STANDARDS OF CONDUCT IN TRANSPORTING GAS FOR OTHERS

This Section 21 is required by 18 CFR 260.16(b)(1) because

- (a) Transporter will engage in transportation transactions with its affiliated marketing entity: Northeast Ohio Gas Marketing, Inc., (herein referred to as "NOGM"), a wholly-owned subsidiary of The Northeast Ohio Operating Companies, Inc.

For purpose of Order No. 497, NOGM is referred to herein as "marketing affiliate."

21.1 SHARED OPERATING PERSONNEL AND FACILITIES

- (a) Transporter does share officers or operating personnel with the marketing affiliate.
- (b) Transporter and NOGM do share facilities and support services. NOGM's principal office is in Pleasantville, Ohio, in a building containing some office and support services of Transporter.
- (c) While, the marketing affiliate does have access to the computer system of Transporter, Transporter's employees have been instructed not to share any information with the marketing affiliate which relates to marketing or transportation, or which Transporter received from any shipper or potential shipper in connection with a request for transportation services, except in compliance with the Commission's Regulations.

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-476-001

Eighth Revised Sheet No. 162 Eighth Revised Sheet No. 162 : Effective
Superseding: Seventh Revised Sheet No. 162

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

21. STANDARDS OF CONDUCT IN TRANSPORTING GAS FOR OTHERS (cont'd)

21.2 FORM OF TRANSPORTATION SERVICE REQUEST

The Transportation Service Request Form and Transportation Scheduling Form which Transporter requires all potential transportation customers, including the marketing affiliate to complete and submit to Seller appears as Sheet Nos. 200 through 205 of the Second Revised Volume No. 1 of this FERC Gas Tariff.

21.3 Complaint Procedures

Complaints by Shippers and Potential Shippers concerning any transportation services offered by Transporter or any of Transporter's transportation practices and procedures should be directed to Transporter's President at (614) 862-3300. Transporter will respond initially within 48 hours and in writing within 30 days to such complaints.

21.4 Information for Shippers and Potential Shippers

Affiliated and nonaffiliated Shippers and Potential Shippers may receive additional information on the availability and pricing of Transporter's transportation service, and the capacity of Transporter's pipelines available for transportation, by calling Transporter at (614) 862-3300. Any such information, or any other information, which Transporter provides to any marketing affiliate will be made available to others for 30 days.

22. GAS INDUSTRY STANDARDS BOARD ("GISB")

The following GISB Standards are not specifically addressed in individual tariff provisions and are hereby incorporated by reference into these General Terms and Conditions:

GISB Standard	Version No.
1.1.1 - 1.1.16	1.3
1.2.1 - 1.2.6	1.3
1.2.8 - 1.2.12	1.3
1.3.2 (v) & (vi)	1.3
1.3.3	1.3
1.3.7	1.3
1.3.11	1.3

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-476-001

Seventh Revised Sheet No. 162A Seventh Revised Sheet No. 162A : Effective
Superseding: Sixth Revised Sheet No. 162A

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

22. GAS INDUSTRY STANDARDS BOARD ("GISB") (cont'd)

GISB Standard	Version No.
1.3.14 - 1.3.18	1.3
1.3.20 - 1.3.46	1.3
1.4.1 - 1.4.7	1.3
2.1.1 - 2.1.3	1.3
2.2.1	1.3
2.3.1 - 2.3.2	1.3
2.3.4 - 2.3.8	1.3
2.3.9	1.3
2.3.10 - 2.3.13	1.3
2.3.15 - 2.3.16	1.3
2.3.20 - 2.3.25	1.3
2.3.27	1.3
2.3.31	1.3
2.4.1 - 2.4.6	1.3
3.1.1 - 3.1.2	1.3
3.2.1	1.3
3.3.1 - 3.3.13	1.3
3.3.16	1.3
3.3.20 - 3.3.21	1.3
3.4.1 - 3.4.5	1.3
4.1.1 - 4.1.15	1.3
4.2.1 - 4.2.8	1.3
4.3.1 - 4.3.3*	1.3
4.3.5 - 4.3.35	1.3
5.1.1	1.3
5.2.1	1.3
5.3.9	1.3
5.3.18 - 5.3.19	1.3
5.3.22	1.3
5.3.27	1.3
5.3.30	1.3
5.4.1 - 5.4.17	1.3

* Transporter hereby incorporates the GISB Model Trading Agreement.

