

Texas Eastern Transmission Corporation: Sixth Revised Volume No. 1
Title Page : Effective

FERC GAS TARIFF
SIXTH REVISED VOLUME NO. 1
(Supersedes Fifth Revised Volume No. 1)
of
TEXAS EASTERN TRANSMISSION CORPORATION
FILED WITH
FEDERAL ENERGY REGULATORY COMMISSION

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Effective Date: 11/15/1996 Status: Effective

FERC Docket: CP95-680-002

Third Revised Sheet No. 3 Third Revised Sheet No. 3 : Effective
Superseding: Second Revised Sheet No. 3

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Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP98-198-003

Fourth Revised Sheet No. 4 Fourth Revised Sheet No. 4 : Effective
Superseding: Third Revised Sheet No. 4

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Effective Date: 12/27/1996 Status: Effective

FERC Docket: CP96-695-003

Eighth Revised Sheet No. 5 Eighth Revised Sheet No. 5 : Effective

Superseding: Seventh Revised Sheet No. 5

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Effective Date: 06/21/1999 Status: Effective

FERC Docket: CP98-771-002

Seventh Revised Sheet No. 6 Seventh Revised Sheet No. 6 : Effective
Superseding: Sixth Revised Sheet No. 6

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Effective Date: 06/20/1997 Status: Effective

FERC Docket: CP97-149-001

Sixth Revised Sheet No. 7 Sixth Revised Sheet No. 7 : Effective
Superseding: Fifth Revised Sheet No. 7

Sixth Revised Sheet No. 7 is
being reserved for future use.

Effective Date: 01/17/2000 Status: Effective

FERC Docket: CP99-585-002

Fifth Revised Sheet No. 8 Fifth Revised Sheet No. 8 : Effective
Superseding: Fourth Revised Sheet No. 8

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Effective Date: 11/15/1996 Status: Effective

FERC Docket: CP95-680-002

Fourth Revised Sheet No. 9 Fourth Revised Sheet No. 9 : Effective

Superseding: Third Revised Sheet No. 9

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Effective Date: 02/25/2000 Status: Effective

FERC Docket: CP99-569-002

Fifth Revised Sheet No. 10 Fifth Revised Sheet No. 10 : Effective
Superseding: Fourth Revised Sheet No. 10

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Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 11 Original Sheet No. 11 : Effective

Original Sheet No. 11 is being
reserved for future use.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 12 Original Sheet No. 12 : Effective

PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Texas Eastern Transmission Corporation (Texas Eastern) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations and in compliance with Order No. 636 of the FERC. This FERC Gas Tariff reflects the unbundling of services in compliance with Order No. 636 and sets forth the terms and conditions of the transportation and storage services rendered by Texas Eastern. Texas Eastern is a natural gas company engaged in the business of transporting and storing natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC. Texas Eastern's former bundled sales Customers elected zero merchant services from Texas Eastern pursuant to Order No. 636. Any future merchant services of Texas Eastern will be rendered by Texas Eastern Energy Services Company, an operating division of Texas Eastern, (TESERV) pursuant to its FERC Gas Tariff, Original Volume No. 1A. The point at which TESERV shall make unbundled sales of gas shall be at a point at or upstream of the commencement of Texas Eastern's jurisdictional facilities and or any transportation agreement held by Texas Eastern as of June 1, 1993 on third party interstate pipelines.

The facilities owned and operated by Texas Eastern consist of a pipeline system which extends (1) from the State of Texas through the States of Louisiana, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey to the State of New York, (2) from the State of Mississippi through the States of Alabama, Tennessee, Kentucky and Ohio to the State of Pennsylvania; and which includes storage fields in Maryland and Pennsylvania.

The transportation and storage of natural gas is undertaken by Texas Eastern only under written contract acceptable to Texas Eastern after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Texas Eastern. If any such contract is to become operative only upon performance of certain precedent conditions, Texas Eastern reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation and/or storage of gas becomes operative.

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98- 40-000

Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Effective
Superseding: First Revised Sheet No. 13

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98-40-000

Second Revised Sheet No. 14 Second Revised Sheet No. 14 : Effective
Superseding: First Revised Sheet No. 14

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98- 40-000

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

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98- 40-000

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

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98- 40-000

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

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98-40-000

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

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98-40-000

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

MAPS

Effective Date: 05/31/1998 Status: Effective

FERC Docket: GT98- 40-000

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

MAPS

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 21-24 Original Sheet Nos. 21-24 : Effective

Original Sheet Nos. 21-24 are being
reserved for future use.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-First Revised Sheet No. 25 Forty-First Revised Sheet No. 25 : Effective
 Superseding: Fortieth Revised Sheet No. 25

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

ACCESS AREA	CDS RESERVATION CHARGE*		CDS RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.8050	0.0000	0.2237	0.0000
WLA-AAB	2.8260	0.0000	0.0929	0.0000
ELA-AAB	2.3750	0.0000	0.0781	0.0000
ETX-AAB	2.1890	0.0000	0.0720	0.0000
STX-STX	5.7190	0.0000	0.1880	0.0000
STX-WLA	5.8890	0.0000	0.1936	0.0000
STX-ELA	6.8050	0.0000	0.2237	0.0000
STX-ETX	6.8050	0.0000	0.2237	0.0000
WLA-WLA	2.0550	0.0000	0.0676	0.0000
WLA-ELA	2.8260	0.0000	0.0929	0.0000
WLA-ETX	2.8260	0.0000	0.0929	0.0000
ELA-ELA	2.3750	0.0000	0.0781	0.0000
ETX-ETX	2.1770	0.0000	0.0716	0.0000
ETX-ELA	2.3750	0.0000	0.0781	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.4300	0.0000	0.1456	0.0000
M1-M2	8.1360	0.0000	0.2675	0.0000
M1-M3	10.6640	0.0000	0.3506	0.0000
M2-M2	6.3400	0.0000	0.2084	0.0000
M2-M3	9.0060	0.0000	0.2961	0.0000
M3-M3	5.1630	0.0000	0.1697	0.0000

* Reservation Charge reflects a storage surcharge of: 0.3200

	ALL ZONES	
	\$/dth	
PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.	0.0053	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Fifth Revised Sheet No. 26 Forty-Fifth Revised Sheet No. 26 : Effective
 Superseding: Forty-Fourth Revised Sheet No. 26

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.0090	0.0090	0.0090	0.0090	0.0231	0.0434	0.0573
USAGE-3	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 27 Thirty-First Revised Sheet No. 27 : Effective
 Superseding: Thirtieth Revised Sheet No. 27

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS CAPACITY RELEASE CHARGES	RESERVATION CHARGE*			RESERVATION CHARGE ADJUSTMENT/ VOLUMETRIC RESERVATION CHARGE*		
	\$/dth			\$/dth		
		NON-			NON-	
ACCESS AREA	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	4.1520	2.6530	6.8050	0.1365	0.0872	0.2237
WLA-AAB	1.3120	1.5140	2.8260	0.0431	0.0498	0.0929
ELA-AAB	0.9150	1.4600	2.3750	0.0301	0.0480	0.0781
ETX-AAB	0.8320	1.3570	2.1890	0.0274	0.0446	0.0720
STX-STX	3.0800	2.6390	5.7190	0.1013	0.0867	0.1880
STX-WLA	3.2370	2.6520	5.8890	0.1064	0.0872	0.1936
STX-ELA	4.1520	2.6530	6.8050	0.1365	0.0872	0.2237
STX-ETX	4.1520	2.6530	6.8050	0.1365	0.0872	0.2237
WLA-WLA	0.3980	1.6570	2.0550	0.0131	0.0545	0.0676
WLA-ELA	1.3120	1.5140	2.8260	0.0431	0.0498	0.0929
WLA-ETX	1.3120	1.5140	2.8260	0.0431	0.0498	0.0929
ELA-ELA	0.9150	1.4600	2.3750	0.0301	0.0480	0.0781
ETX-ETX	0.8320	1.3450	2.1770	0.0274	0.0442	0.0716
ETX-ELA	0.9150	1.4600	2.3750	0.0301	0.0480	0.0781
MARKET AREA						
M1-M1	1.8010	2.6290	4.4300	0.0592	0.0864	0.1456
M1-M2	5.5160	2.6200	8.1360	0.1813	0.0862	0.2675
M1-M3	8.0500	2.6140	10.6640	0.2647	0.0859	0.3506
M2-M2	3.7130	2.6270	6.3400	0.1221	0.0863	0.2084
M2-M3	6.3850	2.6210	9.0060	0.2099	0.0862	0.2961
M3-M3	2.5350	2.6280	5.1630	0.0833	0.0864	0.1697

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 28 Twenty-Seventh Revised Sheet No. 28 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 28

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE
 CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
NON-MILEAGE							
from STX	0.0042	0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from WLA		0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from ELA			0.0043	0.0043	0.0085	0.0085	0.0085
from ETX				0.0043	0.0085	0.0085	0.0085
from M1					0.0042	0.0042	0.0042
from M2						0.0042	0.0042
from M3							0.0042
TOTAL							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 BACKHAUL RATE*							
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
NON-MILEAGE							
from STX	0.0042						
from WLA	0.0042	0.0042					
from ELA	0.0043	0.0043	0.0043				
from ETX	0.0043	0.0043	0.0043	0.0043			
from M1	0.0085	0.0085	0.0085	0.0085	0.0042		
from M2	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	
from M3	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	0.0042
TOTAL							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 12/01/2000 Status: Effective

FERC Docket: RP01-69-000

Eighth Revised Sheet No. 29 Eighth Revised Sheet No. 29 : Effective
Superseding: Seventh Revised Sheet No. 29

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

CDS
INCREMENTAL
FACILITY CHARGE

INCREMENTAL
FACILITY CHARGE
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-First Revised Sheet No. 30 Forty-First Revised Sheet No. 30 : Effective
 Superseding: Fortieth Revised Sheet No. 30

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

ACCESS AREA	FT-1 RESERVATION CHARGE*		FT-1 RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5820	0.0000	0.2164	0.0000
WLA-AAB	2.6030	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.4960	0.0000	0.1807	0.0000
STX-WLA	5.6660	0.0000	0.1863	0.0000
STX-ELA	6.5820	0.0000	0.2164	0.0000
STX-ETX	6.5820	0.0000	0.2164	0.0000
WLA-WLA	1.8320	0.0000	0.0602	0.0000
WLA-ELA	2.6030	0.0000	0.0856	0.0000
WLA-ETX	2.6030	0.0000	0.0856	0.0000
ELA-ELA	2.1520	0.0000	0.0708	0.0000
ETX-ETX	1.9540	0.0000	0.0642	0.0000
ETX-ELA	2.1520	0.0000	0.0708	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.2070	0.0000	0.1383	0.0000
M1-M2	7.9130	0.0000	0.2602	0.0000
M1-M3	10.4410	0.0000	0.3433	0.0000
M2-M2	6.1170	0.0000	0.2011	0.0000
M2-M3	8.7830	0.0000	0.2888	0.0000
M3-M3	4.9400	0.0000	0.1624	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES	
	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Fifth Revised Sheet No. 31 Forty-Fifth Revised Sheet No. 31 : Effective
 Superseding: Forty-Fourth Revised Sheet No. 31

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 32 Thirty-First Revised Sheet No. 32 : Effective
 Superseding: Thirtieth Revised Sheet No. 32

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1 CAPACITY RELEASE CHARGES	RESERVATION CHARGE*			RESERVATION CHARGE ADJUSTMENT/ VOLUMETRIC RESERVATION CHARGE*		
	\$/dth			\$/dth		
		NON-			NON-	
ACCESS AREA	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	4.1520	2.4300	6.5820	0.1365	0.0799	0.2164
WLA-AAB	1.3120	1.2910	2.6030	0.0431	0.0425	0.0856
ELA-AAB	0.9150	1.2370	2.1520	0.0301	0.0407	0.0708
ETX-AAB	0.8320	1.1340	1.9660	0.0274	0.0372	0.0646
STX-STX	3.0800	2.4160	5.4960	0.1013	0.0794	0.1807
STX-WLA	3.2370	2.4290	5.6660	0.1064	0.0799	0.1863
STX-ELA	4.1520	2.4300	6.5820	0.1365	0.0799	0.2164
STX-ETX	4.1520	2.4300	6.5820	0.1365	0.0799	0.2164
WLA-WLA	0.3980	1.4340	1.8320	0.0131	0.0471	0.0602
WLA-ELA	1.3120	1.2910	2.6030	0.0431	0.0425	0.0856
WLA-ETX	1.3120	1.2910	2.6030	0.0431	0.0425	0.0856
ELA-ELA	0.9150	1.2370	2.1520	0.0301	0.0407	0.0708
ETX-ETX	0.8320	1.1220	1.9540	0.0274	0.0368	0.0642
ETX-ELA	0.9150	1.2370	2.1520	0.0301	0.0407	0.0708
MARKET AREA						
M1-M1	1.8010	2.4060	4.2070	0.0592	0.0791	0.1383
M1-M2	5.5160	2.3970	7.9130	0.1813	0.0789	0.2602
M1-M3	8.0500	2.3910	10.4410	0.2647	0.0786	0.3433
M2-M2	3.7130	2.4040	6.1170	0.1221	0.0790	0.2011
M2-M3	6.3850	2.3980	8.7830	0.2099	0.0789	0.2888
M3-M3	2.5350	2.4050	4.9400	0.0833	0.0791	0.1624

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 33 Twenty-Seventh Revised Sheet No. 33 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 33

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1

CAPACITY RELEASE
 CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
NON-MILEAGE							
from STX	0.0042	0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from WLA		0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from ELA			0.0043	0.0043	0.0085	0.0085	0.0085
from ETX				0.0043	0.0085	0.0085	0.0085
from M1					0.0042	0.0042	0.0042
from M2						0.0042	0.0042
from M3							0.0042
TOTAL							
from STX	0.0088	0.0096	0.0140	0.0140	0.0281	0.0484	0.0623
from WLA		0.0059	0.0103	0.0103	0.0244	0.0447	0.0586
from ELA			0.0087	0.0087	0.0228	0.0431	0.0570
from ETX				0.0087	0.0228	0.0431	0.0570
from M1					0.0141	0.0344	0.0483
from M2						0.0245	0.0385
from M3							0.0182
USAGE-1 BACKHAUL RATE*							
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
NON-MILEAGE							
from STX	0.0042						
from WLA	0.0042	0.0042					
from ELA	0.0043	0.0043	0.0043				
from ETX	0.0043	0.0043	0.0043	0.0043			
from M1	0.0085	0.0085	0.0085	0.0085	0.0042		
from M2	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	
from M3	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	0.0042
TOTAL							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0281	0.0244	0.0228	0.0228	0.0141		
from M2	0.0484	0.0447	0.0431	0.0431	0.0344	0.0245	
from M3	0.0623	0.0586	0.0570	0.0570	0.0483	0.0385	0.0182

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 03/01/2001 Status: Effective
 FERC Docket: RP98-198-003

Twelfth Revised Sheet No. 34 Twelfth Revised Sheet No. 34 : Effective
 Superseding: Eleventh Revised Sheet No. 34

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1 INCREMENTAL FACILITY CHARGE

		INCREMENTAL FACILITY CHARGE \$/dth	
		Maximum	Minimum
PURSUANT TO SECTION 3.4 OF RATE SCHEDULE FT-1:			
To applicable customers converting from Rate Schedule FTS in Docket No. CP82-446: RESERVATION CHARGE		0.6600	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0217	0.0000
Customer	dth		
Bay State Gas Company	4,235		
Boston Gas Company	21,394		
Colonial Gas Company	1,951		
Connecticut Natural Gas Corporation	6,340		
Town of Middleborough, Massachusetts	116		
New Jersey Natural Gas Company	1,060		
Northern Utilities, Inc.	965		
Southern Connecticut Gas Company	4,922		
Yankee Gas Services Company	6,066		
To applicable customers converting from Rate Schedule FTS-4 in Docket No. CP87-4: RESERVATION CHARGE		3.0110	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0990	0.0000
Customer	dth		
Brooklyn Union Gas Company	27,500		
Long Island Lighting Company	22,500		
New Jersey Natural Gas Company	40,000		
NUI Corporation	10,000		
Public Service Electric & Gas Company	40,000		
To applicable customers converting from Rate Schedule FTS-5 in Docket No. CP87-312: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer	dth		
Colonial Gas Company	2,326		
Penn Fuel Gas, Inc.	4,000		
Yankee Gas Services Company	125		
To applicable customers converting from Rate Schedule FTS-7 in Docket No. CP80-170: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer	dth		
Connecticut Natural Gas Corporation	4,231		
Yankee Gas Services Company	3,015		
To applicable customers converting from Rate Schedule FTS-8 in Docket No. CP85-803: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer	dth		
Yankee Gas Services Company	39		

Effective Date: 12/01/2000 Status: Effective

FERC Docket: RP01- 69-000

Twenty-First Revised Sheet No. 34A Twenty-First Revised Sheet No. 34A : Effective
Superseding: Twentieth Revised Sheet No. 34A

Twenty-First Revised Sheet No. 34A is
being reserved for future use.

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Twenty-First Revised Sheet No. 34B Twenty-First Revised Sheet No. 34B : Effective
 Superseding: Twentieth Revised Sheet No. 34B

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 CHARGES

CHARGES
 \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
 FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP92-165 (North Carolina Project):

Customer	dth
CNG Transmission Corporation	30,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE	6.5580	0.080
USAGE-2 CHARGE	0.2156	
RESERVATION CHARGE ADJUSTMENT	0.2156	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.2156	0.0000
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APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around: June 1 through May 31	0 %
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ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
	HIGH LOAD FACTOR: 0.0900	0.0000
	LOW LOAD FACTOR: 0.0550	0.0000
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0070	0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Twelfth Revised Sheet No. 34C Twelfth Revised Sheet No. 34C : Effective
 Superseding: Eleventh Revised Sheet No. 34C

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 CHARGES

CHARGES
 \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
 FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP94-654 (Riverside Storage Project):

Customer	dth
PECO Energy Company	29,210
UGI Utilities, Inc.	4,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE	10.4370	0.000
USAGE-2 CHARGE	0.3432	
RESERVATION CHARGE ADJUSTMENT	0.3432	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.3432	0.0000
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APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:
 June 1 through May 31 0 %

	ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0070	0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Tenth Revised Sheet No. 34D Tenth Revised Sheet No. 34D : Effective
 Superseding: Ninth Revised Sheet No. 34D

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 CHARGES

CHARGES
 \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
 FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP95-76 and CP95-2 (Philadelphia Lateral Expansion):

Customer	dth		
Grays Ferry Cogeneration Partnership	15,000		
Sun Company, Inc.	15,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:			
RESERVATION CHARGE		1.9400	0.0000
USAGE-2 CHARGE		0.0638	
RESERVATION CHARGE ADJUSTMENT		0.0638	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0638	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
Effective Year Around:			
June 1 through May 31		0 %	

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION
 15.4 OF THE GENERAL TERMS AND CONDITIONS. HIGH LOAD FACTOR:
 LOW LOAD FACTOR:

MAXIMUM MINIMUM
 0.0900 0.0000
 0.0550 0.0000

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

0.0070 0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Fourth Revised Sheet No. 34E Fourth Revised Sheet No. 34E : Effective
 Superseding: Third Revised Sheet No. 34E

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1
 CHARGES

CHARGES
 \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
 FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP97-276 (1997 Line No. 1-A Expansion):

Customer	dth
PECO Energy Company	93,000
Mobil Oil Corporation	8,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE	1.5830	0.0000
USAGE-2 CHARGE	0.0520	
RESERVATION CHARGE ADJUSTMENT	0.0520	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.0520	0.0000
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APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:
 June 1 through May 31 0 %

	ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0070	0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

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

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FT-1 CHARGES CHARGES
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
 FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP99-621 (Ironwood Lateral):

Customer	dth
Williams Energy Marketing & Trading	120,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

Effective October 1 through April 30			
RESERVATION CHARGE		0.6040	0.0000
USAGE-2 CHARGE		0.0199	
RESERVATION CHARGE ADJUSTMENT		0.0199	0.0000
Effective May 1 through September 30			
RESERVATION CHARGE		1.2690	0.0000
USAGE-2 CHARGE		0.0417	
RESERVATION CHARGE ADJUSTMENT		0.0417	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

Effective October 1 through April 30			
VOLUMETRIC RESERVATION CHARGE		0.0199	0.0000
Effective May 1 through September 30			
VOLUMETRIC RESERVATION CHARGE		0.0417	0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:			
October 1 through September 30		0 %	

		ALL ZONES \$/dth
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0900	0.0000
LOW LOAD FACTOR:	0.0550	0.0000
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0070	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 35 Thirty-First Revised Sheet No. 35 : Effective
 Superseding: Thirtieth Revised Sheet No. 35

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SCT
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:

SCT RESERVATION CHARGE*			SCT RESERVATION CHARGE ADJUSTMENT	
\$/dth			\$/dth	
ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	2.7220	0.0000	0.0895	0.0000
WLA-AAB	1.1300	0.0000	0.0372	0.0000
ELA-AAB	0.9500	0.0000	0.0312	0.0000
ETX-AAB	0.8760	0.0000	0.0288	0.0000
STX-STX	2.2920	0.0000	0.0754	0.0000
STX-WLA	2.3560	0.0000	0.0775	0.0000
STX-ELA	2.7220	0.0000	0.0895	0.0000
STX-ETX	2.7220	0.0000	0.0895	0.0000
WLA-WLA	0.8220	0.0000	0.0270	0.0000
WLA-ELA	1.1300	0.0000	0.0372	0.0000
WLA-ETX	1.1300	0.0000	0.0372	0.0000
ELA-ELA	0.9500	0.0000	0.0312	0.0000
ETX-ETX	0.8760	0.0000	0.0288	0.0000
ETX-ELA	0.9500	0.0000	0.0312	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	1.7820	0.0000	0.0586	0.0000
M1-M2	3.2670	0.0000	0.1074	0.0000
M1-M3	4.2810	0.0000	0.1407	0.0000
M2-M2	2.5460	0.0000	0.0837	0.0000
M2-M3	3.6150	0.0000	0.1188	0.0000
M3-M3	2.0740	0.0000	0.0682	0.0000
SCT DEMAND CHARGE**				
\$/dth				
ACCESS AREA	MAXIMUM	MINIMUM		
	-0.0040	0.0000		
MARKET AREA	MAXIMUM	MINIMUM		
M1-M1	-0.0060	0.0000		
M1-M2	-0.0090	0.0000		
M1-M3	-0.0100	0.0000		

* Reservation Charge reflects a storage surcharge of: 0.128

**Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Fourth Revised Sheet No. 36 Forty-Fourth Revised Sheet No. 36 : Effective
 Superseding: Forty-Third Revised Sheet No. 36

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SCT
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.1899	0.1959	0.2304	0.2304	0.3836	0.5260	0.6232
from WLA		0.0661	0.0959	0.0959	0.2491	0.3915	0.4887
from ELA			0.0795	0.0795	0.2327	0.3751	0.4723
from ETX				0.0733	0.2265	0.3689	0.4662
from M1					0.1532	0.2956	0.3928
from M2						0.2264	0.3283
from M3							0.1814
USAGE-1 - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.1899						
from WLA	0.1959	0.0661					
from ELA	0.2304	0.0959	0.0795				
from ETX	0.2304	0.0959	0.0795	0.0733			
from M1	0.3836	0.2491	0.2327	0.2265	0.1532		
from M2	0.5260	0.3915	0.3751	0.3689	0.2956	0.2264	
from M3	0.6232	0.4887	0.4723	0.4662	0.3928	0.3283	0.1814
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.1127	0.1127	0.1127	0.1127	0.2659	0.4083	0.5055
USAGE-3	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0110 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-Sixth Revised Sheet No. 37 Thirty-Sixth Revised Sheet No. 37 : Effective
 Superseding: Thirty-Fifth Revised Sheet No. 37

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SCT ALTERNATE CHARGES	ZONE RATE \$/dth						
Pursuant to Section 3.2 of Rate Schedule SCT:							
	STX	WLA	ELA	ETX	M1	M2	M3
ALTERNATE USAGE - MAXIMUM							
from STX	0.5667	0.5832	0.6779	0.6779	1.1240	1.5105	1.7744
from WLA		0.2012	0.2817	0.2817	0.7278	1.1143	1.3782
from ELA			0.2357	0.2357	0.6818	1.0683	1.3322
from ETX				0.2173	0.6634	1.0499	1.3139
from M1					0.4461	0.8326	1.0965
from M2						0.6449	0.9225
from M3							0.5223
ALTERNATE USAGE - MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
ALTERNATE USAGE - BACKHAUL MAXIMUM							
from STX	0.5667						
from WLA	0.5832	0.2012					
from ELA	0.6779	0.2817	0.2357				
from ETX	0.6779	0.2817	0.2357	0.2173			
from M1	1.1240	0.7278	0.6818	0.6634	0.4461		
from M2	1.5105	1.1143	1.0683	1.0499	0.8326	0.6449	
from M3	1.7744	1.3782	1.3322	1.3139	1.0965	0.9225	0.5223
ALTERNATE USAGE - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140

	ALL ZONES \$/dth
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM MINIMUM 0.0110 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 38 Thirty-First Revised Sheet No. 38 : Effective
 Superseding: Thirtieth Revised Sheet No. 38

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

SCT CAPACITY RELEASE CHARGES	RESERVATION CHARGE*			RESERVATION CHARGE ADJUSTMENT/ VOLUMETRIC RESERVATION CHARGE*		
	\$/dth			\$/dth		
	NON-			NON-		
ACCESS AREA	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	1.6610	1.0610	2.7220	0.0546	0.0349	0.0895
WLA-AAB	0.5230	0.6070	1.1300	0.0172	0.0200	0.0372
ELA-AAB	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
ETX-AAB	0.3320	0.5440	0.8760	0.0109	0.0179	0.0288
STX-STX	1.2320	1.0600	2.2920	0.0405	0.0349	0.0754
STX-WLA	1.2950	1.0610	2.3560	0.0426	0.0349	0.0775
STX-ELA	1.6610	1.0610	2.7220	0.0546	0.0349	0.0895
STX-ETX	1.6610	1.0610	2.7220	0.0546	0.0349	0.0895
WLA-WLA	0.1600	0.6620	0.8220	0.0053	0.0217	0.0270
WLA-ELA	0.5230	0.6070	1.1300	0.0172	0.0200	0.0372
WLA-ETX	0.5230	0.6070	1.1300	0.0172	0.0200	0.0372
ELA-ELA	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
ETX-ETX	0.3320	0.5440	0.8760	0.0109	0.0179	0.0288
ETX-ELA	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
MARKET AREA						
M1-M1	0.7200	1.0620	1.7820	0.0237	0.0349	0.0586
M1-M2	2.2060	1.0610	3.2670	0.0725	0.0349	0.1074
M1-M3	3.2200	1.0610	4.2810	0.1059	0.0348	0.1407
M2-M2	1.4850	1.0610	2.5460	0.0488	0.0349	0.0837
M2-M3	2.5540	1.0610	3.6150	0.0840	0.0348	0.1188
M3-M3	1.0140	1.0600	2.0740	0.0333	0.0349	0.0682
	DEMAND CHARGE**					
	\$/dth					
	NON-					
ACCESS AREA	MILEAGE	MILEAGE	TOTAL			
	0.0000	-0.0040	-0.0040			
MARKET AREA	NON-					
	MILEAGE	MILEAGE	TOTAL			
M1-M1	0.0000	-0.0060	-0.0060			
M1-M2	0.0000	-0.0090	-0.0090			
M1-M3	0.0000	-0.0100	-0.0100			

*Rates are exclusive of surcharges which can also be recovered.

**Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 39 Twenty-Eighth Revised Sheet No. 39 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 39

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

SCT CAPACITY RELEASE CHARGES		\$/DTH						
USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3	
MILEAGE								
from STX	0.1059	0.1119	0.1462	0.1462	0.2154	0.3578	0.4550	
from WLA		0.0148	0.0491	0.0491	0.1182	0.2607	0.3579	
from ELA			0.0344	0.0344	0.1036	0.2460	0.3432	
from ETX				0.0317	0.1009	0.2433	0.3406	
from M1					0.0691	0.2116	0.3087	
from M2						0.1423	0.2443	
from M3							0.0974	
NON-MILEAGE								
from STX	0.0840	0.0840	0.0842	0.0842	0.1682	0.1682	0.1682	
from WLA		0.0513	0.0468	0.0468	0.1309	0.1308	0.1308	
from ELA			0.0451	0.0451	0.1291	0.1291	0.1291	
from ETX				0.0416	0.1256	0.1256	0.1256	
from M1					0.0841	0.0840	0.0841	
from M2						0.0841	0.0840	
from M3							0.0840	
TOTAL								
from STX	0.1899	0.1959	0.2304	0.2304	0.3836	0.5260	0.6232	
from WLA		0.0661	0.0959	0.0959	0.2491	0.3915	0.4887	
from ELA			0.0795	0.0795	0.2327	0.3751	0.4723	
from ETX				0.0733	0.2265	0.3689	0.4662	
from M1					0.1532	0.2956	0.3928	
from M2						0.2264	0.3283	
from M3							0.1814	
USAGE-1 BACKHAUL RATE*	STX	WLA	ELA	ETX	M1	M2	M3	
MILEAGE								
from STX	0.1059							
from WLA	0.1119	0.0148						
from ELA	0.1462	0.0491	0.0344					
from ETX	0.1462	0.0491	0.0344	0.0317				
from M1	0.2154	0.1182	0.1036	0.1009	0.0691			
from M2	0.3578	0.2607	0.2460	0.2433	0.2116	0.1423		
from M3	0.4550	0.3579	0.3432	0.3406	0.3087	0.2443	0.0974	
NON-MILEAGE								
from STX	0.0840							
from WLA	0.0840	0.0513						
from ELA	0.0842	0.0468	0.0451					
from ETX	0.0842	0.0468	0.0451	0.0416				
from M1	0.1682	0.1309	0.1291	0.1256	0.0841			
from M2	0.1682	0.1308	0.1291	0.1256	0.0840	0.0841		
from M3	0.1682	0.1308	0.1291	0.1256	0.0841	0.0840	0.0840	
TOTAL								
from STX	0.1899							
from WLA	0.1959	0.0661						
from ELA	0.2304	0.0959	0.0795					
from ETX	0.2304	0.0959	0.0795	0.0733				
from M1	0.3836	0.2491	0.2327	0.2265	0.1532			
from M2	0.5260	0.3915	0.3751	0.3689	0.2956	0.2264		
from M3	0.6232	0.4887	0.4723	0.4662	0.3928	0.3283	0.1814	

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP01- 69-000

Eighth Revised Sheet No. 40 Eighth Revised Sheet No. 40 : Effective
Superseding: Seventh Revised Sheet No. 40

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SCT
INCREMENTAL
FACILITY CHARGE

INCREMENTAL
FACILITY CHARGE
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fiftieth Revised Sheet No. 41 Fiftieth Revised Sheet No. 41 : Effective
 Superseding: Forty-Ninth Revised Sheet No. 41

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

PTI
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 MAXIMUM							
from STX	0.1895	0.1953	0.2297	0.2297	0.3821	0.5242	0.6213
from WLA		0.0658	0.0953	0.0953	0.2477	0.3898	0.4869
from ELA			0.0791	0.0791	0.2315	0.3736	0.4707
from ETX				0.0729	0.2253	0.3674	0.4645
from M1					0.1524	0.2945	0.3916
from M2						0.2256	0.3273
from M3							0.1806
USAGE-1 MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140

Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI: 1/

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 MAXIMUM							
from STX	0.1899	0.1959	0.2304	0.2304	0.3836	0.5260	0.6232
from WLA		0.0661	0.0959	0.0959	0.2491	0.3915	0.4887
from ELA			0.0795	0.0795	0.2327	0.3751	0.4723
from ETX				0.0733	0.2265	0.3689	0.4661
from M1					0.1532	0.2956	0.3928
from M2						0.2264	0.3283
from M3							0.1814
USAGE-1 MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140

1/ For former Customers as of May 31, 1993 under Rate Schedule SCQ up to the level
 of their Rate Schedule SCQ annual contractual entitlements as of November 1, 1991.

	ALL ZONES \$/dth	MAXIMUM	MINIMUM
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022		
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		0.0070	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Ninth Revised Sheet No. 41A Twenty-Ninth Revised Sheet No. 41A : Effective
 Superseding: Twenty-Eighth Revised Sheet No. 41A

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

PTI
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 BACKHAUL MAXIMUM							
from STX	0.1895						
from WLA	0.1953	0.0658					
from ELA	0.2297	0.0953	0.0791				
from ETX	0.2297	0.0953	0.0791	0.0729			
from M1	0.3821	0.2477	0.2315	0.2253	0.1524		
from M2	0.5242	0.3898	0.3736	0.3674	0.2945	0.2256	
from M3	0.6213	0.4869	0.4707	0.4645	0.3916	0.3273	0.1806
USAGE-1 BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140

Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI: 1/

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 BACKHAUL MAXIMUM							
from STX	0.1899						
from WLA	0.1959	0.0661					
from ELA	0.2304	0.0959	0.0795				
from ETX	0.2304	0.0959	0.0795	0.0733			
from M1	0.3836	0.2491	0.2327	0.2265	0.1532		
from M2	0.5260	0.3915	0.3751	0.3689	0.2956	0.2264	
from M3	0.6232	0.4887	0.4723	0.4661	0.3928	0.3283	0.1814
USAGE-1 BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140

1/ For former Customers as of May 31, 1993 under Rate Schedule SCQ up to the level of their Rate Schedule SCQ annual contractual entitlements as of November 1, 1991.

	ALL ZONES \$/dth	MAXIMUM	MINIMUM
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022		
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		0.0070	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fiftieth Revised Sheet No. 42 Fiftieth Revised Sheet No. 42 : Effective
 Superseding: Forty-Ninth Revised Sheet No. 42

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

IT-1
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 MAXIMUM							
from STX	0.1895	0.1953	0.2297	0.2297	0.3821	0.5242	0.6213
from WLA		0.0658	0.0953	0.0953	0.2477	0.3898	0.4869
from ELA			0.0791	0.0791	0.2315	0.3736	0.4707
from ETX				0.0729	0.2253	0.3674	0.4645
from M1					0.1524	0.2945	0.3916
from M2						0.2256	0.3273
from M3							0.1806
USAGE-1 MINIMUM							
from STX	0.0046	0.0054	0.0097	0.0097	0.0196	0.0399	0.0538
from WLA		0.0017	0.0060	0.0060	0.0159	0.0362	0.0501
from ELA			0.0044	0.0044	0.0143	0.0346	0.0485
from ETX				0.0044	0.0143	0.0346	0.0485
from M1					0.0099	0.0302	0.0441
from M2						0.0203	0.0343
from M3							0.0140
USAGE-1 BACKHAUL MAXIMUM							
from STX	0.1895						
from WLA	0.1953	0.0658					
from ELA	0.2297	0.0953	0.0791				
from ETX	0.2297	0.0953	0.0791	0.0729			
from M1	0.3821	0.2477	0.2315	0.2253	0.1524		
from M2	0.5242	0.3898	0.3736	0.3674	0.2945	0.2256	
from M3	0.6213	0.4869	0.4707	0.4645	0.3916	0.3273	0.1806
USAGE-1 BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0196	0.0159	0.0143	0.0143	0.0099		
from M2	0.0399	0.0362	0.0346	0.0346	0.0302	0.0203	
from M3	0.0538	0.0501	0.0485	0.0485	0.0441	0.0343	0.0140
USAGE-2	0.1127	0.1127	0.1127	0.1127	0.2651	0.4072	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Twenty-Third Revised Sheet No. 42A Twenty-Third Revised Sheet No. 42A : Effective
 Superseding: Twenty-Second Revised Sheet No. 42A

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

		RATE \$/dth	
		Maximum	Minimum
LLFT	Pursuant to Sections 3.2 and 3.3 of Rate Schedule LLFT:		
	RESERVATION CHARGE	3.3400	0.0000
	RESERVATION CHARGE 1/	3.3390	0.0000
	USAGE-1 CHARGE	0.0023	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-2 CHARGE 1/	0.1121	
	RESERVATION CHARGE ADJUSTMENT (RCA)	0.1098	0.0000
	RESERVATION CHARGE ADJUSTMENT (RCA) 1/	0.1098	0.0000
LLFT	Pursuant to Section 3.14 of the General Terms and Conditions:		
	VOLUMETRIC RESERVATION CHARGE 2/	0.1098	0.0000
	VOLUMETRIC RESERVATION CHARGE 1/ 2/	0.1098	0.0000
LLIT	Pursuant to Section 3.2 of Rate Schedule LLIT:		
	USAGE-1 CHARGE	0.1121	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-1 CHARGE 1/	0.1121	0.0023
	USAGE-2 CHARGE 1/	0.1121	

1/ Pursuant to Section 26 of the General Terms and Conditions.

2/ Rates are exclusive of surcharges which can also be recovered.

		ALL ZONES \$/dth	
ACA	COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI	DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	MAXIMUM	MINIMUM
	HIGH LOAD FACTOR:	0.0900	0.0000
	LOW LOAD FACTOR:	0.0550	0.0000
GRI	COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0070	0.0000

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP01-157-000

Fourteenth Revised Sheet No. 42B Fourteenth Revised Sheet No. 42B : Effective
 Superseding: Thirteenth Revised Sheet No. 42B

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

		RATE \$/dth	
		Maximum	Minimum
VKFT	Pursuant to Sections 3.2 and 3.3 of Rate Schedule VKFT:		
	RESERVATION CHARGE	0.0945	0.0000
	USAGE-2 CHARGE	0.0945	0.0000
	RESERVATION CHARGE ADJUSTMENT (RCA)	0.0945	0.0000
VKFT	Pursuant to Section 3.14 of the General Terms and Conditions:		
	VOLUMETRIC RESERVATION CHARGE*	0.0945	0.0000
VKIT	Pursuant to Section 3.2 of Rate Schedule VKIT:		
	USAGE-1 CHARGE	0.0945	0.0000
	USAGE-2 CHARGE	0.0945	0.0000

* Rates are exclusive of surcharges which can also be recovered.

		ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	HIGH LOAD FACTOR:	0.0900	0.0000
	LOW LOAD FACTOR:	0.0550	0.0000
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		0.0070	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Fifth Revised Sheet No. 43 Forty-Fifth Revised Sheet No. 43 : Effective
 Superseding: Forty-Fourth Revised Sheet No. 43

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS-1
 CHARGES

Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:

	RATE
	\$/dth
MAXIMUM RESERVATION CHARGE*	5.4460
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0338
WITHDRAWAL CHARGE	0.0497
EXCESS INJECTION CHARGE	0.1576
EXCESS WITHDRAWAL CHARGE	0.9968
RESERVATION CHARGE ADJUSTMENT	0.1790
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.5560
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0159
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0338
WITHDRAWAL CHARGE	0.0497
EXCESS INJECTION CHARGE	0.0338
EXCESS WITHDRAWAL CHARGE	0.0497
RESERVATION CHARGE ADJUSTMENT	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970

	ALL ZONES	
	\$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	HIGH LOAD FACTOR:	0.0900 0.0000
	LOW LOAD FACTOR:	0.0550 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Sixth Revised Sheet No. 44 Twenty-Sixth Revised Sheet No. 44 : Effective
 Superseding: Twenty-Fifth Revised Sheet No. 44

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS-1
 CAPACITY RELEASE
 CHARGES*

Pursuant to Section 3.14 of the General Terms and Conditions:

		RATE \$/dth		
		NON-		
		MILEAGE	MILEAGE	TOTAL
MAXIMUM	RESERVATION CHARGE	2.0970	3.3490	5.4460
	SPACE CHARGE	0.0000	0.1293	0.1293
	VOLUMETRIC RESERVATION CHARGE	0.0689	0.1101	0.1790
	DAILY SPACE CHARGE	0.0000	0.0004	0.0004
MINIMUM	RESERVATION CHARGE	0.0000	0.0000	0.0000
	SPACE CHARGE	0.0000	0.0000	0.0000
	VOLUMETRIC RESERVATION CHARGE	0.0000	0.0000	0.0000
	DAILY SPACE CHARGE	0.0000	0.0000	0.0000

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 45 Original Sheet No. 45 : Effective

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS-1
INCREMENTAL
SURCHARGES

INCREMENTAL
SURCHARGES
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 12/01/2000 Status: Effective

FERC Docket: RP88- 67-074

Twenty-First Revised Sheet No. 46 Twenty-First Revised Sheet No. 46 : Effective
Superseding: Twentieth Revised Sheet No. 46

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FSS-1
CHARGES

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FSS-1:

		RATE \$/dth
MAXIMUM	RESERVATION CHARGE	0.9200
	SPACE CHARGE	0.1343
	INJECTION CHARGE	0.0345
	WITHDRAWAL CHARGE	0.0345
	EXCESS INJECTION CHARGE	0.1945
	EXCESS WITHDRAWAL CHARGE	0.1945
	RESERVATION CHARGE ADJUSTMENT	0.0303
MINIMUM	RESERVATION CHARGE	0.0000
	SPACE CHARGE	0.0000
	INJECTION CHARGE	0.0345
	WITHDRAWAL CHARGE	0.0345
	EXCESS INJECTION CHARGE	0.0345
	EXCESS WITHDRAWAL CHARGE	0.0345
	RESERVATION CHARGE ADJUSTMENT	0.0000

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES
\$/dth
0.0022

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP88- 67-074

Ninth Revised Sheet No. 47 Ninth Revised Sheet No. 47 : Effective
Superseding: Eighth Revised Sheet No. 47

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FSS-1
CAPACITY RELEASE
CHARGES*

Pursuant to Section 3.14 of the General Terms and Conditions:

		RATE \$/dth
MAXIMUM	RESERVATION CHARGE	0.9200
	SPACE CHARGE	0.1343
	VOLUMETRIC RESERVATION CHARGE	0.0302
	DAILY SPACE CHARGE	0.0004
MINIMUM	RESERVATION CHARGE	0.0000
	SPACE CHARGE	0.0000
	VOLUMETRIC RESERVATION CHARGE	0.0000
	DAILY SPACE CHARGE	0.0000

*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 48 Original Sheet No. 48 : Effective

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

FSS-1
INCREMENTAL
SURCHARGES

INCREMENTAL
SURCHARGES
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP88- 67-074

Twenty-First Revised Sheet No. 49 Twenty-First Revised Sheet No. 49 : Effective
Superseding: Twentieth Revised Sheet No. 49

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

ISS-1
CHARGES

Pursuant to Section 3.2 of Rate Schedule ISS-1:

		RATE \$/dth
MAXIMUM	SPACE CHARGE	0.0336
	INJECTION CHARGE	0.1945
	WITHDRAWAL CHARGE	0.0345
MINIMUM	SPACE CHARGE	0.0100
	INJECTION CHARGE	0.0507
	WITHDRAWAL CHARGE	0.0345

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES
\$/dth
0.0022

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Sixth Revised Sheet No. 50 Forty-Sixth Revised Sheet No. 50 : Effective
 Superseding: Forty-Fifth Revised Sheet No. 50

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

		ZONE RATE		
		\$/dth		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.3490
	USAGE-2			0.1759
	RESERVATION CHARGE ADJUSTMENT			0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5 of Rate Schedule FTS-2:			
	RESERVATION CHARGE			7.9590
	USAGE-2			0.2617
	RESERVATION CHARGE ADJUSTMENT			0.2617
FTS-4	RESERVATION CHARGE			7.6960
	USAGE-2			0.2530
	RESERVATION CHARGE ADJUSTMENT			0.2530
FTS-5	RESERVATION CHARGE			5.1790
	USAGE-2			0.1703
	RESERVATION CHARGE ADJUSTMENT			0.1703
FTS-7	RESERVATION CHARGE	6.5760	6.5760	6.5760
	USAGE-2	0.2162	0.2162	0.2162
	RESERVATION CHARGE ADJUSTMENT	0.2162	0.2162	0.2162
FTS-8	RESERVATION CHARGE	6.8640	6.8640	6.8640
	USAGE-2	0.2257	0.2257	0.2257
	RESERVATION CHARGE ADJUSTMENT	0.2257	0.2257	0.2257
CTS	RESERVATION CHARGE*			8.7830
	USAGE-1			0.0385
	USAGE-2			0.3273
	RESERVATION CHARGE ADJUSTMENT			0.2888

* Reservation Charge reflects a storage surcharge of: 0.0970

		ALL ZONES	
		\$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0022	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		MAXIMUM	MINIMUM
	HIGH LOAD FACTOR:	0.0900	0.0000
	LOW LOAD FACTOR:	0.0550	0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-Fifth Revised Sheet No. 51 Forty-Fifth Revised Sheet No. 51 : Effective
 Superseding: Forty-Fourth Revised Sheet No. 51

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE
 SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

TS-2
 USAGE
 CHARGES

ZONE RATE
 \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule TS-2:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1							
from STX	0.1895	0.1953	0.2297	0.2297	0.3821	0.5242	0.6213
from WLA		0.0658	0.0953	0.0953	0.2477	0.3898	0.4869
from ELA			0.0791	0.0791	0.2315	0.3736	0.4707
from ETX				0.0729	0.2253	0.3674	0.4646
from M1					0.1524	0.2945	0.3916
from M2						0.2256	0.3273
from M3							0.1806
USAGE-1 BACKHAUL							
from STX	0.1895						
from WLA	0.1953	0.0658					
from ELA	0.2297	0.0953	0.0791				
from ETX	0.2297	0.0953	0.0791	0.0729			
from M1	0.3821	0.2477	0.2315	0.2253	0.1524		
from M2	0.5242	0.3898	0.3736	0.3674	0.2945	0.2256	
from M3	0.6213	0.4869	0.4707	0.4646	0.3916	0.3273	0.1806
USAGE-2	0.1127	0.1127	0.1127	0.1127	0.2651	0.4073	0.5043

ALL ZONES
 \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0022

GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.

MAXIMUM MINIMUM
 0.0070 0.0000

Effective Date: 02/01/2001 Status: Effective
FERC Docket: RP01-206-000

Thirty-Seventh Revised Sheet No. 52 Thirty-Seventh Revised Sheet No. 52 : Effective
Superseding: Thirty-Sixth Revised Sheet No. 52

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE
SCHEDULES IN FERC GAS TARIFF, SIXTH REVISED VOLUME NO. 1

SS
CHARGES

Pursuant to Sections 3.2 and 3.3 of Rate Schedule SS:

	RATE \$/dth
RESERVATION CHARGE	5.3540
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0338
WITHDRAWAL CHARGE	0.0498
EXCESS WITHDRAWAL CHARGE	0.9676
RESERVATION CHARGE ADJUSTMENT	0.1761

	ALL ZONES \$/dth		
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0022		
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		MAXIMUM	MINIMUM
		HIGH LOAD FACTOR:	0.0900 0.0000
		LOW LOAD FACTOR:	0.0550 0.0000

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 53 Thirty-First Revised Sheet No. 53 : Effective
 Superseding: Thirtieth Revised Sheet No. 53

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:				
CDS RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	6.8050	0.0000		6.8050
WLA-AAB	2.8260	0.0000		2.8260
ELA-AAB	2.3750	0.0000		2.3750
ETX-AAB	2.1890	0.0000		2.1890
STX-STX	5.7200	-0.0010		5.7190
STX-WLA	5.8900	-0.0010		5.8890
STX-ELA	6.8050	0.0000		6.8050
STX-ETX	6.8050	0.0000		6.8050
WLA-WLA	2.0550	0.0000		2.0550
WLA-ELA	2.8260	0.0000		2.8260
WLA-ETX	2.8260	0.0000		2.8260
ELA-ELA	2.3750	0.0000		2.3750
ETX-ETX	2.1770	0.0000		2.1770
ETX-ELA	2.3750	0.0000		2.3750
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	4.3990	0.0310		4.4300
M1-M2	8.0430	0.0930		8.1360
M1-M3	10.5290	0.1350		10.6640
M2-M2	6.2780	0.0620		6.3400
M2-M3	8.9010	0.1050		9.0060
M3-M3	5.1210	0.0420		5.1630
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 54 Thirty-First Revised Sheet No. 54 : Effective
 Superseding: Thirtieth Revised Sheet No. 54

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:				
CDS RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.2237	0.0000		0.2237
WLA-AAB	0.0929	0.0000		0.0929
ELA-AAB	0.0781	0.0000		0.0781
ETX-AAB	0.0720	0.0000		0.0720
STX-STX	0.1880	0.0000		0.1880
STX-WLA	0.1936	0.0000		0.1936
STX-ELA	0.2237	0.0000		0.2237
STX-ETX	0.2237	0.0000		0.2237
WLA-WLA	0.0676	0.0000		0.0676
WLA-ELA	0.0929	0.0000		0.0929
WLA-ETX	0.0929	0.0000		0.0929
ELA-ELA	0.0781	0.0000		0.0781
ETX-ETX	0.0716	0.0000		0.0716
ETX-ELA	0.0781	0.0000		0.0781
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.1446	0.0010		0.1456
M1-M2	0.2644	0.0031		0.2675
M1-M3	0.3462	0.0044		0.3506
M2-M2	0.2064	0.0020		0.2084
M2-M3	0.2927	0.0034		0.2961
M3-M3	0.1683	0.0014		0.1697
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 55 Twenty-Seventh Revised Sheet No. 55 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 55

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0000	0.0088
STX-WLA	0.0096	0.0000	0.0000	0.0096
STX-ELA	0.0140	0.0000	0.0000	0.0140
STX-ETX	0.0140	0.0000	0.0000	0.0140
STX-M1	0.0275	0.0006	0.0000	0.0281
STX-M2	0.0467	0.0017	0.0000	0.0484
STX-M3	0.0598	0.0025	0.0000	0.0623
WLA-WLA	0.0059	0.0000	0.0000	0.0059
WLA-ELA	0.0103	0.0000	0.0000	0.0103
WLA-ETX	0.0103	0.0000	0.0000	0.0103
WLA-M1	0.0238	0.0006	0.0000	0.0244
WLA-M2	0.0430	0.0017	0.0000	0.0447
WLA-M3	0.0561	0.0025	0.0000	0.0586
ELA-ELA	0.0087	0.0000	0.0000	0.0087
ETX-ELA	0.0087	0.0000	0.0000	0.0087
ELA-M1	0.0222	0.0006	0.0000	0.0228
ELA-M2	0.0414	0.0017	0.0000	0.0431
ELA-M3	0.0545	0.0025	0.0000	0.0570
ETX-ETX	0.0087	0.0000	0.0000	0.0087
ETX-M1	0.0222	0.0006	0.0000	0.0228
ETX-M2	0.0414	0.0017	0.0000	0.0431
ETX-M3	0.0545	0.0025	0.0000	0.0570
M1-M1	0.0135	0.0006	0.0000	0.0141
M1-M2	0.0327	0.0017	0.0000	0.0344
M1-M3	0.0458	0.0025	0.0000	0.0483
M2-M2	0.0234	0.0011	0.0000	0.0245
M2-M3	0.0365	0.0020	0.0000	0.0385
M3-M3	0.0173	0.0009	0.0000	0.0182

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 56 Twenty-Eighth Revised Sheet No. 56 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 56

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fourteenth Revised Sheet No. 56A Fourteenth Revised Sheet No. 56A : Effective
 Superseding: Thirteenth Revised Sheet No. 56A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0006		0.0281
M2-STX	0.0467	0.0017		0.0484
M3-STX	0.0598	0.0025		0.0623
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0006		0.0244
M2-WLA	0.0430	0.0017		0.0447
M3-WLA	0.0561	0.0025		0.0586
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0006		0.0228
M2-ELA	0.0414	0.0017		0.0431
M3-ELA	0.0545	0.0025		0.0570
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0006		0.0228
M2-ETX	0.0414	0.0017		0.0431
M3-ETX	0.0545	0.0025		0.0570
M1-M1	0.0135	0.0006		0.0141
M2-M1	0.0327	0.0017		0.0344
M3-M1	0.0458	0.0025		0.0483
M2-M2	0.0234	0.0011		0.0245
M3-M2	0.0365	0.0020		0.0385
M3-M3	0.0173	0.0009		0.0182

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirtieth Revised Sheet No. 56B Thirtieth Revised Sheet No. 56B : Effective
 Superseding: Twenty-Ninth Revised Sheet No. 56B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.0090	0.0000	0.0000	0.0090
WLA	0.0090	0.0000	0.0000	0.0090
ELA	0.0090	0.0000	0.0000	0.0090
ETX	0.0090	0.0000	0.0000	0.0090
M1	0.0225	0.0006	0.0000	0.0231
M2	0.0417	0.0017	0.0000	0.0434
M3	0.0548	0.0025	0.0000	0.0573
USAGE-3				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 57 Thirty-First Revised Sheet No. 57 : Effective
 Superseding: Thirtieth Revised Sheet No. 57

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:				
FT-1 RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	6.5820	0.0000		6.5820
WLA-AAB	2.6030	0.0000		2.6030
ELA-AAB	2.1520	0.0000		2.1520
ETX-AAB	1.9660	0.0000		1.9660
STX-STX	5.4970	-0.0010		5.4960
STX-WLA	5.6670	-0.0010		5.6660
STX-ELA	6.5820	0.0000		6.5820
STX-ETX	6.5820	0.0000		6.5820
WLA-WLA	1.8320	0.0000		1.8320
WLA-ELA	2.6030	0.0000		2.6030
WLA-ETX	2.6030	0.0000		2.6030
ELA-ELA	2.1520	0.0000		2.1520
ETX-ETX	1.9540	0.0000		1.9540
ETX-ELA	2.1520	0.0000		2.1520
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	4.1760	0.0310		4.2070
M1-M2	7.8200	0.0930		7.9130
M1-M3	10.3060	0.1350		10.4410
M2-M2	6.0550	0.0620		6.1170
M2-M3	8.6780	0.1050		8.7830
M3-M3	4.8980	0.0420		4.9400
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-First Revised Sheet No. 58 Thirty-First Revised Sheet No. 58 : Effective
 Superseding: Thirtieth Revised Sheet No. 58

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:				
FT-1 RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.2164	0.0000		0.2164
WLA-AAB	0.0856	0.0000		0.0856
ELA-AAB	0.0708	0.0000		0.0708
ETX-AAB	0.0646	0.0000		0.0646
STX-STX	0.1807	0.0000		0.1807
STX-WLA	0.1863	0.0000		0.1863
STX-ELA	0.2164	0.0000		0.2164
STX-ETX	0.2164	0.0000		0.2164
WLA-WLA	0.0602	0.0000		0.0602
WLA-ELA	0.0856	0.0000		0.0856
WLA-ETX	0.0856	0.0000		0.0856
ELA-ELA	0.0708	0.0000		0.0708
ETX-ETX	0.0642	0.0000		0.0642
ETX-ELA	0.0708	0.0000		0.0708
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.1373	0.0010		0.1383
M1-M2	0.2570	0.0032		0.2602
M1-M3	0.3389	0.0044		0.3433
M2-M2	0.1991	0.0020		0.2011
M2-M3	0.2853	0.0035		0.2888
M3-M3	0.1610	0.0014		0.1624
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 59 Twenty-Seventh Revised Sheet No. 59 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 59

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0000	0.0088
STX-WLA	0.0096	0.0000	0.0000	0.0096
STX-ELA	0.0140	0.0000	0.0000	0.0140
STX-ETX	0.0140	0.0000	0.0000	0.0140
STX-M1	0.0275	0.0006	0.0000	0.0281
STX-M2	0.0467	0.0017	0.0000	0.0484
STX-M3	0.0598	0.0025	0.0000	0.0623
WLA-WLA	0.0059	0.0000	0.0000	0.0059
WLA-ELA	0.0103	0.0000	0.0000	0.0103
WLA-ETX	0.0103	0.0000	0.0000	0.0103
WLA-M1	0.0238	0.0006	0.0000	0.0244
WLA-M2	0.0430	0.0017	0.0000	0.0447
WLA-M3	0.0561	0.0025	0.0000	0.0586
ELA-ELA	0.0087	0.0000	0.0000	0.0087
ETX-ELA	0.0087	0.0000	0.0000	0.0087
ELA-M1	0.0222	0.0006	0.0000	0.0228
ELA-M2	0.0414	0.0017	0.0000	0.0431
ELA-M3	0.0545	0.0025	0.0000	0.0570
ETX-ETX	0.0087	0.0000	0.0000	0.0087
ETX-M1	0.0222	0.0006	0.0000	0.0228
ETX-M2	0.0414	0.0017	0.0000	0.0431
ETX-M3	0.0545	0.0025	0.0000	0.0570
M1-M1	0.0135	0.0006	0.0000	0.0141
M1-M2	0.0327	0.0017	0.0000	0.0344
M1-M3	0.0458	0.0025	0.0000	0.0483
M2-M2	0.0234	0.0011	0.0000	0.0245
M2-M3	0.0365	0.0020	0.0000	0.0385
M3-M3	0.0173	0.0009	0.0000	0.0182

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 60 Twenty-Eighth Revised Sheet No. 60 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 60

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fourteenth Revised Sheet No. 60A Fourteenth Revised Sheet No. 60A : Effective
 Superseding: Thirteenth Revised Sheet No. 60A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0006		0.0281
M2-STX	0.0467	0.0017		0.0484
M3-STX	0.0598	0.0025		0.0623
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0006		0.0244
M2-WLA	0.0430	0.0017		0.0447
M3-WLA	0.0561	0.0025		0.0586
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0006		0.0228
M2-ELA	0.0414	0.0017		0.0431
M3-ELA	0.0545	0.0025		0.0570
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0006		0.0228
M2-ETX	0.0414	0.0017		0.0431
M3-ETX	0.0545	0.0025		0.0570
M1-M1	0.0135	0.0006		0.0141
M2-M1	0.0327	0.0017		0.0344
M3-M1	0.0458	0.0025		0.0483
M2-M2	0.0234	0.0011		0.0245
M3-M2	0.0365	0.0020		0.0385
M3-M3	0.0173	0.0009		0.0182

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirtieth Revised Sheet No. 60B Thirtieth Revised Sheet No. 60B : Effective
 Superseding: Twenty-Ninth Revised Sheet No. 60B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Third Revised Sheet No. 61 Twenty-Third Revised Sheet No. 61 : Effective
 Superseding: Twenty-Second Revised Sheet No. 61

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	2.7220	0.0000		2.7220
WLA-AAB	1.1310	-0.0010		1.1300
ELA-AAB	0.9500	0.0000		0.9500
ETX-AAB	0.8760	0.0000		0.8760
STX-STX	2.2930	-0.0010		2.2920
STX-WLA	2.3560	0.0000		2.3560
STX-ELA	2.7220	0.0000		2.7220
STX-ETX	2.7220	0.0000		2.7220
WLA-WLA	0.8220	0.0000		0.8220
WLA-ELA	1.1310	-0.0010		1.1300
WLA-ETX	1.1310	-0.0010		1.1300
ELA-ELA	0.9500	0.0000		0.9500
ETX-ETX	0.8760	0.0000		0.8760
ETX-ELA	0.9500	0.0000		0.9500
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	1.7700	0.0120		1.7820
M1-M2	3.2300	0.0370		3.2670
M1-M3	4.2270	0.0540		4.2810
M2-M2	2.5220	0.0240		2.5460
M2-M3	3.5730	0.0420		3.6150
M3-M3	2.0570	0.0170		2.0740
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Third Revised Sheet No. 62 Twenty-Third Revised Sheet No. 62 : Effective
 Superseding: Twenty-Second Revised Sheet No. 62

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.0895	0.0000		0.0895
WLA-AAB	0.0372	0.0000		0.0372
ELA-AAB	0.0312	0.0000		0.0312
ETX-AAB	0.0288	0.0000		0.0288
STX-STX	0.0754	0.0000		0.0754
STX-WLA	0.0775	0.0000		0.0775
STX-ELA	0.0895	0.0000		0.0895
STX-ETX	0.0895	0.0000		0.0895
WLA-WLA	0.0270	0.0000		0.0270
WLA-ELA	0.0372	0.0000		0.0372
WLA-ETX	0.0372	0.0000		0.0372
ELA-ELA	0.0312	0.0000		0.0312
ETX-ETX	0.0288	0.0000		0.0288
ETX-ELA	0.0312	0.0000		0.0312
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.0582	0.0004		0.0586
M1-M2	0.1062	0.0012		0.1074
M1-M3	0.1390	0.0017		0.1407
M2-M2	0.0829	0.0008		0.0837
M2-M3	0.1175	0.0013		0.1188
M3-M3	0.0676	0.0006		0.0682
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 12/01/2000 Status: Effective
 FERC Docket: RP88- 67-074

Eighth Revised Sheet No. 63 Eighth Revised Sheet No. 63 : Effective
 Superseding: Seventh Revised Sheet No. 63

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT DEMAND CHARGES**				
ACCESS AREA				
MAXIMUM -	-0.0040			-0.0040
MINIMUM -	0.0000			0.0000
MARKET AREA				
MAXIMUM - M1-M1	-0.0060			-0.0060
M1-M2	-0.0090			-0.0090
M1-M3	-0.0100			-0.0100
MINIMUM - M1-M1	0.0000			0.0000
M1-M2	0.0000			0.0000
M1-M3	0.0000			0.0000

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

**Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 64 Twenty-Eighth Revised Sheet No. 64 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 64

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.1899	0.0000	0.0000	0.1899
STX-WLA	0.1959	0.0000	0.0000	0.1959
STX-ELA	0.2304	0.0000	0.0000	0.2304
STX-ETX	0.2304	0.0000	0.0000	0.2304
STX-M1	0.3820	0.0016	0.0000	0.3836
STX-M2	0.5212	0.0048	0.0000	0.5260
STX-M3	0.6163	0.0069	0.0000	0.6232
WLA-WLA	0.0661	0.0000	0.0000	0.0661
WLA-ELA	0.0959	0.0000	0.0000	0.0959
WLA-ETX	0.0959	0.0000	0.0000	0.0959
WLA-M1	0.2475	0.0016	0.0000	0.2491
WLA-M2	0.3867	0.0048	0.0000	0.3915
WLA-M3	0.4818	0.0069	0.0000	0.4887
ELA-ELA	0.0795	0.0000	0.0000	0.0795
ETX-ELA	0.0795	0.0000	0.0000	0.0795
ELA-M1	0.2311	0.0016	0.0000	0.2327
ELA-M2	0.3703	0.0048	0.0000	0.3751
ELA-M3	0.4654	0.0069	0.0000	0.4723
ETX-ETX	0.0733	0.0000	0.0000	0.0733
ETX-M1	0.2249	0.0016	0.0000	0.2265
ETX-M2	0.3641	0.0048	0.0000	0.3689
ETX-M3	0.4592	0.0070	0.0000	0.4662
M1-M1	0.1516	0.0016	0.0000	0.1532
M1-M2	0.2908	0.0048	0.0000	0.2956
M1-M3	0.3859	0.0069	0.0000	0.3928
M2-M2	0.2233	0.0031	0.0000	0.2264
M2-M3	0.3228	0.0055	0.0000	0.3283
M3-M3	0.1791	0.0023	0.0000	0.1814

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 65 Twenty-Eighth Revised Sheet No. 65 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 65

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fifteenth Revised Sheet No. 65A Fifteenth Revised Sheet No. 65A : Effective
 Superseding: Fourteenth Revised Sheet No. 65A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.1899	0.0000		0.1899
WLA-STX	0.1959	0.0000		0.1959
ELA-STX	0.2304	0.0000		0.2304
ETX-STX	0.2304	0.0000		0.2304
M1-STX	0.3820	0.0016		0.3836
M2-STX	0.5212	0.0048		0.5260
M3-STX	0.6163	0.0069		0.6232
WLA-WLA	0.0661	0.0000		0.0661
ELA-WLA	0.0959	0.0000		0.0959
ETX-WLA	0.0959	0.0000		0.0959
M1-WLA	0.2475	0.0016		0.2491
M2-WLA	0.3867	0.0048		0.3915
M3-WLA	0.4818	0.0069		0.4887
ELA-ELA	0.0795	0.0000		0.0795
ELA-ETX	0.0795	0.0000		0.0795
M1-ELA	0.2311	0.0016		0.2327
M2-ELA	0.3703	0.0048		0.3751
M3-ELA	0.4654	0.0069		0.4723
ETX-ETX	0.0733	0.0000		0.0733
M1-ETX	0.2249	0.0016		0.2265
M2-ETX	0.3641	0.0048		0.3689
M3-ETX	0.4592	0.0070		0.4662
M1-M1	0.1516	0.0016		0.1532
M2-M1	0.2908	0.0048		0.2956
M3-M1	0.3859	0.0069		0.3928
M2-M2	0.2233	0.0031		0.2264
M3-M2	0.3228	0.0055		0.3283
M3-M3	0.1791	0.0023		0.1814

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirtieth Revised Sheet No. 65B Thirtieth Revised Sheet No. 65B : Effective
 Superseding: Twenty-Ninth Revised Sheet No. 65B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2643	0.0016	0.0000	0.2659
M2	0.4035	0.0048	0.0000	0.4083
M3	0.4986	0.0069	0.0000	0.5055
USAGE-3				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 66 Twenty-Eighth Revised Sheet No. 66 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 66

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - MAXIMUM				
STX-STX	0.5669	-0.0002	0.0000	0.5667
STX-WLA	0.5832	0.0000	0.0000	0.5832
STX-ELA	0.6778	0.0001	0.0000	0.6779
STX-ETX	0.6778	0.0001	0.0000	0.6779
STX-M1	1.1202	0.0038	0.0000	1.1240
STX-M2	1.4995	0.0110	0.0000	1.5105
STX-M3	1.7585	0.0159	0.0000	1.7744
WLA-WLA	0.2011	0.0001	0.0000	0.2012
WLA-ELA	0.2818	-0.0001	0.0000	0.2817
WLA-ETX	0.2818	-0.0001	0.0000	0.2817
WLA-M1	0.7242	0.0036	0.0000	0.7278
WLA-M2	1.1035	0.0108	0.0000	1.1143
WLA-M3	1.3625	0.0157	0.0000	1.3782
ELA-ELA	0.2356	0.0001	0.0000	0.2357
ETX-ELA	0.2356	0.0001	0.0000	0.2357
ELA-M1	0.6780	0.0038	0.0000	0.6818
ELA-M2	1.0573	0.0110	0.0000	1.0683
ELA-M3	1.3163	0.0159	0.0000	1.3322
ETX-ETX	0.2173	0.0000	0.0000	0.2173
ETX-M1	0.6597	0.0037	0.0000	0.6634
ETX-M2	1.0390	0.0109	0.0000	1.0499
ETX-M3	1.2980	0.0159	0.0000	1.3139
M1-M1	0.4424	0.0037	0.0000	0.4461
M1-M2	0.8217	0.0109	0.0000	0.8326
M1-M3	1.0807	0.0158	0.0000	1.0965
M2-M2	0.6378	0.0071	0.0000	0.6449
M2-M3	0.9101	0.0124	0.0000	0.9225
M3-M3	0.5173	0.0050	0.0000	0.5223

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 67 Twenty-Seventh Revised Sheet No. 67 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 67

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Nineteenth Revised Sheet No. 67A Nineteenth Revised Sheet No. 67A : Effective
 Superseding: Eighteenth Revised Sheet No. 67A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - BACKHAUL MAXIMUM				
STX-STX	0.5669	-0.0002		0.5667
WLA-STX	0.5832	0.0000		0.5832
ELA-STX	0.6778	0.0001		0.6779
ETX-STX	0.6778	0.0001		0.6779
M1-STX	1.1202	0.0038		1.1240
M2-STX	1.4995	0.0110		1.5105
M3-STX	1.7585	0.0159		1.7744
WLA-WLA	0.2011	0.0001		0.2012
ELA-WLA	0.2818	-0.0001		0.2817
ETX-WLA	0.2818	-0.0001		0.2817
M1-WLA	0.7242	0.0036		0.7278
M2-WLA	1.1035	0.0108		1.1143
M3-WLA	1.3625	0.0157		1.3782
ELA-ELA	0.2356	0.0001		0.2357
ELA-ETX	0.2356	0.0001		0.2357
M1-ELA	0.6780	0.0038		0.6818
M2-ELA	1.0573	0.0110		1.0683
M3-ELA	1.3163	0.0159		1.3322
ETX-ETX	0.2173	0.0000		0.2173
M1-ETX	0.6597	0.0037		0.6634
M2-ETX	1.0390	0.0109		1.0499
M3-ETX	1.2980	0.0159		1.3139
M1-M1	0.4424	0.0037		0.4461
M2-M1	0.8217	0.0109		0.8326
M3-M1	1.0807	0.0158		1.0965
M2-M2	0.6378	0.0071		0.6449
M3-M2	0.9101	0.0124		0.9225
M3-M3	0.5173	0.0050		0.5223

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirteenth Revised Sheet No. 67B Thirteenth Revised Sheet No. 67B : Effective
 Superseding: Twelfth Revised Sheet No. 67B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-First Revised Sheet No. 68 Forty-First Revised Sheet No. 68 : Effective
 Superseding: Fortieth Revised Sheet No. 68

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 MAXIMUM				
STX-STX	0.1895	0.0000	0.0000	0.1895
STX-WLA	0.1953	0.0000	0.0000	0.1953
STX-ELA	0.2297	0.0000	0.0000	0.2297
STX-ETX	0.2297	0.0000	0.0000	0.2297
STX-M1	0.3805	0.0016	0.0000	0.3821
STX-M2	0.5194	0.0048	0.0000	0.5242
STX-M3	0.6144	0.0069	0.0000	0.6213
WLA-WLA	0.0658	0.0000	0.0000	0.0658
WLA-ELA	0.0953	0.0000	0.0000	0.0953
WLA-ETX	0.0953	0.0000	0.0000	0.0953
WLA-M1	0.2461	0.0016	0.0000	0.2477
WLA-M2	0.3850	0.0048	0.0000	0.3898
WLA-M3	0.4800	0.0069	0.0000	0.4869
ELA-ELA	0.0791	0.0000	0.0000	0.0791
ETX-ELA	0.0791	0.0000	0.0000	0.0791
ELA-M1	0.2299	0.0016	0.0000	0.2315
ELA-M2	0.3688	0.0048	0.0000	0.3736
ELA-M3	0.4638	0.0069	0.0000	0.4707
ETX-ETX	0.0729	0.0000	0.0000	0.0729
ETX-M1	0.2237	0.0016	0.0000	0.2253
ETX-M2	0.3626	0.0048	0.0000	0.3674
ETX-M3	0.4576	0.0069	0.0000	0.4645
M1-M1	0.1508	0.0016	0.0000	0.1524
M1-M2	0.2897	0.0048	0.0000	0.2945
M1-M3	0.3847	0.0069	0.0000	0.3916
M2-M2	0.2225	0.0031	0.0000	0.2256
M2-M3	0.3218	0.0055	0.0000	0.3273
M3-M3	0.1783	0.0023	0.0000	0.1806

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Seventh Revised Sheet No. 69 Twenty-Seventh Revised Sheet No. 69 : Effective
 Superseding: Twenty-Sixth Revised Sheet No. 69

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Third Revised Sheet No. 69A Twenty-Third Revised Sheet No. 69A : Effective
 Superseding: Twenty-Second Revised Sheet No. 69A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* Excluding Sec 26 Chgs \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate Excluding Sec 26 Chgs \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 MAXIMUM				
STX-STX	0.1899	0.0000	0.0000	0.1899
STX-WLA	0.1959	0.0000	0.0000	0.1959
STX-ELA	0.2304	0.0000	0.0000	0.2304
STX-ETX	0.2304	0.0000	0.0000	0.2304
STX-M1	0.3820	0.0016	0.0000	0.3836
STX-M2	0.5212	0.0048	0.0000	0.5260
STX-M3	0.6163	0.0069	0.0000	0.6232
WLA-WLA	0.0661	0.0000	0.0000	0.0661
WLA-ELA	0.0959	0.0000	0.0000	0.0959
WLA-ETX	0.0959	0.0000	0.0000	0.0959
WLA-M1	0.2475	0.0016	0.0000	0.2491
WLA-M2	0.3867	0.0048	0.0000	0.3915
WLA-M3	0.4818	0.0069	0.0000	0.4887
ELA-ELA	0.0795	0.0000	0.0000	0.0795
ETX-ELA	0.0795	0.0000	0.0000	0.0795
ELA-M1	0.2311	0.0016	0.0000	0.2327
ELA-M2	0.3703	0.0048	0.0000	0.3751
ELA-M3	0.4654	0.0069	0.0000	0.4723
ETX-ETX	0.0733	0.0000	0.0000	0.0733
ETX-M1	0.2249	0.0016	0.0000	0.2265
ETX-M2	0.3641	0.0048	0.0000	0.3689
ETX-M3	0.4592	0.0069	0.0000	0.4661
M1-M1	0.1516	0.0016	0.0000	0.1532
M1-M2	0.2908	0.0048	0.0000	0.2956
M1-M3	0.3859	0.0069	0.0000	0.3928
M2-M2	0.2233	0.0031	0.0000	0.2264
M2-M3	0.3228	0.0055	0.0000	0.3283
M3-M3	0.1791	0.0023	0.0000	0.1814

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Second Revised Sheet No. 69B Twenty-Second Revised Sheet No. 69B : Effective
 Superseding: Twenty-First Revised Sheet No. 69B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 BACKHAUL MAXIMUM				
STX-STX	0.1895	0.0000		0.1895
WLA-STX	0.1953	0.0000		0.1953
ELA-STX	0.2297	0.0000		0.2297
ETX-STX	0.2297	0.0000		0.2297
M1-STX	0.3805	0.0016		0.3821
M2-STX	0.5194	0.0048		0.5242
M3-STX	0.6144	0.0069		0.6213
WLA-WLA	0.0658	0.0000		0.0658
ELA-WLA	0.0953	0.0000		0.0953
ETX-WLA	0.0953	0.0000		0.0953
M1-WLA	0.2461	0.0016		0.2477
M2-WLA	0.3850	0.0048		0.3898
M3-WLA	0.4800	0.0069		0.4869
ELA-ELA	0.0791	0.0000		0.0791
ELA-ETX	0.0791	0.0000		0.0791
M1-ELA	0.2299	0.0016		0.2315
M2-ELA	0.3688	0.0048		0.3736
M3-ELA	0.4638	0.0069		0.4707
ETX-ETX	0.0729	0.0000		0.0729
M1-ETX	0.2237	0.0016		0.2253
M2-ETX	0.3626	0.0048		0.3674
M3-ETX	0.4576	0.0069		0.4645
M1-M1	0.1508	0.0016		0.1524
M2-M1	0.2897	0.0048		0.2945
M3-M1	0.3847	0.0069		0.3916
M2-M2	0.2225	0.0031		0.2256
M3-M2	0.3218	0.0055		0.3273
M3-M3	0.1783	0.0023		0.1806

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirteenth Revised Sheet No. 69C Thirteenth Revised Sheet No. 69C : Effective
 Superseding: Twelfth Revised Sheet No. 69C

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Fifteenth Revised Sheet No. 69D Fifteenth Revised Sheet No. 69D : Effective
 Superseding: Fourteenth Revised Sheet No. 69D

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* Excluding Sec 26 Chgs \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate Excluding Sec 26 Chgs \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule PTI:				
PTI USAGE CHARGES				
USAGE-1 BACKHAUL MAXIMUM				
STX-STX	0.1899	0.0000		0.1899
WLA-STX	0.1959	0.0000		0.1959
ELA-STX	0.2304	0.0000		0.2304
ETX-STX	0.2304	0.0000		0.2304
M1-STX	0.3820	0.0016		0.3836
M2-STX	0.5212	0.0048		0.5260
M3-STX	0.6163	0.0069		0.6232
WLA-WLA	0.0661	0.0000		0.0661
ELA-WLA	0.0959	0.0000		0.0959
ETX-WLA	0.0959	0.0000		0.0959
M1-WLA	0.2475	0.0016		0.2491
M2-WLA	0.3867	0.0048		0.3915
M3-WLA	0.4818	0.0069		0.4887
ELA-ELA	0.0795	0.0000		0.0795
ELA-ETX	0.0795	0.0000		0.0795
M1-ELA	0.2311	0.0016		0.2327
M2-ELA	0.3703	0.0048		0.3751
M3-ELA	0.4654	0.0069		0.4723
ETX-ETX	0.0733	0.0000		0.0733
M1-ETX	0.2249	0.0016		0.2265
M2-ETX	0.3641	0.0048		0.3689
M3-ETX	0.4592	0.0069		0.4661
M1-M1	0.1516	0.0016		0.1532
M2-M1	0.2908	0.0048		0.2956
M3-M1	0.3859	0.0069		0.3928
M2-M2	0.2233	0.0031		0.2264
M3-M2	0.3228	0.0055		0.3283
M3-M3	0.1791	0.0023		0.1814

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Forty-First Revised Sheet No. 70 Forty-First Revised Sheet No. 70 : Effective
 Superseding: Fortieth Revised Sheet No. 70

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.1895	0.0000	0.0000	0.1895
STX-WLA	0.1953	0.0000	0.0000	0.1953
STX-ELA	0.2297	0.0000	0.0000	0.2297
STX-ETX	0.2297	0.0000	0.0000	0.2297
STX-M1	0.3805	0.0016	0.0000	0.3821
STX-M2	0.5194	0.0048	0.0000	0.5242
STX-M3	0.6144	0.0069	0.0000	0.6213
WLA-WLA	0.0658	0.0000	0.0000	0.0658
WLA-ELA	0.0953	0.0000	0.0000	0.0953
WLA-ETX	0.0953	0.0000	0.0000	0.0953
WLA-M1	0.2461	0.0016	0.0000	0.2477
WLA-M2	0.3850	0.0048	0.0000	0.3898
WLA-M3	0.4800	0.0069	0.0000	0.4869
ELA-ELA	0.0791	0.0000	0.0000	0.0791
ETX-ELA	0.0791	0.0000	0.0000	0.0791
ELA-M1	0.2299	0.0016	0.0000	0.2315
ELA-M2	0.3688	0.0048	0.0000	0.3736
ELA-M3	0.4638	0.0069	0.0000	0.4707
ETX-ETX	0.0729	0.0000	0.0000	0.0729
ETX-M1	0.2237	0.0016	0.0000	0.2253
ETX-M2	0.3626	0.0048	0.0000	0.3674
ETX-M3	0.4576	0.0069	0.0000	0.4645
M1-M1	0.1508	0.0016	0.0000	0.1524
M1-M2	0.2897	0.0048	0.0000	0.2945
M1-M3	0.3847	0.0069	0.0000	0.3916
M2-M2	0.2225	0.0031	0.0000	0.2256
M2-M3	0.3218	0.0055	0.0000	0.3273
M3-M3	0.1783	0.0023	0.0000	0.1806