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FERC Docket: RP98- 82-000

First Revised Sheet No. 162B First Revised Sheet No. 162B : Effective
Superseding: Original Sheet No. 162B

GENERAL TERMS AND CONDITIONS
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(cont'd)

23. NOTICE PROCEDURES FOR OPERATIONAL FLOW ORDERS

Transporter will post all notices of operational flow orders (as defined in the GISB Standards) on its Bulletin Board as expeditiously as is practicable, and, to the extent an operational flow order is applicable only to specific Shippers, Transporter will notify each such Shipper by telefacsimile, provided that such Shipper has provided a telefacsimile number to Transporter.

24. QUALIFICATION FOR SERVICE

24.1 Shippers requesting new or additional transportation service under any rate schedule must provide the information required by this Subsection and on Transporter's "Transportation Service Request Form" (available on Transporter's BB and included herein beginning at Tariff Sheet No. 202). No service will be scheduled for receipt and delivery until a completed "Transportation Service Request Form" with respect to such service has been provided to Transporter. A "Transportation Service Request Form" shall be tendered no earlier than ninety days prior to the proposed commencement date of service, unless (a) the construction of new facilities is required, or (b) the request is for capacity that will not be available until the proposed commencement date. All completed "Transportation Service Request Forms" not filed through Transporter's BB are to be sent to:

Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Any modification of an existing service shall be requested by Shipper's submission of a new "Transportation Service Request Form" with a notation on the Form that the service requested is a modification of an existing service.

Any request shall include the following:

- (a) Receipt/Delivery Points: The requested receipt and delivery points as set forth in the applicable rate schedule.
- (b) Quantities: The requested quantities, as set forth in the applicable rate schedules.

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Second Revised Sheet No. 163 Second Revised Sheet No. 163 : Effective
Superseding: First Revised Sheet No. 163

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

24. QUALIFICATION FOR SERVICE (cont'd)

- (c) Term: The proposed commencement date and term of service.
- (d) Shipper Certification: A statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence, that Shipper will have good title or the good right to deliver the gas to be delivered to Transporter, and 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 Shipper'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 function as an intrastate pipeline or 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 interstate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
- (e) Facilities: Identification and location of any facilities proposed to be constructed or installed by any party affected by the proposed transportation service, including, but not limited to, equipment sufficient to provide Transporter with real time measurement, communication, and control capability.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

24. QUALIFICATION FOR SERVICE (cont'd)

(f) Credit Evaluation:

- (i) a copy of Shipper's most recent audited financial statement and most recent financial statement, audited or unaudited;
- (ii) a copy of Shipper's most recent twelve-month audited financial statement or Annual Report and, if applicable, 10-K form;
- (iii) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

In the event Shipper cannot provide the information in Subsection 24.1(f) (i) and/or (ii) above, Shipper shall, if applicable, provide that information for its parent company.

- 24.2 (a) Transporter shall not be required to perform or to continue service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness; provided, however, such Shipper may receive service:

- (i) if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for a three-month period; or
- (ii) if it furnishes an irrevocable letter of credit pursuant to Section 24.2(c) hereof.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

24. QUALIFICATION FOR SERVICE (cont'd)

For purposes herein, the insolvency of a Shipper shall be evidenced by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of the Shipper under the Federal bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

- (b) For purposes of this Section, a Shipper's creditworthiness shall not have been demonstrated if (i) the Shipper has a poor credit history, as established by a reliable reporting agency, or with respect to any services provided by Transporter, or (ii) the Shipper's net worth, or its unencumbered assets in each state in which Transporter operates, is worth less than the amount applicable under Section 24.2(a)(i). Transporter may, from time to time, limit the service it provides to Shipper to such level as is commensurate with the prepayment or other security provided as set forth above, or as is necessary to ensure that neither Shipper's net worth, nor its unencumbered assets in the states in which Transporter operates, is less than the amount applicable under Section 24.2(a)(i).
- (c) Shipper may receive service if it provides, no later than 12:00 p.m., central clock time, on the business day prior to the day on which nominations for the desired service are due, to Transporter the Specified Amounts, as defined below, either in the form of (i) a prepayment to a bank designated by Transporter in U.S. Federal funds or (ii) a letter of credit, irrevocable for ninety (90) days, from a financial institution acceptable to Transporter. Transporter shall accept a nomination from Shippers qualifying for service under this Section 24.2(c) only to the extent that the prepayment or letter of credit in effect as of such time is sufficient to cover such Specified Amount.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

24. QUALIFICATION FOR SERVICE (cont'd)

The Specified Amount shall be the amount projected to become payable to Transporter based on the Shipper's nominated deliveries for the month.