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-Third Revised Sheet No. 71 Thirty-Third Revised Sheet No. 71 : Effective
 Superseding: Thirty-Second Revised Sheet No. 71

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0000	0.0046
STX-WLA	0.0054	0.0000	0.0000	0.0054
STX-ELA	0.0097	0.0000	0.0000	0.0097
STX-ETX	0.0097	0.0000	0.0000	0.0097
STX-M1	0.0190	0.0006	0.0000	0.0196
STX-M2	0.0382	0.0017	0.0000	0.0399
STX-M3	0.0513	0.0025	0.0000	0.0538
WLA-WLA	0.0017	0.0000	0.0000	0.0017
WLA-ELA	0.0060	0.0000	0.0000	0.0060
WLA-ETX	0.0060	0.0000	0.0000	0.0060
WLA-M1	0.0153	0.0006	0.0000	0.0159
WLA-M2	0.0345	0.0017	0.0000	0.0362
WLA-M3	0.0476	0.0025	0.0000	0.0501
ELA-ELA	0.0044	0.0000	0.0000	0.0044
ETX-ELA	0.0044	0.0000	0.0000	0.0044
ELA-M1	0.0137	0.0006	0.0000	0.0143
ELA-M2	0.0329	0.0017	0.0000	0.0346
ELA-M3	0.0460	0.0025	0.0000	0.0485
ETX-ETX	0.0044	0.0000	0.0000	0.0044
ETX-M1	0.0137	0.0006	0.0000	0.0143
ETX-M2	0.0329	0.0017	0.0000	0.0346
ETX-M3	0.0460	0.0025	0.0000	0.0485
M1-M1	0.0093	0.0006	0.0000	0.0099
M1-M2	0.0285	0.0017	0.0000	0.0302
M1-M3	0.0416	0.0025	0.0000	0.0441
M2-M2	0.0192	0.0011	0.0000	0.0203
M2-M3	0.0323	0.0020	0.0000	0.0343
M3-M3	0.0131	0.0009	0.0000	0.0140

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Second Revised Sheet No. 71A Twenty-Second Revised Sheet No. 71A : Effective
 Superseding: Twenty-First Revised Sheet No. 71A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.1895	0.0000		0.1895
WLA-STX	0.1953	0.0000		0.1953
ELA-STX	0.2297	0.0000		0.2297
ETX-STX	0.2297	0.0000		0.2297
M1-STX	0.3805	0.0016		0.3821
M2-STX	0.5194	0.0048		0.5242
M3-STX	0.6144	0.0069		0.6213
WLA-WLA	0.0658	0.0000		0.0658
ELA-WLA	0.0953	0.0000		0.0953
ETX-WLA	0.0953	0.0000		0.0953
M1-WLA	0.2461	0.0016		0.2477
M2-WLA	0.3850	0.0048		0.3898
M3-WLA	0.4800	0.0069		0.4869
ELA-ELA	0.0791	0.0000		0.0791
ELA-ETX	0.0791	0.0000		0.0791
M1-ELA	0.2299	0.0016		0.2315
M2-ELA	0.3688	0.0048		0.3736
M3-ELA	0.4638	0.0069		0.4707
ETX-ETX	0.0729	0.0000		0.0729
M1-ETX	0.2237	0.0016		0.2253
M2-ETX	0.3626	0.0048		0.3674
M3-ETX	0.4576	0.0069		0.4645
M1-M1	0.1508	0.0016		0.1524
M2-M1	0.2897	0.0048		0.2945
M3-M1	0.3847	0.0069		0.3916
M2-M2	0.2225	0.0031		0.2256
M3-M2	0.3218	0.0055		0.3273
M3-M3	0.1783	0.0023		0.1806

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirtieth Revised Sheet No. 71B Thirtieth Revised Sheet No. 71B : Effective
 Superseding: Twenty-Ninth Revised Sheet No. 71B

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0006		0.0196
M2-STX	0.0382	0.0017		0.0399
M3-STX	0.0513	0.0025		0.0538
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0006		0.0159
M2-WLA	0.0345	0.0017		0.0362
M3-WLA	0.0476	0.0025		0.0501
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0006		0.0143
M2-ELA	0.0329	0.0017		0.0346
M3-ELA	0.0460	0.0025		0.0485
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0006		0.0143
M2-ETX	0.0329	0.0017		0.0346
M3-ETX	0.0460	0.0025		0.0485
M1-M1	0.0093	0.0006		0.0099
M2-M1	0.0285	0.0017		0.0302
M3-M1	0.0416	0.0025		0.0441
M2-M2	0.0192	0.0011		0.0203
M3-M2	0.0323	0.0020		0.0343
M3-M3	0.0131	0.0009		0.0140
USAGE-2				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0048	0.0000	0.4072
M3	0.4974	0.0069	0.0000	0.5043

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-Sixth Revised Sheet No. 72 Thirty-Sixth Revised Sheet No. 72 : Effective
 Superseding: Thirty-Fifth Revised Sheet No. 72

NOTICE OF RATE CHANGE ADJUSTMENTS

SS-1 CHARGES		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:					
MAXIMUM	RESERVATION CHARGE	5.4110	0.0350		5.4460
	SPACE CHARGE	0.1293	0.0000		0.1293
	INJECTION CHARGE	0.0338	0.0000	0.0000	0.0338
	WITHDRAWAL CHARGE	0.0490	0.0007	0.0000	0.0497
	EXCESS INJ. CHG.	0.1576	0.0000	0.0000	0.1576
	EXCESS WITH. CHG.	0.9900	0.0068	0.0000	0.9968
	RES. CHARGE ADJ.	0.1779	0.0011		0.1790
MINIMUM	RESERVATION CHARGE	0.0000	0.0000		0.0000
	SPACE CHARGE	0.0000	0.0000		0.0000
	INJECTION CHARGE	0.0338	0.0000	0.0000	0.0338
	WITHDRAWAL CHARGE	0.0490	0.0007	0.0000	0.0497
	EXCESS INJ. CHG.	0.0338	0.0000	0.0000	0.0338
	EXCESS WITH. CHG.	0.0490	0.0007	0.0000	0.0497
	RES. CHARGE ADJ.	0.0000	0.0000		0.0000

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 12/01/2000 Status: Effective
 FERC Docket: RP88- 67-074

Sixteenth Revised Sheet No. 73 Sixteenth Revised Sheet No. 73 : Effective
 Superseding: Fifteenth Revised Sheet No. 73

NOTICE OF RATE CHANGE ADJUSTMENTS

FSS-1 CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FSS:-1				
MAXIMUM				
RESERVATION CHARGE	0.9200			0.9200
SPACE CHARGE	0.1343			0.1343
INJECTION CHARGE	0.0338		0.0007	0.0345
WITHDRAWAL CHARGE	0.0338		0.0007	0.0345
EXCESS INJ. CHG.	0.1938		0.0007	0.1945
EXCESS WITH. CHG.	0.1938		0.0007	0.1945
RES. CHARGE ADJ.	0.0303			0.0303
MINIMUM				
RESERVATION CHARGE	0.0000			0.0000
SPACE CHARGE	0.0000			0.0000
INJECTION CHARGE	0.0338		0.0007	0.0345
WITHDRAWAL CHARGE	0.0338		0.0007	0.0345
EXCESS INJ. CHG.	0.0338		0.0007	0.0345
EXCESS WITH. CHG.	0.0338		0.0007	0.0345
RES. CHARGE ADJ.	0.0000			0.0000

*The base tariff rate is the effective rate on file with the
 Commission, excluding adjustments approved by the Commission.

Effective Date: 12/01/2000 Status: Effective
 FERC Docket: RP88- 67-074

Sixteenth Revised Sheet No. 74 Sixteenth Revised Sheet No. 74 : Effective
 Superseding: Fifteenth Revised Sheet No. 74

NOTICE OF RATE CHANGE ADJUSTMENTS

ISS-1 CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Section 3.2 of Rate Schedule ISS-1:				
MAXIMUM				
SPACE CHARGE	0.0336			0.0336
INJECTION CHARGE	0.1938		0.0007	0.1945
WITHDRAWAL CHARGE	0.0338		0.0007	0.0345
MINIMUM				
SPACE CHARGE	0.0100			0.0100
INJECTION CHARGE	0.0500		0.0007	0.0507
WITHDRAWAL CHARGE	0.0338		0.0007	0.0345

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-Seventh Revised Sheet No. 75 Thirty-Seventh Revised Sheet No. 75 : Effective
 Superseding: Thirty-Sixth Revised Sheet No. 75

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
FTS	RESERVATION CHARGE	5.3490	0.0000		5.3490
	USAGE-2	0.1759	0.0000		0.1759
	RESERVATION CHARGE ADJUSTMENT	0.1759	0.0000		0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5:				
	RESERVATION CHARGE	7.9590	0.0000		7.9590
	USAGE-2	0.2617	0.0000		0.2617
	RESERVATION CHARGE ADJUSTMENT	0.2617	0.0000		0.2617
FTS-4	RESERVATION CHARGE	7.6960	0.0000		7.6960
	USAGE-2	0.2530	0.0000		0.2530
	RESERVATION CHARGE ADJUSTMENT	0.2530	0.0000		0.2530
FTS-5	RESERVATION CHARGE	5.1790	0.0000		5.1790
	USAGE-2	0.1703	0.0000		0.1703
	RESERVATION CHARGE ADJUSTMENT	0.1703	0.0000		0.1703
FTS-7	RESERVATION CHARGE				
	M1	6.5760	0.0000		6.5760
	M2	6.5760	0.0000		6.5760
	M3	6.5760	0.0000		6.5760
	USAGE-2				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
FTS-8	RESERVATION CHARGE				
	M1	6.8640	0.0000		6.8640
	M2	6.8640	0.0000		6.8640
	M3	6.8640	0.0000		6.8640
	USAGE-2				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257
CTS	RESERVATION CHARGE	8.6780	0.1050		8.7830
	USAGE-1	0.0365	0.0020	0.0000	0.0385
	USAGE-2	0.3218	0.0055	0.0000	0.3273
	RESERVATION CHARGE ADJUSTMENT	0.2853	0.0035		0.2888

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirty-Sixth Revised Sheet No. 76 Thirty-Sixth Revised Sheet No. 76 : Effective
 Superseding: Thirty-Fifth Revised Sheet No. 76

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule TS-2:				
TS-2 USAGE CHARGES				
USAGE-1				
STX-STX	0.1895	0.0000	0.0000	0.1895
STX-WLA	0.1953	0.0000	0.0000	0.1953
STX-ELA	0.2297	0.0000	0.0000	0.2297
STX-ETX	0.2297	0.0000	0.0000	0.2297
STX-M1	0.3805	0.0016	0.0000	0.3821
STX-M2	0.5194	0.0048	0.0000	0.5242
STX-M3	0.6144	0.0069	0.0000	0.6213
WLA-WLA	0.0658	0.0000	0.0000	0.0658
WLA-ELA	0.0953	0.0000	0.0000	0.0953
WLA-ETX	0.0953	0.0000	0.0000	0.0953
WLA-M1	0.2461	0.0016	0.0000	0.2477
WLA-M2	0.3850	0.0048	0.0000	0.3898
WLA-M3	0.4800	0.0069	0.0000	0.4869
ELA-ELA	0.0791	0.0000	0.0000	0.0791
ETX-ELA	0.0791	0.0000	0.0000	0.0791
ELA-M1	0.2299	0.0016	0.0000	0.2315
ELA-M2	0.3688	0.0048	0.0000	0.3736
ELA-M3	0.4638	0.0069	0.0000	0.4707
ETX-ETX	0.0729	0.0000	0.0000	0.0729
ETX-M1	0.2237	0.0016	0.0000	0.2253
ETX-M2	0.3626	0.0048	0.0000	0.3674
ETX-M3	0.4576	0.0070	0.0000	0.4646
M1-M1	0.1508	0.0016	0.0000	0.1524
M1-M2	0.2897	0.0048	0.0000	0.2945
M1-M3	0.3847	0.0069	0.0000	0.3916
M2-M2	0.2225	0.0031	0.0000	0.2256
M2-M3	0.3218	0.0055	0.0000	0.3273
M3-M3	0.1783	0.0023	0.0000	0.1806

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Thirtieth Revised Sheet No. 76A Thirtieth Revised Sheet No. 76A : Effective
 Superseding: Twenty-Ninth Revised Sheet No. 76A

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule TS-2:				
TS-2 USAGE CHARGES				
USAGE-1 BACKHAUL				
STX-STX	0.1895	0.0000		0.1895
WLA-STX	0.1953	0.0000		0.1953
ELA-STX	0.2297	0.0000		0.2297
ETX-STX	0.2297	0.0000		0.2297
M1-STX	0.3805	0.0016		0.3821
M2-STX	0.5194	0.0048		0.5242
M3-STX	0.6144	0.0069		0.6213
WLA-WLA	0.0658	0.0000		0.0658
ELA-WLA	0.0953	0.0000		0.0953
ETX-WLA	0.0953	0.0000		0.0953
M1-WLA	0.2461	0.0016		0.2477
M2-WLA	0.3850	0.0048		0.3898
M3-WLA	0.4800	0.0069		0.4869
ELA-ELA	0.0791	0.0000		0.0791
ELA-ETX	0.0791	0.0000		0.0791
M1-ELA	0.2299	0.0016		0.2315
M2-ELA	0.3688	0.0048		0.3736
M3-ELA	0.4638	0.0069		0.4707
ETX-ETX	0.0729	0.0000		0.0729
M1-ETX	0.2237	0.0016		0.2253
M2-ETX	0.3626	0.0048		0.3674
M3-ETX	0.4576	0.0070		0.4646
M1-M1	0.1508	0.0016		0.1524
M2-M1	0.2897	0.0048		0.2945
M3-M1	0.3847	0.0069		0.3916
M2-M2	0.2225	0.0031		0.2256
M3-M2	0.3218	0.0055		0.3273
M3-M3	0.1783	0.0023		0.1806
USAGE-2				
STX	0.1127	0.0000	0.0000	0.1127
WLA	0.1127	0.0000	0.0000	0.1127
ELA	0.1127	0.0000	0.0000	0.1127
ETX	0.1127	0.0000	0.0000	0.1127
M1	0.2635	0.0016	0.0000	0.2651
M2	0.4024	0.0049	0.0000	0.4073
M3	0.4974	0.0069	0.0000	0.5043

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 02/01/2001 Status: Effective
 FERC Docket: RP01-206-000

Twenty-Eighth Revised Sheet No. 77 Twenty-Eighth Revised Sheet No. 77 : Effective
 Superseding: Twenty-Seventh Revised Sheet No. 77

NOTICE OF RATE CHANGE ADJUSTMENTS

SS CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SS:				
RESERVATION CHARGE	5.3190	0.0350		5.3540
SPACE CHARGE	0.1293	0.0000		0.1293
INJECTION CHARGE	0.0338	0.0000	0.0000	0.0338
WITHDRAWAL CHARGE	0.0491	0.0007	0.0000	0.0498
EXCESS WITHDRAWAL CHARGE	0.9609	0.0067	0.0000	0.9676
RESERVATION CHARGE ADJUSTMENT	0.1749	0.0012		0.1761

*The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

Effective Date: 05/29/1996 Status: Effective

FERC Docket: RP96-218-000

Sheet Nos. 78-97 Sheet Nos. 78-97 : Effective

Original Sheet Nos. 78-97 are being reserved for CRPp rates.

Effective Date: 05/29/1996 Status: Effective

FERC Docket: RP96-218-000

Sheet Nos. 98-125 Sheet Nos. 98-125 : Effective

Original Sheet Nos. 98-125 are
being reserved for future use.

Effective Date: 12/01/2000 Status: Effective
 FERC Docket: RP01- 69-000

Eleventh Revised Sheet No. 126 Eleventh Revised Sheet No. 126 : Effective
 Superseding: Tenth Revised Sheet No. 126

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

_____Effective During the Winter Period: December 1 through March 31_____

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	1.09	1.25	2.12	2.12	3.08	4.70	5.81
Base	from WLA	0.50	0.50	1.38	1.38	2.34	3.96	5.07
Applicable	from ELA	1.05	1.05	1.05	1.05	2.01	3.63	4.74
Shrinkage	from ETX	1.09	1.05	1.05	1.05	2.01	3.63	4.74
Percentage	from M1					0.96	2.58	3.69
	from M2						1.80	2.90
	from M3							1.28
	from STX	1.94	2.03	2.48	2.48	4.36	5.18	5.67
Applicable	from WLA	1.62	1.62	2.09	2.09	3.97	4.79	5.28
Shrinkage	from ELA	1.93	1.93	1.93	1.93	3.81	4.63	5.12
Adjustment	from ETX	1.94	1.93	1.93	1.93	3.81	4.63	5.12
Percentage	from M1					1.88	2.70	3.19
	from M2						2.31	2.85
	from M3							2.05
	from STX	3.03	3.28	4.60	4.60	7.44	9.88	11.48
Applicable	from WLA	2.12	2.12	3.47	3.47	6.31	8.75	10.35
Shrinkage	from ELA	2.98	2.98	2.98	2.98	5.82	8.26	9.86
Percentage	from ETX	3.03	2.98	2.98	2.98	5.82	8.26	9.86
	from M1					2.84	5.28	6.88
	from M2						4.11	5.75
	from M3							3.33

FOR STORAGE SERVICE	Base Applicable Shrinkage Percentage	Applicable Shrinkage Adjustment Percentage	Applicable Shrinkage Percentage
Monthly W/d (SS,SS-1,X-28)	2.86 %	1.90 %	3.91 %
Monthly W/d (FSS,ISS-1)	1.76 %	-0.91 %	0.85 %
Monthly Injections	1.76 %	-0.91 %	0.85 %
Monthly Inventory Level	0.08 %	0.05 %	0.13 %

Effective Date: 12/01/2000 Status: Effective
 FERC Docket: RP01- 69-000

Tenth Revised Sheet No. 127 Tenth Revised Sheet No. 127 : Effective
 Superseding: Ninth Revised Sheet No. 127

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

_____Effective During the Spring, Summer and Fall Periods: April 1 through November 30_____

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	0.93	1.04	1.64	1.64	2.49	3.59	4.34
Base	from WLA	0.53	0.53	1.13	1.13	1.98	3.08	3.83
Applicable	from ELA	0.91	0.91	0.91	0.91	1.76	2.86	3.61
Shrinkage	from ETX	0.93	0.91	0.91	0.91	1.76	2.86	3.61
Percentage	from M1					0.85	1.95	2.70
	from M2						1.42	2.17
	from M3							1.07
	from STX	2.01	2.03	2.15	2.15	4.14	4.36	4.50
Applicable	from WLA	1.93	1.93	2.05	2.05	4.04	4.26	4.40
Shrinkage	from ELA	2.00	2.00	2.00	2.00	3.99	4.21	4.35
Adjustment	from ETX	2.01	2.00	2.00	2.00	3.99	4.21	4.35
Percentage	from M1					1.99	2.21	2.35
	from M2						2.11	2.25
	from M3							2.03
	from STX	2.94	3.07	3.79	3.79	6.63	7.95	8.84
Applicable	from WLA	2.46	2.46	3.18	3.18	6.02	7.34	8.23
Shrinkage	from ELA	2.91	2.91	2.91	2.91	5.75	7.07	7.96
Percentage	from ETX	2.94	2.91	2.91	2.91	5.75	7.07	7.96
	from M1					2.84	4.16	5.05
	from M2						3.53	4.42
	from M3							3.10

FOR STORAGE SERVICE	Base Applicable Shrinkage Percentage	Applicable Shrinkage Adjustment Percentage	Applicable Shrinkage Percentage
Monthly W/d (SS,SS-1,X-28)	2.70 %	1.11 %	3.81 %
Monthly W/d (FSS,ISS-1)	1.76 %	-0.91 %	0.85 %
Monthly Injections	1.76 %	-0.91 %	0.85 %
Monthly Inventory Level	0.08 %	0.05 %	0.13 %

Effective Date: 12/01/2000 Status: Effective

FERC Docket: RP01-69-000

Sheet Nos. 128 - 129 Sheet Nos. 128 - 129 : Effective

Sheet Nos. 128 - 129 were previously issued,
but are now reserved for future use.

Effective Date: 12/01/1999 Status: Effective
 FERC Docket: RP00- 50-000

Tenth Revised Sheet No. 129 Tenth Revised Sheet No. 129 : Superseded
 Superseding: Ninth Revised Sheet No. 129

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

Effective During the Fall Shoulder Period: October 1 through November 30

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	0.99	1.12	1.85	1.85	2.74	4.08	5.00
Base	from WLA	0.50	0.50	1.23	1.23	2.12	3.46	4.38
Applicable	from ELA	0.96	0.96	0.96	0.96	1.85	3.19	4.11
Shrinkage	from ETX	0.99	0.96	0.96	0.96	1.85	3.19	4.11
Percentage	from M1					0.89	2.23	3.15
	from M2						1.58	2.50
	from M3							1.15
	from STX	1.43	1.45	1.47	1.47	2.90	2.96	2.97
Applicable	from WLA	1.41	1.41	1.45	1.45	2.88	2.94	2.95
Shrinkage	from ELA	1.44	1.44	1.44	1.44	2.87	2.93	2.94
Adjustment	from ETX	1.43	1.44	1.44	1.44	2.87	2.93	2.94
Percentage	from M1					1.43	1.49	1.50
	from M2						1.46	1.49
	from M3							1.45
	from STX	2.42	2.57	3.32	3.32	5.64	7.04	7.97
Applicable	from WLA	1.91	1.91	2.68	2.68	5.00	6.40	7.33
Shrinkage	from ELA	2.40	2.40	2.40	2.40	4.72	6.12	7.05
Percentage	from ETX	2.42	2.40	2.40	2.40	4.72	6.12	7.05
	from M1					2.32	3.72	4.65
	from M2						3.04	3.99
	from M3							2.60

FOR STORAGE SERVICE	Base Applicable Shrinkage Percentage	Applicable Shrinkage Adjustment Percentage	Applicable Shrinkage Percentage
Monthly W/d (SS,SS-1,X-28)	2.76 %	1.44 %	4.20 %
Monthly W/d (FSS,ISS-1)	1.76 %	-0.88 %	0.88 %
Monthly Injections	1.76 %	-0.88 %	0.88 %
Monthly Inventory Level	0.08 %	0.04 %	0.12 %

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99- 17-000

Third Revised Sheet No. 130 Third Revised Sheet No. 130 : Effective
 Superseding: Second Revised Sheet No. 130

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR NON-ASA RATE SCHEDULES

_____ Effective year round - June 1 through May 31 _____					
		Applicable Shrinkage Percentage			Applicable Shrinkage Percentage
Rate Schedule FTS		1.29 %	Rate Sch X-127		0.00 %
Rate Schedule FTS-2		0.00 %	Rate Sch X-129		0.00 %
Rate Schedule FTS-4	Leidy (Nov15-Mar31)	4.89 %	Rate Sch X-130		0.00 %
	(Apr1-Nov14)	1.00 %	Rate Sch X-135		0.00 %
	Chambersburg	0.00 %	Rate Sch X-136		0.00 %
Rate Schedule FTS-5		0.00 %	Rate Sch X-137		1.30 %
Rate Schedule FTS-7	(Delv to Zone M1,M2)	0.00 %			
	(Delv to Zone M3)	2.00 %			
Rate Schedule FTS-8	(Delv to Zone M1,M2)	0.00 %			
	(Delv to Zone M3)	1.50 %			
Rate Schedule LLFT		0.43 %			
Rate Schedule LLIT		0.43 %			
Rate Schedule VKFT		0.00 %			
Rate Schedule VKIT		0.00 %			

Effective Date: 06/01/1993 Status: Effective
 FERC Docket: RS92- 11-009

Original Sheet No. 131 Original Sheet No. 131 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
 SCHEDULES
 CDS, FT-1*

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth
ACCESS AREA		
STX-AAB	0.002	0.0001
WLA-AAB	0.001	0.0000
ELA-AAB	0.001	0.0000
ETX-AAB	0.001	0.0000
STX-STX	0.002	0.0001
STX-WLA	0.002	0.0001
STX-ELA	0.002	0.0001
STX-ETX	0.002	0.0001
WLA-WLA	0.001	0.0000
WLA-ELA	0.001	0.0000
WLA-ETX	0.001	0.0000
ELA-ELA	0.001	0.0000
ETX-ETX	0.001	0.0000
ETX-ELA	0.001	0.0000
MARKET AREA		
M1-M1	0.096	0.0032
M1-M2	0.295	0.0097
M1-M3	0.431	0.0142
M2-M2	0.199	0.0065
M2-M3	0.334	0.0110
M3-M3	0.136	0.0045

	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

* Includes Rate Schedule CTS and those applicable rate schedules listed on Sheets Nos. 1J and 1K of Pipeline's Volume No. 2.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 132 Original Sheet No. 132 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
SCHEDULE
SCT

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth
ACCESS AREA		
STX-AAB	0.001	0.0000
WLA-AAB	0.000	0.0000
ELA-AAB	0.000	0.0000
ETX-AAB	0.000	0.0000
STX-STX	0.001	0.0000
STX-WLA	0.001	0.0000
STX-ELA	0.001	0.0000
STX-ETX	0.001	0.0000
WLA-WLA	0.000	0.0000
WLA-ELA	0.000	0.0000
WLA-ETX	0.000	0.0000
ELA-ELA	0.000	0.0000
ETX-ETX	0.000	0.0000
ETX-ELA	0.000	0.0000
MARKET AREA		
M1-M1	0.038	0.0012
M1-M2	0.118	0.0039
M1-M3	0.172	0.0057
M2-M2	0.080	0.0026
M2-M3	0.134	0.0044
M3-M3	0.054	0.0018

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 133 Original Sheet No. 133 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
SCHEDULE
SCT

USAGE
ZONE RATE
\$/dth

MAXIMUM	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0002	0.0002	0.0002	0.0002	0.0087	0.0265	0.0385
from WLA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ELA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ETX	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from M1	0.0087	0.0087	0.0087	0.0087	0.0086	0.0263	0.0384
from M2	0.0265	0.0264	0.0264	0.0264	0.0263	0.0177	0.0298
from M3	0.0385	0.0385	0.0385	0.0385	0.0384	0.0298	0.0121

USAGE
ZONE RATE
\$/dth

MINIMUM	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

Effective Date: 06/01/1993 Status: Effective

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Original Sheet No. 134 Original Sheet No. 134 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
SCHEDULE
SCT ALT

USAGE
ZONE RATE
\$/dth

MAXIMUM	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0004	0.0004	0.0004	0.0004	0.0151	0.0461	0.0669
from WLA	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from ELA	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from ETX	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from M1	0.0151	0.0149	0.0149	0.0149	0.0148	0.0457	0.0667
from M2	0.0461	0.0458	0.0458	0.0458	0.0457	0.0309	0.0518
from M3	0.0669	0.0668	0.0668	0.0668	0.0667	0.0518	0.0210

USAGE
ZONE RATE
\$/dth

MINIMUM	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 135 Original Sheet No. 135 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE
SCHEDULES
IT-1, PTI, TS-2*

MAXIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0002	0.0002	0.0002	0.0002	0.0087	0.0265	0.0385
from WLA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ELA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ETX	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from M1	0.0087	0.0087	0.0087	0.0087	0.0086	0.0263	0.0384
from M2	0.0265	0.0264	0.0264	0.0264	0.0263	0.0177	0.0298
from M3	0.0385	0.0385	0.0385	0.0385	0.0384	0.0298	0.0121

MINIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

STORAGE
RATE
SCHEDULES

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth	WITHDRAWAL \$/dth
SS	0.114	0.0037	0.0064
X-28	0.114	0.0037	0.0064
SS-1	0.114	0.0037	0.0064

* Includes those applicable rate schedules listed on Sheets Nos. 1J and 1K of Pipeline's Volume No. 2.

Effective Date: 09/06/1994 Status: Effective
 FERC Docket: RP91- 72-008

First Revised Sheet No. 136 First Revised Sheet No. 136 : Effective
 Superseding: Original Sheet No. 136
 Supplier Take-or-Pay Refund Percentages

Customer	Koch (Formerly United) Percentage	Texas Gas Percentage
Algonquin Gas Transmission Company	17.2974%	16.5666%
Anna, Illinois, City of	0.0206%	0.0314%
Arkansas Louisiana Gas Company for Beebe and Cabot, Arkansas	0.0339%	0.0293%
Arkansas Louisiana Gas Company for McCrory, Arkansas	0.0000%	0.0001%
Arkansas Louisiana Gas Company for Paragould, Arkansas	0.0028%	0.0100%
Associated Natural Gas Company, a Division of Arkansas Western Gas Company	0.9454%	0.9205%
Batesville, Indiana, City of	0.0216%	0.0356%
Belmont, Mississippi, Town of	0.0031%	0.0062%
Bernie, Missouri, City of	0.0042%	0.0072%
Brooklyn Union Gas Company, The	2.5157%	1.8553%
Bude, Mississippi, Town of	0.0083%	0.0080%
Cairo, Illinois, City of	0.1851%	0.1776%
Carnegie Natural Gas Company	2.0437%	2.1769%
Central Hudson Gas & Electric Corporation	0.1409%	0.1501%
Central Illinois Public Service Company	0.7691%	0.7733%
Chambersburg, Pennsylvania, Borough of	0.1461%	0.1418%
CNG Transmission Corporation	25.0669%	25.8223%
Cobden, Illinois, Village of	0.0021%	0.0035%
Columbia Gas Transmission Corp.	7.9525%	8.7495%
Columbia, Kentucky, City of	0.0102%	0.0153%
Community Natural Gas Company, Inc.	0.0044%	0.0070%
Consolidated Edison Company of New York, Inc.	3.2547%	2.7116%
Consumers Gas Company for Albion, Illinois	0.0097%	0.0221%
Consumers Gas Company for Carmi, Illinois	0.0133%	0.0425%
Consumers Gas Company for Omaha, Illinois	0.0135%	0.0196%
Creal Springs, Illinois, City of	0.0015%	0.0023%
Crossville, Illinois, Village of	0.0018%	0.0046%
Edmonton, Kentucky, City of	0.0032%	0.0042%
Elizabethtown Gas Company	0.6190%	0.6905%
Enfield, Illinois, Village of	0.0010%	0.0026%

Effective Date: 09/06/1994 Status: Effective
 FERC Docket: RP91- 72-008

First Revised Sheet No. 137 First Revised Sheet No. 137 : Effective
 Superseding: Original Sheet No. 137

Supplier Take-or-Pay Refund Percentages

Customer	Koch (Formerly United) Percentage	Texas Gas Percentage
-----	-----	-----
Equitable Gas Company	3.8191%	3.9333%
Flora, Mississippi, Town of	0.0026%	0.0084%
Fulton, Mississippi, Town of	0.0082%	0.0122%
Gas Utility District No. 2 of Pt. Coupee Parish, La.	0.0139%	0.0142%
Gloster, Mississippi, Town of	0.0024%	0.0043%
Grayville, Illinois, City of	0.0038%	0.0093%
Harrisburg, Arkansas, City of	0.0082%	0.0132%
Horton Highway Utility District	0.0057%	0.0080%
Huntingburg, Indiana, City of	0.0054%	0.0133%
Indiana Gas Company, Inc.	0.1047%	0.0693%
Indiana Natural Gas Corporation for Dubois & Haysville, Indiana	0.0026%	0.0038%
Indiana Natural Gas Corporation for French Lick, Indiana	0.0125%	0.0193%
Jasper, Indiana, City of	0.0173%	0.0379%
Jonesboro, Illinois, City of	0.0039%	0.0069%
Kennett, Missouri, City of	0.0488%	0.0471%
Lafayette, Tennessee, City of	0.0054%	0.0102%
Lawrenceburg, Tennessee, City of	0.0338%	0.0637%
Lawrenceburg Gas Company	0.0041%	0.0163%
Lebanon, Tennessee, City of	0.0604%	0.0751%
Liberty, Kentucky, City of	0.0062%	0.0105%
Long Island Lighting Company	1.0509%	0.9039%
Loretto, Tennessee, City of	0.0034%	0.0042%
Mantachie Natural Gas District	0.0000%	0.0009%
Meadville, Mississippi, City of	0.0014%	0.0023%
Midwest Natural Gas Corporation for Brownstown and Medora, Indiana	0.0013%	0.0088%
Midwest Natural Gas Corporation for North Vernon, Indiana	0.0054%	0.0237%
Mississippi Gas Corporation for LeBlanc, Louisiana	0.0000%	0.0032%
Mississippi Gas Corporation for Reeves, Louisiana	0.0002%	0.0009%
Mississippi Valley Gas Company for Amory, Mississippi	0.1171%	0.0000%
Mississippi Valley Gas Company for Ethel, Mississippi	0.0010%	0.0013%
Mississippi Valley Gas Company for McCool, Mississippi	0.0000%	0.0003%
Morganza, Louisiana, Village of	0.0024%	0.0035%
Mt. Carmel Public Utility Company	0.0000%	0.0254%
Napoleon, Indiana, Town of	0.0012%	0.0015%
National Fuel Gas Supply Corp.	2.7808%	2.8644%
National Gas & Oil Corporation	0.5027%	0.6106%

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 FERC Docket: RP91- 72-008

First Revised Sheet No. 138 First Revised Sheet No. 138 : Effective
 Superseding: Original Sheet No. 138
 Supplier Take-or-Pay Refund Percentages

Customer -----	Koch (Formerly United) Percentage -----	Texas Gas Percentage -----
New Harmony, Indiana, Town of	0.0045%	0.0066%
New Jersey Natural Gas Company	4.5263%	4.0326%
New Roads, Louisiana, Town of	0.0038%	0.0109%
Norris City, Illinois, Village of	0.0016%	0.0065%
Orange and Rockland Utilities, Inc.	0.1762%	0.1876%
Osage Natural Gas Company	0.0008%	0.0020%
Osgood, Indiana, Town of	0.0056%	0.0081%
Oxford Natural Gas Company	0.0239%	0.0509%
PECO Energy Company (formerly Philadelphia Electric Company)	3.0212%	2.8655%
Penn Fuel Gas, Incorporated (formerly Allied Gas Company)	1.1272%	1.1362%
Philadelphia Gas Works	4.5699%	4.5693%
T. W. Phillips Gas & Oil Company	0.2812%	0.2933%
Piedmont Natural Gas Company	0.0085%	0.0110%
Poseyville, Indiana, Town of	0.0036%	0.0052%
Public Service Electric and Gas Company	8.2259%	8.1229%
Pulaski, Tennessee, City of	0.0302%	0.0424%
Red Bay, Alabama, Town of	0.0125%	0.0149%
Smyrna, Tennessee, Town of	0.0432%	0.0494%
Somerset, Kentucky, City of	0.0000%	0.0187%
Southern Indiana Gas and Electric Company	0.0031%	0.0111%
Starks Water & Gas, Inc.	0.0000%	0.0021%
Tamms, Illinois, Village of	0.0140%	0.0153%
Tennessee River Development Company	0.0009%	0.0019%
Texas Gas Transmission Corporation	7.0532%	7.5065%
Thebes, Illinois, Village of	0.0002%	0.0009%
Tompkinsville, Kentucky, City of	0.0081%	0.0114%
UGI Utilities, Inc. (formerly UGI Corporation)	0.0019%	0.0014%
Union Electric Company (formerly Missouri Utilities Company)	0.5937%	0.6702%
United Cities Gas Company	0.5274%	0.5194%
Utica, Mississippi, Town of	0.0010%	0.0024%
Weir, Mississippi, Town of	0.0002%	0.0008%
Westport Natural Gas Company, Inc.	0.0019%	0.0037%
Total	100.0000%	100.0000%

Effective Date: 04/01/1995 Status: Effective
 FERC Docket: RP95-174-000

Second Revised Sheet No. 139 Second Revised Sheet No. 139 : Effective
 Superseding: First Revised Sheet No. 139

UPSTREAM TRANSITION AND ORDER NO. 528 COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Algonquin Gas Transmission Company	(\$1,784.82)	(\$148.73)
Anna, Illinois, City of	34.89	2.91
Arkansas Louisiana Gas Company for Beebe and Cabot, Arkansas	112.47	9.37
Arkansas Louisiana Gas Company for McCrory, Arkansas	(0.13)	(0.01)
Arkansas Louisiana Gas Company for Paragould, Arkansas	31.32	2.61
Associated Natural Gas Company	26,041.41	2,170.12
Baltimore Gas & Electric Company	39,772.47	3,314.37
Batesville, Indiana, City of	73.18	6.10
Bay State Gas Company	76,652.53	6,387.71
Belmont, Mississippi, Town of	9.80	0.82
Bernie, Missouri, City of	16.83	1.40
Boston Gas Company	340,349.38	28,362.45
Bristol and Warren Gas Company	90.61	7.55
Brooklyn Union Gas Company, The	139,774.27	11,647.86
Bude, Mississippi, Town of	2.75	0.23
Cairo, Illinois, City of	(84.85)	(7.07)
Carnegie Natural Gas Company	30,576.56	2,548.05
Central Hudson Gas & Electric Corporation	37.23	3.10
Central Illinois Public Service Company	13,679.82	1,139.99
Chambersburg, Pennsylvania, Borough of	(77.36)	(6.45)
CNG Transmission Corporation	(9,377.69)	(781.47)
Cobden, Illinois, Village of	6.70	0.56
Colonial Gas Company	46,622.62	3,885.22
Columbia, Kentucky, City of	31.87	2.66
Columbia Gas of Ohio, Inc.	20,239.51	1,686.63
Columbia Gas of Pennsylvania	40,175.42	3,347.95
Columbia Gas Transmission Corp.	22,344.01	1,862.00
Commonwealth Gas Company	163,594.09	13,632.84
Community Natural Gas Company, Inc.	16.78	1.40
Connecticut Natural Gas Corporation	108,623.59	9,051.97
Consolidated Edison Company of New York, Inc.	140,024.88	11,668.74
Consumers Gas Company for Albion, Illinois	76.87	6.41
Consumers Gas Company for Carmi, Illinois	83.30	6.94
Consumers Gas Company for Omaha, Illinois	7.12	0.59

Effective Date: 04/01/1995 Status: Effective
 FERC Docket: RP95-174-000

Second Revised Sheet No. 140 Second Revised Sheet No. 140 : Effective
 Superseding: First Revised Sheet No. 140

UPSTREAM TRANSITION AND ORDER NO. 528 COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
-----	-----	-----
Corning Natural Gas Corp.	\$1,582.36	\$131.86
Creal Springs, Illinois, City of	13.65	1.14
Crossville, Illinois, Village of	16.26	1.35
Delmarva Power & Light	13,224.91	1,102.08
East Ohio Gas Company (The)	266,589.26	22,215.77
Edmonton, Kentucky, City of	8.55	0.71
Elizabethtown Gas Company	50,590.25	4,215.85
Enfield, Illinois, Village of	17.36	1.45
Equitable Gas Company	195,647.04	16,303.92
Fall River Gas Company	33,833.09	2,819.42
Flora, Mississippi, Town of	16.54	1.38
Fulton, Mississippi, Town of	24.44	2.04
Gas Utility District No. 2 of Pt. Coupee Parish, La.	34.17	2.85
Gloster, Mississippi, Town of	10.71	0.89
Grayville Public Utilities, City of	20.46	1.71
Harrisburg, Arkansas, City of	27.21	2.27
Hope Gas, Incorporated	126.82	10.57
Horton Highway Utility District of Rutherford, Williamson and Marshall Counties, Tennessee	25.89	2.16
Huntingburg, Indiana, City of	57.01	4.75
Indiana Gas Company, Inc.	3.46	0.29
Indiana Natural Gas Corporation	19.13	1.59
Indiana Natural Gas Corporation for Dubois & Haysville	11.69	0.97
James River Paper	9,199.78	766.65
Jasper, Indiana, City of	82.01	6.83
Jonesboro, Illinois, City of	7.21	0.60
Kennett, Missouri, City of	59.05	4.92
Lafayette, Tennessee, City of	26.86	2.24
Lawrenceburg, Tennessee, City of	54.80	4.57
Lawrenceburg Gas Company	16.13	1.34
Lebanon, Tennessee, City of	50.89	4.24
Liberty, Kentucky, City of	19.49	1.62
Long Island Lighting Company	82,842.91	6,903.58
Loretto, Tennessee, City of	3.16	0.26
Mantachie Natural Gas District	47.30	3.94
Meadville, Mississippi, City of	6.29	0.52
Middleborough, Massachusetts, Town of	245.01	20.42
Midwest Natural Gas Corporation for Brownstown and Medora, Indiana	34.40	2.87

Effective Date: 04/01/1995 Status: Effective

FERC Docket: RP95-174-000

Second Revised Sheet No. 141 Second Revised Sheet No. 141 : Effective
 Superseding: First Revised Sheet No. 141

UPSTREAM TRANSITION AND ORDER NO. 528 COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Midwest Natural Gas Corporation for North Vernon, Indiana	\$89.75	\$7.48
Mississippi Gas Corporation for LeBlanc, Louisiana	32.73	2.73
Mississippi Gas Corporation for Reeves, Louisiana	4.88	0.41
Mississippi Valley Gas Company for Town of Ethel, Mississippi	2.94	0.25
Mississippi Valley Gas Company for Town of McCool, Mississippi	2.39	0.20
Morganza, Louisiana, Village of	14.56	1.21
Mt. Carmel Public Utility Company	98.12	8.18
Napoleon, Indiana, Town of	2.29	0.19
National Fuel Gas Distribution Corp.	215,210.35	17,934.20
National Fuel Gas Supply Corporation	1,809.90	150.83
National Gas & Oil Corporation	27,284.26	2,273.69
New Harmony, Indiana, Town of	13.89	1.16
New Jersey Natural Gas Company	296,396.41	24,699.70
New Roads, Louisiana, Town of	46.21	3.85
New York State Electric and Gas Corporation	54,068.92	4,505.74
Niagara Mohawk Power Corporation	176,821.53	14,735.13
Norris City, Illinois, Village of	23.28	1.94
North Attleboro Gas Company	1,534.52	127.88
Northern Utilities, Inc.	2,001.87	166.82
Norwich, Conn., City of, Orange and Rockland Utilities, Inc.	21,324.89	1,777.07
Osage Natural Gas	8.09	0.67
Osgood, Indiana, Town of	20.81	1.73
Oxford Natural Gas Company	64.34	5.36
Peco Energy Company	151,229.34	12,602.44
Penn Fuel Gas, Incorporated	61,247.79	5,103.98
Peoples Natural Gas Company	93,802.75	7,816.90
Philadelphia Gas Works	245,889.76	20,490.81
T. W. Phillips Gas & Oil Company	14,533.17	1,211.10
Piedmont Natural Gas Company	27.76	2.31
Poseyville, Indiana, Town of	12.48	1.04
Providence Gas Company, The	105,545.35	8,795.45
Public Service Electric and Gas Company	598,599.20	49,883.27
Public Service of North Carolina	9,578.81	798.23
Pulaski, Tennessee, City of	63.79	5.32
Red Bay, Alabama, the Water Works and Gas Board of the Town of	10.65	0.89

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Second Revised Sheet No. 142 Second Revised Sheet No. 142 : Effective
 Superseding: Second Revised Sheet No. 142
 UPSTREAM TRANSITION AND ORDER NO. 528 COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Richmond, City of	\$86.81	\$7.23
River Gas Company, The	35.76	2.98
Rochester Gas and Electric Corporation	111,401.92	9,283.49
Smyrna, Tennessee, Town of	24.37	2.03
Somerset, Kentucky, City of	126.72	10.56
Southern Connecticut Gas Company	103,057.73	8,588.14
Southern Indiana Gas and Electric Company	37.83	3.15
Starks Water and Gas, Inc.	9.35	0.78
Stolle Corporation	57.87	4.82
Tamms, Illinois, Village of	7.96	0.66
Tennessee River Development Company	5.19	0.43
Texas-Ohio Gas, Inc.	290.71	24.23
Thebes, Illinois, Village of	6.59	0.55
Tompkinsville, Kentucky, City of	23.35	1.95
UGI Utilities, Inc.	254,383.77	21,198.65
Union Electric Company	29,984.30	2,498.69
United Cities Gas Company	36,882.66	3,073.56
Utica, Mississippi, Town of	12.75	1.06
Virginia Natural Gas, Inc.	116.29	9.69
Washington Gas Light Company	43,163.51	3,596.96
Weir, Mississippi, Town of	4.18	0.35
Westport Natural Gas Company, Inc.	(4.98)	(0.42)
Woodward Marketing, Inc.	19,626.80	1,635.57
Yankee Gas Services Company	148,502.15	12,375.18
Total	\$4,677,755.13	\$389,812.96

Effective Date: 04/01/1996 Status: Effective
 FERC Docket: RP96-156-000

Third Revised Sheet No. 143 Third Revised Sheet No. 143 : Effective
 Superseding: Second Revised Sheet No. 143

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
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Algonquin Gas Transmission Company	\$13,828.61	\$1,152.38
Associated Natural Gas Company	18,409.18	1,534.10
Baltimore Gas & Electric Company	26,840.20	2,236.68
Bay State Gas Company	51,728.48	4,310.71
Boston Gas Company	229,682.64	19,140.22
Brooklyn Union Gas Company, The	96,009.35	8,000.78
Carnegie Natural Gas Company	22,609.79	1,884.15
Central Hudson Gas & Electric Corporation	3.73	0.31
Central Illinois Public Service Company	9,933.46	827.79
CNG Transmission Corporation	16,758.85	1,396.57
Colonial Gas Company	31,462.98	2,621.92
Columbia Gas of Ohio, Inc.	13,658.50	1,138.21
Columbia Gas of Pennsylvania	27,112.13	2,259.34
Columbia Gas Transmission Corp.	23,018.30	1,918.19
Commonwealth Gas Company	110,400.45	9,200.04
Connecticut Natural Gas Corporation	73,303.95	6,108.66
Consolidated Edison Company of New York, Inc.	96,955.51	8,079.63
Corning Natural Gas Corp.	1,067.85	88.99
Delmarva Power & Light	13,189.95	1,099.16
East Ohio Gas Company (The)	179,906.09	14,992.17
Elizabethtown Gas Company	34,767.10	2,897.26
Equitable Gas Company	135,600.39	11,300.03
Fall River Gas Company	22,832.05	1,902.67
James River Paper	6,208.41	517.37
Long Island Lighting Company	56,726.25	4,727.19
Middleborough, Massachusetts, Town of	144.04	12.00
Mueller Copper Tube Company	1,026.19	85.52
National Fuel Gas Distribution Corp.	145,233.36	12,102.78
National Fuel Gas Supply Corporation	3,820.66	318.39
National Gas & Oil Corporation	18,966.70	1,580.56
New Jersey Natural Gas Company	203,680.58	16,973.38
New York State Electric and Gas Corporation	36,488.07	3,040.67
Niagara Mohawk Power Corporation	119,326.90	9,943.91
North Attleboro Gas Company	1,035.56	86.30
Northern Utilities, Inc.	1,350.95	112.58
Orange and Rockland Utilities, Inc.	14,561.21	1,213.43
Peco Energy Company	117,786.18	9,815.51

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Third Revised Sheet No. 144 Third Revised Sheet No. 144 : Effective
 Superseding: Second Revised Sheet No. 144

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Penn Fuel Gas, Incorporated	42,363.71	3,530.31
Peoples Natural Gas Company	63,302.20	5,275.18
Philadelphia Gas Works	170,014.57	14,167.88
T. W. Phillips Gas & Oil Company	10,073.77	839.48
Providence Gas Company, The	71,226.61	5,935.55
Public Service Electric and Gas Company	421,880.03	35,156.67
Public Service of North Carolina	16,964.67	1,413.72
Rochester Gas and Electric Corporation	53,521.19	4,460.10
Southern Connecticut Gas Company	69,547.86	5,795.66
Texas-Ohio Gas, Inc.	196.19	16.35
UGI Utilities, Inc.	177,618.86	14,801.57
Union Electric Company	20,842.88	1,736.91
United Cities Gas Company	27,285.46	2,273.79
Virginia Natural Gas, Inc.	17,039.85	1,419.99
Washington Gas Light Company	29,128.62	2,427.39
Woodward Marketing, Inc.	13,245.02	1,103.75
Yankee Gas Services Company	100,041.55	8,336.80
Total	\$3,279,727.63	\$273,310.65

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Fourth Revised Sheet No. 145 Fourth Revised Sheet No. 145 : Effective
 Superseding: Third Revised Sheet No. 145

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Algonquin Gas Transmission Company	\$9,009.50	\$750.79
Associated Natural Gas Company	11,993.79	999.48
Baltimore Gas & Electric Company	17,486.69	1,457.22
Bay State Gas Company	33,701.68	2,808.47
Boston Gas Company	149,640.82	12,470.07
Brooklyn Union Gas Company, The	62,551.17	5,212.60
Carnegie Interstate Pipeline Company	7,864.80	655.40
Carnegie Natural Gas Company	6,865.73	572.14
Central Hudson Gas & Electric Corporation	2.43	0.20
Central Illinois Public Service Company	6,471.76	539.31
CNG Transmission Corporation	10,361.48	863.46
Colonial Gas Company	20,498.49	1,708.21
Columbia Gas of Ohio, Inc.	8,898.67	741.56
Columbia Gas of Pennsylvania	17,663.86	1,471.99
Columbia Gas Transmission Corp.	14,578.45	1,214.87
Commonwealth Gas Company	71,927.13	5,993.93
Connecticut Natural Gas Corporation	47,758.34	3,979.86
Consolidated Edison Company of New York, Inc.	63,167.60	5,263.97
Corning Natural Gas Corp.	695.71	57.98
Dayton Power & Light Company	4,044.85	337.07
Delmarva Power & Light	7,940.23	661.69
East Ohio Gas Company (The)	117,210.83	9,767.57
Elizabethtown Gas Company	22,651.16	1,887.60
Equitable Gas Company	88,345.17	7,362.10
Fall River Gas Company	14,875.34	1,239.61
Grays Ferry Cogeneration Partnership	3,970.11	330.84
James River Paper	4,044.85	337.07
Long Island Lighting Company	36,957.79	3,079.82
Middleborough, Massachusetts, Town of	93.84	7.82
Midwest Natural Gas Corporation	808.97	67.41
Mueller Copper Tube Company	889.87	74.16
National Fuel Gas Distribution Corp.	94,621.16	7,885.10
National Fuel Gas Supply Corporation	2,489.20	207.43
National Gas & Oil Corporation	12,357.01	1,029.75
New Jersey Natural Gas Company	132,700.18	11,058.35
New York State Electric and Gas Corporation	23,772.39	1,981.03
Niagara Mohawk Power Corporation	77,742.81	6,478.57
North Attleboro Gas Company	674.68	56.22
Northern Utilities, Inc.	880.16	73.35
Orange and Rockland Utilities, Inc.	9,486.79	790.57
PECO Energy Company	75,915.97	6,326.33
Penn Fuel Gas, Incorporated	27,600.43	2,300.04

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Fourth Revised Sheet No. 146 Fourth Revised Sheet No. 146 : Effective

Superseding: Third Revised Sheet No. 146

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Peoples Natural Gas Company	41,242.09	3,436.84
Philadelphia Authority for Industrial Development	29,122.91	2,426.91
Philadelphia Gas Works	79,944.02	6,662.00
T. W. Phillips Gas & Oil Company	6,563.17	546.93
Proliance Energy, LLC	2,269.97	189.16
Providence Gas Company, The	42,360.09	3,530.01
Public Service Electric and Gas Company	279,657.80	23,304.82
Public Service of North Carolina	10,833.72	902.81
Rochester Gas and Electric Corporation	35,321.24	2,943.44
Southern Connecticut Gas Company	45,311.21	3,775.93
Sun Company, Inc.	5,558.16	463.18
Texas-Ohio Gas, Inc.	4,172.67	347.72
UGI Utilities, Inc.	114,769.10	9,564.09
Union Electric Company	13,579.37	1,131.61
Union Natural Gas Pipeline Company	384.26	32.02
United Cities Gas Company	1,490.93	124.24
Virginia Natural Gas, Inc.	10,746.36	895.53
Washington Gas Light Company	18,977.62	1,581.47
Woodward Marketing, Inc.	24,875.01	2,072.92
Yankee Gas Services Company	64,896.59	5,408.05
Total	\$2,153,288.17	\$179,440.69

Effective Date: 04/01/1998 Status: Effective
 FERC Docket: RP98-142-000

Fifth Revised Sheet No. 147 Fifth Revised Sheet No. 147 : Effective
 Superseding: Fourth Revised Sheet No. 147

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Algonquin Gas Transmission Company	\$5,519.88	\$459.99
American Video Glass Company	\$743.45	\$61.95
Appleton Papers, Inc.	\$123.91	\$10.33
Associated Natural Gas Company	7,348.27	612.36
Baltimore Gas & Electric Company	10,713.63	892.80
Bay State Gas Company	20,648.12	1,720.68
Boston Gas Company	91,680.92	7,640.08
Brooklyn Union Gas Company, The	38,323.42	3,193.62
Carnegie Interstate Pipeline Company	4,818.56	401.55
Carnegie Natural Gas Company	4,206.45	350.54
Central Hudson Gas & Electric Corporation	1.49	0.12
Central Illinois Public Service Company	3,965.07	330.42
CNG Transmission Corporation	6,521.86	543.49
Colonial Gas Company	12,558.87	1,046.57
Columbia Gas of Ohio, Inc.	5,451.98	454.33
Columbia Gas of Pennsylvania	10,822.17	901.85
Columbia Gas Transmission Corp.	12,442.40	1,036.87
Commonwealth Gas Company	44,067.82	3,672.32
Connecticut Natural Gas Corporation	29,260.26	2,438.35
Consolidated Edison Company of New York, Inc.	38,701.10	3,225.09
Corning Natural Gas Corp.	426.25	35.52
Dayton Power & Light Company	7,434.51	619.54
Delmarva Power & Light	5,038.43	419.87
Duke Energy Resource Management	24,781.71	2,065.14
East Ohio Gas Company (The)	71,811.93	5,984.33
Equitable Gas Company	54,126.72	4,510.56
Fall River Gas Company	9,113.72	759.48
Grays Ferry Cogeneration Partnership	2,519.22	209.93
James River Paper	2,478.17	206.51
Long Island Lighting Company	22,643.05	1,886.92
Middleborough, Massachusetts, Town of	57.49	4.79
Midwest Natural Gas Corporation	495.63	41.30
Mueller Copper Tube Company	545.20	45.43
National Fuel Gas Distribution Corp.	57,971.85	4,830.99
National Fuel Gas Supply Corporation	1,525.07	127.09
National Gas & Oil Corporation	7,570.81	630.90
New Jersey Natural Gas Company	81,301.84	6,775.15
New York State Electric and Gas Corporation	14,564.70	1,213.73
Niagara Mohawk Power Corporation	47,630.94	3,969.24
North Attleboro Gas Company	413.36	34.45

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 FERC Docket: RP98-142-000

Fifth Revised Sheet No. 148 Fifth Revised Sheet No. 148 : Effective
 Superseding: Fourth Revised Sheet No. 148

UPSTREAM TRANSITION COSTS

Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Northern Utilities, Inc.	539.25	44.94
NUI Corporation	23,790.44	1,982.54
Orange and Rockland Utilities, Inc.	5,812.30	484.36
PECO Energy Company	46,680.77	3,890.06
Penn Fuel Gas, Incorporated	16,786.14	1,398.84
Peoples Natural Gas Company	25,267.92	2,105.66
Philadelphia Authority for Industrial Development	17,842.83	1,486.90
Philadelphia Gas Works	48,979.56	4,081.63
T. W. Phillips Gas & Oil Company	4,021.08	335.09
Proliance Energy, LLC	2,877.65	239.80
Providence Gas Company, The	25,952.89	2,162.74
Public Service Electric and Gas Company	171,975.60	14,331.30
Public Service of North Carolina	6,637.53	553.13
Rochester Gas and Electric Corporation	21,640.38	1,803.36
Southern Connecticut Gas Company	27,760.96	2,313.41
Sun Company, Inc.	3,526.90	293.91
Texas-Ohio Gas, Inc.	2,556.48	213.04
UGI Utilities, Inc.	70,570.66	5,880.89
Union Electric Company	8,319.71	693.31
Union Natural Gas Pipeline Company	235.43	19.62
United Cities Gas Company	913.45	76.12
Virginia Natural Gas, Inc.	6,584.00	548.67
Washington Gas Light Company	11,627.08	968.92
Woodward Marketing, Inc.	15,240.25	1,270.02
Yankee Gas Services Company	39,848.18	3,320.68
Total	\$1,366,357.67	\$113,863.12

Effective Date: 04/01/1999 Status: Effective
 FERC Docket: RP99-243-000

Sixth Revised Sheet No. 149 Sixth Revised Sheet No. 149 : Effective
 Superseding: Fifth Revised Sheet No. 149

UPSTREAM TRANSITION COSTS
 Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Algonquin Gas Transmission Company	\$2,172.67	\$181.06
American Video Glass Company	\$292.63	\$24.39
Appleton Papers, Inc.	\$48.77	\$4.06
Associated Natural Gas Company	2,892.34	241.03
Baltimore Gas & Electric Company	4,216.97	351.41
Bay State Gas Company	8,127.26	677.27
Boston Gas Company	36,086.30	3,007.19
Brooklyn Union Gas Company, The	15,084.39	1,257.03
Carnegie Interstate Pipeline Company	1,896.62	158.05
Carnegie Natural Gas Company	1,655.69	137.97
Central Hudson Gas & Electric Corporation	0.59	0.05
Central Illinois Public Service Company	1,560.68	130.06
CNG Transmission Corporation	2,094.23	174.52
Colonial Gas Company	4,943.27	411.94
Columbia Gas of Ohio, Inc.	2,145.94	178.83
Columbia Gas of Pennsylvania	6,210.54	517.55
Columbia Gas Transmission Corp.	4,897.42	408.12
Commonwealth Gas Company	17,345.43	1,445.45
Connecticut Natural Gas Corporation	11,517.06	959.76
Consolidated Edison Company of New York, Inc.	15,186.23	1,265.52
Corning Natural Gas Corp.	167.77	13.98
Dayton Power & Light Company	2,926.28	243.86
Delmarva Power & Light	1,510.34	125.86
Duke Energy Resource Management	15,801.92	1,316.83
Dynergy Marketing and Trading	5,852.56	487.71
East Ohio Gas Company (The)	28,265.72	2,355.48
Equitable Gas Company	21,304.69	1,775.39
Fall River Gas Company	3,587.23	298.94
Grays Ferry Cogeneration Partnership	755.17	62.93
James River Paper	975.43	81.29
Long Island Lighting Company	8,912.48	742.71
Middleborough, Massachusetts, Town of	22.63	1.89
Midwest Natural Gas Corporation	195.09	16.26
Mueller Copper Tube Company	273.12	22.76
National Fuel Gas Distribution Corp.	22,818.16	1,901.51
National Fuel Gas Supply Corporation	600.28	50.02
National Gas & Oil Corporation	2,979.93	248.33
New Jersey Natural Gas Company	32,001.00	2,666.75
New York State Electric and Gas Corporation	5,732.78	477.73
Niagara Mohawk Power Corporation	18,747.90	1,562.33
NJR Energy Services	5,852.56	487.71
North Attleboro Gas Company	162.70	13.56

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP99-243-000

Sixth Revised Sheet No. 150 Sixth Revised Sheet No. 150 : Effective

Superseding: Fifth Revised Sheet No. 150

UPSTREAM TRANSITION COSTS
Surcharge Amounts

Customer	Total Principal Amount	12 Month Amortization Monthly Principal Amount
Northern Utilities, Inc.	212.25	17.69
NUI Corporation	9,364.10	780.34
Orange and Rockland Utilities, Inc.	2,287.77	190.65
PECO Energy Company	22,897.65	1,908.14
Penn Fuel Gas, Incorporated	6,607.15	550.60
Peoples Natural Gas Company	9,945.65	828.80
Philadelphia Authority for Industrial Development	7,023.07	585.26
Philadelphia Gas Works	19,278.73	1,606.56
T. W. Phillips Gas & Oil Company	1,582.73	131.89
Proliance Energy, LLC	1,608.67	134.06
Providence Gas Company, The	10,215.26	851.27
Public Service Electric and Gas Company	54,373.02	4,531.06
Public Service of North Carolina	2,612.58	217.72
Rochester Gas and Electric Corporation	8,517.82	709.82
Southern Connecticut Gas Company	10,926.93	910.58
Sun Company, Inc.	1,057.24	88.10
Texas-Ohio Gas, Inc.	1,006.25	83.85
UGI Utilities, Inc.	27,083.67	2,256.97
Union Electric Company	3,274.70	272.89
Union Natural Gas Pipeline Company	92.67	7.72
United Cities Gas Company	359.54	29.96
Valero Refining - NJ	402.76	33.56
Virginia Natural Gas, Inc.	2,591.51	215.96
Washington Gas Light Company	4,576.51	381.38
Woodward Marketing, Inc.	5,998.68	499.89
Yankee Gas Services Company	15,445.56	1,287.13
Total	\$547,163.24	\$45,596.94

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP99-243-000

Sixth Revised Sheet No. 151-155 Sixth Revised Sheet No. 151-155 : Effective
Superseding: Fifth Revised Sheet No. 151-155

Sixth Revised Sheet Nos. 151-155
are being reserved for future use.

Effective Date: 12/01/2000 Status: Effective

FERC Docket: RP01-69-000

Sheet Nos. 156 - 196 Sheet Nos. 156 - 196 : Effective

Sheet Nos. 156 - 196 were previously issued,
but are now reserved for future use.

Effective Date: 10/01/1994 Status: Effective

FERC Docket: RP94-378-000

Sheet Nos. 197-199 Sheet Nos. 197-199 : Effective

Sheet Nos. 197-199 are being
reserved for future use.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Second Revised Sheet No. 200 Second Revised Sheet No. 200 : Effective
Superseding: First Revised Sheet No. 200
RATE SCHEDULE CDS

COMPREHENSIVE DELIVERY SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule CDS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule CDS is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule constitutes one of the "no-notice" service options as that term is used in Order No. 636 available from Pipeline.

2.2 Subject to Sections 2.3 and 2.4 of this Rate Schedule CDS, Pipeline shall deliver to those delivery points on Pipeline's system as specified in the executed service agreement or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), for Customer's account, as requested for any day, natural gas quantities up to Customer's Maximum Daily Quantity (MDQ). Customer's MDQ shall be specified in the executed service agreement.

2.3 Subject to variances as may be permitted by Section 2.4 of this Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), daily quantities of gas equal to the daily quantities delivered to Customer pursuant to Section 2.2 up to Customer's MDQ, plus Applicable Shrinkage.

2.4 (A) Pursuant to this Section 2.4, Customer may cause natural gas to be delivered to Pipeline for the purpose of receiving "no-notice" service in a manner which is different from that required by Section 2.3 of this Rate Schedule CDS as provided in Section 2.4(B) or Section 2.4(C) below. If Customer does not elect to tender natural gas quantities in advance for "no-notice" service as provided in Section 2.4(B), Customer must tender natural gas quantities to Pipeline no more than two (2) business days after commencement of such "no-notice" service in order to initiate correction of the scheduling variance created while receiving "no-notice" service. The difference in scheduled receipts and scheduled deliveries must be at a minimum, equal to the level of "no-notice" service received (whether

RATE SCHEDULE CDS
(Continued)

an increase or decrease) two (2) business days prior and must continue for the period of time required to correct the scheduling variance created while receiving such "no-notice" service; provided, however, Customer is not required on any day to tender in excess of its MDQ. If a Customer schedules the delivery of its MDQ, that Customer is not required to, but may include in the quantity of gas scheduled for receipt, quantities of gas for the purpose of correcting prior scheduling variances. Any remaining scheduling variance will be corrected as an imbalance at the end of the month in accordance with Section 2.4(D) herein. To the extent Customer notifies Pipeline of Customer's tender of natural gas prior to the date such natural gas will be delivered to Customer and Pipeline agrees to such pre-injection, Customer will receive a credit against the Reservation component of its invoice for such pre-injection quantities of gas. The applicable Pre-injection Credit Rate is set forth on Sheet No. 25.

- (B) In the event Customer desires to pre-inject receipts or reduce receipts in anticipation of an increase or decrease in its scheduled deliveries, Customer shall notify Pipeline of such desire pursuant to Section 4 of Pipeline's General Terms and Conditions. Pipeline shall perform "no-notice" service at the level of increased or decreased receipts for a period of two (2) business days beginning upon Pipeline's initiation of "no-notice" service.
- (C) In the event Customer requires an increase or decrease in its scheduled deliveries, and (1) Customer provides notice to Pipeline of such requirement pursuant to Section 4 of Pipeline's General Terms and Conditions, (2) such corresponding increase or decrease in Customer's scheduled receipts cannot be confirmed contemporaneously by Pipeline, and (3) Customer has not previously scheduled increased or decreased receipts into Pipeline's system for "no-notice" service, Pipeline shall perform service at the level of scheduled increased or decreased deliveries for a period of two (2) business days beginning upon Pipeline's receipt of such notice.
- (D) If Customer is out of balance at the end of any month due to invocation of the "no-notice" provisions of Rate Schedule CDS, Customer will be allowed to reduce by in-kind balancing any "no-notice" imbalance to zero within five (5) days after notification by Pipeline. Any remaining imbalance shall be reconciled in accordance with Section 8.1 of the General Terms and Conditions.

RATE SCHEDULE CDS
(Continued)

2.5 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule; provided, it is agreed by all Rate Schedule CDS Customers that Pipeline may, but is not obligated to, develop new storage fields and add facilities as necessary to provide service hereunder.

3. RATE

3.1 The applicable rates for service hereunder in each zone are those uniform rates set forth in the currently effective Sheet Nos. 25, 26, 27, 28 and 29 of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern program pursuant to Section 3.7 of this rate schedule are those CRP reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s). In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 26, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day and less than 110% of Customer's maximum daily contractual entitlement for such day.

Effective Date: 05/29/1996 Status: Effective

FERC Docket: RP96-218-000

Original Sheet No. 202A Original Sheet No. 202A : Effective

RATE SCHEDULE CDS
(Continued)

- (3) The Usage-3 Charge Rate, as set forth on Sheet No. 26, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such day.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 203 Original Sheet No. 203 : Effective

RATE SCHEDULE CDS
(Continued)

Usage Charge Rates will be assessed upon the zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 26, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day and less than 110% of Customer's maximum daily contractual entitlement for such day.
- (3) The Usage-3 Charge Rate, as set forth on Sheet No. 26, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such day.

Usage Charge Rates will be assessed upon the zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on Sheet No. 29, per month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet No. 29.

3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be

First Revised Sheet No. 204 First Revised Sheet No. 204 : Effective

RATE SCHEDULE CDS
(Continued)

decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 25 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern (CRP)

- (A) The CRP election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on Sheet Nos. 25 and 27. Billing and payment of CRP Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK System. Rates reflecting such Customer election shall be posted on the LINK System. The total Reservation Charges resulting from CRP will not exceed the total Reservation Charges Customer would pay without the CRP election for the same 12 month period. An adjustment, if necessary, will be included on the invoice for the last month of the CRP period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's

RATE SCHEDULE CDS
(Continued)

uniform effective rates equal the Reservation Charges received by Pipeline under the CRPp rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRPp invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRPp election had not been made.

- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRPp period may elect flexible maximum reservation rates under CRPp that are derived from the maximum uniform rates for service on the effective Sheet Nos. 25 and 27. Customer shall submit to Pipeline by September 1 on an annual basis an executed Exhibit D to its service agreement in order to participate in the CRPp program. Customers electing CRPp will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRPp program. Annual CRPp rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.
- (C) The usage rates set forth on Sheet Nos. 26, 28 and 29 shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

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FERC Docket: RS92- 11-009

Original Sheet No. 205 Original Sheet No. 205 : Effective

RATE SCHEDULE CDS
(Continued)

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed CDS Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

11. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS, FT-1 AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2, and SGS and Customers under Rate Schedule FT-1 and SS-1 may enter into CDS Service Agreements for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993. Customers converting a portion of their MDQ under Rate Schedule FT-1 to a level of service under Rate Schedule CDS shall have their Rate Schedule FT-1 MDQ reduced by an equivalent amount of such conversion.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

Effective Date: 10/01/1994 Status: Effective
FERC Docket: RP94-357-000

First Revised Sheet No. 206 First Revised Sheet No. 206 : Effective
Superseding: Original Sheet No. 206
Rate Schedule CDS
(Continued)

13. SEGMENTED TRANSPORTATION RIGHTS

13.1 In addition to any other transportation rights under this Rate Schedule and the executed Rate Schedule CDS Service Agreement, to the extent that service pursuant to this Section 13.1 shall not impair Pipeline's ability to satisfy Pipeline's firm obligations to receive or to deliver gas for any other customer, and/or will not impair the safe operation of Pipeline's facilities, a Customer under this Rate Schedule, who is paying rates calculated pursuant to Section 3.2 of this Rate Schedule, may cause Pipeline to deliver quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates. Such quantities of gas shall be delivered at any point within Customer's Transportation Path in such applicable Market Zones up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the delivery is to be made. In the event Customer causes Pipeline to deliver gas pursuant to this Section 13.1, Customer may cause Pipeline to receive additional quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the receipt is to be made, plus Applicable Shrinkage.

13.2 Customer shall nominate and Pipeline shall schedule service hereunder in accordance with Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Quantities of gas delivered pursuant to Section 13.1 of this Rate Schedule at the SS-1 Storage Point, the FSS-1 Storage Point and the ISS-1 Storage Point shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has delivered a quantity of gas in excess of Customer's MDQ.

13.3 The quantities of gas delivered and received by Pipeline pursuant to Section 13.1 of this Rate Schedule and quantities of gas received by Pipeline for delivery pursuant to Section 13.1 of this Rate Schedule shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has received or delivered a quantity of gas for Customer's account in excess of Customer's MDQ; provided, however, in the event Pipeline is required to calculate a Reservation Charge Adjustment pursuant to Section 3.5 of this Rate Schedule, quantities of gas delivered by Pipeline on any day pursuant to Section 13.1 of this Rate Schedule shall be considered as part of the gas delivered in satisfaction of Pipeline's firm obligations on such day.

Effective Date: 10/01/1994 Status: Effective

FERC Docket: RP94-357-000

Sheet Nos. 207-210 Sheet Nos. 207-210 : Effective

Sheet Nos. 207-210 are
being reserved for future use.

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP01- 69-000

Ninth Revised Sheet No. 211 Ninth Revised Sheet No. 211 : Effective
Superseding: Eighth Revised Sheet No. 211

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1 AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule FT-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FT-1 is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Such MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement or those points available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

3. RATE

3.1 The applicable rates for service hereunder in each zone are those uniform rates set forth in the currently effective Sheet Nos. 30, 31, 32, 33, 34, 34B, 34C, 34D, and 34E of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.7 of this Rate Schedule, are those CRP™ reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s).

Effective Date: 05/29/1996 Status: Effective

FERC Docket: RP96-218-000

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

RATE SCHEDULE FT-1
(Continued)

In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP01-69-000

Sixth Revised Sheet No. 212 Sixth Revised Sheet No. 212 : Effective
Superseding: Fifth Revised Sheet No. 212

RATE SCHEDULE FT-1
(Continued)

2.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement and which is not available from capacity pursuant to incremental facility expansions implemented on or after June 1, 1993, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.

(2) The Usage-2 Charge Rate, as set forth on Sheet No. 31, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day. Or,

For Customers executing a service agreement for transportation which is available from capacity pursuant to incremental facility expansions implemented on or after June 1, 1993, Customer shall pay Pipeline each month in lieu of charges under 3.2(A) and 3.2 (B), herein, the sum of the following amounts:

(C) Reservation Charge:

The Reservation Charge Rate, as set forth on Sheet Nos. 34B, 34C, 34D and 34E, multiplied by each Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet Nos. 34B, 34C, 34D, and 34E. And,

(D) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-2 Charge Rate, as set forth on Sheet Nos. 34B, 34C, 34D, and 34E, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

Usage Charge Rates will be assessed upon the zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

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FERC Docket: CP92-184-003

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

RATE SCHEDULE FT-1
(Continued)

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.

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FERC Docket: RS92- 11-009

Original Sheet No. 213 Original Sheet No. 213 : Effective

RATE SCHEDULE FT-1
(Continued)

- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 31, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

Usage Charge Rates will be assessed upon the zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on Sheet No. 34, per month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet No. 34.

3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 30 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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

RATE SCHEDULE FT-1
(Continued)

(E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern™ (CRP™)

(A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on Sheet Nos. 30, 32, 34, 34B and 34C. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 month period. An adjustment, if necessary, will be included on the invoice for the last month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.

(B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Sheet Nos. 30, 32, 34, 34B and 34C. Customer shall submit to Pipeline by September 1 on an annual basis an executed Exhibit D to its service agreement in order to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

Substitute Original Sheet No. 214A Substitute Original Sheet No. 214A : Effective

RATE SCHEDULE FT-1
(Continued)

- (C) The usage rates set forth on Sheet Nos. 31 and 33 shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed FT-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

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FERC Docket: RP94- 20-000

First Revised Sheet No. 215 First Revised Sheet No. 215 : Effective
Superseding: Original Sheet No. 215

RATE SCHEDULE FT-1
(Continued)

11. RESERVED FOR FUTURE USE

12. ORIGINAL VOLUME NO. 2 CONVERSIONS AND INDIVIDUAL CERTIFICATED RATE
SCHEDULE CONVERSIONS

12.1 Those Original Volume No. 2 agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules X-43, X-74, X-79, X-80, X-88, X-89, X-90, X-91, X-100, X-101, X-102, X-103, X-104, and X-121 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Agreements shall be determined pursuant to this Rate Schedule FT-1.

12.2 Those individual certificated rate schedule agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules FTS, FTS-2, FTS-4, FTS-5, SS-2, excluding the storage component, (i.e. - Rate Schedule FTS-7) and SS-3, excluding the storage component, (i.e. - Rate Schedule FTS-8) X-127, X-129, X-130, X-135, X-136 and X-137 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993, subject to (1) Pipeline's receipt of any necessary authorization as required by the Commission, (2) such Customer's agreement to continue to pay Pipeline an incremental surcharge for such service in order for Pipeline to fully recover its approved cost of service. As of the date Pipeline receives any necessary authorization as required by the Commission, the rights and obligations of the parties to the individual certificated rate schedule agreements shall be determined pursuant to this Rate Schedule FT-1.

13. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2 and SGS and Customers under Rate Schedule SS-1 may enter into an FT-1 Service Agreement for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993.

14. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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Second Revised Sheet No. 216 Second Revised Sheet No. 216 : Effective
Superseding: First Revised Sheet No. 216
Rate Schedule FT-1
(Continued)

15. SEGMENTED TRANSPORTATION RIGHTS

15.1 In addition to any other transportation rights under this Rate Schedule and the executed Rate Schedule CDS Service Agreement, to the extent that service pursuant to this Section 15.1 shall not impair Pipeline's ability to satisfy Pipeline's firm obligations to receive or to deliver gas for any other customer, and/or will not impair the safe operation of Pipeline's facilities, a Customer under this Rate Schedule, who is paying rates calculated pursuant to Section 3.2 of this Rate Schedule, may cause Pipeline to deliver quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates. Such quantities of gas shall be delivered at any point within Customer's Transportation Path in such applicable Market Zones up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the delivery is to be made. In the event Customer causes Pipeline to deliver gas pursuant to this Section 15.1, Customer may cause Pipeline to receive additional quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the receipt is to be made, plus Applicable Shrinkage.

15.2 Customer shall nominate and Pipeline shall schedule service hereunder in accordance with Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Quantities of gas delivered pursuant to Section 13.1 of this Rate Schedule at the SS-1 Storage Point, the FSS-1 Storage Point and the ISS-1 Storage Point shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has delivered a quantity of gas in excess of Customer's MDQ.

15.3 The quantities of gas delivered and received by Pipeline pursuant to Section 15.1 of this Rate Schedule and quantities of gas received by Pipeline for delivery pursuant to Section 15.1 of this Rate Schedule shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has received or delivered a quantity of gas for Customer's account in excess of Customer's MDQ; provided, however, in the event Pipeline is required to calculate a Reservation Charge Adjustment pursuant to Section 3.5 of this Rate Schedule, quantities of gas delivered by Pipeline on any day pursuant to Section 15.1 of this Rate Schedule shall be considered as part of the gas delivered in satisfaction of Pipeline's firm obligations on such day.

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Fourth Revised Sheet No. 223 Fourth Revised Sheet No. 223 : Effective
Superseding: Third Revised Sheet No. 223

RATE SCHEDULE SCT

SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to:

- (a) former Customers who as of October 31, 1992 were (i) Customers under Rate Schedules CD-1, CD-2, DCQ and SGS or (ii) Customers under Rate Schedule FT-1 as a result of conversion from Rate Schedules CD-1, CD-2, DCQ and SGS, or;
- (b) new Customers who as of May 18, 1992, purchased a firm sales service from an interstate pipeline who in turn purchased a firm sales service from Texas Eastern Transmission Corporation (hereinafter called Pipeline) under Rate Schedules CD-1 or CD-2, or,
- (c) former or new Customers who obtain capacity under Section 2.4 herein and Section 3.14 of the General Terms and Conditions; and

which in either case on or after June 1, 1993, have MDQs in the aggregate under all of the following firm transportation Rate Schedules CDS, FT-1 and SCT of 5,987 Dth or less, excluding any quantities provided pursuant to facility expansions authorized by the Commission in Docket No. CP88-180 (hereinafter called Customer), when Customer and Pipeline have executed a service agreement for service under Rate Schedule SCT. Such Service Agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SCT is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule constitutes one of the "no-notice" service options as that term is used in Order No. 636 available from Pipeline.