- 24.3 (a) Upon Transporter's determination that Shipper's request for service is complete, Transporter will enter such request on a list of pending complete requests and so notify Shipper. Transporter will evaluate its ability to satisfy complete requests for transportation in their order of entry on such list. Transporter shall process requests for service within a reasonable period of time. If Transporter rejects a request for service which has been entered on Transporter's list of pending complete requests, Transporter will so notify Shipper within ten (10) days of such rejection. In such event, Shipper's request for service will not remain entered on such list unless Shipper notifies Transporter, within thirty (30) days of Transporter's notification of rejection, that its request should remain so entered.

Upon receipt of such written notification by Shipper, Shipper's request will remain entered for an additional six (6) months, and for additional six (6) month periods thereafter provided that Shipper notifies Transporter in writing, prior to the conclusion of a six (6) month period, that it requests an extension.

- (b) A Service Agreement (or, when tendered by Transporter in response to a request for firm service that requires the construction of facilities, a precedent agreement) shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for service. In the event the Service Agreement or precedent agreement is not executed by Shipper and returned within thirty days after Transporter tendered the contract, Transporter shall consider the request for service invalid.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

25. ORDER OF DISCOUNTS

If and when Transporter discounts the rates applicable for service under any Service Agreement under Rate Schedules included in this Tariff, the amount of any such discount shall be accounted for as a reduction of maximum rates in the following sequence to the extent any of the following components are included in the maximum rate:

- (a) GRI Surcharge
- (b) the base rate

26. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

26.1 Except as provided in Section 26.2 herein, Shipper shall reimburse Transporter (a) for the costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport, or deliver natural gas for Shipper's account; and (b) for any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the Commission or any other governmental authority having jurisdiction. A reimbursement due Transporter by Shipper pursuant to this Section 26.1 shall be due and payable to Transporter within ten (10) days of receipt by Shipper of Transporter's bill(s) for same; provided, however, subject to Transporter's consent such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the service agreement between Transporter and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both Transporter and Shipper.

GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
(cont'd)

26. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES (cont'd)

26.2 Transporter may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 26.1 if Shipper provides Transporter adequate assurances of transportation throughput to make construction of the facilities economical to Transporter. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Transporter will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Transporter estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Transporter. In estimating the revenues to be generated, Transporter will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the location of the markets, the interruptible versus the firm nature of the transportation service, and other similar factors which impact whether the available deliverability will actually be transported.

Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP98- 82-000

Sheet Nos. 169-193 Sheet Nos. 169-193 : Effective

Sheet Nos. 169-193 have not been issued, but have been reserved for future use.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-157-006

Sub. First Revised Sheet No. 194 Sub. First Revised Sheet No. 194 : Effective

INTERCONNECTION AGREEMENT

MADE AND ENTERED INTO this ____ day of _____, _____, by and between _____, hereinafter referred to as "Operator,"

and

GAS TRANSPORT, INC., P.O. Box 430, Lancaster, Ohio, 43130-0430, hereinafter referred to as "Transporter."

WITNESSETH

WHEREAS, Transporter transports natural gas through its interstate pipeline facilities pursuant to its FERC Gas Tariff; and

WHEREAS, by means of facilities operated by it, Operator proposes to deliver natural gas into Transporter's facilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, and intending to be bound hereby, Transporter and Operator agree as follows:

ARTICLE I

DELIVERY OF GAS INTO TRANSPORTER'S FACILITIES

(A) Operator shall not deliver gas into any facility owned or operated by Transporter other than at a Receipt Point identified on Exhibit A at the time of such delivery (the "Exhibit A Receipt Point(s)"). No Receipt Point or well shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Operator and Transporter.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-157-008

2nd Sub. First Revised Sheet No. 195 2nd Sub. First Revised Sheet No. 195 : Effective
Superseding: First Revised Sheet No. 195

INTERCONNECTION AGREEMENT
(cont'd)

(B) Operator shall deliver gas at a pressure sufficient to enable such gas to enter Transporter's facilities against the pressure prevailing therein from time to time; provided, however, that Operator shall not deliver gas at any Receipt Point at a pressure in excess of the pressure designated by Transporter.

(C) Operator warrants that all Transporter-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with Transporter's measurement at any Receipt Point, and (ii) so that compressed gas will be delivered to Transporter at a temperature not exceeding one hundred twenty degrees Fahrenheit (120o F).

(D) Operator shall give Transporter written notice at least twenty-four (24) hours prior to the commencement of (or any material change in) compression operations that may affect delivery conditions at a Receipt Point.

(E) Operator shall give Transporter written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in its operations.

INTERCONNECTION AGREEMENT
(cont'd)

(F) Operator shall, at its own cost and expense (i) obtain, provide Transporter with, and maintain any easement(s) or other land interest(s) which, in Transporter's judgment as to type and extent, are reasonably necessary for the installation, operation, and maintenance of receipt and related facilities; and (ii) provide Transporter with a copy of the recorded instruments evidencing such land interests and Transporter's beneficial interest therein.

(G) Measurement and other equipment shall be installed, at Operator's expense, at each Exhibit A Receipt Point facility, which, in Transporter's reasonable judgment, may be necessary to accommodate the deliveries of gas received and projected to be received by it at the Receipt Points (the "Receipt Facilities"). The normal operation, calibration, maintenance, adjustment, and repair of the Receipt Facilities shall be performed by Transporter at its initial expense; provided, however, that Operator shall maintain and calibrate any of the Exhibit A Receipt Points which deliver less than three hundred (300) Dth per month. Modifications to Receipt Facilities resulting from changes in Operator's operations shall be performed at Operator's cost and expense.

(H) Operator shall, at its own cost and expense, provide, operate, and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in Transporter's reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by Transporter or its customers.

ARTICLE II

COMMUNICATIONS

(A) Operator (or its designee) shall respond promptly to requests for confirmation of shipper nominations. Operator acknowledges that Transporter is under no obligation to schedule unconfirmed nominations.

(B) Operator shall, at its own cost and expense, deliver to Transporter all charts, manual meter readings or electronic flow information on or before the second business day following the identified production period.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-157-004

First Revised Sheet No. 197 First Revised Sheet No. 197 : Effective
Superseding: Original Sheet No. 197

INTERCONNECTION AGREEMENT
(cont'd)

(C) All Charts, index information, and electronic data shall be delivered to:

GAS TRANSPORT, INC.
P.O. Box 430
Lancaster, Ohio 43130-0430

ARTICLE III

TERM

(A) Upon the date of execution by the last of the parties identified on the first page hereof, this Agreement shall be effective, and it shall remain in effect on a month-to-month basis until terminated by either party by written notice to the other no later than thirty (30) days prior to the beginning of a Month.

(B) Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to Transporter hereunder or under any provision of law, Transporter shall have the following rights, exercisable at Transporter's sole option, to wit:

(1) Terminate this Agreement and remove all Receipt Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Operator's Gas at any one or more of the Exhibit A Receipt Points, upon thirty (30) days' prior written notice to Operator, in the event that Operator should (i) for any reason experience a loss or cancellation of the security required to be provided by Operator pursuant to Article IV hereof; or (ii) for any reason unrelated to Transporter's inability or unwillingness to receive Operator's Gas at one or more of the Exhibit A Receipt Points, deliver through each of the Exhibit A Receipt Points a volume of gas equal to or less than three (3) Mcf during any period of thirty (30) consecutive calendar days following the effective date of this Agreement; and

INTERCONNECTION AGREEMENT
(cont'd)

(2) Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Point(s), or suspend or cease receiving Operator's Gas at any affected Receipt Point(s), upon thirty (30) days' prior written notice to Operator, in the event that Operator should repeatedly violate the gas quality standards contained in Transporter's FERC Gas Tariff.

ARTICLE IV

OPERATOR'S CREDITWORTHINESS

(A) Transporter may (i) suspend its receipt of Operator's gas, or (ii) terminate this Agreement, in the event that Operator is or has become insolvent or fails within a reasonable period to demonstrate creditworthiness, or in the event Operator incurs a poor credit history with respect to any service provided by Transporter or as established by a reliable reporting agency.

(B) As a demonstration of Operator's creditworthiness and as security in respect of any remedy afforded Transporter under this Agreement or under any provision of law, Operator agrees to provide Transporter, prior to the effective date of this Agreement, and to keep in force throughout the term of this Agreement, any of one of the following:

(1) A security deposit in the amount of Ten Thousand Dollars (\$10,000), to be held in a non-interest-bearing account by Transporter;

(2) An irrevocable letter of credit in a form acceptable to Transporter bearing a face amount of \$10,000;

(3) At Transporter's discretion, a copy of the most recent audited financial statements of Operator (or of a guarantor of operator's performance hereunder) showing a net worth in excess of Thirty Thousand Dollars (\$30,000), or a copy of the most recent unaudited financial statements of Operator (or of a guarantor of Operator's performance hereunder) showing a net worth of at least Forty Thousand Dollars (\$40,000), in which event, Operator shall also provide Transporter with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of Ten Thousand Dollars (\$10,000) in each state in which Operator conducts any business.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-157-004

First Revised Sheet No. 199 First Revised Sheet No. 199 : Effective
Superseding: Original Sheet No. 199

INTERCONNECTION AGREEMENT
(cont'd)

(C) Transporter reserves the right to require Operator to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

ARTICLE V

BALANCING

(A) For purposes of this section, a "Positive Imbalance" shall occur when Operator delivers gas to Transporter at any Exhibit A Receipt Point that is not scheduled or otherwise allocable to any shipper of Transporter pursuant to the provisions of Transporter's FERC Gas Tariff.