2.2 A Customer executing a service agreement under this Rate Schedule SCT has the right to make an election to convert its service in its entirety from firm transportation service under this Rate Schedule to firm transportation service under either Rate Schedule FT-1 or Rate Schedule CDS by providing written notice of such election on or before June 1 of any year. As part of such conversion, such converting Customer has the right to reduce its MDQ to be applicable under such Rate Schedule CDS or FT-1 upon such written notice of its election to convert. Such conversion and reduction shall be effective as of November 1 and each November 1 thereafter.

2.3 On any day Customer may receive up to 104% of its MDQ or 239 Dth on any day, whichever is greater, for those Customers whose MDQ is between 3,115 and 5,987 Dth per day, or 479 Dth per day for those Customers whose

RATE SCHEDULE SCT
(Continued)

MDQ is 3,115 Dth or less; provided, however, that such Customer resolves any imbalance attributable to such overrun within five (5) days after notification by Pipeline.

2.4 Customers under Rate Schedule SCT will be permitted to participate in Pipeline's capacity release program subject to the terms and conditions hereof and of Section 3.14 of the General Terms and Conditions. Firm transportation capacity held by an SCT Customer shall be assigned to the Replacement or Prearranged Customer as a service agreement executed under Rate Schedule SCT. A Customer under Rate Schedule SCT who has elected to release any of its SCT capacity shall not be eligible to pay Pipeline rates pursuant to Section 3.2 (D) herein and shall be subject to the minimum and maximum rates pursuant to Sections 3.2 (A), (B) and (C) herein for the duration of the release.

3. RATE

3.1 The applicable rates for service hereunder in each zone are those uniform rates set forth in the currently effective Sheet Nos. 35, 36, 37, 38, 39 and 40 of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern program pursuant to Section 3.8 of this Rate Schedule, are those CRP reservation charge rates determined pursuant to said Section 3.8 applicable to Customer. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s). In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For service agreements under which the Customer is entitled to firm Point(s) of Receipt in the Access Area and has specified firm Point(s) of Delivery in the Market Area, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

- (1) For the Market Area, the Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Market Area billing determinants which shall be the MDQ specified in the executed service agreement or the peak day total quantity delivered at the interconnection(s) with Customer (less any storage service) in the twelve (12) months ending with the billing month, whichever is less; and

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Superseding: Original Sheet No. 225

RATE SCHEDULE SCT
(Continued)

- (2) For the Access Area, the Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; provided, however, in the event the Market Area billing determinants are less than the MDQ, the Access Area applicable billing determinants will be reduced to conform to the ratio of Market Area billing determinants to the MDQ. And,
- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day and less than 110% of Customer's maximum daily contractual entitlement for such day.
- (3) The Usage-3 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such day. And,
- (C) Demand Charge:
- The Demand Charge, as set forth on Sheet No. 35 multiplied by the MDQ specified in the executed service agreement, and
- (D) Alternate Usage Charge:
- The Alternate Usage Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas delivered for the month pursuant to the executed service agreement, when Customers actual load factor for all quantities delivered at the interconnection(s) with Customer (less any storage service) for the twelve (12) months ending with the billing month is less than 20%.
- Such charge under 3.2(D) will be in lieu of charges under 3.2(A) and 3.2(B), herein. This Section 3.2(D) shall not be applicable to those Customers electing to participate in the CRPp program pursuant to Section 3.8 of this Rate Schedule.

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RATE SCHEDULE SCT
(Continued)

3.3 For service agreements under which the Customer is entitled to firm Point(s) of Receipt and has specified firm Point(s) of Delivery wholly within the Access Area or service agreements under which the Customer is entitled to firm Point(s) of Receipt and has specified firm Point(s) of Delivery wholly within the Market Area, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day and less than 110% of Customer's maximum daily contractual entitlement for such day.
- (3) The Usage-3 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such day. And,

(C) Demand Charge:

The Demand Charge, as set forth on Sheet No. 35 multiplied by the MDQ specified in the executed service agreement, and

(D) Alternate Usage Charge:

The Alternate Usage Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas delivered for the month pursuant to the executed service agreement, when Customers actual load factor for all

RATE SCHEDULE SCT
(Continued)

quantities delivered at the interconnection(s) with Customer (less any storage service) for the twelve (12) months ending with the billing month is less than 20%.

Such charge under 3.3(D) will be in lieu of charges under 3.3(A) and 3.3(B), herein. This Section 3.3(D) shall not be applicable to those Customers electing to participate in the CRPp program pursuant to Section 3.8 of this Rate Schedule.

The Reservation Charge for purposes of Section 3.3(A) shall be calculated based on the Transportation Path Quantity specified in the executed service agreement.

3.4 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ as specified in the executed service agreement; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day and less than 110% of Customer's maximum daily contractual entitlement for such day.
- (3) The Usage-3 Charge Rate, as set forth on Sheet No. 36, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such day.

RATE SCHEDULE SCT
(Continued)

The Reservation Charge for purposes of Section 3.4(A) shall be calculated based on Customer's access to natural gas from Point(s) of Receipt in Pipeline's various zones for redelivery to the various Point(s) of Delivery in Pipeline's zones ("Transportation Path"), as set forth on Exhibit A of the executed SCT Service Agreement which defines the maximum capacity reserved, first across zones and then within zones. For each Transportation Path the applicable Reservation Charge shall be based on the specified Transportation Path Quantity.

3.5 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on Sheet No. 40, per month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet No. 40.

3.6 Except as provided in Section 3.7 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 35 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.7 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.6 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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RATE SCHEDULE SCT
(Continued)

- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.7(C) and 3.7(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.8 Customized Reservation Pattern (CRPp)

- (A) The CRPp election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on Sheet Nos. 35, 38 and 40. Billing and payment of CRPp Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINKp System. Rates reflecting such Customer election shall be posted on the LINKp System. The total Reservation Charges resulting from CRPp will not exceed the total Reservation Charges Customer would pay without the CRPp election for the same 12 month period. An adjustment, if necessary, will be included on the invoice for the last month of the CRPp period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRPp rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRPp invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRPp election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRPp period may elect flexible maximum reservation rates under CRPp that are derived from the maximum uniform rates for service on the effective Sheet Nos. 35, 38 and 40. Customer shall submit to Pipeline by September 1 on an annual basis an executed Exhibit D to its service agreement in order to participate in the CRPp program. Customers electing CRPp will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRPp program. Annual CRPp rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

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Substitute Original Sheet No. 229A Substitute Original Sheet No. 229A : Effective

RATE SCHEDULE SCT
(Continued)

(C) The usage rates set forth on Sheet Nos. 36 and 39 shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

6. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

7. RATE SCHEDULE CDS

Except where this Rate Schedule expresses a contrary intent, all of the terms and conditions of Rate Schedule CDS are hereby incorporated as a part of this Rate Schedule for all intents and purposes as if fully copied and set forth herein at length.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE SCT
(Continued)

9. SEGMENTED TRANSPORTATION RIGHTS

9.1 In addition to any other transportation rights under this Rate Schedule and the executed Rate Schedule SCT Service Agreement, to the extent that service pursuant to this Section 9.1 shall not impair Pipeline's ability to satisfy Pipeline's firm obligations to receive or to deliver gas for any other customer, and/or will not impair the safe operation of Pipeline's facilities, a Customer under this Rate Schedule, who is paying rates calculated pursuant to Sections 3.2 or 3.3 of this Rate Schedule, may cause Pipeline to deliver quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates. Such quantities of gas shall be delivered at any point within Customer's Transportation Path in such applicable Market Zones up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the delivery is to be made. In the event Customer causes Pipeline to deliver gas pursuant to this Section 9.1, Customer may cause Pipeline to receive additional quantities of gas in Market Zones upstream of the Market Zone in which Customer's Transportation Path terminates up to the lesser of Customer's MDQ or the sum of Customer's maximum daily contractual entitlements on the 24-inch line, the 30-inch line, the Texas Gas Transmission Corporation loop and the Trunkline Gas Company loop applicable to the upstream Market Zone in which the receipt is to be made, plus Applicable Shrinkage.

9.2 Customer shall nominate and Pipeline shall schedule service hereunder in accordance with Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Quantities of gas delivered pursuant to Section 9.1 of this Rate Schedule at the SS-1 Storage Point, the FSS-1 Storage Point and the ISS-1 Storage Point shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has delivered a quantity of gas in excess of Customer's MDQ.

9.3 The quantities of gas delivered and received by Pipeline pursuant to Section 9.1 of this Rate Schedule and quantities of gas received by Pipeline for delivery pursuant to Section 9.1 of this Rate Schedule shall be excluded from Pipeline's calculation solely for the purpose of determining whether Pipeline has received or delivered a quantity of gas for Customer's account in excess of Customer's MDQ; provided, however, in the event Pipeline is required to calculate a Reservation Charge Adjustment pursuant to Section 3.6 of this Rate Schedule, quantities of gas delivered by Pipeline on any day pursuant to Section 9.1 of this Rate Schedule shall be considered as part of the gas delivered in satisfaction of Pipeline's firm obligations on such day.

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Sheet Nos. 231-234 Sheet Nos. 231-234 : Effective

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Second Revised Sheet No. 235 Second Revised Sheet No. 235 : Effective
Superseding: First Revised Sheet No. 235
RATE SCHEDULE PTI

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available from May 1 through October 31 to any party (hereinafter called Customer) which has requested interruptible transportation service for purposes of injection of gas into storage, whether Texas Eastern Transmission Corporation's (hereinafter called Pipeline) or third party storage, and/or as replacement service for former service under Rate Schedule ACQ pursuant to Section 3 of Pipeline's General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule PTI. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule PTI is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Rate Schedule PTI provides for an interruptible transportation service which shall be available on May 1 through October 31 (hereinafter called Summer Season). Service under this Rate Schedule shall not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Rate Schedule PTI shall have priority over all other interruptible services rendered by Pipeline and shall be subject to interruption only to the extent necessary for Pipeline, at its sole discretion, to satisfy its firm obligations under firm rate schedules or in the event of force majeure. No later than fifteen (15) days prior to the commencement of the Summer Season any Customer hereunder shall submit a nomination for the quantity of gas desired by Customer to be transported during the Summer Season for injection into storage and/or as replacement service for former service under Rate Schedule ACQ. The scheduled quantities pursuant to such nomination (hereinafter called Summer Quantity) divided by 184 shall establish the Maximum Daily Quantity (MDQ) for such period of time; provided, however, to the extent transportation hereunder is for purposes of injection into Pipeline's storage, the MDQ hereunder shall not exceed the sum of (i) the Maximum Daily Injection Quantity (MDIQ) or MDQ, as applicable, as specified in the applicable storage service agreement(s) with Pipeline for whom gas is to be injected under such service agreement and (ii) to the extent transportation hereunder is for purposes of injection into third party storage, the quantity of gas such third party is willing to accept on a daily basis for such Customer.

2.3 Customer may tender and Pipeline shall accept, for Customer's account every day during the term of the service agreement hereunder at all Points of Receipt a cumulative quantity of natural gas on any day equal to the MDQ, plus Applicable Shrinkage, until Pipeline has received a quantity equal to the Summer Quantity, plus Applicable Shrinkage, established prior to the beginning of the applicable Summer Season pursuant to Section 2.1. Pipeline shall transport and deliver for Customer's account for injection into storage such daily quantities tendered up to such Customer's MDQ.

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RATE SCHEDULE PTI
(Continued)

2.4 In the event Customer should fail, in part or in whole, to take delivery of Customer's full MDQ, Pipeline shall not make adjustments to any amount prepaid by Customer for service hereunder. In the event in any month Pipeline should fail to schedule and/or deliver all of Customer's nominated quantities for such month, Pipeline shall at Customer's option either (a) credit any amount prepaid by Customer for service hereunder by an amount equal to the applicable rate as specified in Section 3.1 multiplied by the quantity of gas nominated but not scheduled and/or delivered for such month, or (b) make such quantities of gas nominated but not scheduled and/or delivered available to such Customer as an increment to the original nominated quantities by averaging such quantities over the remaining term of the nomination for that Summer Season.

2.5 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet Nos. 41 and 41A of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 41 and 41A. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline the rate specified above in Section 3.1 multiplied by the quantity of gas delivered for each month of service during the Summer Season pursuant to the executed service agreement. In addition, prior to the date service is to commence under this Rate Schedule, Customer shall prepay Pipeline for such first month of service, and thereafter, Customer shall continue to pay Pipeline, in advance, for the service to be received in the next calendar month.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline the Usage Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas delivered for the month pursuant

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RATE SCHEDULE PTI
(Continued)

to the executed service agreement. In addition, prior to the date service is to commence under this Rate Schedule, Customer shall prepay Pipeline for such first month of service, and thereafter, Customer shall continue to pay Pipeline, in advance, for the service to be received in the next calendar month.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

5.1 Nominations and Scheduling For service under this Rate Schedule Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions not less than fifteen (15) days prior to the beginning of the applicable Summer Season of the total volume of gas Customer desires Pipeline to transport under this Rate Schedule during that period. Customer's nomination may not exceed the sum of Customer's available storage capacity under Pipeline's storage Rate Schedules and/or if applicable, the total quantity confirmed by the operator of the third party storage or the intermediate interconnecting pipeline and/or, if applicable, the former service level under Rate Schedule ACQ. Pipeline shall allocate capacity available for service under this Rate Schedule on a pro rata basis based upon the nominated Maximum Daily Quantity of all nominating Customers who have submitted valid nominations from and including January 1 to and including March 15. No nomination for that Summer Season shall be deemed a valid nomination if such nomination is submitted prior to January 1 of any year. Pipeline shall allocate all remaining capacity available for service after scheduling those valid nominations received prior to March 16 under this Rate Schedule on a pro rata basis based upon the nominated Maximum Daily Quantity of all nominating Customers who have submitted valid nominations from and including March 16 to and including April 15. Valid nominations received prior to March 16 shall have priority over valid nominations received on or after March 16. In the event Pipeline is unable to accept all valid nominations hereunder which have the same priority, the available PTI quantities shall be allocated to the nominating Customers who have the same priority on a pro rata basis based upon the nominated Maximum Daily Quantity of all nominating Customers who have the same priority. To the extent there are conflicts between the scheduling provision in this Section 5 and Section 4 of Pipeline's General Terms and Conditions of Pipeline's FERC Gas Tariff, Section 5 of this Rate Schedule PTI shall control.

5.2 Delivery of Gas Based upon Customer's scheduled quantities pursuant to such nomination and Section 5.1 of this Rate Schedule, Pipeline shall deliver for injection into storage and/or as replacement service for former service under Rate Schedule ACQ, as specified by Customer, such

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RATE SCHEDULE PTI
(Continued)

Customer's MDQ, which MDQ shall be determined by dividing Customer's scheduled quantities of gas by 184; provided, however, to the extent transportation hereunder is for purposes of injection into Pipeline's storage, the MDQ hereunder shall not exceed the sum of (i) the Maximum Daily Injection Quantity (MDIQ) and/or MDQ as specified in the applicable storage service agreement(s) with Pipeline for whom gas is to be injected under such service agreement and (ii) to the extent transportation hereunder is for purposes of injection into third party storage, the quantity of gas such third party is willing to accept on a daily basis for such Customer.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed PTI Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 239-243 Original Sheet Nos. 239-243 : Effective

Original Sheet Nos. 239-243 are
being reserved for future use.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Second Revised Sheet No. 244 Second Revised Sheet No. 244 : Effective
Superseding: First Revised Sheet No. 244
RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule IT-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule IT-1 is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

2.3 Provided Pipeline's prior consent is obtained, Customer may tender quantities of gas in excess of the MDQ on any day if the tender and transportation of such gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements. Such excess quantities shall be billed in accordance with Section 3.2(B).

2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 245 Original Sheet No. 245 : Effective

RATE SCHEDULE IT-1
(Continued)

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet No. 42 of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 42. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 42, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 42, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RP94- 20-000

First Revised Sheet No. 246 First Revised Sheet No. 246 : Effective

Superseding: Original Sheet No. 246

RATE SCHEDULE IT-1

(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same point or points of delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed IT-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RP94- 20-000

First Revised Sheet No. 247 First Revised Sheet No. 247 : Effective
Superseding: Original Sheet No. 247

RATE SCHEDULE IT-1
(Continued)

11. RATE SCHEDULES TS-2, SS-2, SS-3 AND ORIGINAL VOLUME NO. 2
CONVERSIONS

11.1 Those Rate Schedule TS-2 agreements previously entered into by Customers with Pipeline for interruptible transportation service may be converted at any time to Rate Schedule IT-1 Service Agreements, at the Customers request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule TS-2 agreements shall be determined pursuant to this Rate Schedule IT-1. Priority shall be based on the date service originally commenced under Rate Schedule TS-2.

11.2 Customers under former Rate Schedules SS-2 and SS-3 may enter into IT-1 Service Agreements for any level of interruptible transportation service formerly provided under Rate Schedules SS-2 and SS-3, as of May 31, 1993. Priority shall be based on the date service originally commenced under Rate Schedules SS-2 and SS-3 which was November 18, 1979 and March 20, 1984, respectively.

11.3 Those Original Volume No. 2 agreements previously entered into by Customers with Pipeline for interruptible service under Rate Schedules X-92, X-93, X-96, X-97 and X-116 may be converted at any time to Rate Schedule IT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 agreements shall be determined pursuant to this Rate Schedule IT-1. Priority shall be based on the date service originally commenced under such Original Volume No. 2 agreement.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RP94- 20-000

First Revised Sheet No. 248 First Revised Sheet No. 248 : Effective
Superseding: Original Sheet No. 248

First Revised Sheet No. 248 is
being reserved for future use.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 249 Original Sheet No. 249 : Effective

RATE SCHEDULE LLFT

LEBANON LATERAL FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 Subject to Section 1.2 herein, this Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's Lebanon Lateral, as defined in Section 1.2 under this Rate Schedule LLFT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule LLFT is a part.

1.2 Initial service under this Rate Schedule LLFT is available pursuant to the acquisition, ownership, and operation of certain facilities (herein referred to as "Lebanon Lateral") as further defined in the final order accepting Docket No. CP92-459-000. As provided therein, Pipeline hereby agrees to preserve the priorities of Trunkline Gas Company's queue for firm transportation service existing for the Lebanon Lateral prior to the date of such final order.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Such MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of the Lebanon Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

Effective Date: 05/29/1996 Status: Effective
FERC Docket: RP96-218-000

First Revised Sheet No. 250 First Revised Sheet No. 250 : Effective
Superseding: Original Sheet No. 250

RATE SCHEDULE LLFT
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are those uniform rates set forth in the currently effective Sheet No. 42A of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern program pursuant to Section 3.6 of this Rate Schedule, are those CRP reservation charge rates determined pursuant to said Section 3.6 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 42A. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 42A, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ; and

RATE SCHEDULE LLFT
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
 - (2) The Usage-2 Charge Rate, as set forth on Sheet No. 42A, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 42A of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;

RATE SCHEDULE LLFT
(Continued)

- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Customized Reservation Pattern (CRP)

- (A) The CRP election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on Sheet No. 42A. Billing and payment of CRP Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK System. Rates reflecting such Customer election shall be posted on the LINK System. The total Reservation Charges resulting from CRP will not exceed the total Reservation Charges Customer would pay without the CRP election for the same 12 month period. An adjustment, if necessary, will be included on the invoice for the last month of the CRP period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP period may elect flexible maximum reservation rates under CRP that are derived from the maximum uniform rates for service on the effective Sheet No. 42A. Customer shall submit to Pipeline by September 1 on an annual basis an executed Exhibit D to its service agreement in order to participate in the CRP program. Customers electing CRP will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal

RATE SCHEDULE LLFT
(Continued)

contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRPp program. Annual CRPp rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

- (C) The usage rates set forth on Sheet No. 42A shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The quantity of gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

RATE SCHEDULE LLFT
(Continued)

8. IMBALANCES

- 8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable and subject to Sections 8.2 and 8.3 herein imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.
- 8.2 Customers who are tendering gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule as gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of gas by Pipeline under Rate Schedule LLFT and the quantity of gas scheduled to be received by Pipeline.
- 8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to other firm customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed LLFT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

RATE SCHEDULE LLIT

LEBANON LATERAL INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 Subject to Section 1.2 herein, this Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's Lebanon Lateral, as defined in Section 1.2 under this Rate Schedule LLIT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule LLIT is a part.

1.2 Initial service under this Rate Schedule LLIT is available pursuant to the acquisition, ownership, and operation of certain facilities (herein referred to as "Lebanon Lateral") as further defined in the final order accepting Docket No. CP92-459-000. As provided therein, Pipeline hereby agrees to preserve the priorities of Trunkline Gas Company's queue for interruptible transportation service existing for the Lebanon Lateral prior to the date of such final order.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

2.3 Provided Pipeline's prior consent is obtained, Customer may tender quantities of gas in excess of the MDQ on any day if the tender and transportation of such gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements. Such excess quantities shall be billed in accordance with Section 3.2(B).

2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of the Lebanon Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction

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FERC Docket: CP92-459-002

Original Sheet No. 253B Original Sheet No. 253B : Effective

RATE SCHEDULE LLIT
(Continued)

of transportation service hereunder.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 42A of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other Rate Schedules. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 42A. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 42A, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.

RATE SCHEDULE LLIT
(Continued)

- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 42A, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The quantity of gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

8.2 Customers who are tendering gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule LLIT as gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of gas by Pipeline under Rate Schedule LLIT and the quantity of gas scheduled to be received by Pipeline.

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FERC Docket: CP92-459-002

Original Sheet No. 253D Original Sheet No. 253D : Effective

RATE SCHEDULE LLIT
(Continued)

8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority customers. Three or more occurrences in any 30-day period of daily imbalances attributable to the same point sufficient to be assessed charges pursuant to this Section 8 shall be cause for suspension of Customer's right to utilize said point for three months.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed LLIT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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FERC Docket: RP93-192-000

Original Sheet No. 253E Original Sheet No. 253E : Effective

RATE SCHEDULE VKFT

VIOSCA KNOLL FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's facilities extending from Main Pass Block 165 to Viosca Knoll Block 203 (hereinafter called the Viosca Knoll Lateral) under this Rate Schedule VKFT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule VKFT is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Such MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of the Viosca Knoll Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

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First Revised Sheet No. 253F First Revised Sheet No. 253F : Effective
Superseding: Third Sub Original Sheet No. 253F

RATE SCHEDULE VKFT
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 42B of this FERC Gas Tariff and are hereby incorporated herein. The rates in this rate schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, Sections 15.2, 15.4 and 15.5 of Pipelines' General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 42B. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ and multiplied by the number of days in the month; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on Sheet No. 42B, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 Except as provided in Section 3.4 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 42B of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ and multiplied by the number of days in the month. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

RATE SCHEDULE VKFT
(Continued)

3.4 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.3 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.4(C) and 3.4(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The quantity of gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers natural gas to Customer under

RATE SCHEDULE VKFT
(Continued)

this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

- 8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.
- 8.2 Customers who are tendering gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule as gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of gas by Pipeline under Rate Schedule VKFT and the quantity of gas scheduled to be received by Pipeline.
- 8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to other firm customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed VKFT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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FERC Docket: RP93-192-000

Original Sheet No. 253I Original Sheet No. 253I : Effective

RATE SCHEDULE VKIT

VIOSCA KNOLL INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's facilities extending from Main Pass Block 165 to Viosca Knoll Block 203 (hereinafter called Viosca Knoll 203 Lateral) under this Rate Schedule VKIT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule VKIT is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

2.3 Provided Pipeline's prior consent is obtained, Customer may tender quantities of gas in excess of the MDQ on any day if the tender and transportation of such gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements.

2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of the Viosca Knoll Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

Sub Original Sheet No. 253J Sub Original Sheet No. 253J : Effective

RATE SCHEDULE VKIT
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 42B of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and to the extent such service quantities are not delivered hereunder for further transportation of Pipeline's system under one or more of Pipeline's other rate schedules, Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 42B. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 42B, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The quantity of gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that

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Sub Original Sheet No. 253K Sub Original Sheet No. 253K : Effective

RATE SCHEDULE VKIT
(Continued)

Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

- 8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.
- 8.2 Customers who are tendering gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule VKIT as gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of gas by Pipeline under Rate Schedule VKIT and the quantity of gas scheduled to be received by Pipeline.
- 8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed VKIT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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FERC Docket: RS92- 11-009

Original Sheet No. 254 Original Sheet No. 254 : Effective

RATE SCHEDULE TABS-1

TRANSPORTATION AGGREGATION BALANCING SERVICE

1. AVAILABILITY

1.1 This Open-access Rate Schedule is available to any party (hereinafter called the TABS-1 Party) which has requested transportation aggregation balancing service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule TABS-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule TABS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule TABS-1 permits the TABS-1 Party to assume the primary responsibility of matching the tender and receipt of gas by Pipeline with scheduled quantities pursuant to a nomination under Pipeline's applicable transportation Rate Schedules. In addition, the TABS-1 Party assumes the responsibility of assuring compliance with all terms and conditions governing the receipt of gas by Pipeline and Customer's obligations with respect thereto. To the extent gas attributable to a TABS-1 Party is tendered or caused to be tendered to Pipeline for subsequent allocation as receipts under transportation service agreements under Pipeline's applicable transportation Rate Schedules, any imbalance between actual receipts and scheduled quantities under such applicable transportation service agreements attributable to such gas tenders shall be the primary responsibility of the TABS-1 Party and shall be resolved pursuant to this Rate Schedule TABS-1. The Customer under the applicable transportation service agreements shall have no cost responsibility, absent default of the TABS-1 Party, for such imbalances.

2.2 TABS-1 Service Points Pipeline shall permit a TABS-1 Party to aggregate supply pursuant to this Rate Schedule TABS-1 from any or all of the Point(s) of Receipt within segments of Pipeline's system corresponding to the following TABS-1 Service Points listed below. The TABS-1 Service Agreement shall specify the following TABS-1 Service Point(s):

(A) STX Service Point:

Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX Service Point:

Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA Service Point:

Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

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FERC Docket: RP95-164-000

First Revised Sheet No. 255 First Revised Sheet No. 255 : Effective
Superseding: Original Sheet No. 255

RATE SCHEDULE TABS-1
(Continued)

(D) ELA Service Point:

Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

(E) Market Zone 1 - 24" Service Point

Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(F) Market Zone 1 - 30" Service Point

Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(G) Market Zone 2 - 24" Service Point

Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;

(H) Market Zone 2 - 30" Service Point

Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(I) Market Zone 3:

Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

For any month in which a Customer executing a Service Agreement containing access to any of Pipeline's Access Area Zones pursuant to Rate Schedule(s) CDS, FT-1, SCT, PTI or IT-1, and the TABS-1 Party agree that such TABS-1 Party shall provide service hereunder, such Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, containing the name of the TABS-1 Party, the contract number, the TABS-1 Service Points to be utilized by the TABS-1 Party, and such Customer's transportation service agreements for which the TABS-1 Party will assume the balancing responsibility. Upon receipt of such nomination and after Pipeline's confirmation, the TABS-1 Party shall be entitled to nominate, as agent for the Customers, an Equivalent Quantity on behalf of such Customers from specific Point(s) of Receipt contained in such Customer's transportation service agreements into the relevant TABS-1 Service Point and shall specify a ranking for each service agreement nominated out of the TABS-1 Service Point in accordance with Section 4 of the General Terms and Conditions. If the TABS-1 Party fails to provide such ranking, Pipeline will utilize as the default mechanism the scheduling procedures set forth in Section 4.1(G) of the General Terms and Conditions. Pipeline will schedule quantities of gas utilizing the ranking provided by the TABS-1 Party or the default mechanism.

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FERC Docket: RP95-164-000

Original Sheet No. 255A Original Sheet No. 255A : Effective

RATE SCHEDULE TABS-1
(Continued)

Each Customer's nomination shall be valid to nominate their Specific Quantity out of the relevant TABS-1 Service Point to the specific Point(s) of Delivery. An Equivalent Quantity is an aggregate quantity of gas equal to the aggregate nominations of all such Customers under the relevant transportation service agreements. A Specific Quantity is a quantity of gas equal to the nominations of each Customer under a relevant transportation service agreement.

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FERC Docket: RS92- 11-009

Original Sheet No. 256 Original Sheet No. 256 : Effective

RATE SCHEDULE TABS-1
(Continued)

2.3 Allocation methodologies shall be required from the TABS-1 Party for the TABS-1 Service Points in accordance with Section 18.2 of Pipeline's General Terms and Conditions.

2.4 Nothing herein shall limit Pipeline's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which threaten the integrity of its system, including actions taken pursuant to Sections 4 and 17 of Pipeline's General Terms and Conditions.

3. IMBALANCE RESOLUTION

3.1 It is the intent of the parties that the quantities of gas received into and scheduled out of each TABS-1 Service Point will balance. However, the parties recognize that operational variances may occur from day to day. Based on the information available Pipeline will provide notice to the TABS-1 Party of any imbalance situation which has occurred or may occur unless corrective action is taken.

3.2 Daily Imbalances Upon notification by Pipeline of a daily imbalance situation, the TABS-1 Party shall, within a reasonable time as specified at the time of notification by Pipeline in its reasonable judgment taking into account Pipeline's system operating conditions and other considerations as may be a result of such imbalance, provide Pipeline any information necessary to adjust receipts of gas under this Rate Schedule TABS-1 and/or deliveries of gas for the account of TABS-1 Party under the applicable transportation contracts, or elect and implement one or more of the options listed in this Section 3.2 in order to maintain or restore a daily balance between actual receipts and scheduled quantities. TABS-1 Party shall have the option under this Rate Schedule to resolve all or any fraction of the imbalance as follows:

- (A) Exchange an imbalance due Pipeline allocated to a TABS-1 Service Point under its TABS-1 Service Agreement with a balance due another TABS-1 Party allocated to the same TABS-1 Service Point under another TABS-1 Party's TABS-1 Service Agreement. Exchange of imbalances shall be accomplished upon notification to Pipeline by the applicable TABS-1 Parties. In addition, (a) upon request of the TABS-1 Party and subject to such TABS-1 Party being a LINKp System Subscriber and subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINKp System information regarding the TABS-1 Party's imbalance.
- (B) Transport an imbalance due a TABS-1 Party at one TABS-1 Service Point under a TABS-1 Service Agreement to an imbalance due Pipeline allocated to another TABS-1 Service Point. Transport of imbalances shall be accomplished by adjustments to a daily transportation nomination pursuant to the TABS-1 Parties' executed transportation service agreements.

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First Revised Sheet No. 257 First Revised Sheet No. 257 : Effective
Superseding: Sub Original Sheet No. 257

RATE SCHEDULE TABS-1
(Continued)

- (C) Utilize storage, provided capacity is available on Pipeline's system for transportation and for injection into storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to TABS-1 Party's executed Service Agreements, to resolve an imbalance due TABS-1 Party allocated to a TABS-1 Service Point by scheduling transportation and nominating that imbalance quantity for the applicable injection into storage.
- (D) Utilize storage, provided capacity is available on Pipeline's system for transportation and for withdrawal from storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such TABS-1 Party's executed Service Agreements, to resolve an imbalance due Pipeline allocated to a TABS-1 Service Point by nominating that imbalance quantity for the applicable withdrawal from storage.

3.3 End of Month Imbalances In accordance with Section 8.1 of the General Terms and Conditions of this FERC Gas Tariff, Pipeline will send a bill setting forth any imbalance that is allocated to TABS-1 Party's TABS-1 Service Agreement for that month.

- (A) To the extent any imbalance allocated to TABS-1 Party's TABS-1 Service Point(s) is not in excess of an imbalance level of 5% of TABS-1 Party's daily scheduled quantities for the month for each TABS-1 Service Point under the executed TABS-1 Service Agreement, TABS-1 Party will have the right to minimize the imbalance level, during the first five (5) business days after date of such bill, pursuant to Section 3.2(A) through 3.2(D) herein; provided that minimization does not require transportation through a point of active capacity constraint on Pipeline's system for that month. Any remaining imbalance shall be cashed-out in accordance with Section 8 of Pipeline's General Terms and Conditions.
- (B) To the extent any imbalance allocated to TABS-1 Party's TABS-1 Service Point(s) is in excess of an imbalance level of 5% of TABS-1 Parties' daily scheduled quantities for the month for each TABS-1 Service Point under the executed TABS-1 Service Agreement, TABS-1 Party's imbalance shall be cashed-out in accordance with Section 8 of Pipeline's General Terms and Conditions.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TABS-1 Party.

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Original Sheet No. 258-262 Original Sheet No. 258-262 : Effective

Original Sheet Nos. 258-262 are
being reserved for future use.

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FERC Docket: RS92- 11-009

Original Sheet No. 263 Original Sheet No. 263 : Effective

RATE SCHEDULE TABS-2

TRANSPORTATION AGGREGATION BALANCING SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called the TABS-2 Party) which has requested transportation aggregation balancing service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule TABS-2. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule TABS-2 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule TABS-2 shall permit a TABS-2 Party to pre-inject gas and/or alter receipts into Pipeline's system for the purpose of assisting Pipeline in attempting to avoid operational emergencies and/or the necessity for issuing operational flow orders, as more fully set forth in Section 3 herein, or, with Pipeline's consent, for the purpose of pre-injecting gas into Pipeline's system in anticipation by TABS-2 Parties of increased gas demand requirements as more fully set forth in Section 4 herein, or when necessary to alleviate gas supply shortages, as set forth in Section 5 herein. The pre-injection of gas can be accomplished by either (1) Pipeline's receipt of gas physically injected into its system at Point(s) of Receipt or (2) Pipeline's retention, by displacement, of gas otherwise scheduled for delivery out of its system at Point(s) of Delivery. Gas retained by displacement shall be deemed delivered under the applicable rate schedule and the applicable charges shall be paid by Customer to Pipeline.

3. PIPELINE OPERATIONAL REQUIREMENTS

3.1 In the event Pipeline is willing to allow pre-injection of gas into its system by TABS-2 Parties for the reasons set forth in Section 2 of this Rate Schedule TABS-2, Pipeline shall post on the LINK System: (a) the quantity of gas requested; (b) the TABS Service Point(s) at which such quantity of gas is required; (c) the period of time during which conforming offers will be accepted from TABS-2 Parties; and (d) whether TABS-2 Parties must leave pre-injected gas in Pipeline's system until further notice from Pipeline. Any pre-qualified TABS-2 Party may inform Pipeline during the time period specified in the posting of its desire to inject gas into Pipeline's system. Pipeline shall accept gas from TABS-2 Parties offered in conformance with the request posted by Pipeline on a first-come, first served basis.

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Original Sheet No. 264 Original Sheet No. 264 : Effective

RATE SCHEDULE TABS-2
(Continued)

3.2 After gas is no longer needed by Pipeline for purposes set forth in Section 2 of this Rate Schedule TABS-2, Pipeline shall then notify TABS-2 Parties of the same. TABS-2 Parties shall have five (5) days from such notification absent agreement to the contrary, in which to remove any remaining gas from Pipeline's system, or TABS-2 Parties may attempt to sell any remaining gas to Customers on Pipeline's system. In addition, (a) upon request of the TABS-2 Party and (b) subject to such TABS-2 Party being a LINKp System Subscriber and subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINKp System additional information regarding the TABS-2 Party's quantities available for sale, (e.g., (a) the quantity of gas available for sale by the TABS-2 Party, (b) the price requested by such TABS-2 Party, and (c) the TABS Service Point(s) at which such gas is available for sale). In the event the TABS-2 Party does not remove any remaining gas from Pipeline's system, whether by sale or other means, within five (5) days after notice from Pipeline, then (a) the TABS-2 Party's gas shall be deemed to be in storage pursuant to Rate Schedule ISS-1, and the TABS-2 Party shall pay, absent agreement to the contrary, the maximum rates thereunder for the period the TABS-2 Party leaves gas on Pipeline's system after such five (5) day period and until such gas is removed from Pipeline's system, or (b) in the event the TABS-2 Party is also a TABS-1 Party, such gas shall be transferred to the TABS-2 Party's TABS-1 Service Agreement and any imbalances thereunder shall be resolved in accordance with Section 8.1(E) of the General Terms and Conditions of this FERC Gas Tariff. When a TABS-2 Party's gas is transferred to its TABS-1 Service Agreement, such TABS-2 Party may utilize all or a portion of such gas to minimize its TABS-1 Service Agreement imbalance as set forth in Section 3.3 of Rate Schedule TABS-1.

3.3 In the event Pipeline needs to alter receipts and deliveries into its system such that the result is decreased receipts into the Pipeline to support system operation, Pipeline may post on the LINKp System: (a) the quantity of gas requested for decreased receipts into Pipeline's system; (b) the TABS-2 Service Point(s) at which such decreased receipts are requested; and (c) the period of time during which conforming offers will be accepted by Pipeline from TABS-2 Parties. Any pre-qualified TABS-2 Party may offer during the specified time period to decrease receipts into Pipeline at the TABS-2 Service Point(s) specified in the posting, and Pipeline shall accept conforming offers on a first-come, first-served basis. After Pipeline's anticipated need for decreased receipts has passed, Pipeline shall notify the TABS-2 Party of same, and the TABS-2 Party shall have a reasonable time in which to come back into balance.

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FERC Docket: RS92- 11-009

Original Sheet No. 265 Original Sheet No. 265 : Effective

RATE SCHEDULE TABS-2
(Continued)

4. TABS-2 PARTY PRE-INJECTION

In the event a TABS-2 Party requests the ability to pre-inject gas into Pipeline's system because it anticipates that certain of its gas purchasers may require additional quantities to meet projected gas demand, such TABS-2 Party must notify Pipeline of its objective and the quantity of gas proposed to be pre-injected at each TABS-2 Service Point(s); subject to Pipeline's concurrence and agreement with the reasonableness of the TABS-2 Party's projected increase in probable gas demand, such TABS-2 Party may pre-inject up to such quantity of gas. A TABS-2 Party pre-injecting gas pursuant to this Section 4 of this Rate Schedule TABS-2 may specify the purchasers for which it is pre-injecting and the length of time such TABS-2 Party will reserve pre-injected gas for such purchasers. Pipeline will post on the LINKp System the quantities being injected by TABS-2 Parties. In addition, (a) upon request of the TABS-2 Party and (b) subject to such TABS-2 Party being a LINKp System Subscriber and subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINKp System additional information regarding the TABS-2 Party's quantities available for sale. It shall be the responsibility of the TABS-2 Party pre-injecting gas pursuant to this Section 4 of Rate Schedule TABS-2 to negotiate, accept and/or consummate any sale transaction. In the event a pre-injecting TABS-2 Party's anticipated gas requirements do not arise, Pipeline shall notify such TABS-2 Party and such TABS-2 Party shall remove any remaining gas in accordance with the provisions of Section 3.2 herein.