(B) Except with regard to gas delivered at Receipt Points subject to an effective Operational Balancing Agreement between Transporter and Operator, and without limiting any other rights of Transporter hereunder (including rights set forth in any tariff provisions incorporated by reference below), Positive Imbalances shall be resolved either "in-kind" or by "cash-out" in accordance with the provisions applicable to Shippers as set forth in the General Terms and Conditions of Transporter's effective FERC Gas Tariff.

ARTICLE VI

INCORPORATION OF TARIFF PROVISIONS

(A) The provisions of Transporter's effective FERC Gas Tariff applicable to the relationship between Transporter and Operator, and any revisions thereof that may be made effective hereafter, are hereby made applicable to and part hereof by reference. Without limitation of the foregoing, such tariff provisions include the definitions therein and the provisions regarding gas quality, measurement, measurement equipment, possession of gas and responsibility, warranty of title, force majeure and remedies, nominating and scheduling services, unauthorized tenders and receipts, and gas industry standards.

INTERCONNECTION AGREEMENT
(cont'd)

ARTICLE VII

MISCELLANEOUS

(A) No change, modification, or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

(B) No waiver by any 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 other default or defaults, whether of a like or of a different character.

(C) Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

(D) Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: Gas Transport, Inc.
P.O. Box 430
Lancaster, Ohio 43130-0430

Operator:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-322-000

First Revised Sheet No. 201 First Revised Sheet No. 201 : Effective
Superseding: Original Sheet No. 201

INTERCONNECTION AGREEMENT
(cont'd)

(E) This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules, or regulations of any such duly constituted authorities.

(F) 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 the Agreement nor considered in any interpretation of the same.

(G) No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

(H) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law regarding the conflict of laws.

The parties hereto have caused this Agreement to be signed by their duly authorized personnel the day and year first above written.

GAS TRANSPORT, INC.
(Transporter)

By: _____
Title: _____

(Operator)

By: _____
Title: _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Sub. Original Sheet No. 202 Sub. Original Sheet No. 202 : Effective
Superseding: Original Sheet No. 202

GAS TRANSPORT, INC.
TRANSPORTATION SERVICE REQUEST FORM

GAS TRANSPORT, INC.
132 EAST MAIN STREET
LANCASTER, OHIO 43130
ATTENTION TRANSPORTATION DEPARTMENT

INTERNAL USE ONLY
CONTRACT # _____
REQUEST # _____
VALID Y N
REC'D BY _____
FOLLOW UP _____

TYPE OF SERVICE - CHECK ONE 3 SERVICE - CHECK ONE
1. _____ IT (CHECK ONE) 3 2. _____ NEW SERVICE
- TRANSMISSION 3
- GATHERING 3 _____ MODIFICATION OF EXISTING SERVICE
3
_____ EFT (CHECK ONE) 3
- TRANSMISSION 3
- GATHERING 3 DESCRIPTION OF MODIFICATION
3
_____ FT (CHECK ONE) 3
- TRANSMISSION 3
- GATHERING 3

3. _____ (SHIPPER) HEREBY REQUESTS FIRM/INTERRUPTIBLE
TRANSPORTATION SERVICE FROM GAS TRANSPORT, INC. (GTI) AND CONSEQUENTLY
PROVIDE THE FOLLOWING INFORMATION IN CONNECTION WITH THIS REQUEST:

4. COMPLETE LEGAL NAME OF SHIPPER

5. TYPE OF LEGAL ENTITY AND STATE OF INCORPORATION:

6. SHIPPER IS:

_____ LOCAL DISTRIBUTION COMPANY	_____ END-USER
_____ INTRASTATE PIPELINE	_____ MARKETER
_____ INTERSTATE PIPELINE	_____ BROKER
_____ PRODUCER	_____ OTHER (FILL IN)

7. A. NAME OF SHIPPER CONTACT, ADDRESS AND TELEPHONE NUMBER THROUGH WHICH
CORRESPONDENCE SHOULD BE DIRECTED:

B. CONTACT FOR BILLING PURPOSES (IF DIFFERENT FROM A.)

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 204 Original Sheet No. 204 : Effective

GAS TRANSPORT, INC.
TRANSPORTATION SERVICE REQUEST FORM
PAGE 3

15. NAME AND DESCRIPTION OF DELIVERY POINT(S) WHERE GTI WILL DELIVER THE GAS AND THE MAXIMUM DAILY QUANTITY EXPRESSED IN DTH OF GAS TO BE REDELIVERED BY GTI FOR EACH POINT. (FOR ITS-1 SERVICE, GENERAL DELIVERY POINTS ARE GRANTED, SIMPLY ENTER "SEE EXHIBIT". FOR FTS-1 SERVICE, POINTS AND RELATED QUANTITIES MUST BE DESCRIBED IN FULL.