5. CUSTOMER SUPPLY LOSS

In the event of a gas supply emergency of an individual Customer and (a) upon request of such Customer and (b) subject to such Customer being a LINKp System Subscriber and subject to Section 2.7 of Pipeline's General Terms and Conditions, Pipeline will post on the LINKp System the quantity of gas requested by such Customer, the price such Customer is willing to pay, and the TABS-2 Service Point(s) available to such Customer for receipts of gas under such Customer's transportation service agreement(s). TABS-2 Parties may bid to provide the gas requested. The negotiation, acceptance and/or consummation of any gas sale transaction pursuant to the provisions of Section 5 of this Rate Schedule TABS-2 shall be the responsibility of the parties and not of Pipeline. In addition, in the event a Customer is unable to satisfy its emergency gas acquisition needs pursuant to the provisions of this Rate Schedule TABS-2, Pipeline shall have no liability whatsoever to such Customer.

6. TABS-2 SERVICE POINTS

6.1 Pipeline shall permit the TABS-2 Party to tender gas pursuant to this Rate Schedule TABS-2 from any or all of the Point(s) of Receipt within segments of Pipeline's system corresponding to the TABS-2 Service Points listed below. The TABS-2 Service Agreement shall specify the following TABS-2 Service Point(s):

RATE SCHEDULE TABS-2
(Continued)

- (A) STX Service Point:
Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;
- (B) ETX Service Point:
Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas
- (C) WLA Service Point:
Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;
- (D) ELA Service Point:
Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;
- (E) Market Zone 1 - 24" Service Point
Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;
- (F) Market Zone 1 - 30" Service Point
Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;
- (G) Market Zone 2 - 24" Service Point
Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;
- (H) Market Zone 2 - 30" Service Point
Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;
- (I) Market Zone 3:
Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

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RATE SCHEDULE TABS-2
(Continued)

6.2 When a Customer has purchased gas from a TABS-2 Party pursuant to this Rate Schedule TABS-2 such Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, containing the name of the TABS-2 Party, the TABS-2 Service Point(s) from which such Customer will transport such gas, and such Customer's transportation service agreement(s) pursuant to which it will transport gas purchased from the TABS-2 Party. Upon receipt of such nomination and after Pipeline's confirmation with the TABS-2 Party, Customer shall be entitled to nominate such quantities from the applicable TABS-2 Service Point(s) and transport such quantities out of the applicable TABS-2 Service Point(s) to specific Point(s) of Delivery specified in such Customer's service agreement.

7. SUBSEQUENT TRANSPORTATION

Once Pipeline's Customer has scheduled the transportation of quantities purchased from a TABS-2 Party(s), such transportation shall in all respects be governed by such Customer's transportation service agreement and related rate schedule.

8. PIPELINE'S RESERVATIONS

Nothing herein shall limit Pipeline's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which threaten the integrity of its system, including actions taken pursuant to Sections 4 and 17 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not expressly contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer therein shall refer to the TABS-2 Party under this Rate Schedule TABS-2.

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RATE SCHEDULE MBA

MARKET BALANCING AGGREGATION

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called the MBA Party), which (1) with consent of the relevant Customers, desires to assume the primary responsibility of resolving pursuant to this Rate Schedule MBA the daily and monthly delivery imbalances of such Customers at Point(s) of Delivery under the transportation and/or storage service agreements between Texas Eastern Transmission Corporation (hereinafter called Pipeline) and such Customers, and (2) has requested market balancing aggregation pursuant to Section 3 of Pipeline's General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule MBA is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 To the extent any imbalance occurs between actual deliveries and scheduled quantities on a daily and monthly basis under a transportation and/or storage service agreement between Pipeline and Customer for which, as reflected in the executed Rate Schedule MBA Service Agreement and with the consent of such Customer, the MBA Party has assumed the primary responsibility for such imbalance pursuant to this Rate Schedule MBA, the Customer under the applicable transportation and/or storage service agreements shall have no cost responsibility, absent default of the MBA Party, for such imbalances. Pipeline shall permit the MBA Party to resolve delivery imbalances allocated to the MBA Party's MBA Service Agreement by MBA Zone. The MBA Zones are as follows:

(A) STX MBA Zone:

Point(s) of Delivery upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX MBA Zone:

Point(s) of Delivery downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA MBA Zone:

Point(s) of Delivery downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

RATE SCHEDULE MBA
(Continued)

- (D) ELA MBA Zone:
Point(s) of Delivery downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;
- (E) Market Zone 1 - 24" MBA Zone:
Point(s) of Delivery downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;
- (F) Market Zone 1 - 30" MBA Zone:
Point(s) of Delivery downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;
- (G) Market Zone 2 - 24" MBA Zone:
Point(s) of Delivery from the Illinois-Indiana state line to the suction side of Berne Station;
- (H) Market Zone 2 - 30" MBA Zone:
Point(s) of Delivery from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;
- (I) Market Zone 3 MBA Zone:
Point(s) of Delivery downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

2.2 Daily Imbalances Pipeline will net all imbalances allocated to the MBA Party at all Point(s) of Delivery within any MBA Zones under all of the transportation and/or storage service agreements for which the MBA Party is responsible pursuant to this Rate Schedule into a single imbalance for each MBA Zone. Upon notification by Pipeline on the LINKp System of an imbalance situation, the MBA Party shall, within a reasonable time mutually agreeable to the MBA Party and Pipeline, taking into account Pipeline's system operating conditions and other considerations as may be a result of such imbalance, provide Pipeline with nominations, as agent for the Customers, under the applicable transportation and/or storage service agreements or elect to implement one or more of the options listed hereunder in order to maintain or restore a daily balance between actual deliveries and scheduled quantities.

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RATE SCHEDULE MBA
(Continued)

- (A) Exchange an imbalance due Pipeline allocated to a Zone under its Service Agreement in a given MBA Zone with a balance due another MBA Party allocated to a point in the same MBA Zone under another MBA Party's Service Agreement. Exchange of imbalances shall be accomplished upon notification to Pipeline by the applicable MBA Parties. In addition, (a) upon request of the MBA Party, and (b) subject to such MBA Party being a LINKp System Subscriber and subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINKp System information regarding the MBA Party's imbalance.
- (B) Transport an imbalance due the MBA Party at one MBA Zone under a MBA Service Agreement to an imbalance due Pipeline allocated to another MBA Zone. Transport of imbalances shall be accomplished by adjustments to a daily transportation nomination pursuant to the MBA Party's executed transportation service agreements.
- (C) Utilize storage, provided capacity is available on Pipeline's system for transportation and for injection into storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such MBA Party's executed service agreements, to resolve an imbalance due the MBA Party allocated to an MBA Zone by scheduling transportation and nominating that imbalance quantity for the applicable injection into storage.
- (D) Utilize storage, provided capacity is available on Pipeline's system for transportation and for withdrawal from storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such MBA Party's executed service agreements, to resolve an imbalance due Pipeline allocated to an MBA Zone by nominating that imbalance quantity for the applicable withdrawal from storage.

2.3 End of Month Imbalances As soon as practicable following the close of each month, Pipeline will send a bill setting forth any imbalance that is allocated to the MBA Party's Zone(s) for that month.

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RATE SCHEDULE MBA
(Continued)

- (A) To the extent any imbalance allocated to the MBA Party's MBA Zone(s) is not in excess of an imbalance level of 5% of the daily scheduled quantities for the month associated with such imbalance level for each MBA Zone under the executed MBA Service Agreement, the MBA Party will have the right to minimize the imbalance level, during the first five (5) business days after date of such bill, pursuant to Section 2.3 herein; provided that minimization does not require transportation through a point of active capacity constraint on Pipeline's system for that month. Any remaining imbalance shall be cashed-out in accordance with Section 8 of Pipeline's General Terms and Conditions.

- (B) To the extent any imbalance allocated to the MBA Party's MBA Zone(s) is in excess of an imbalance level of 5% of the daily scheduled quantities for the month associated with such imbalance level for each MBA Zone under the executed MBA Service Agreement, the MBA Party's imbalance shall be cashed-out in accordance with Section 8 of Pipeline's General Terms and Conditions.

3. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the MBA Party.

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RATE SCHEDULE SS-1

STORAGE SERVICE

1. AVAILABILITY

This open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested storage service hereunder pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule SS-1. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ) and a Maximum Daily Withdrawal Quantity (MDWQ). Service under this Rate Schedule constitutes one of the "no-notice" service options as that term is used in Order No. 636 available from Pipeline.

2.2 Pipeline shall receive for Customer's account quantities of gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such quantities of gas. Pipeline shall withdraw from storage for Customer, at Customer's request, in accordance with Section 6 of this Rate Schedule, quantities of gas from Customer's Storage Inventory, plus Applicable Shrinkage, and deliver for Customer's account such quantities. Such service shall be firm except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.

2.3 Provided the receipt of gas and the injection of such gas into storage from Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Section 5.3. Such excess quantities shall be deemed to be Excess Injection Gas.

2.4 Provided such withdrawal from storage and delivery of such gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis gas in excess of the limitations set forth in Section 6.3. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

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RATE SCHEDULE SS-1
(Continued)

2.5 Service under this Rate Schedule is provided as a result of bundling transportation and storage service. Such storage service is otherwise available under Rate Schedule FSS-1 and such transportation service is otherwise available under Rate Schedule FT-1. A Customer executing a service agreement under this Rate Schedule SS-1 has the right to make an election to release all or a portion of its firm service under this Rate Schedule as firm service under Rate Schedule SS-1, or as firm storage service under Rate Schedule FSS-1 and firm transportation service under Rate Schedule FT-1 pursuant to Section 3.14 of the General Terms and Conditions.

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet Nos. 43, 44 and 45 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 43, 44 and 45. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For all service rendered hereunder to Customer each month under this Rate Schedule, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed service agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one-twelfth (1/12) of the MSQ specified in the executed service agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and injected for the month, other than Excess Injection Gas pursuant to the executed service agreement;

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RATE SCHEDULE SS-1
(Continued)

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and withdrawn for the month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Injection Charge:

The Excess Injection Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Injection Gas received for the month pursuant to the executed service agreement;

(F) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the month pursuant to the executed service agreement;

3.3 In addition to all other charges hereunder, the Customers specified on Sheet No. 45 shall pay Pipeline the applicable Incremental Facility Charge, as set forth on Sheet No. 45, per month per Dth of additional MSQ, MDWQ and/or MDIQ, as applicable, for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet No. 45.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDWQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 43 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDWQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDWQ:

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Sub First Revised Sheet No. 285 Sub First Revised Sheet No. 285 : Effective
Superseding: Original Sheet No. 285

RATE SCHEDULE SS-1
(Continued)

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Storage Cost Credit Mechanism A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the "no-notice" and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedules CDS, SCT, SS-1 and FT-1 rates. Storage costs recovered in a particular month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the month.

4. MINIMUM COMMODITY BILL

None.

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RATE SCHEDULE SS-1
(Continued)

5. INJECTION PROVISIONS

5.1 General Procedure Gas for injection hereunder shall be received by Pipeline at the Point(s) of Receipt specified in the executed Rate Schedule SS-1 Service Agreement and shall be made available by Customer to Pipeline as a result of transportation pursuant to executed service agreements under any of Pipeline's Rate Schedules except as provided in Section 5.2 and 5.3 herein. If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the quantity determined pursuant to Section 5.3, which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.

5.2 Pipeline shall permit transfers of title of gas in Storage Inventory, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to Section 6 until twenty-four (24) hours following the date of transfer or as provided in Section 6.3 of this Rate Schedule.

5.3 In addition to accepting gas for storage injection at the SS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ .

5.4 Notice Required The notice given by Customer to Pipeline for injections on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

5.5 Injection Quantities The maximum injection quantity of gas which Pipeline is obligated on any day to inject into storage under this Rate Schedule shall be the MDIQ.

5.6 Limitation Upon Total Injections Pipeline shall be obligated to accept gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's MSQ.

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First Revised Sheet No. 287 First Revised Sheet No. 287 : Effective
Superseding: Original Sheet No. 287

RATE SCHEDULE SS-1
(Continued)

6. WITHDRAWAL PROVISIONS

General Procedure If Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the quantity determined pursuant to Section 6.3, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage and delivered under this Rate Schedule during such day. Pipeline shall thereupon deliver to Customer the quantity of gas subject to the limitations set forth herein.

Notice Required The notice given by Customer to Pipeline for withdrawals on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

Withdrawal Quantities Pipeline shall not be obligated to withdraw for Customer on any day a total daily quantity in excess of the following:

- the MDWQ if Customer's Storage Inventory is more than 20% of Customer's MSQ;
- five-sixths (5/6) of Customer's MDWQ if Customer's Storage Inventory is 20% or less of Customer's MSQ, but more than 10% of Customer's MSQ; or
- two-thirds (2/3) of Customer's MDWQ if Customer's Storage Inventory is 10% or less of Customer's MSQ.

If at any time during the period from November 16 through April 15 of each contract year the aggregate storage inventory of all Customers hereunder equals or is less than 10% of the aggregate MSQ of all Customers hereunder, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of gas in storage inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Section 6. Pipeline shall notify Customer verbally and then in writing when the aggregate storage inventory of all Customers hereunder and/or when Customer's individual storage inventory equals or is less than 20% and 10% of the aggregate MSQ or Customer's individual MSQ, respectively.

Limitation Upon Total Withdrawals Pipeline shall deliver to Customer gas for Customer's account only when Customer's Storage Inventory is greater than zero.

7. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

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RATE SCHEDULE SS-1
(Continued)

8. IMPAIRMENT OF DELIVERIES

When Pipeline, on any day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder due to insufficient capacity on Pipeline's system, then Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such day; provided, however, that a Customer may nominate a smaller percentage.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. RATE SCHEDULE SS AND ORIGINAL VOLUME NO. 2 RATE SCHEDULE X-28 CONVERSIONS

10.1 Those Rate Schedule SS agreements previously entered into by Customers with Pipeline for firm storage service may be converted at any time to Rate Schedule SS-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS agreements shall be determined pursuant to this Rate Schedule SS-1.

10.2 The Original Volume No. 2 Rate Schedule X-28 agreement previously entered into by Customer with Pipeline for firm storage service may be converted at any time to a Rate Schedule SS-1 Service Agreement, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Rate Schedule X-28 agreement shall be determined pursuant to this Rate Schedule SS-1.

11. RATE SCHEDULE CD-2 CONVERSION

On May 31, 1993, Pipeline will transfer title to all gas in storage to which Pipeline has title attributable to CD-2 service to all CD-2 increment Customers for service under Rate Schedules SS-1 or FSS-1. All gas which has been injected by Pipeline for a Customer pursuant to Rate Schedule CD-2, will be allocated 100% to that Customer. All remaining gas will be allocated on a pro rata basis. Such proration shall be determined among Customers initially by determining the ratio of the Customer's CD-2 increment to the aggregate of all Customers' CD-2 increment; provided, however, in no event shall a Customer be allocated purchase quantities in excess of the Customer's MSQ. As compensation for such title transfer,

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RATE SCHEDULE SS-1
(Continued)

Customers will pay to Pipeline its SCQ Commodity Rate as of October 31, 1992. Customers may elect to reimburse Pipeline for such purchase quantities in a lump sum payment or in six equal monthly payments, plus interest on the Customer's remaining balance calculated in accordance with Section 10 of Pipeline's General Terms and Conditions. On May 31, 1993, Pipeline shall credit Account No. 191 for the gas costs reflected in the SCQ Commodity Rate, as of October 31, 1992, for each dekatherm transferred to the Customers under Rate Schedule SS-1 as contemplated by this Section 11.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE FSS-1

STORAGE SERVICE

1. AVAILABILITY

This open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested storage service hereunder pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule FSS-1. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FSS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ) and a Maximum Daily Withdrawal Quantity (MDWQ). Service under this Rate Schedule constitutes one of the "no-notice" service options as that term is used in Order No. 636 available from Pipeline.

2.2 Pipeline shall receive for Customer's account quantities of gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such quantities of gas. Pipeline shall withdraw from storage for Customer, at Customer's request, in accordance with Section 6 of this Rate Schedule, quantities of gas from Customer's Storage Inventory, plus Applicable Shrinkage. Such service shall be firm except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.

2.3 Provided the receipt of gas and the injection of such gas into storage from Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Section 5.3. Such excess quantities shall be deemed to be Excess Injection Gas.

2.4 Provided such withdrawal from storage and delivery of such gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis gas in excess of the limitations set forth in Section 6.3. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

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Original Sheet No. 296 Original Sheet No. 296 : Effective

RATE SCHEDULE FSS-1
(Continued)

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet Nos. 46, 47 and 48 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 46, 47 and 48. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For all service rendered hereunder to Customer each month under this Rate Schedule, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed service agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one - twelfth (1/12) of the MSQ specified in the executed service agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and injected for the month, other than Excess Injection Gas pursuant to the executed service agreement;

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and withdrawn for the month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Injection Charge:

The Excess Injection Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Injection Gas received for the month pursuant to the executed service agreement;

RATE SCHEDULE FSS-1
(Continued)

(F) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the month pursuant to the executed service agreement;

3.3 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on Sheet No. 48, per month per Dth of additional MSQ, MDWQ and/or MDIQ, as applicable, for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on Sheet No. 48.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to withdraw on any one day at least 95% of the quantity of gas requested to be withdrawn by Pipeline on such day up to the MDWQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 46 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not withdrawn up to the lesser of the total quantity of gas requested and not withdrawn, or the MDWQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to withdraw on any one day at least 95% of the quantity of gas requested by Customer to be withdrawn on such day up to the MDWQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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Sub First Revised Sheet No. 298 Sub First Revised Sheet No. 298 : Effective
Superseding: Original Sheet No. 298

RATE SCHEDULE FSS-1
(Continued)

(E) occurs within the lesser of (1) ten (10) days of a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Storage Cost Credit Mechanism A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the "no-notice" and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedules CDS, SCT, and FT-1 rates. Storage costs recovered in a particular month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the month.

4. MINIMUM COMMODITY BILL

None.

5. INJECTION PROVISIONS

5.1 General Procedure Gas for injection hereunder shall be received by Pipeline at the Point(s) of Receipt specified in the executed Rate Schedule FSS-1 Service Agreement and shall be made available by Customer to Pipeline as a result of transportation pursuant to executed service agreements under any of Pipeline's Rate Schedules except as provided in Section 5.2 and 5.3 herein. If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the quantity determined pursuant to Section 5.3, which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.

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RATE SCHEDULE FSS-1
(Continued)

5.2 Pipeline shall permit transfers of title of gas in Storage Inventory, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to Section 6 until twenty-four (24) hours following the date of transfer or as provided in Section 6.3 of this Rate Schedule.

5.3 In addition to accepting gas for storage injection at the FSS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ .

5.4 Notice Required The notice given by Customer to Pipeline for injections on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

5.5 Injection Quantities The maximum injection quantity of gas which Pipeline is obligated on any day to inject into storage under this Rate Schedule shall be the MDIQ.

5.6 Limitation Upon Total Injections Pipeline shall be obligated to accept gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's MSQ.

6. WITHDRAWAL PROVISIONS

6.1 General Procedure If Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the quantity determined pursuant to Section 6.3, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage under this Rate Schedule during such day. Pipeline shall thereupon deliver to Customer the quantity of gas subject to the limitations set forth herein.

In addition to the withdrawal of gas from storage for delivery through a transportation service on Pipeline's system, gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable for these deliveries.

6.2 Notice Required The notice given by Customer to Pipeline for withdrawals on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

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First Revised Sheet No. 300 First Revised Sheet No. 300 : Effective
Superseding: Original Sheet No. 300

RATE SCHEDULE FSS-1
(Continued)

Withdrawal Quantities Pipeline shall not be obligated to withdraw for Customer on any day a total daily quantity in excess of the following:

- the MDWQ if Customer's Storage Inventory is more than 20% of Customer's MSQ;
- five-sixths (5/6) of Customer's MDWQ if Customer's Storage Inventory is 20% or less of Customer's MSQ, but more than 10% of Customer's MSQ; or
- two-thirds (2/3) of Customer's MDWQ if Customer's Storage Inventory is 10% or less of Customer's MSQ.

If at any time during the period from November 16 through April 15 of each contract year the aggregate storage inventory of all Customers hereunder equals or is less than 10% of the aggregate MSQ of all Customers hereunder, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of gas in storage inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Section 6. Pipeline shall notify Customer verbally and then in writing when the aggregate storage inventory of all Customers hereunder and/or when Customer's individual storage inventory equals or is less than 20% and 10% of the aggregate MSQ or Customer's individual MSQ, respectively.

Limitation Upon Total Withdrawals Pipeline shall deliver to Customer gas for Customer's account only when Customer's Storage Inventory is greater than zero.

7. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

8. IMPAIRMENT OF DELIVERIES

When Pipeline, on any day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder, then Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such day; provided, however, that a Customer may nominate a smaller percentage.

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Original Sheet No. 301 Original Sheet No. 301 : Effective

RATE SCHEDULE FSS-1
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. RATE SCHEDULES SS AND SS-1, AND ORIGINAL VOLUME NO. 2 RATE SCHEDULE X-28 CONVERSIONS

10.1 Those Rate Schedule SS Agreements previously entered into by Customers with Pipeline for firm storage service and firm transportation service may be converted at any time to Rate Schedule FSS-1 Service Agreements and Rate Schedule CDS or FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS Agreements related to firm storage service shall be determined pursuant to this Rate Schedule FSS-1.

10.2 The Original Volume No. 2 Rate Schedule X-28 agreement previously entered into by Customer with Pipeline for firm storage service may be converted at any time to a Rate Schedule FSS-1 Service Agreement, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Rate Schedule X-28 agreement shall be determined pursuant to this Rate Schedule FSS-1.

10.3 Those Rate Schedule SS-1 Agreements previously entered into by Customers with Pipeline for firm storage service and firm transportation service may be converted to Rate Schedule FSS-1 Service Agreements and Rate Schedule CDS or FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by May 3, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS-1 agreements related to firm storage service shall be determined pursuant to this Rate Schedule FSS-1.

11. RATE SCHEDULE CD-2 CONVERSION

On May 31, 1993, Pipeline will transfer title to all gas in storage to which Pipeline has title attributable to CD-2 service to all CD-2 increment Customers for service under Rate Schedule SS-1 or FSS-1. All gas which has been injected by Pipeline for a Customer pursuant to Rate Schedule CD-2, will be allocated 100% to that Customer. All remaining gas will be allocated on a pro rata basis. Such proration shall be determined among

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RATE SCHEDULE FSS-1
(Continued)

Customers initially by determining the ratio of the Customer's CD-2 increment to the aggregate of all Customers' CD-2 increment; provided, however, in no event shall a Customer be allocated purchase quantities in excess of the Customer's MSQ. As compensation for such title transfer, Customers will pay to Pipeline its SCQ Commodity Rate as of October 31, 1992. Customers may elect to reimburse Pipeline for such purchase quantities in a lump sum payment or in six equal monthly payments, plus interest on the Customer's remaining balance calculated in accordance with Section 10 of Pipeline's General Terms and Conditions. On May 31, 1993, Pipeline shall credit Account No. 191 for the gas costs reflected in the SCQ Commodity Rate, as of October 31, 1992, for each dekatherm transferred to the Customers under Rate Schedule FSS-1 as contemplated by this Section 11.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE ISS-1

INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible storage service pursuant to Section 3 of Texas Eastern Transmission Corporation's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule ISS-1 and has entered into a service agreement under Pipeline's Transportation Rate Schedules CDS, SCT, FT-1 and/or IT-1 (hereinafter referred to as "Rate Schedule ISS-1 Transportation Rate Schedules") which provide for the receipt and delivery of gas attributable to Rate Schedule ISS-1 service. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule ISS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all interruptible storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ), and a Maximum Daily Withdrawal Quantity (MDWQ). Withdrawal service under this Rate Schedule constitutes one of the "no-notice" service options as that term is used in Order No. 636 available from Pipeline.

2.2 Interruptible Storage Service shall be available only to the extent that the injection, storage and withdrawal capacity designated for Rate Schedules SS-1 and FSS-1 firm storage service is not required for such firm storage service and to the extent such injection, storage and withdrawal capacity is not required to satisfy Pipeline's other firm obligations under its firm rate schedules. Pipeline shall be entitled to refuse to perform service under Rate Schedule ISS-1 when Customer cannot demonstrate to Pipeline's satisfaction that Customer will have the ability to transport away from storage ISS-1 gas quantities Customer is required to withdraw when such storage capacity is needed to satisfy Pipeline's firm obligations. To the extent storage capacity which is being utilized by a Customer hereunder is needed by Pipeline in order to satisfy Pipeline's firm obligations under Rate Schedules SS-1 and FSS-1 or to accommodate Pipeline's firm obligations under its firm rate schedules, Pipeline shall require Customer to withdraw all, or any portion thereof, ISS-1 gas quantities held in storage by Pipeline for Customer's account within three (3) days of Pipeline's notice. If Customer is able to schedule the transportation of such gas under Customer's highest priority transportation service agreement during such three (3) day period and fails to withdraw such ISS-1 storage gas then Pipeline shall take title to such ISS-1 Storage Inventory Customer was instructed to withdraw, free and clear of any adverse claims. Pipeline's notice to Customer shall be verbal and may be followed by a written confirmation.

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RATE SCHEDULE ISS-1
(Continued)

2.3 Pipeline shall receive for Customer's account quantities of gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such quantities of gas. Pipeline shall withdraw from storage for Customer, on an interruptible basis, in accordance with Section 6 of this Rate Schedule, quantities of gas from Customer's Storage Inventory, plus Applicable Shrinkage. Such service shall be interruptible as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.

2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide storage service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new sales, storage, or transportation service (whether firm or interruptible) without liability for any resulting interruption or reduction of service hereunder. Customer shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customer may suffer, sustain or be liable for as the result of any interruption or reduction of service pursuant to this Rate Schedule ISS-1.

2.5 The quantity of natural gas nominated and scheduled for injection shall be deemed delivered under the applicable transportation agreement under Rate Schedule ISS-1 Transportation Rate Schedules. The quantity of natural gas nominated and scheduled for withdrawal shall be deemed received under the applicable transportation agreement under Rate Schedule ISS-1 Transportation Rate Schedules for subsequent transportation and delivery to Customer.

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet No. 49 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 49. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For service rendered hereunder to Customer each month under this Rate Schedule, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the average daily balance pursuant to Rate Schedule ISS-1 for the billing month.

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RATE SCHEDULE ISS-1
(Continued)

(B) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas injected pursuant to Rate Schedule ISS-1 for the month.

(C) Withdrawal Charge:

The applicable Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas withdrawn from storage pursuant to Rate Schedule ISS-1 for the month.

4. MINIMUM COMMODITY BILL

None.

5. INJECTION PROVISIONS

5.1 General Procedure If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the MDIQ, which Customer desires to be injected into storage under this Rate Schedule on such day. Subject to Section 7 of Rate Schedule ISS-1, Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.

5.2 Pipeline shall permit transfers of title of gas in Storage Inventory, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights until twenty-four (24) hours following the date of transfer.

5.3 In addition to accepting gas for storage injection at the ISS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

5.4 Notice Required The notice given by Customer to Pipeline for injections on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

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RATE SCHEDULE ISS-1
(Continued)

5.5 Limitation Upon Total Injection Pipeline shall be obligated to accept gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's Maximum Storage Quantity and only to the extent Pipeline determines that such injection shall not be detrimental to Pipeline's ability to satisfy its firm obligations under its firm rate schedules.

6. WITHDRAWAL PROVISIONS

6.1 General Procedure If Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas, not in excess of the MDWQ, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage under this Rate Schedule during such day. Subject to Section 7 of this Rate Schedule ISS-1, Pipeline shall thereupon deliver to Customer the quantity of gas subject to the limitations set forth herein. In addition to the withdrawal of gas from storage for delivery through a transportation service on Pipeline's system, gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable to these deliveries.

6.2 Notice Required The notice given by Customer to Pipeline for withdrawals on any day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

6.3 Limitation Upon Total Withdrawals Pipeline shall be obligated to deliver to Customer gas for Customer's account only when Customer's Storage Inventory is greater than zero and only to the extent Pipeline determines that such withdrawal shall not be detrimental to Pipeline's ability to satisfy its firm obligations under its firm rate schedules.

7. PROCEDURES FOR SCHEDULING, ALLOCATION AND INTERRUPTION OF STORAGE SERVICE

7.1 If Customer desires to inject or withdraw natural gas pursuant to this Rate Schedule ISS-1, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions specifying the quantity of gas Customer desires to inject or withdraw and specifying the Rate Schedule ISS-1 Transportation Rate Schedules service agreement(s) to be utilized to accomplish the delivery of such gas for injection or the receipt of such gas for withdrawal. In no event shall the quantity to be injected or withdrawn, as applicable, exceed the quantity of gas scheduled for transportation pursuant to Section 4 of Pipeline's General Terms and Conditions under the specified Rate Schedule ISS-1 Transportation Rate Schedules service agreement(s) to accomplish the delivery of such gas for injection or the receipt of such gas for withdrawal.

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RATE SCHEDULE ISS-1
(Continued)

7.2 In the event Pipeline has insufficient capability to receive and inject into storage all quantities of gas requested by Customer to be injected on any day, Pipeline shall schedule injections among such Customers on a first-come/first-served basis determined by the date and time their injection nomination for such day was received by Pipeline; provided, however, in no event shall the scheduled injection quantity be in excess of the quantity determined pursuant to Section 7.1.

7.3 To the extent the injection, storage and withdrawal capacity which is being utilized by Customers hereunder is needed by Pipeline in order to satisfy Pipeline's firm obligations under Rate Schedules SS-1 and FSS-1 or to accommodate Pipeline's firm obligations under its firm rate schedules, Pipeline shall allocate the necessary interruption of storage service hereunder based upon a last-in/first-out basis determined by the month gas was injected hereunder. In the event there is more than one Customer who injected gas in a given month, any interruption of service for such storage quantities shall be allocated pro rata among affected Customers. The proration for affected Customers shall be based upon the ratio a Customer's monthly injected quantities bears to the total of all affected Customers' monthly injected quantities.

7.4 In the event Pipeline has insufficient capability to withdraw from storage all quantities of gas requested by Customer to be withdrawn on any day, Pipeline shall schedule withdrawals among such Customers on a first-in/first-out basis determined by the month gas was injected hereunder. In the event there is more than one Customer who injected gas in a given month, any interruption of service for such scheduled withdrawal quantities shall be allocated pro rata among affected Customers. The proration for affected Customers shall be based upon the ratio a Customer's monthly injected quantities bears to the total of all affected Customers' monthly injected quantities.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE FTS

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATES

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

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RATE SCHEDULE FTS
(Continued)

3.3 In the event that the service agreement is effective on a date other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 The rates hereunder shall be adjusted to reflect the cost of each system expansion for transportation services completed pursuant to FERC certificate authorization in Docket Nos. CP82-446-002 and CP82-446-003.

3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

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RATE SCHEDULE FTS
(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS OR DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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Original Sheet Nos. 321-325 Original Sheet Nos. 321-325 : Effective

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RATE SCHEDULE FTS-2

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-2. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-2 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 For transportation which is a forwardhaul transportation arrangement, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

RATE SCHEDULE FTS-2
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 In the event that the service agreement is effective on a date other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS-2 Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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RATE SCHEDULE FTS-2
(Continued)

- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE FTS-4

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-4. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-4 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

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RATE SCHEDULE FTS-4
(Continued)

3.3 In the event that the service agreement is effective on a date other than the first day of the month or the date of any subsequent change in Customer's MDQ is other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS-4 Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

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RATE SCHEDULE FTS-4
(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE FTS-5

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-5. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-5 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

RATE SCHEDULE FTS-5
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 In the event that the service agreement is effective on a date other than the first day of the month or the date of any subsequent change in Customer's MDQ is other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS-5 Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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RATE SCHEDULE FTS-5
(Continued)

- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE FTS-7

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-7. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-7 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

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Superseding: Original Sheet No. 351

RATE SCHEDULE FTS-7
(Continued)

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

3.3 In the event that the service agreement is effective on a date other than the first day of the month or the date of any subsequent change in Customer's MDQ is other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS-7 Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

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RATE SCHEDULE FTS-7
(Continued)

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

RATE SCHEDULE FTS-7
(Continued)

- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-2 CONVERSIONS

Those Rate Schedule SS-2 service agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-7 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-2 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-2 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-7.

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Superseding: Original Sheet No. 353
RATE SCHEDULE FTS-7
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-2 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,522
Boston Gas Company	1,903
Brooklyn Union Gas Company	1,306
City of Norwich, CT	37
Colonial Gas Company	6,984
Columbia Gas of Ohio, Incorporated	9,000
Columbia Gas of Pennsylvania, Incorporated	6,000
Commonwealth Gas Company	399
Connecticut Natural Gas Corporation	269
Consolidated Edison Company	472
Elizabethtown Gas Company	875
Fall River Gas Company	129
National Gas & Oil Corporation	2,500
New Jersey Natural Gas Company	2,173
North Attleboro Gas Company	100
PECO Energy Company	1,480
Philadelphia Gas Works	477
The Providence Gas Company	538
Public Service Electric and Gas Company	4,080
Southern Connecticut Gas Company	2,800
Town of Middleborough, MA	34
UGI Utilities, Incorporated	6,000
Union Electric Company	2,000
United Cities Gas Company	203
Yankee Gas Services	3,285

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RATE SCHEDULE FTS-7
(Continued)

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQ which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQ's of Customers hereunder shall be borne by those Customers which have MDQ's hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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FERC Docket: RP94-314-000

Sheet Nos. 355-358 Sheet Nos. 355-358 : Effective

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Original Sheet No. 359 Original Sheet No. 359 : Effective

RATE SCHEDULE FTS-8

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-8. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-8 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

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First Revised Sheet No. 360 First Revised Sheet No. 360 : Effective
Superseding: Original Sheet No. 360

RATE SCHEDULE FTS-8
(Continued)

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

3.3 In the event that the service agreement is effective on a date other than the first day of the month or the date of any subsequent change in Customer's MDQ is other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the FTS-8 Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

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RATE SCHEDULE FTS-8
(Continued)

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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Original Sheet No. 361 Original Sheet No. 361 : Effective

RATE SCHEDULE FTS-8
(Continued)

- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-3 CONVERSIONS

Those Rate Schedule SS-3 agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-8 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-3 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-3 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-8.

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First Revised Sheet No. 362 First Revised Sheet No. 362 : Effective
Superseding: Original Sheet No. 362
RATE SCHEDULE FTS-8
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-3 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,236
Boston Gas Company	10,639
Bristol & Warren Gas Company	3
Brooklyn Union Gas Company	160
Central Hudson Electric & Gas Corporation	14
City of Norwich, CT	480
Colonial Gas Company	15
Commonwealth Gas Company	4,342
Connecticut Natural Gas Corporation	7,053
Elizabethtown Gas Company	131
Fall River Gas Company	950
Long Island Lighting Company	229
New Jersey Natural Gas Company	148
PECO Energy Company	10,000
Philadelphia Gas Works	398
The Providence Gas Company	5,001
Public Service Electric and Gas Company	931
Southern Connecticut Gas Company	3,290
United Cities Gas Company	1,500
Yankee Gas Services	6,401

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Original Sheet No. 363 Original Sheet No. 363 : Effective

RATE SCHEDULE FTS-8
(Continued)

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQs which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQs of Customers hereunder shall be borne by those Customers which have MDQs hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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Sheet Nos. 364-367 Sheet Nos. 364-367 : Effective

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Original Sheet No. 368 Original Sheet No. 368 : Effective

RATE SCHEDULE CTS

COLUMBIA TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to Columbia Gas Transmission Corporation (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule CTS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which Rate Schedule CTS is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATES

3.1 The applicable rates for service hereunder are set forth in the currently effective Sheet No. 50 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.

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Original Sheet No. 369 Original Sheet No. 369 : Effective

RATE SCHEDULE CTS
(Continued)

- (2) The Usage-2 Charge Rate, as set forth on Sheet No. 50, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 In the event that the service agreement is effective on a date other than the first day of the month, then, for that initial month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of days remaining in that month starting with and including the effective date of the service agreement to the total number of days in the month in which the initial service occurs. A similar proration shall be made for the last month of the term of the CTS Service Agreement if the last day of such term occurs on a day other than the last day of a month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 50 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

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Original Sheet No. 370 Original Sheet No. 370 : Effective

RATE SCHEDULE CTS
(Continued)

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS OR DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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Original Sheet No. 376 Original Sheet No. 376 : Effective

RATE SCHEDULE TS-2

TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for transportation service by Texas Eastern Transmission Corporation (hereinafter called Pipeline) for any distributor, pipeline, or industrial or commercial user (hereinafter called Customer):

- (A) Where Customer has entered into a TS-2 Service Agreement before January 1, 1986 in the form contained in this FERC Gas Tariff; and
- (B) When system capacity is available for such transportation service on Pipeline's system.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Gas transported by Pipeline for Customer under this Rate Schedule shall be on an interruptible basis. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet No. 51 of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 For Customer executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

RATE SCHEDULE TS-2
(Continued)

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 51, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
- (B) The Usage-2 Charge Rate, as set forth on Sheet No. 51, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same point or points of delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

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RATE SCHEDULE TS-2
(Continued)

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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RATE SCHEDULE SS

STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission Corporation (hereinafter called Pipeline) have executed a Service Agreement for service under this Rate Schedule SS. Such Service Agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SS is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule provides a firm storage service available to Customer each day of the Contract Year, which consists of an annual period commencing November 1 and ending the following October 31. The maximum quantity of natural gas which Customer may have in storage at any time during each Contract Year and which Pipeline shall be obligated to deliver to Customer during such year (hereinafter called Maximum Storage Quantity (MSQ)) shall be specified in the executed Service Agreement. The Maximum Daily Quantity (MDQ) of gas deliverable to Customer on any day during the Contract Year shall also be specified in such Service Agreement. The MSQ of Customer shall be at least fifty (50) times the MDQ of Customer. Service under this Rate Schedule does not constitute "no-notice" service options as that term is used in Order No. 636.

2.2 At Customer's request, Pipeline shall deliver to Customer quantities of gas from Customer's Storage Inventory up to Customer's MSQ in daily quantities up to Customer's MDQ. Such service shall be firm except as provided herein and in the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part.

2.3 If Customer desires deliveries of natural gas on any day under this rate schedule, it shall give notice to Pipeline in accordance with the provisions of Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Based upon the nominations of Customer, Pipeline shall schedule deliveries hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

2.4 Provided such withdrawal from storage and delivery of such gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis gas in excess of the limitations set forth in Section 2.1. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

3. RATE

3.1 The applicable rates for service hereunder in each zone are set forth in the currently effective Sheet No. 52 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of the General Terms and Conditions.

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Original Sheet No. 385 Original Sheet No. 385 : Effective

RATE SCHEDULE SS
(Continued)

3.2 For all service rendered hereunder to Customer each month under this Rate Schedule, Customer shall pay Pipeline each month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed Service Agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one-twelfth (1/12) of the MSQ specified in the executed Service Agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and injected for the month, other than Excess Injection Gas pursuant to the executed service agreement;

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the quantity of gas scheduled and withdrawn for the month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the month pursuant to the executed service agreement;

3.3 Except as provided in Section 3.4 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on Sheet No. 52 of Pipeline's FERC Gas Tariff, Volume No. 1, as such sheet may be revised, superseded or supplemented from time to time) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement

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RATE SCHEDULE SS
(Continued)

containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.4 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.3 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.4(C) and 3.4(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.5 Storage Cost Credit Mechanism A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the "no-notice" and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedule CDS, SCT, and FT-1 rates. Storage costs recovered in a particular month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the month.

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Original Sheet No. 387 Original Sheet No. 387 : Effective

RATE SCHEDULE SS
(Continued)

4. MINIMUM BILL

The minimum bill payable hereunder by each Customer shall consist of the sum of the Reservation Charges and Space Charges of such Customer for service under Rate Schedule SS, which charges shall commence on November 1 of the initial Contract Year.

5. DETERMINATION OF DELIVERIES

If Pipeline delivers natural gas to Customer under this Rate Schedule at the same point or points of delivery on the same day that Pipeline delivers natural gas to Customer under any other rate schedule, then the quantity of natural gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

6. INJECTION PROVISIONS

During each Contract Year, Customer may tender gas to Pipeline for injection into storage when Customer's Storage Inventory is less than its MSQ. Gas for injection hereunder shall be received by Pipeline at the Point(s) of Receipt specified in the executed Rate Schedule SS Service Agreement and shall be gas made available by Customer to Pipeline as a result of transportation pursuant to executed Service Agreements between Pipeline and Customer under Pipeline's Rate Schedules CDS, FT-1, SCT, and IT-1. Pipeline shall accept such gas if Pipeline's system operations will reasonably permit such acceptance and if such acceptance will not impair Pipeline's ability to meet its other obligations.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

When Pipeline, on any day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder due to insufficient capacity on Pipeline's system, then, Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such day; provided, however, that a Customer may nominate a smaller percentage.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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Original Sheet Nos. 388-429 Original Sheet Nos. 388-429 : Effective

Original Sheet Nos. 388-429 are
being reserved for future use.

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms when used herein or in any agreement incorporating the General Terms and Conditions are intended and used and shall be construed to have meanings as follows:

- 1.0 The term "Access Area Boundary" (AAB) shall mean the location(s) on Pipeline's system represented by the facilities at the suction side of Little Rock, Arkansas, and by the facilities at the suction side of Kosciusko, Mississippi.
- 1.1 The term "Applicable Billing Determinants" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean: (1) for Market Area service the Transportation Path Quantity for the capacity reserved in the Market Area, as set forth in the executed service agreement; (2) for Access Area service the Total Base Segment Capacity Entitlements (prorated to Rate Schedules CDS, FT-1 and SCT based on Customer's Market Area MDQ for such rate schedules) for each zone in the Access Area pursuant to Section 9 of the General Terms and Conditions, for capacity reserved in the Access Area in conjunction with Market Area capacity; and (3) for capacity releases pursuant to Section 3.14 of the General Terms and Conditions and/or other transactions solely in the Access Area the Transportation Path quantity as specified in the executed service agreement.
- 1.2 The term "Applicable Shrinkage" shall mean the quantity of gas payable by Customer and retained by Pipeline as compensation for gas used by Pipeline in providing services for Customer. These quantities of gas shall include, fuel and company use gas, gas lost as a result of processing and plant thermal reduction and force majeure. Applicable Shrinkage for each service transaction shall be calculated as the product of the effective Applicable Shrinkage Percentage times the applicable quantity of service rendered: (1) for transportation service, the quantity delivered after any forwardhaul transportation, (2) for storage injections, the quantity injected (3) for storage withdrawals, the quantity withdrawn and (4) for storage inventory, the average daily balance of gas stored during the month. The effective Applicable Shrinkage Percentages shall be set forth on Sheet Nos. 126 through 130 and shall be subject to change from time to time as provided in Section 15 of these General Terms and Conditions or as set forth on Sheet Nos. 34B, 34C, 34D, 34E, and 34F if applicable. Applicable Shrinkage for transportation transactions consisting solely of backhaul transportation shall be zero.
- 1.3 The term "Base Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.
- 1.4 The term "British Thermal Unit" (Btu) shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions.

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Superseding: First Revised Sheet No. 432

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.5 The term "business day" shall mean Monday through Friday unless a Federal Banking Holiday for U.S. transactions or a similar holiday for transactions occurring in Canada and Mexico.
- 1.6 The term "Cash-out Party" shall mean any Customer or other contractually liable entity who has an imbalance under its service agreement with Pipeline, which imbalance will be resolved in accordance with Section 8 hereof.
- 1.7 The term "cubic foot" shall mean the volume of gas which occupies 1 cubic foot of space, measured according to Boyle's and Charles' Laws for the measurement of gas under varying pressures with deviation therefrom as provided in Section 7 hereof and on the measurement basis likewise specified in Section 7 hereof.
- 1.8 The term "Commission" shall mean the Federal Energy Regulatory Commission, any successor, or such duly constituted regulatory authority.
- 1.9 The term "CT" shall mean Central (Clock) Time, which includes the recognition of Daylight Savings Time, whereas "CST" shall mean Central Standard Time.
- 1.10 The term "Customer" shall mean the entity which has executed a service agreement with Pipeline under one or more of Pipeline's Rate Schedules.
- 1.11 The term "day" or "gas day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. CT, unless otherwise agreed upon by Customer and Pipeline.
- 1.12 The term "dekatherm" (Dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "dekatherm" of gas shall mean the quantity of gas which contains one dekatherm of heat energy.
- 1.13 The term "flow computer" shall mean an electronic device which calculates gas quantities from either instantaneous and/or manually entered values.
- 1.14 [RESERVED FOR FUTURE USE]

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Third Revised Sheet No. 433 Third Revised Sheet No. 433 : Effective
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GENERAL TERMS AND CONDITIONS
(Continued)

- 1.14A The term "Imbalance Management Services" shall mean the options available to Customers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 8.5 of the General Terms and Conditions. These options include TABS-1, MBA, OBA (where applicable) and Imbalance Netting and Trading.
- 1.15 The term "LINK® System Subscriber" shall mean any entity, whether or not a Customer, which has agreed to comply with the procedure for access to the LINK® Customer Interface System (hereinafter called the LINK® System), as more fully set forth in Section 2 of the General Terms and Conditions.
- 1.16 The term "long-term service agreement" shall mean a service agreement containing a primary term of one (1) year or more from the effective date of the service agreement.
- 1.17 The term "Maximum Daily Delivery Obligation" (MDDO) shall mean the maximum quantity of gas which Pipeline is obligated to deliver at an indicated Point of Delivery to Customer as specified in an executed service agreement.
- 1.18 The term "Maximum Daily Injection Quantity" (MDIQ) shall mean the maximum quantity of gas which Pipeline is obligated to inject for Customer into storage for Customer's account on any day pursuant to the applicable storage rate schedule and executed service agreement.
- 1.19 The term "Maximum Daily Quantity" (MDQ) shall mean the maximum quantity of natural gas which Pipeline shall be obligated to deliver in any day to Customer as specified in an executed service agreement.
- 1.20 The term "Maximum Daily Receipt Obligation" (MDRO) shall mean the maximum quantity of natural gas which Pipeline is obligated to receive at an indicated Point of Receipt from Customer as specified in an executed service agreement.
- 1.21 The term "Maximum Daily Withdrawal Quantity" (MDWQ) shall mean the maximum quantity of gas which Pipeline is obligated to withdraw for Customer from storage for Customer's account on any day pursuant to the applicable storage rate schedule and executed service agreement.
- 1.22 The term "Maximum Storage Quantity" (MSQ) shall mean the maximum quantity of gas which Customer is permitted to have in storage at any given time during the contract year as specified in the applicable storage rate schedule and executed service agreement.

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Sixth Revised Sheet No. 434 Sixth Revised Sheet No. 434 : Effective
Superseding: Fifth Revised Sheet No. 434

GENERAL TERMS AND CONDITIONS
(Continued)

The term "Mcf" shall mean 1,000 cubic feet of gas; provided, however, that the term "Mcf" as used in service agreements executed on or before December 31, 1973, shall be equivalent to 1.038089796 dekatherms.

The term "month" shall mean the period beginning at 9:00 a.m. CT or the hour otherwise agreed upon by Customer and Pipeline on the first "day" of the calendar month and ending at the same hour on the first "day" of the next succeeding calendar month.

The term "natural gas" or "gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.

1.25A The term "negotiated rate" shall mean a rate or rate formula mutually agreed upon by Pipeline and Customer pursuant to Section 29 of the General Terms and Conditions with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate. The negotiated rate may be less than, equal to, or greater than the maximum recourse rate; shall not be less than the minimum tariff rate; may be a rate design other than the straight fixed-variable; and may include a minimum quantity.

The term "nomination period" shall mean a period of time Customer includes in a nomination for gas service. All nominations should include Customer defined begin and end dates, provided the nomination begin and end dates are within the term of Customer's contract. To the extent Customer desires to change its nomination for any day(s) within the nomination period, Customer must submit a new nomination for such day(s).

The term "intra-day nomination" shall mean (i) a nomination received during gas day for the same day of gas flow, and (ii) a nomination received after the nominations deadline for the following gas day.

The term "'no-notice' service" shall mean (a) for purposes of Rate Schedule CDS or SCT the right of Customer upon advising Pipeline to increase or decrease deliveries out of Pipeline's system without matching changes to receipts into Pipeline's system for up to two (2) business days or schedule pre-injection into Pipeline's system without matching changes to deliveries out of Pipeline's system for up to two (2) business days or (b) for purposes of Rate Schedule SS-1, FSS-1 or ISS-1 the right of Customer, upon advising Pipeline, to increase or decrease deliveries at any time.

The term "Open-access Rate Schedules" shall mean Pipeline's Rate Schedules CDS, FT-1, SCT, PTI, IT-1, LLFT, LLIT, VKFT, VKIT, SS-1, FSS-1, ISS-1 and TABS-1, TABS-2 and MBA.

The term "Operational Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.

The term "Penn-Jersey Summer Capacity Factor" as used in the FTS-4 Service Agreement shall be equal to .9183 during the period beginning April 1 of each calendar year and continuing through November 14 of that year for quantities of gas received at the Leidy Point of Receipt for Customer's account.

The term "Pipeline" refers to Texas Eastern Transmission Corporation in its role as a provider of transportation and storage services.

The term "Preferential Capacity" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as determined in accordance with Section 9 of the General Terms and Conditions.

The term "quantity of gas" shall mean the number of units of gas expressed in dekatherms unless otherwise specified.

The term "recourse rate" shall mean the rates (other than a negotiated rate as defined in Section 1.25A) applicable to Part 284 services as effective from time to time.

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Superseding: First Revised Sheet No. 435

GENERAL TERMS AND CONDITIONS
(Continued)

1.35 The term "Replacement Customer" shall mean any entity which submitted a bid pursuant to Section 3.13 of the General Terms and Conditions or executing a Capacity Release Umbrella Agreement with Pipeline to participate in Section 3.14 of the General Terms and Conditions.

1.36 The term "short-term service agreement" shall mean a service agreement containing a primary term of less than one (1) year from the effective date of the service agreement.

1.37 The term "Southern Route Summer Capacity Factor" as used in the FTS-4 and FTS-5 Service Agreements shall be equal to .9589 during the period beginning April 1 of each calendar year and continuing through November 14 of that year for quantities of gas received at the Station 23 (Chambersburg) Point of Receipt for Customer's account.

1.38 The term "Storage Inventory" shall mean the quantity of gas in storage for Customer's account at any given time, up to Customer's MSQ, pursuant to the applicable rate schedule and executed service agreement.

1.39 The term "Summer Season" as used in Rate Schedule PTI shall mean the period from May 1 through October 31 of any calendar year.

1.40 The term "Suspense Gas" shall mean any quantity of gas received by Pipeline at a Point of Receipt which Pipeline cannot identify under an existing service agreement with Pipeline.

1.41 The term "Systematic Rescheduling" shall identify the procedure by which the allocation of capacity between all Customers' rate schedules and contracts is revised in accordance with service priority as a result of a change in nomination by one or more Customers. The procedure includes, but is not limited to, (1) identifying affected Customers and contracts, (2) recalculating Customer service levels, (3) providing notice of economic dispatch bid-up requirements and receiving Customer response, (4) calculating individual Customer and aggregate Customer flows at each affected Receipt and Delivery Point, (5) confirming revised volumes with each Customer and Receipt or Delivery Point operator, and (6) revising predetermined allocations at each Receipt and Delivery Point.

1.42 The term "Total Heating Value" shall mean the number of British Thermal Units generated by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air, and the water formed by combustion is condensed to the liquid state.

1.43 The term "Transportation Path" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean the maximum capacity reserved, first across zones and then within zones, which shall be based on Customer's access to natural gas from Point(s) of Receipt in Pipeline's various zones for redelivery to the various Point(s) of Delivery in Pipeline's zones.

1.44 The term "Transportation Path Quantity" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean the quantity associated with a particular Transportation Path as set forth on Exhibit A of the executed CDS, FT-1 or SCT Service Agreement.

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Third Revised Sheet No. 436 Third Revised Sheet No. 436 : Effective

Superseding: Second Revised Sheet No. 436

GENERAL TERMS AND CONDITIONS

(Continued)

1.45 The term "Web site" shall mean Pipeline's HTML site accessible via the Internet's World Wide Web located at <http://www.duke-energy.com>.

1.46 The term "zone(s)" shall mean the following seven zones into which Pipeline's system is divided:

Access Zone STX includes those facilities upstream of the suction side of Huntsville, Texas, and those facilities upstream of the suction side of Vidor, Texas;

Access Zone ETX includes those facilities downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

Access Zone WLA includes those facilities downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

Access Zone ELA includes those facilities downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

Market Zone 1 includes those facilities downstream of the suction side of Little Rock, Arkansas, and those facilities downstream of the suction side of Kosciusko, Mississippi, to the Illinois - Indiana state line and to the Tennessee - Kentucky state line, respectively;

Market Zone 2 includes those facilities from the Illinois - Indiana state line and those facilities from the Tennessee - Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

Market Zone 3 includes those facilities downstream of the suction side of Delmont Station and those facilities downstream of the discharge side of Station Site No. 22.

1.47 The term "Zone Boundary Entry Quantity" for purposes of Rate Schedules CDS, FT-1, SCT and SS-1 shall be the quantity of gas which Customer may cause Pipeline to receive from another zone, as specified in the executed service agreement.

1.48 The term "Zone Boundary Exit Quantity" for purposes of Rate Schedules CDS, FT-1, SCT and SS-1 shall be the quantity of gas which Customer may cause Pipeline to deliver into another zone, as specified in the executed service agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

2. ELECTRONIC COMMUNICATIONS

- 2.1 Pipeline has established the LINK® Customer Interface System (hereinafter called the LINK® System), for use by any LINK® System Subscriber. The LINK® System is an interactive system pursuant to which Customers' Notices pursuant to Section 3.14 of the General Terms and Conditions will be submitted electronically and, in addition, posted electronically by the Customer. Certain other transactions, such as postings and bids, pursuant to Section 2.3 herein will be electronically confirmed on the LINK® System as they occur. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any party, provided such party has entered into an appropriate written agreement with Pipeline. The LINK® System shall be available on a nondiscriminatory basis to any LINK® System Subscriber provided that such entity has executed a LINK® System agreement, been assigned a user identification and password and agreed to comply with the procedures for access to the LINK® System and with the procedures for use of the LINK® System. Such LINK® System agreement, which can be accessed via Pipeline's Web site, shall be in the form contained in Pipeline's FERC Gas Tariff of which this Section 2 is a part. There is no requirement that a LINK® System Subscriber be a Customer under any of Pipeline's other Service Agreements. Pipeline reserves the right to provide enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be provided to all LINK® System Subscribers. Pipeline will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and equal access to LINK® System manuals and to any information available on the LINK® System.
- 2.2 The LINK® System provides on-line help, a search function that permits LINK® System Subscriber to locate all information concerning a specific transaction, and menus that permit a LINK® System Subscriber to separately access notices of available capacity, each record in the transportation and storage request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download transactional file(s) from the LINK® System and to split extremely large documents into smaller files prior to such download. Pipeline shall maintain and retain daily back-up records of the information displayed on the LINK® System for three (3) years and permit a LINK® System Subscriber to review those records. Completed transactions will remain on the LINK® System for at least ninety (90) days after completion and will then be archived. Archived information is available from Pipeline within two (2) weeks of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.
- 2.3 A LINK® System Subscriber has the option to utilize the LINK® System for the purposes of (a) requesting service, executing, tracking and amending service agreements under Open-access transportation rate schedules and providing nominations, allocations and viewing of operational imbalances under all rate schedules as a Customer of Pipeline pursuant to the applicable rate schedule and the General Terms and Conditions; (b) exercising its rights as a Customer of Pipeline pursuant to Section 3.13 of

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GENERAL TERMS AND CONDITIONS
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the General Terms and Conditions or submitting a bid as a Replacement Customer of Pipeline under such section; (c) exercising its rights as a Customer of Pipeline pursuant to Section 3.14 of the General Terms and Conditions (which if submitted utilizing the LINKp System will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Pipeline pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section; (d) viewing Pipeline's notice of its firm upstream capacity available under the contractual provisions and time periods stated in such section pursuant to Section 3.15 of the General Terms and Conditions; (e) submitting a claim as a Claimant of Suspense Gas pursuant to Section 8.2 of Pipeline's General Terms and Conditions; (f) submitting a bid as a Customer of Pipeline pursuant to Section 8.3 of the General Terms and Conditions; (g) viewing those Point(s) of Receipt and Points(s) of Delivery which are subject to an Operational Balancing Agreement pursuant to Section 8.4 of the General Terms and Conditions; (h) participating as a Customer of Pipeline in the advertisement for exchange or the exchange of one of its Operational Segment Capacity Entitlements pursuant to Section 9.7 of the General Terms and Conditions or one of its firm Point of Receipt entitlements pursuant to Section 9.8 of the General Terms and Conditions; (i) submitting a posting as a TABS-1 Party of Pipeline pursuant to Section 3.2 of Rate Schedule TABS-1; submitting a posting as a TABS-2 Party of Pipeline pursuant to Sections 3.2, 4 and 5 of Rate Schedule TABS-2; or, submitting a posting as an MBA Party of Pipeline pursuant to Section 2.2 of Rate Schedule MBA; (j) viewing a list of the holders of TABS-1, TABS-2 or MBA Service Agreements; (k) viewing and downloading operational data for any gas flow day on the second subsequent gas flow day; and (l) viewing Pipeline's notice of an operational flow order as contemplated by Section 4.3 of the General Terms and Conditions.

2.4 Pipeline shall inform LINKp System Subscribers, on a timely basis via the LINKp System, about the availability of firm and interruptible capacity. Pipeline shall inform Customers about the Rate Schedule PTI nominations on or before May 1 of each year. Additionally, Pipeline shall maintain both in written form and on the LINKp System a Master Receipt Point List containing the following information for each access zone and segment. Such information shall be updated promptly whenever Point(s) of Receipt are added to Pipeline's system.

- a) Name of the Point of Receipt;
- b) Meter number of the Point of Receipt;
- c) Location (legal description) of Point of Receipt;
- d) Operator name and phone number to the extent available;
- e) Availability of EGM;
- f) Design capacity;
- g) Any firm capacity already assigned at such point;

2.5 Pipeline, on the effective date of and pursuant to Section 3.14 and Section 3.15 of the General Terms and Conditions, will post on the LINKp System for a reasonable period the price, terms and conditions, and names of the parties to all capacity release and assignment agreements existing on such effective date. All Customers holding firm capacity who have executed such service agreements prior to that date must provide such

GENERAL TERMS AND CONDITIONS
(Continued)

information to the Pipeline for posting on the LINK® System. Such posting is to make those agreements public and not to prompt the submittal of bids for such capacity.

- 2.6 For generic, system-wide notices any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Pipeline utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. The provisions of this FERC Gas Tariff requiring that certain matters be written or in writing are satisfied by Customer utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission approved or permitted data sets. An Executable Contract Summary that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract binding on all parties and Customer agrees that such executed Executable Contract Summary is a valid and enforceable contract binding on all parties. All other provisions, including service agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Pipeline and Customer.
- 2.7 Pipeline or an affiliate of Pipeline is the exclusive proprietor of the programming which generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Pipeline) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section or the executed LINK® System agreement acquire any proprietary interests in the programming which generates the LINK® System. As part of Pipeline's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Pipeline will attempt to license these rights for use in the LINK® System by LINK® System Subscribers.
- 2.8 Pipeline shall not be liable to the LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, fires, storms, floods, washouts, power outages, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or computers, failure or malfunction of electronic communication or transmission, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Pipeline and such information is subsequently determined to be inaccurate, the LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Pipeline based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.

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Original Sheet No. 440 Original Sheet No. 440 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

2.9 Pipeline warrants that, without the express consent of LINKp System Subscriber or as provided for in Sections 3.13, 3.14, 3.15, 8.2, 8.3 and 8.4 of the General Terms and Conditions or in Rate Schedules TABS-1, TABS-2 and MBA, no Pipeline employee or agent will disclose to any third party any information regarding research performed through the use of the LINKp System by LINKp System Subscriber.

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Original Sheet Nos. 441-450
are being reserved for future use.

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Fourth Revised Sheet No. 451 Fourth Revised Sheet No. 451 : Effective
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GENERAL TERMS AND CONDITIONS
(Continued)

3. PROCEDURES FOR CONTRACTING FOR AND ABANDONMENT OF SERVICE

3.1 Initial service agreements under Pipeline's Sixth Revised Volume No. 1 FERC Gas Tariff shall be those service agreements entered into in compliance with Order No. 636 with those Customers who as of May 31, 1993, had firm service agreements with Pipeline. Such initial service agreements shall not be subject to Section 3.2, 3.3, or 3.4 unless expressly provided in such sections. Service agreements entered into pursuant to Section 3.14, shall not constitute initial service agreements.

3.2 Specific requests for information concerning service(s) should be directed to:

Texas Eastern Transmission Corporation
Marketing Services
P.O. Box 1642
Houston, Texas 77251-1642
1-800-827-LINK or in Houston, 713-989-LINK
Telecopy: (713) 627-5041

Marketing Services shall provide the requested information orally, or in writing, as appropriate.

On and after June 1, 1993, persons desiring new service under one of Pipeline's Open-access Rate Schedules, and persons submitting a bid for firm service under Rate Schedules CDS, FT-1, SCT, LLFT, VKFT, SS-1 and FSS-1 pursuant to Section 3.13 herein, must submit the required information electronically via the LINK® System or deliver a written, properly executed request for service to Pipeline at the following address:

Texas Eastern Transmission Corporation
Contract Administration
P. O. Box 1642
Houston, Texas 77251-1642
1-800-827-LINK or in Houston, 713-989-LINK
Telecopy: (713) 627-5041

Such request for service shall contain the information specified in Pipeline's current new service request form, which can be accessed via Pipeline's Web site, as such may be revised from time to time, and

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FERC Docket: RP01-182-000

Third Revised Sheet No. 452 Third Revised Sheet No. 452 : Effective
Superseding: Second Revised Sheet No. 452

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- (A) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements;
- (B) For a request for firm service hereunder other than pursuant to Section 3.14 herein, such Customer shall remit one (1) month's prepayment of the Reservation Charge as estimated in accordance with the service and firm rate schedule requested in order to be deemed a valid request. When service is commenced this payment shall be credited to Customer's initial bill, including applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations, for such service rendered. If Customer's request is withdrawn or becomes null and void as set forth in Section 3.6, Pipeline will refund Customer's prepayment; and
- (C) Any credit information requested by Pipeline pursuant to Section 3.3 below.

On or after June 1, 1993, persons desiring service under one of Pipeline's Open-Access Rate Schedules TABS-1, TABS-2 or MBA must submit the required information electronically via the LINK® System or deliver a written, properly executed request for service to Pipeline at the Contract Administration address specified in this Section 3.2. Such request for service shall contain the information specified in Pipeline's current new service request form for aggregation services, which can be accessed via Pipeline's Web site, as such may be revised from time to time, and Sections 3.2(A) through 3.2(C) only to the extent applicable and necessary to effectuate such request for service.

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First Revised Sheet No. 453 First Revised Sheet No. 453 : Effective

Superseding: Original Sheet No. 453

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3.3 Pipeline's acceptance of a request for service under an Open-access Rate Schedule is contingent upon Customer satisfying a credit appraisal by Pipeline. Pipeline shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Such credit appraisal and any further or on-going credit appraisal as may be necessary shall be based upon the following information and criteria:

- (A) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Pipeline shall determine the acceptability of the Customer's overall financial condition;
- (B) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 3.3(A) must show that Customer's obligations are being paid on a reasonably prompt basis;
- (C) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction;
- (D) Customer shall confirm in writing that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
- (E) If Customer has an on-going business relationship with Pipeline, no delinquent balances should be outstanding for services made previously by Pipeline and Customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract; and

GENERAL TERMS AND CONDITIONS
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(F) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

3.4 Upon notification by Pipeline that a Customer has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such Customer may still obtain credit approval by Pipeline if it pays any outstanding balances due Pipeline for service rendered or has complied with Section 10.6 of the General Terms and Conditions with regard to such balances and elects to provide one of the following:

- (A) an advance deposit;
- (B) a standby irrevocable letter of credit;
- (C) security interest in collateral found to be satisfactory to Pipeline; or
- (D) a guarantee, acceptable to Pipeline, by another person or entity which satisfies credit appraisal.

Such advance deposit, standby irrevocable letter of credit, security interest or guarantee should at all times equal the amount equal to three (3) months of highest estimated usage during the term of the service agreement. If Customer's credit standing ceases to meet Pipeline's credit requirements during the period of service, then Pipeline has the right to require security or prepayment as specified herein. If security or prepayment is not tendered in a time period as reasonably determined by Pipeline, then Pipeline is not required to continue service. If Customer is unable to maintain credit approval, the executed service agreement shall terminate as of the first day of the month following written notice to Customer.

Initial service agreements shall be subject to this Section 3.4 only with respect to subsequent failure to satisfy the credit criteria during the term of the service agreement.

3.5 A request for service shall not be deemed to have been received by Pipeline until Pipeline has received the information required or requested under Sections 3.2 through 3.4 herein. In the event that any information provided by Customer in Sections 3.2 through 3.4 has materially changed or may materially change, Customer shall be obligated to provide written notice of such material changes to Pipeline, or Customer under an Initial Service Agreement shall be obligated to provide notice in the format required by Sections 3.2 through 3.4 herein, of such material change in its ability to meet the credit criteria set forth in Section 3.3 on and after the date of execution of the Initial Service Agreement. If Pipeline requests additional information or assurance in accordance with this section, and such additional information or assurance is provided in writing by Customer within ten (10) days of Pipeline's request, Customer's request for service will be deemed to have been received when the information set forth in Sections 3.2 through 3.4 was initially received. Otherwise, Customer's request for service will be

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Second Revised Sheet No. 455 Second Revised Sheet No. 455 : Effective
Superseding: First Revised Sheet No. 455

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deemed to have been received (a) when such additional information or assurance was actually received in writing by Pipeline, (b) in accordance with specific request or conversion procedures as contained in one of Pipeline's rate schedules. Such date a request is deemed to be received by Pipeline (hereinafter called Date of Request) shall be the date utilized by Pipeline for establishing priority in accordance with Section 4 herein.

- 3.6 A service agreement shall be executed in writing or electronically via the LINK® System by Customer and Pipeline following Pipeline's acceptance of Customer's request for service. A Service Agreement shall be executed and, if executed in writing, returned to Pipeline within fifteen (15) days, or ten (10) days provided that the contract is identical to the Customer's submitted request for service, of the later of (i) the determination of the winning bid in an open season, or (ii) the tender of a service agreement by Pipeline. In the event Customer fails to submit a valid nomination for transportation pursuant to an interruptible service agreement within ninety (90) days after the later of (a) the date service is to commence, (b) the date the service agreement is fully executed by Customer and Pipeline, or (c) the date that the facilities, if any, to be constructed are ready for service, the service agreement and the corresponding transportation request for service shall be considered null and void.

For each of Pipeline's firm Rate Schedules, the applicable Executable Contract Summary, in the form contained in this FERC Gas Tariff, reflects contract specific information that appears in the Form of Service Agreement associated with each of Pipeline's firm Rate Schedules and will serve as the executable version of the Service Agreement, when execution is performed electronically via the LINK® System. The Executable Contract Summary, the Form of Service Agreement, the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire agreement between Customer and Pipeline.

For each of Pipeline's interruptible Rate Schedules, the applicable Form of Service Agreement, in the form contained in this FERC Gas Tariff, will serve as the executable version of the Service Agreement. The Form of Service Agreement, the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire agreement between Customer and Pipeline.

- 3.7 Pipeline shall provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's Regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other Customers in scheduling, transportation, storage or curtailment priority. Pipeline shall not condition or tie its agreement to provide transportation service to an agreement by the producer, Customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved. Customer shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders gas to Pipeline for service, and such arrangements must be compatible with Pipeline's system operations. Such arrangements shall be coordinated with Pipeline.

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Original Sheet No. 455A Original Sheet No. 455A : Effective

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3.8 Pipeline shall not be required to perform the requested service in the event all facilities (except, and limited to, minor taps) necessary to render the requested service do not exist at the time the request is made.

3.9 No request for service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Pipeline's ability to render services pursuant to Pipeline's firm service rate schedules.

3.10 Subject to the provisions of Section 3.9 herein, if Pipeline informs a party submitting a request for firm service that firm capacity is not available in the production area and a new gathering line or lateral facility would be necessary to provide requested capacity and the party requesting firm service agrees to pay all costs associated with construction and operation of such facilities, Pipeline will construct and operate such facilities subject to its ability to obtain all necessary permits and government approvals and subject to the conditions of the applicable firm rate schedule.

3.11 Subject to the provisions of Section 3.9 herein, the utilization of Point(s) of Receipt and/or Point(s) of Delivery as permitted by Sections 14.7 and 14.8, respectively, will not be considered a new request for purposes of complying with Section 3.5 herein. The Date of Request for such Customer's new Point(s) of Receipt and/or Point(s) of Delivery shall be that Customer's original Date of Request. However, amendments to any service agreement to increase a daily quantity or change or add a new Point(s) of Receipt and/or Point(s) of Delivery pursuant to Section 14.9 will be considered a new request for purposes of complying with Section 3.5 herein. Subject to the provisions of Section 3.9 herein, amendments to any

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interruptible service agreement to renew or extend the term of such service agreement will not be considered a new request for purposes of complying with Section 3.5 herein.

3.12 Allocation of Available Firm Capacity

- (A) Firm capacity that is or becomes available on Pipeline's system from time to time shall be allocated pursuant to the procedures set forth in this Section 3.12.
- (1) Subject to all requirements for requests for firm service in this Section 3 of the General Terms and Conditions, firm capacity will be allocated to that request(s) generating the highest net present value to Pipeline. Net present value will be determined based on the discounted cash flow of revenues to Pipeline produced, lost, or affected by the request(s) for service. In determining the highest net present value, Pipeline will consider objective criteria only. Such criteria may include, without limitation, the maximum contract quantity requested, the term of the service requested, the date on which the requested service would commence, and such other objective criteria available based on the requests for service received by Pipeline. The net present value evaluation shall include only revenues generated by the reservation rate component except that under a negotiated rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In determining the highest net present value in connection with a Customer paying a negotiated rate higher than the maximum recourse rate, such negotiated rate Customer paying a rate higher than the maximum recourse rate will be deemed to be paying a rate equal to the maximum recourse rate. The net present value discount factor used by Pipeline will be applied consistently to all requests for capacity being evaluated at a particular point in time.
- (2) For requests for firm service with a term of less than 90 days, Pipeline shall have the right, but shall not be obligated, to post on its LINK® system notice of request(s) for service received and prescribe a period of time ("open season") for receiving additional requests to be evaluated contemporaneously; provided, however, if capacity is available to satisfy any such request, Pipeline shall conduct an open season for all requests for firm service with a term of 90 days or more. To the maximum extent possible, Pipeline will attempt to structure any such posting so as not to

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identify specifically the customer or potential customer submitting the request and/or the specific location of the market(s) to be served. Any open season pursuant to this Section 3.12(A) will be conducted to determine which Customer or potential customer values any available capacity the most. In the event Pipeline receives a request for firm service for a term less than 90 days and elects to award available capacity without conducting an open season, such request shall be deemed to have the highest net present value for purposes of this Section 3.12(A).

- (3) For any open season conducted pursuant to this Section 3.12(A), such open season shall be held for a minimum of (i) one (1) business day for service offerings with a term of less than 90 days; or (ii) five (5) business days from the posting of the notice of request for service for the capacity or fifteen (15) business days from the date the capacity in question was first posted as being available for contracting, whichever is the later calendar date, for service offerings with a term of 90 days or longer. In no event shall the open season be for a period greater than one (1) calendar month. All open seasons shall end at 2:00 p.m. CT not less than one (1) business day prior to the date service would be available. Any such posting shall, at a minimum, describe the service available, the date(s) that the service will be available, the duration for which the service will be available, the capacity path, any minimum terms and conditions, any other factors Pipeline shall consider in evaluating requests received during the open season, and any other rules applicable to the open season procedure.
- (4) In the event that Pipeline receives two (2) or more requests for service which produce an equivalent net present value, whether during an open season or otherwise, any available capacity will be allocated between or among such requests on a pro rata basis; provided, however, if one or more party(s) is offered capacity on a pro rata basis pursuant to this Section 3.12(A) and any party declines to contract for such capacity, such party's request shall be deemed null and void and the available capacity will be reallocated among such requests which produce an equivalent net present value.
- (5) Pipeline shall post the winning request(s) and the method of evaluating such request(s) on LINK® within twenty-four (24) hours after the award of capacity.
- (6) In the event capacity is not available to satisfy a request, such request for service will be maintained, if such Customer or potential customer desires, in a firm service queue. If and when capacity subsequently becomes available, such capacity will be

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allocated to the request in the firm service queue, on the date such capacity becomes available and is posted on LINK®, that provides the highest net present value to Pipeline unless an open season is conducted pursuant to this Section 3.12(A). If an open season is conducted, Customer(s) or potential customer(s) in the firm service queue shall be notified and given an opportunity to participate in such open season. If such Customer or potential customer elects not to participate in any such open season, its request shall be deemed null and void.

- (7) In addition to the procedures set forth in this Section 3.12(A), Pipeline shall have the right, but shall not be obligated, from time to time to hold open seasons for potential expansion projects or for available capacity for which no request has been received. During any such open season, Pipeline shall allocate the capacity subject to such open season on the basis of the highest net present value to Pipeline, as determined pursuant to the method described in Section 3.12(A)(1). In this connection, to the extent Pipeline has available unsubscribed capacity, Pipeline reserves the right, but shall not be obligated, to reserve such capacity for a future expansion open season provided that any such open season is conducted by the later of one (1) year from the date Pipeline posts such capacity as being reserved or the date such reserved capacity actually becomes available for use.
- (B) Pipeline will post available capacity before it provides such information to any potential customer.
- (C) Pipeline reserves the right to reject any request for service at less than maximum rate, which may detrimentally impact the operational integrity of Pipeline's system, which does not satisfy all the terms of a specific posting and/or which contains terms and conditions other than those contained in Pipeline's FERC Gas Tariff. If Pipeline rejects an otherwise successful request for available capacity posted pursuant to Section 3.12(B), Pipeline will post on LINK® its reason(s) for such rejection.
- (D) All requests received during an open season remain binding on the requesting party through the end of the open season, unless withdrawn by the requesting party prior to the close of the open season; provided, however, a requesting party may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting party nor an affiliate thereof may submit a request with a lower net present value during the open season. At the end of the open season, all requests either withdrawn or not accepted shall be deemed null and void. In addition, at the end of the open season, the winning bid is binding on the party that submitted the winning bid and a contract will be deemed to be executed at that time and Customer agrees to comply with the requirements of Section 3.6 of these General Terms and Conditions in this regard.

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3.13 Procedures For Avoidance of Pregranted Abandonment

- (A) To the extent a Customer satisfies the bid matching requirements of this Section 3.13 or Pipeline and Customer reach agreement as contemplated by Section 3.13(G), such Customer may retain its capacity and continue to receive firm service under a long-term firm service agreement under an Open-access Rate Schedule for which Pipeline has served notice of termination. If Customer does not satisfy the bid matching requirements of this Section 3.13 or Pipeline and Customer do not reach agreement as contemplated by Section 3.13(G), Customer shall no longer have, as of the termination date of the service agreement, rights under the long-term firm service agreement under an Open-access Rate Schedule for which Pipeline has served notice of termination and Pipeline shall have all necessary abandonment authorizations under the Natural Gas Act. This Section 3.13 is not applicable and Customer shall have no rights hereunder to the extent the long-term firm service agreement under an Open-access Rate Schedule is terminated by Customer, and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In addition to those procedures outlined herein, the following service agreements are not subject to pregranted abandonment and may be abandoned by Pipeline only upon receipt of Commission approval under Section 7(b) of the Natural Gas Act.

Short-term firm service agreements under an Open-access Rate Schedule and interruptible service agreements under an Open-access Rate Schedule are not subject to the abandonment protection of this Section 3.13. Upon termination of such a service agreement, Pipeline shall have all necessary abandonment authorization under the Natural Gas Act effective as of such termination date.

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First Revised Sheet No. 456C First Revised Sheet No. 456C : Suspended
Superseding: Original Sheet No. 456C

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3.13 Procedures For Avoidance of Pregranted Abandonment

- (A) To the extent a Customer satisfies the bid matching requirements of this Section 3.13 or Pipeline and Customer reach agreement as contemplated by Section 3.13(G), such Customer may retain its capacity and continue to receive firm service under a long-term firm service agreement under an Open-access Rate Schedule for which Pipeline has served notice of termination ("right of first refusal"). The right of first refusal shall be applicable only to (i) firm service agreements requiring the payment of the maximum applicable tariff rate with a primary term of at least twelve (12) months of consecutive service, or (ii) firm service agreements requiring the payment of the maximum applicable tariff rate with a primary term of more than one (1) year for service which is not available for twelve (12) consecutive months. Service agreements which include negotiated rates and/or discounted rates shall not be eligible for the right of first refusal, with the exception that any service agreement executed prior to October 1, 2000, shall be granted a one-time exemption and the right of first refusal provisions described in this section shall apply; provided, however, that the right of first refusal shall be applicable to a service agreement entered into or re-executed to supersede a contract grandfathered under the prior provision only if the new service agreement meets the requirements of (i) and (ii) above. If Customer does not satisfy the bid matching requirements of this Section 3.13 or Pipeline and Customer do not reach agreement as contemplated by Section 3.13(G), Customer shall no longer have, as of the termination date of the service agreement, rights under the long-term firm service agreement under an Open-access Rate Schedule for which Pipeline has served notice of termination and Pipeline shall have all necessary abandonment authorizations under the Natural Gas Act. This Section 3.13 is not applicable and Customer shall have no rights hereunder to the extent the long-term firm service agreement under an Open-access Rate Schedule is terminated by Customer, and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In addition to those procedures outlined herein, the following service agreements are not subject to pregranted abandonment and may be abandoned by Pipeline only upon receipt of Commission approval under Section 7(b) of the Natural Gas Act.