16. PLEASE PROVIDE THE NAME, CONTACTS AND TELEPHONE NUMBERS OF ANY THIRD PARTIES REQUIRED TO TRANSPORT THE GAS IMMEDIATELY UPSTREAM OR DOWN- STREAM OF GTI'S FACILITIES. IF FERC AUTHORIZATION IS REQUIRED BY THE TRANSPORTERS, PLEASE EXPLAIN UNDER WHAT AUTHORIZATION SUCH TRANSPORTATION SHALL OCCUR:

UPSTREAM TRANSPORTER: _____
DOWNSTREAM TRANSPORTERS: _____

17. SOURCES OF GAS: _____
(USE OF TWO DIGIT FERC GEOGRAPHIC AREA CODES PROVIDED ON SUPPLEMENT)

18. IF THE GAS ORIGINATES IN A FOREIGN COUNTRY, UNDER WHAT DEPARTMENT OF ENERGY/OFFICE OF FOSSIL ENERGY IMPORT LICENSE(S) WILL IT ENTER THE COUNTRY?

19. IS REQUESTOR AFFILIATED WITH GTI?	_____	YES	_____	NO
20. IS SHIPPER AFFILIATED WITH GTI?	_____	YES	_____	NO
21. IS YOUR SUPPLIER AFFILIATED WITH GTI?	_____	YES	_____	NO

22. IF THE ANSWER TO QUESTIONS 19-21 IS "YES", IDENTIFY THE EXTENT OF AFFILIATION

23. FOR MARKETING AFFILIATES OF GAS TRANSPORT, INC., DOES THE COST OF GAS EXCEED THE SALES PRICE, LESS ASSOCIATED COSTS INCLUDING TRANSPORTATION, I.E., IS THE GAS BEING SOLD AT A LOSS?

_____ YES _____ NO _____ UNKNOWN

IF SO, BY HOW MUCH? _____

IF APPLICABLE, SHIPPER AGREES BY ITS SIGNATURE BELOW TO PROVIDE THIS INFORMATION WITHIN TWENTY-FIVE CALENDAR DAYS AFTER THE MONTH IN WHICH TRANSPORTATION SERVICE OCCURRED.

24. IS ANY OF THE GAS TO BE TRANSPORTED SUBJECT TO TAKE-OR-PAY RELIEF FOR GTI?
_____ IF YES, HOW MUCH? _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Sub. Original Sheet No. 205 Sub. Original Sheet No. 205 : Effective
Superseding: Original Sheet No. 205

GAS TRANSPORT, INC.
TRANSPORTATION SERVICE REQUEST FORM
PAGE 4

SHIPPER UNDERSTANDS THAT THIS REQUEST FORM, COMPLETE AND UNREVISED AS TO
FORMAT, MUST BE RECEIVED BY GTI BEFORE THE REQUEST WILL BE "LOGGED IN".
SHIPPER HEREBY AGREES TO PAY GTI'S CURRENTLY EFFECTIVE TRANSPORTATION RATE
APPLICABLE TO THIS SERVICE. SHIPPER UNDERSTANDS THAT GTI WILL NOT FILE FOR
FERC AUTHORIZATION TO PERFORM TRANSPORTATION SERVICE ON SHIPPER'S BEHALF UNTIL
IT RECEIVES THE REQUIRED FILING FEE FROM SHIPPER.

VERY TRULY YOURS,

(SHIPPER)

BY: _____

TITLE: _____

DATE: _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 206 Original Sheet No. 206 : Effective

FORM OF SERVICE AGREEMENT
(EFT Service)

AGREEMENT made this ___ day of _____, 19___, by and between GAS TRANSPORT, INC., a Delaware corporation, hereinafter called "Transporter" and _____, hereinafter called "Shipper."

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, and subject to the provisions of Transporter's EFT Rate Schedule, Transporter agrees to receive for Shipper's account for transportation up to the following quantities of natural gas:

Contract Maximum Daily Transportation Quantity (MDTQ) of _____ Dekatherms (Dth)

Transporter agrees to deliver for Shipper's account and Shipper agrees to accept delivery of the above quantities, provided, however, that Transporter will retain from the above quantities, the applicable fuel and loss retention.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 207 Original Sheet No. 207 : Effective

FORM OF SERVICE AGREEMENT
EFT Service (Cont'd)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for each dekatherm of gas transported for Shipper by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule EFT set forth in Transporter's effective FERC Gas Tariff, including the Fuel and Loss Charge, if applicable. In the event that the Transporter places on file with the Federal Energy Regulatory Commission ("Commission") another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

Shipper agrees to reimburse Transporter for the filing fees associated with this service and paid to the Commission.

ARTICLE III

Term of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for a period of _____, [and shall continue in effect thereafter until terminated by either Shipper or Transporter upon six (6) months written notice to the other].

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas that may be received for Shipper's account for transportation by Transporter, and the MDTQ applicable to each point of receipt, shall be:

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper's account and the MDTQ applicable to each point of delivery shall be:

FORM OF SERVICE AGREEMENT
EFT Service (Cont'd)

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter and Shipper receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Transporter and Shipper be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule EFT, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Cancellation of Prior Contracts

This Agreement supersedes and cancels, as of the effective date of this Agreement, prior contract(s) between the parties hereto for the transportation of the gas that is the subject of this Agreement.

ARTICLE VIII

Miscellaneous

1. No change, modification, or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-322-000

First Revised Sheet No. 209 First Revised Sheet No. 209 : Effective
Superseding: Original Sheet No. 209

FORM OF SERVICE AGREEMENT
EFT Service
(cont'd)

2. No waiver by any 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 other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter [or of Shipper, as the case may be,] shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. [Transporter or either party] may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter and Shipper shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 210 Original Sheet No. 210 : Effective

FORM OF SERVICE AGREEMENT
EFT Service (Cont'd)

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. 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 the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Ohio, without recourse to the law regarding the conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized personnel and attested by their respective Secretaries or Assistant Secretaries, the day any year first above written.

GAS TRANSPORT, INC.
(Transporter)

(Shipper)

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 211 Original Sheet No. 211 : Effective

FORM OF SERVICE AGREEMENT
(FT Service)

AGREEMENT made this ___ day of _____, 19___, by and between GAS TRANSPORT, INC., a Delaware corporation, hereinafter called "Transporter" and _____, hereinafter called "Shipper."

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, and subject to the provisions of Transporter's FT Rate Schedule, Transporter agrees to receive for Shipper's account for transportation up to the following quantities of natural gas:

Contract Maximum Daily Transportation Quantity (MDTQ) of ___ Dekatherms (Dth)

Transporter agrees to deliver for Shipper's account and Shipper agrees to accept delivery of the above quantities, provided, however, that Transporter will retain from the above quantities, the applicable fuel and loss retention.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 212 Original Sheet No. 212 : Effective

FORM OF SERVICE AGREEMENT
FT Service (Cont'd)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for each dekatherm of gas transported for Shipper by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule FT set forth in Transporter's effective FERC Gas Tariff, including the Fuel and Loss Charge, if applicable. In the event that the Transporter places on file with the Federal Energy Regulatory Commission ("Commission") another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

Shipper agrees to reimburse Transporter for the filing fees associated with this service and paid to the Commission.

ARTICLE III

Term of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for a period of _____, [and shall continue in effect thereafter until terminated by either Shipper or Transporter upon six (6) months written notice to the other].

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas that may be received for Shipper's account for transportation by Transporter, and the MDTQ applicable to each point of receipt, shall be:

The Point(s) of Delivery for all gas to be delivered by Transporter for Shipper's account and the MDTQ applicable to each point of delivery shall be:

FORM OF SERVICE AGREEMENT
FT Service (Cont'd)

ARTICLE V

Gas Pressures at Points of Receipt and Delivery

The maximum and minimum pressure for each delivery point shall be

_____.

The maximum and minimum pressure for each receipt point shall be

_____.

ARTICLE VI

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter and Shipper receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Transporter and Shipper be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VII

Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule FT, or any effective superseding rate schedule or otherwise applicable rate schedule, including any provisions of the General Terms and Conditions incorporated therein, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VIII

Miscellaneous

1. No change, modification, or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-322-000

First Revised Sheet No. 214 First Revised Sheet No. 214 : Effective
Superseding: Original Sheet No. 214

FORM OF SERVICE AGREEMENT
FT Service
(cont'd)

2. No waiver by any 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 other default or defaults, whether of a like or of a different character.

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter [or of Shipper, as the case may be,] shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. [Transporter or either party] may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter and Shipper shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 215 Original Sheet No. 215 : Effective

FORM OF SERVICE AGREEMENT
FT Service (Cont'd)

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. 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 the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Ohio, without recourse to the law regarding the conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized personnel and attested by their respective Secretaries or Assistant Secretaries, the day any year first above written.

GAS TRANSPORT, INC.
(Transporter)

(Shipper)

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 216 Original Sheet No. 216 : Effective

FORM OF SERVICE AGREEMENT
(IT Service)

AGREEMENT made this ___ day of _____, 19___, by and between GAS TRANSPORT, INC., a Delaware corporation, hereinafter called "Transporter" and _____, hereinafter called "Shipper."

WHEREAS, Shipper has requested that Transporter transport natural gas; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE I

Quantities

Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, and subject to the provisions of Transporter's IT Rate Schedule, Transporter agrees to receive for Shipper's account for transportation up to the following quantities of natural gas:

Contract Maximum Daily Transportation Quantity (MDTQ) of _____ Dekatherms (Dth)

Transporter agrees to deliver for Shipper's account and Shipper agrees to accept delivery of the above quantities received from Shipper, provided, however that Transporter will retain from the above quantities, the applicable fuel and loss retention.

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FERC Docket: RP97-157-006

Original Sheet No. 217 Original Sheet No. 217 : Effective

FORM OF SERVICE AGREEMENT
IT Service (Cont'd)

ARTICLE II

Rate

Unless otherwise mutually agreed in a written amendment to this Agreement, for each dekatherm of gas transported for Shipper by Transporter hereunder, Shipper shall pay Transporter the maximum rate provided under Rate Schedule IT set forth in Transporter's effective FERC Gas Tariff, including the Fuel and Loss Charge, if applicable. In the event that the Transporter places on file with the Federal Energy Regulatory Commission ("Commission") another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

Shipper agrees to reimburse Transporter for the filing fees associated with this service and paid to the Commission.

ARTICLE III

Term of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for a period of _____, [and shall continue in effect thereafter until terminated by either Shipper or Transporter upon six (6) months written notice to the other].

ARTICLE IV

Points of Receipt and Delivery

The Point(s) of Receipt for all gas received for Shipper's account for transportation by Transporter, shall be:

The Point(s) of Delivery for all gas delivered by Transporter for Shipper's account shall be:

FORM OF SERVICE AGREEMENT
IT Service (Cont'd)

ARTICLE V

Regulatory Approval

Performance under this Agreement by Transporter and Shipper shall be contingent upon Transporter and Shipper receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Transporter and Shipper be denied such approvals to provide the service contemplated herein or construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Transporter's and Shipper's obligations hereunder shall terminate.

ARTICLE VI

Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this agreement, the provisions of Rate Schedule IT, including any provisions of the General Terms and Conditions incorporated therein, or any effective superseding rate schedule or otherwise applicable rate schedule, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

ARTICLE VII

Miscellaneous

1. No change, modification, or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

2. No waiver by any 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 other default or defaults, whether of a like or of a different character.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-322-000

First Revised Sheet No. 219 First Revised Sheet No. 219 : Effective
Superseding: Original Sheet No. 219

FORM OF SERVICE AGREEMENT
IT Service
(cont'd)

3. Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter [or of Shipper, as the case may be,] shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. [Transporter or either party] may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

4. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

Transporter: Gas Transport, Inc.
P.O. Box 430
Lancaster, OH 43130-0430

Shipper:

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail, electronic communication, or telecommunication.

5. Transporter and Shipper shall proceed with due diligence to obtain such governmental and other regulatory authorizations as may be required for the rendition of the services contemplated herein, provided that Transporter reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto and, if necessary, any court review, in such manner as it deems to be in its best interest, including the right to withdraw the application or to file pleadings and motions (including motions for dismissal).

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP97-157-006

Original Sheet No. 220 Original Sheet No. 220 : Effective

FORM OF SERVICE AGREEMENT
IT Service (Cont'd)

6. This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.

7. 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 the Agreement nor considered in any interpretation of the same.

8. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

9. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Ohio, without recourse to the law regarding the conflict of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized personnel and attested by their respective Secretaries or Assistant Secretaries, the day any year first above written.

GAS TRANSPORT, INC.
(Transporter)

(Shipper)

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RP97-157-006

Original Sheet Nos. 221-251 Original Sheet Nos. 221-251 : Effective

Original Sheet Nos. 221-251 have not been issued, but have been reserved for future use.