Short-term firm service agreements under an Open-access Rate Schedule and interruptible service agreements under an Open-access Rate Schedule are not subject to the abandonment protection of this Section 3.13. Upon termination of such a service agreement, Pipeline shall have all necessary abandonment authorization under the Natural Gas Act effective as of such termination date.

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 FERC Docket: RS92- 11-009

Original Sheet No. 457 Original Sheet No. 457 : Effective

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Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
Algonquin Gas Transmission	04/12/90	03/31/2006	FTS-8 **
Algonquin Gas Transmission	04/12/90	04/15/2000	FTS-7 *
Algonquin Gas Transmission	09/26/86	10/31/2009	FTS
Algonquin Gas Transmission	04/12/90	1/	IT-1 *, **
Algonquin Gas Transmission	04/12/90	11/01/1991	SS
Algonquin Gas Transmission	07/19/63	10/31/1984	X-52
Amoco Production	01/17/78	06/30/1998	X-88
Amoco Production	01/17/78	06/30/1998	X-89
Amoco Production	01/17/78	06/30/1998	X-90
Amoco Production	01/17/78	06/30/1998	X-91
Arkansas Louisiana Gas	11/25/53		X-10
Arkansas Louisiana Gas	03/18/80	1/	X-77
Arkansas Louisiana Gas	11/20/50		X-8
Bristol and Warren Gas Company	11/03/89	03/31/2012	FTS-5
Brooklyn Union Gas	04/12/90	1/	IT-1 *, **
Brooklyn Union Gas	04/12/90	03/31/2006	FTS-8 **
Brooklyn Union Gas	04/12/90	04/15/2000	FTS-7 *
Brooklyn Union Gas	10/27/86	10/31/2009	FTS
Brooklyn Union Gas	10/09/86	03/31/2002	FTS-2
Brooklyn Union Gas	12/01/88	12/01/2008	FTS-4
Brooklyn Union Gas	12/05/89	12/01/2008	FTS-4
Brooklyn Union Gas	04/12/90	10/31/2012	SS
Brooklyn Union Gas	08/13/81		X-116
Brooklyn Union Gas	07/17/86	10/31/2009	X-130
Carnegie Natural Gas Company	11/05/91	1/	IT-1 *
Central Hudson Gas & Electric	07/02/90	1/	IT-1 **
Central Hudson Gas & Electric	01/07/92	03/31/2012	FTS-5
Central Hudson Gas & Electric	07/20/90	03/31/2006	FTS-8
CNG Transmission	08/31/88	10/31/2008	X-135
CNG Transmission	06/14/91	10/31/2012	X-137
Colonial Gas Company	12/19/91	03/31/2012	FTS-5
Columbia and Columbia Gulf	10/01/75		X-78
Columbia and Consolidated	12/10/71		X-60
Columbia Gas Transmission	03/22/90	10/31/2010	CTS
Columbia Gas Transmission	10/28/82	2/	X-121
Columbia Gas Transmission	09/29/86	10/31/2000	X-128
Columbia Gas Transmission	11/22/72		X-62
Columbia Gas Transmission	01/11/78		X-92
Columbia Gas Transmission	09/27/78	2/	X-95
Columbia Gas Transmission	12/11/78		X-96
Columbia Gulf Transmission	12/15/66		X-56
Columbia Gulf Transmission	07/30/79		X-98
Columbia, Consol, National Fuel	02/07/73		X-68

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 FERC Docket: RS92- 11-009

Original Sheet No. 458 Original Sheet No. 458 : Effective

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Restated Schedule	Company	Date of Original Agreement	End of Elected Primary Term	Rate
	Consolidated and Transco	02/15/74	05/21/1985	X-74
	Consolidated Edison Company	10/31/88	1/	IT-1*
	Consolidated Edison Company	10/31/88	04/15/2000	FTS-7*
	Consolidated Edison Company	10/27/86	10/31/2009	FTS
	Consolidated Gas Supply	02/25/65		X-54
	Consolidated Gas Supply	10/19/73	3/	X-70
	Consolidated Gas Supply	11/21/78		X-93
	Consolidated System LNG	05/20/77	4/	X-86
	Delmarva Energy Company	11/21/77	01/01/2000	TS-2
	East Tennessee Natural Gas	08/09/65		X-55
	El Paso Natural Gas	11/12/79	5/	X-101
	Elizabethtown Gas Company	04/12/90	03/31/2006	FTS-8**
	Elizabethtown Gas Company	04/12/90	1/	IT-1*, **
	Elizabethtown Gas Company	04/12/90	04/15/2000	FTS-7*
	Elizabethtown Gas Company	10/27/86	10/31/2009	FTS
	Elizabethtown Gas Company	10/09/86	03/31/2002	FTS-2
	Elizabethtown Gas Company	12/01/88	12/01/2008	FTS-4
	Elizabethtown Gas Company	11/08/89	12/01/2009	FTS-4
	Elizabethtown Gas Company	08/08/92	03/31/2012	FTS-5
	Florida Gas Transmission	11/12/79	5/	X-104
	Florida Gas Transmission	08/02/77	1/	TS-2
	Florida Gas Transmission	05/24/73		X-72
	Hope Natural Gas Company	08/27/59	11/30/1979	X-43
	Indiana Gas Company	11/06/78		X-97
	Long Island Lighting Company	04/12/90	1/	IT-1**
	Long Island Lighting Company	10/27/86	10/31/2009	FTS
	Long Island Lighting Company	12/01/88	12/01/2008	FTS-4
	Long Island Lighting Company	01/13/93	03/31/2012	FTS-5
	Long Island Lighting Company	04/12/90	03/31/2006	FTS-8**
	Michigan Wisconsin Pipeline	09/25/79	09/24/1994	X-109
	Michigan Wisconsin Pipeline	09/25/79		X-110
	Midwestern Gas Transmission	09/14/62		X-48
	Mississippi River Transmission	08/22/73		X-66
	Mobil Oil Corporation	02/18/72	02/20/1993	X-61
	National Fuel Gas Supply	10/30/91	10/31/2010	X-136
	National Gas & Oil Corp.	04/12/90	1/	IT-1*
	Natural Gas Pipeline Co of Am	11/17/72		X-67
	Natural Gas Pipeline Co of Am	12/22/76		X-84
	Natural Gas Pipeline Co of Am	07/22/77	05/12/1993	X-85
	NCNG Exploration	07/07/77	01/01/2000	TS-2
	New Jersey Natural Gas	06/11/90	03/31/2006	FTS-8**
	New Jersey Natural Gas	06/11/90	1/	IT-1*, **
	New Jersey Natural Gas	06/11/90	04/15/2000	FTS-7*
	New Jersey Natural Gas	10/27/86	10/31/2009	FTS

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 FERC Docket: RS92- 11-009

Original Sheet No. 459 Original Sheet No. 459 : Effective

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Restated Schedule	Company	Date of Original Agreement	End of Elected Primary Term	Rate
	New Jersey Natural Gas	10/09/86	03/31/2002	FTS-2
	New Jersey Natural Gas	11/08/89	12/01/2008	FTS-4
	New Jersey Natural Gas	03/14/89	12/01/2008	FTS-4
	New Jersey Natural Gas	01/13/93	03/31/2012	FTS-5
	New Jersey Natural Gas	06/11/90	11/01/1991	SS
	New Jersey Natural Gas	07/17/86	05/30/2000	X-127
	New Jersey Natural Gas	07/17/86	10/31/2009	X-129
	New York State Natural Gas	01/02/51		X-12
	North Jersey Energy Assoc.	07/16/91	03/31/2012	FTS-5
	Northeast Energy Associates	07/16/91	03/31/2012	FTS-5
	Northern Natural Gas	03/23/76	12/17/1994	X-80
	Penn Fuel Gas, Inc.	01/13/93	03/31/2012	FTS-5
	Philadelphia Electric Company	04/12/90	1/	IT-1*, **
	Philadelphia Electric Company	04/12/90	04/15/2000	FTS-7*
	Philadelphia Electric Company	06/12/89	03/31/2002	FTS-2
	Philadelphia Electric Company	04/12/90	11/01/1991	SS
	Philadelphia Gas Works	07/27/90	03/31/2006	FTS-8**
	Philadelphia Gas Works	07/27/90	1/	IT-1*, **
	Philadelphia Gas Works	07/27/90	04/15/2000	FTS-7*
	Philadelphia Gas Works	10/16/86	03/31/2002	FTS-2
	Piedmont Exploration Inc.	03/23/77	01/01/2000	TS-2
	The Providence Gas Company	12/05/89	03/31/2012	FTS-5
	Public Service Electric & Gas	08/22/86	03/31/2006	FTS-8**
	Public Service Electric & Gas	08/22/86	1/	IT-1*, **
	Public Service Electric & Gas	08/22/86	04/15/2000	FTS-7*
	Public Service Electric & Gas	10/27/86	10/31/2009	FTS
	Public Service Electric & Gas	10/09/86	03/31/2002	FTS-2
	Public Service Electric & Gas	03/14/89	12/01/2008	FTS-4
	Public Service Electric & Gas	11/15/89	03/31/2012	FTS-5
	Public Service Electric & Gas	06/20/85	11/01/1988	SS
	Rockingham Exploration Company	12/05/77	01/01/2000	TS-2
	Sabine Production	03/11/81		X-119
	Southern Connecticut Gas Company	01/13/93	03/31/2012	FTS-5
	South Jersey Gas Company	03/02/77	01/01/2000	TS-2
	Southern Natural Gas	11/12/79	5/	X-103
	Southern Natural Gas	07/21/77		X-38
	Southern Natural Gas	07/21/77	2/	X-87
	Tar Heel Energy Corporation	11/17/77	01/01/2000	TS-2
	Tennessee Gas Pipeline	11/12/79	5/	X-100
	Tennessee Gas Pipeline	10/08/79		X-111
	Tennessee Gas Pipeline	11/24/82		X-126
	Tennessee Gas Pipeline	07/30/74		X-65
	Tennessee Gas Pipeline	10/17/74	02/28/1997	X-73

Effective Date: 06/01/1993 Status: Effective
 FERC Docket: RS92- 11-009

Original Sheet No. 460 Original Sheet No. 460 : Effective

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Restated Schedule	Company	Date of Original Agreement	End of Elected Primary Term	Rate
	Texas Gas Transmission	06/25/81	6/	X-117
	Texas Gas Transmission	09/23/71		X-64
	Texas Gas Transmission	11/30/78	05/28/1993	X-94
	Transcontinental Gas Pipe Line	06/13/79	03/22/1982	TS-2
	Transcontinental Gas Pipe Line	04/07/77	01/01/2000	TS-2
	Transcontinental Gas Pipe Line	11/12/79	5/	X-102
	Transcontinental Gas Pipe Line	05/23/78		X-106
	Transcontinental Gas Pipe Line	01/25/80	03/14/1988	X-132
	Transcontinental Gas Pipe Line	11/01/60		X-14
	Transcontinental Gas Pipe Line	12/08/53	11/15/1974	X-28
	Transcontinental Gas Pipe Line	03/23/76	12/17/1994	X-79
	Trunkline Gas Company	02/23/70		X-30
	Trunkline Gas Company	04/20/72		X-63
	UCG Energy Corporation	02/10/78	01/01/2000	TS-2
	UGI Utilities, Inc.	07/07/77	06/15/1981	TS-2
	UGI Utilities, Inc.	01/13/93	03/31/2012	FTS-5
	Union Electric Company	07/27/90	1/	IT-1*
	United Cities Gas Company	07/27/90	1/	IT-1 *, **
	United Cities Gas Company	07/27/90	04/15/2000	FTS-7 *
	United Gas Pipe Line	03/21/80	03/31/1985	X-120
	United Gas Pipe line	08/01/85	04/11/1996	X-131
	United Gas Pipeline	08/05/48		X-1
	United Gas Pipeline	08/13/79	7/	X-107
	United Gas Pipeline	12/19/69		X-57
	United Gas Pipeline	03/29/54		X-6
	United Gas Pipeline	08/23/74		X-75
	Valley Gas Company	11/03/89	03/31/2012	FTS-5

Any agreement in which Pipeline has waived, in writing, its rights to pregranted abandonment

- 1/ Until canceled with prior written notice
- 2/ Initial delivery plus five years
- 3/ Initial delivery plus ten years
- 4/ 20 years after average deliveries reach 365 Mdth/day
- 5/ Coincides with 11/8/79 Border Gas Sales Agreement
- 6/ Until canceled subject to specific circumstances
- 7/ Coincides with 4/18/77 Sea Robin transportation agreement for EI-333 gas

* Formerly Rate Schedule SS-2
 ** Formerly Rate Schedule SS-3

First Revised Sheet No. 461 First Revised Sheet No. 461 : Superseded
Superseding: Original Sheet No. 461

GENERAL TERMS AND CONDITIONS
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- (B) Pipeline shall post at least twelve (12) months but no more than twenty-four (24) months prior to the proposed termination of a firm long term service agreement under an Open-Access Rate Schedule on the LINKp System and the Web site the following information:
- (1) Point(s) of Receipt and Point(s) of Delivery,
 - (2) the specific quantity available under the service agreement to be terminated,
 - (3) the date of expiration,
 - (4) the current maximum rate applicable to the service agreement to be terminated.
- (C) The deadline for the submission of bids from Replacement Customers, who desire service to be provided in whole or in part by the capacity to be made available upon termination of a long-term service agreement, shall be the last day of the fifth month following the month in which Pipeline posts an applicable notice pursuant to Section 3.13(B). To be a valid bid, a bid must comply with the bid requirements set forth in Section 3.13(D). At the close of such bidding period, Pipeline shall select among the valid bids the "best bid(s)", as determined pursuant to Section 3.13(E), and shall relay the relevant terms of such "best bid(s)" to the Customer whose long-term service agreement is being terminated by Pipeline. If Customer elects to match, as determined by Section 3.13(F), the "best bid(s)", the Customer shall be entitled to retain its capacity and continue to receive firm service under a long-term firm service agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)". If Customer does not match the "best bid(s)", then Customer's existing long-term service agreement shall terminate and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Customer to match, Section 3.13(G) shall determine whether Customer shall be entitled to retain its capacity and continue to receive service.
- (D) To be a valid bid, the Replacement Customer must provide all information and data required by Section 3.2 through 3.4 of the General Terms and Conditions. In particular, without limitation, the Replacement Customer must pay Pipeline a bona fide prepayment equal to one (1) month's prepayment of the Reservation Charge determined based on the Replacement Customer's requested price and the desired contractual quantity. If such Replacement Customer's bid is accepted by Pipeline and is not matched by the Customer then, upon commencement of service, the bona fide prepayment shall be promptly credited to such Customer's initial bill for such service rendered. If Replacement Customer's bid is not considered a "best bid(s)" if it is matched or if the Replacement Customer fails to satisfy all of Pipeline's tariff provisions governing Customer eligibility, Pipeline

GENERAL TERMS AND CONDITIONS
(Continued)

- (B) Pipeline shall post at least twelve (12) months but no more than twenty-four (24) months prior to the proposed termination of a firm long term service agreement under an Open-Access Rate Schedule on the LINK® System and the Web site the following information:
- (1) Point(s) of Receipt and Point(s) of Delivery,
 - (2) the specific quantity available under the service agreement to be terminated,
 - (3) the date of expiration,
 - (4) the current maximum rate applicable to the service agreement to be terminated.
- (C) The deadline for the submission of bids from Replacement Customers, who desire service to be provided in whole or in part by the capacity to be made available upon termination of a long-term service agreement, shall be the last day of the fifth month following the month in which Pipeline posts an applicable notice pursuant to Section 3.13(B). For the purposes of this section, the term "in part" shall refer to a volumetric portion of the contractual quantity, and not to a geographic portion of a Customer's firm entitlements under a firm service agreement. To be a valid bid, a bid must comply with the bid requirements set forth in Section 3.13(D). At the close of such bidding period, Pipeline shall select among the valid bids the "best bid(s)", as determined pursuant to Section 3.13(E), and shall relay the relevant terms of such "best bid(s)" to the Customer whose long-term service agreement is being terminated by Pipeline. If Customer elects to match, as determined by Section 3.13(F), the "best bid(s)", the Customer shall be entitled to retain its capacity and continue to receive firm service under a long-term firm service agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)". If Customer does not match the "best bid(s)", then Customer's existing long-term service agreement shall terminate and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Customer to match, Section 3.13(G) shall determine whether Customer shall be entitled to retain its capacity and continue to receive service.
- (D) To be a valid bid, the Replacement Customer must provide all information and data required by Section 3.2 through 3.4 of the General Terms and Conditions. In particular, without limitation, the Replacement Customer must pay Pipeline a bona fide prepayment equal to one (1) month's prepayment of the Reservation Charge determined based on the Replacement Customer's requested price and the desired contractual quantity. If such Replacement Customer's bid is accepted by Pipeline and is not matched by the Customer then, upon commencement of service, the bona fide prepayment shall be promptly credited to such Customer's initial bill for such service rendered. If Replacement Customer's bid is not considered a "best bid(s)" if it is matched or if the Replacement Customer fails to satisfy all of Pipeline's tariff provisions governing Customer eligibility, Pipeline

GENERAL TERMS AND CONDITIONS
(Continued)

will refund, including applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations the Replacement Customer's bona fide prepayment. The bona fide prepayment will not be refunded if the bid is withdrawn by the Replacement Customer. Pipeline may reject all bids which would require Pipeline to discount below a rate and for discount period agreeable to Pipeline.

- (E) Pipeline shall review all bids from Replacement Customers received pursuant to Section 3.13(C), which have not been rejected by Pipeline, to determine which bid is the "best bid(s)". For purposes of this Section 3.13, the "best bid(s)" shall be the bids which yields to Pipeline the highest net present value. Net present value shall be calculated on the basis of the present value of the Reservation Charge per unit to Pipeline except that under a negotiated rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In making the determination of net present value Pipeline shall apply the rate, as of the date of the review, stated in accordance with the most recently auctioned 15-year United States Treasury Bond, to all bids.
- (F) Upon receipt from Pipeline of the "best bid(s)", Customer shall have the right for a thirty (30) day period in which to notify Pipeline whether the Customer is willing to match the "best bid(s)" for the capacity in whole or in part, made available by the termination of such long-term service agreement. Failure to notify Pipeline within said thirty (30) day period constitutes a non-revocable waiver of Customer's right to match the "best bid(s)". In order to match the "best bid(s)", Customer must agree to a rate up to the maximum rate and contract term that provide Pipeline with at least the same net present value, for an equivalent amount of capacity, as the valid "best bid(s)" submitted by the Replacement Customer(s); provided, however, the maximum rate a Customer must match is the maximum rate the Pipeline can charge for delivery to the Customer's Point of Delivery under the Agreement which is subject to the Customer's right to match the "best bid", and the maximum contract term a Customer must match shall not exceed five (5) years.
- (G) In the event Pipeline does not receive any bids pursuant to Section 3.13(C) or Pipeline rejects all bids received due to the fact that such bids were premised on rate discount levels or rate discount periods unacceptable to Pipeline, Pipeline and Customer may mutually agree upon the terms and conditions under which Customer shall be entitled to retain its capacity and continue to receive service. In no event shall Pipeline and Customer agree upon terms which yields to Pipeline a net present value less than any bid received pursuant to Section 3.13(C) and rejected by Pipeline. In the event Pipeline and Customer have not reached agreement on the terms and conditions under which service will be extended before the termination date, at Customer's

GENERAL TERMS AND CONDITIONS
(Continued)

election, service for all or part of the contractual quantity will be extended for a term to be specified by the Customer, so long as such Customer agrees to pay the maximum rate; provided, however, if Pipeline and Customer mutually agree to a lower rate which yields to Pipeline a net present value equal to or greater than any bid received pursuant to Section 3.13(C) and rejected by Pipeline, the Customer does not have to pay the maximum rate to retain the capacity and Pipeline shall have all necessary pregranted abandonment authorization as to any part of the contractual quantity for which Customer elects not to extend service.

3.14 Capacity Release

This Section 3.14 sets forth a firm capacity release mechanism pursuant to which existing Customers under any firm, Open-access, Part 284 service agreement can voluntarily release and assign all or part of their firm capacity rights to a Replacement Customer or a Prearranged Customer that wants to obtain that firm capacity by entering into a contract with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, Open-access, Part 284 service agreement only under this Section 3.14 of Pipeline's General Terms and Conditions. This Section 3.14 is not applicable to any Customer whose service agreement has been executed pursuant to an individually certificated service. Pipeline will use an open bidding format and will post each Customer's offer to release capacity (herein called Customer's Notice) and all the bids against that Customer's Notice, except for the names of the parties. Bids are to be based on the Reservation Charge only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases is set forth on Sheet Nos. 27, 32, 34A, 34B, 34C, 34D, 34E, 38, 42A, 42B, 44 and 47. For purposes of this Section 3.14, a Customer is entitled to specify a rate for the capacity to be released equal to the maximum Reservation Charge, plus all applicable fixed surcharges. Effective through September 30, 2002, or any later date established by the Commission, a Customer, a Replacement Customer or a Prearranged Customer may specify a rate in excess of the maximum rates referenced above if the term of the release is less than one (1) year.

(A) Capacity Eligible For Release:

Pipeline's Customers under any firm, Open-access rate schedules are permitted to release their firm capacity in whole or in part as set forth in 3.14(J) herein, on a permanent or temporary basis, and on a firm or recallable basis. Such Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

(B) Posting Requirements and Bid Periods for Releases Subject to Bidding:

The proposed duration of the Customer's release determines the minimum Bid Period for the Customer's Notice pursuant to this Section 3.14. The capacity release timeline is applicable to all parties involved in the capacity release process; however, the standard timelines are only applicable if (i) all information provided by the parties to the

election, service for all or part of the contractual quantity will be extended for a term to be specified by the Customer, so long as such Customer agrees to pay the maximum rate; provided, however, if Pipeline and Customer mutually agree to a lower rate which yields to Pipeline a net present value equal to or greater than any bid received pursuant to Section 3.13(C) and rejected by Pipeline, the Customer does not have to pay the maximum rate to retain the capacity and Pipeline shall have all necessary pregranted abandonment authorization as to any part of the contractual quantity for which Customer elects not to extend service.

3.14 Capacity Release

This Section 3.14 sets forth a firm capacity release mechanism pursuant to which existing Customers under any firm, Open-access, Part 284 service agreement can voluntarily release and assign all or part of their firm capacity rights to a Replacement Customer or a Prearranged Customer that wants to obtain that firm capacity by entering into a contract with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, Open-access, Part 284 service agreement only under this Section 3.14 of Pipeline's General Terms and Conditions. This Section 3.14 is not applicable to any Customer whose service agreement has been executed pursuant to an individually certificated service. Pipeline will use an open bidding format and will post each Customer's offer to release capacity (herein called Customer's Notice) and all the bids against that Customer's Notice, except for the names of the parties. Bids are to be based on the Reservation Charge only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases is set forth on Sheet Nos. 27, 32, 34B, 34C, 34D, 34E, 34F, 38, 42A, 42B, 44 and 47. For purposes of this Section 3.14, a Customer is entitled to specify a rate for the capacity to be released equal to the maximum Reservation Charge, plus all applicable fixed surcharges. Effective through September 30, 2002, or any later date established by the Commission, a Customer, a Replacement Customer or a Prearranged Customer may specify a rate in excess of the maximum rates referenced above if the term of the release is less than one (1) year.

(A) Capacity Eligible For Release:

Pipeline's Customers under any firm, Open-access rate schedules are permitted to release their firm capacity in whole or in part as set forth in 3.14(J) herein, on a permanent or temporary basis, and on a firm or recallable basis. Such Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

(B) Posting Requirements and Bid Periods for Releases Subject to Bidding:

The proposed duration of the Customer's release determines the minimum Bid Period for the Customer's Notice pursuant to this Section 3.14. The capacity release timeline is applicable to all parties involved in the capacity release process; however, the standard timelines are only applicable if (i) all information provided by the parties to the

GENERAL TERMS AND CONDITIONS
(Continued)

transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release. These Bid Periods are as follows:

- (1) Standard releases of less than five (5) months

For proposed capacity releases of a duration of less than five (5) months for which Customer's Notice was tendered by 1:00 pm CT on any day, the Bid Period shall end at 2:00 pm CT on the same day or at 2:00 pm CT on any subsequent day as specified in Customer's Notice, whichever is elected by Customer. The evaluation period begins at 2:00 pm CT on the day the Bid Period ends, during which contingency is eliminated, determination of best bid is made and ties are broken. Evaluation period ends and match or award is communicated by 3:15 pm CT the same day. If the Prearranged Customer's bid is not the "best bid", Pipeline shall allow such Prearranged Customer a Matching Period of forty-five (45) minutes from 3:15 pm CT to 4:00 pm CT on the day the Bid Period ends, or such later time as permitted by Customer's Notice, to determine whether to match the "best bid" and to notify Pipeline of its decision. Pipeline will post award and finalize all contractual arrangements by 5:00 pm CT on the day the Matching Period ends, or if no Matching Period, on the day the Bid Period ends or such later time as permitted by Customer's Notice. Nominations for gas flow for the next gas day may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will gas flow prior to the effective date of the release as specified in Customer's Notice.

- (2) Standard releases of five (5) months or more

For proposed capacity releases of a duration of five (5) months or more for which Customer's Notice was tendered by 1:00 pm CT on any business day, the Bid Period shall end at 2:00 pm CT on the third business day following such posting or at 2:00 pm CT on any subsequent business day as specified in Customer's Notice, whichever is elected by Customer. The evaluation period begins at 2:00 pm CT on the day the Bid Period ends, during which contingency is eliminated, determination of best bid is made and ties are broken. Evaluation period ends and match or award is communicated by 3:15 pm CT the same day. If the Prearranged Customer's bid is not the "best bid", Pipeline shall allow such Prearranged Customer a

GENERAL TERMS AND CONDITIONS
(Continued)

Matching Period of one (1) hour from 3:00 pm CT to 4:00 pm CT on the day the Bid Period ends, or such later time as permitted by Customer's Notice, to determine whether to match the "best bid" and to notify Pipeline of its decision. Pipeline will post award and finalize all contractual arrangements by 5:00 pm CT on the day the Matching Period ends, or if no Matching Period, on the day the Bid Period ends or such later time as permitted by Customer's Notice. Nominations for gas flow for the next gas day may be submitted upon finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will gas flow prior to the effective date of the release as specified in Customer's Notice.

(3) Timeline for non-standard releases

If Customer specifies a bid evaluation methodology other than those stated in Section 3.14(F) or any special terms or conditions, the above timelines shall apply; provided, however, one additional business day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional business day, causing gas flow to occur at least one day later than under the standard timelines set forth in Sections 3.14(B) (1) and 3.14(B) (2).

(C) Releases Not Subject to Bidding

For proposed capacity releases of a duration of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 3.14(B), or for proposed capacity releases of any duration for which Customer has obtained a Prearranged Customer and the Prearranged Customer is paying the maximum rate and all other terms and conditions of the release are met, Customer shall notify Pipeline by providing the information pursuant to Section 3.14(D) (1), which information will be posted by 9:00 am CT on the day nominations are due on the LINK® System and by electronic data interchange as required by Section 3.14(D) (2); provided, however, through September 30, 2002, or any later date established by the Commission, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than one (1) year must be posted for bidding regardless of the proposed rate. Pipeline will finalize all contractual arrangements and tender contract with contract number by 10:00 am CT on the day nominations are due. The Prearranged Customer must initiate confirmation of prearranged deals electronically. Nominations for the next gas day may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will gas flow prior

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Third Revised Sheet No. 464A Third Revised Sheet No. 464A : Effective
Superseding: Second Revised Sheet No. 464A

GENERAL TERMS AND CONDITIONS
(Continued)

Matching Period of forty-five (45) minutes from 3:15 pm CT to 4:00 pm CT on the day the Bid Period ends, or such later time as permitted by Customer's Notice, to determine whether to match the "best bid" and to notify Pipeline of its decision. Pipeline will post award and finalize all contractual arrangements by 5:00 pm CT on the day the Matching Period ends, or if no Matching Period, on the day the Bid Period ends or such later time as permitted by Customer's Notice. Nominations for gas flow for the next gas day may be submitted upon finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will gas flow prior to the effective date of the release as specified in Customer's Notice.

(3) Timeline for non-standard releases

If Customer specifies a bid evaluation methodology other than those stated in Section 3.14(F) or any special terms or conditions, the above timelines shall apply; provided, however, one additional business day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional business day, causing gas flow to occur at least one day later than under the standard timelines set forth in Sections 3.14(B) (1) and 3.14(B) (2).

(C) Releases Not Subject to Bidding

For proposed capacity releases of a duration of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity releases for bidding pursuant to Section 3.14(B), or for proposed capacity releases of any duration for which Customer has obtained a Prearranged Customer and the Prearranged Customer is paying the maximum rate and all other terms and conditions of the release are met, Customer shall notify Pipeline by providing the information pursuant to Section 3.14(D) (1), which information will be posted by 9:00 am CT on the day nominations are due on the LINK® System and by electronic data interchange as required by Section 3.14(D) (2); provided, however, through September 30, 2002, or any later date established by the Commission, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than one (1) year must be posted for bidding regardless of the proposed rate. Pipeline will finalize all contractual arrangements and tender contract with contract number by 10:00 am CT on the day nominations are due. The Prearranged Customer must initiate confirmation of prearranged deals electronically. Nominations for the next gas day may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will gas flow prior

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FERC Docket: RP97- 3-002

Fourth Revised Sheet No. 465 Fourth Revised Sheet No. 465 : Superseded
Superseding: Third Revised Sheet No. 465

GENERAL TERMS AND CONDITIONS
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to the effective date of the release as specified in Customer's Notice. A Prearranged Customer may not consummate a release with any Customer which utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive days, released capacity to such Prearranged Customer, which prior release was not subject to the bidding requirements for any reason other than the fact that the Prearranged Customer was paying maximum rates for such prior release. All other provisions of this Section 3.14 shall apply, including Customer's obligations under Section 3.14(G) (2).

(D) Notice Required by Customer and Pipeline:

(1) Customer's Notice

A firm Customer that wants to release any or all of its capacity must notify Pipeline via the LINKp System or, where applicable, by electronic data interchange by the Posting Deadline as determined pursuant to Section 3.14(B) herein. Such Customer's Notice shall provide the terms and conditions of the release as follows:

- (a) on a permanent or temporary basis,
- (b) on a firm or recallable basis, and if recallable, reput methods and rights associated with returning the previously recalled capacity to the Replacement Customer,
- (c) the business day the Bid Period will expire if other than Pipeline's default as outlined in Section 3.14(B) herein. The Customer will not be able to specify an extension of the original Bid Period or the prearranged deal Match Period without posting a new release.
- (d) the specific description including a numeric quantity of the capacity rights to be released at a specific location (e.g. station to station, meter to meter, by zone or by portion thereof, or multiple zone, single transaction). The basis for the released quantity shall be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity.
- (e) the releasing agreement,
- (f) the period of time or term, including any objective, not unduly discriminatory right of recall,
- (g) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Customer's Notice,
- (h) the minimum Reservation Charge, if any, or, if the Customer elects, the minimum Reservation Charge

GENERAL TERMS AND CONDITIONS
(Continued)

to the effective date of the release as specified in Customer's Notice. A Prearranged Customer may not consummate a release with any Customer which utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive days, released capacity to such Prearranged Customer, which prior release was not subject to the bidding requirements for any reason other than the fact that the Prearranged Customer was paying maximum rates for such prior release; provided, however, through September 30, 2002, or any later date established by the Commission, the foregoing requirements shall apply to any capacity release transaction for any period of thirty-one (31) days or less, regardless of the rate applicable to the release. All other provisions of this Section 3.14 shall apply, including Customer's obligations under Section 3.14(G) (2).

(D) Notice Required by Customer and Pipeline:

(1) Customer's Notice

A firm Customer that wants to release any or all of its capacity must notify Pipeline via the LINK® System or, where applicable, by electronic data interchange by the Posting Deadline as determined pursuant to Section 3.14(B) herein. Such Customer's Notice shall provide the terms and conditions of the release as follows:

- (a) on a permanent or temporary basis,
- (b) on a firm or recallable basis, and if recallable, repute methods and rights associated with returning the previously recalled capacity to the Replacement Customer,
- (c) the business day the Bid Period will expire if other than Pipeline's default as outlined in Section 3.14(B) herein. The Customer will not be able to specify an extension of the original Bid Period or the prearranged deal Match Period without posting a new release.
- (d) the specific description including a numeric quantity of the capacity rights to be released at a specific location (e.g. station to station, meter to meter, by zone or by portion thereof, or multiple zone, single transaction). The basis for the released quantity shall be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity.
- (e) the releasing agreement,
- (f) the period of time or term, including any objective, not unduly discriminatory right of recall,
- (g) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Customer's Notice,
- (h) the minimum Reservation Charge, if any, or, if the Customer elects, the minimum Reservation Charge

First Revised Sheet No. 466 First Revised Sheet No. 466 : Superseded
Superseding: Original Sheet No. 466

GENERAL TERMS AND CONDITIONS
(Continued)

restated on a volumetric basis, or on a percentage basis of the maximum rate, or for a release on a volumetric basis the volumetric commitments, and/or any other minimum conditions. The Customer must state any rates equal to the number of decimal places in the stated rates per Pipeline's Rate Schedule. Customer may elect not to reveal such minimum conditions to anyone other than Pipeline until after finalization of all contractual arrangements or until the close of the bid period if no bids were submitted.

- (i) Customer may choose a "best bid" evaluation method stated in Section 3.14(F). At Customer's option and in lieu of choosing one of the "best bid" evaluation methods stated in Section 3.14(F), Customer may state an alternative bid evaluation method. Such bid evaluation method shall be objectively stated, applicable to all Replacement or Prearranged Customers and not unduly discriminatory. If Customer states an alternative bid evaluation method, Pipeline is not held to the standard release timelines in Section 3.14(B), and the timeline in Section 3.14(B)(3) will apply.
- (j) whether contingent bids will be accepted, and, if the contingency is not eliminated, all details concerning the evaluation of other bids,
- (k) if Customer does not desire immediate posting of Customer's Notice or bids received, Customer shall provide the posting date and time, insofar as it comports with Section 3.14(B),
- (l) expiration of Matching Period if other than Pipeline's default as outlined in Section 3.14(B) herein, and,
- (m) any additional terms and conditions of releases that are objective and non-discriminatory (e.g. any tie-breaking methodology, agency agreement requirements, limiting reassignment, changing Point(s) of Delivery, or indemnification agreement requirements.) In all cases, however, Customer's specified bid evaluation method must be set forth with sufficient specificity that the Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Pipeline.

(2) Posting

Any Customer's Notice will be posted on the LINKp System and by electronic data interchange until the expiration of the Bid Period, except for those Customers' Notices for capacity release of a duration

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- restated on a volumetric basis, or on a percentage basis of the maximum rate, or for a release on a volumetric basis the volumetric commitments, and/or any other minimum conditions. The Customer must state any rates equal to the number of decimal places in the stated rates per Pipeline's Rate Schedule. Customer may elect not to reveal such minimum conditions to anyone other than Pipeline until after finalization of all contractual arrangements or until the close of the bid period if no bids were submitted.
- (i) Customer may choose a "best bid" evaluation method stated in Section 3.14(F). At Customer's option and in lieu of choosing one of the "best bid" evaluation methods stated in Section 3.14(F), Customer may state an alternative bid evaluation method. Such bid evaluation method shall be objectively stated, applicable to all Replacement or Prearranged Customers and not unduly discriminatory. If Customer states an alternative bid evaluation method, Pipeline is not held to the standard release timelines in Section 3.14(B)(1) or 3.14(B)(2), and the timeline in Section 3.14(B)(3) will apply.
 - (j) whether contingent bids will be accepted, and, if the contingency is not eliminated, all details concerning the evaluation of other bids,
 - (k) if Customer does not desire immediate posting of Customer's Notice or bids received, Customer shall provide the posting date and time, insofar as it comports with Section 3.14(B),
 - (l) expiration of Matching Period if other than Pipeline's default as outlined in Section 3.14(B) herein, and,
 - (m) any additional terms and conditions of releases that are objective and non-discriminatory (e.g. any tie-breaking methodology, agency agreement requirements, limiting reassignment, changing Point(s) of Delivery, or indemnification agreement requirements.) In all cases, however, Customer's specified bid evaluation method must be set forth with sufficient specificity that the Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Pipeline.
- (2) Posting
- Any Customer's Notice will be posted on the LINK® System and by electronic data interchange until the expiration of the Bid Period, except for those Customers' Notices for capacity release of a duration

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of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity release for bidding pursuant to Section 3.14(B), or for capacity releases of any duration for which Customer has obtained a Prearranged Customer and such Prearranged Customer is paying the maximum rate and all other conditions are met, which shall not be subject to bidding but only posting, not later than forty-eight (48) hours after the finalization of all contractual arrangements. All terms and conditions of completed capacity release transactions will be posted on the LINKp System and, where applicable, by electronic data interchange in accordance with Section 2.2 of the General Terms and Conditions, including the names of the Customers involved in the capacity release transaction. Pipeline, when requested by the Customer, may take other action to market any released capacity. The Customer may search for any party to take its capacity both before and after such capacity is posted on the LINKp System or, where applicable, by electronic data interchange. However, such capacity release shall not be consummated until after it is posted. Contracting is done directly with Pipeline.

(E) Allocation of Released Capacity:

Pipeline shall select the "best bid" as defined in Section 3.14(F) from among the bids received. However, if more than one bidder submits the "best bid," the first bidder in time, inclusive of the Prearranged Customer, shall be selected and posted as the "best bid", unless the Customer specifies another tie-breaking methodology in its Customer's Notice. If multiple bids meeting minimum conditions have been submitted, bids shall be awarded, best bid first, until all offered capacity is awarded. Any bid submitted for released capacity pursuant to Section 3.14(B) may state that its acceptance is contingent; provided, the Customer's Notice allows the submission of contingent bids pursuant to Section 3.14(D) (1) (j). Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINKp System or, where applicable, through electronic data interchange; provided, Pipeline will allow any Prearranged Customer to match, in accordance with Section 3.14(B), the "best bid" after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid.

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of thirty-one (31) days or less for which Customer has obtained a Prearranged Customer and Customer elects not to post such proposed capacity release for bidding pursuant to Section 3.14(B), or for capacity releases of any duration for which Customer has obtained a Prearranged Customer and such Prearranged Customer is paying the maximum rate and all other conditions are met, which shall not be subject to bidding but only posting, not later than forty-eight (48) hours after the finalization of all contractual arrangements; provided, however, through September 30, 2002, or any later date established by the Commission, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than one (1) year must be posted for bidding, regardless of the proposed rate. All terms and conditions of completed capacity release transactions will be posted on the LINK® System and, where applicable, by electronic data interchange in accordance with Section 2.2 of the General Terms and Conditions, including the names of the Customers involved in the capacity release transaction. Pipeline, when requested by the Customer, may take other action to market any released capacity. The Customer may search for any party to take its capacity both before and after such capacity is posted on the LINK® System or, where applicable, by electronic data interchange. However, such capacity release shall not be consummated until after it is posted. Contracting is done directly with Pipeline.

(E) Allocation of Released Capacity:

Pipeline shall select the "best bid" as defined in Section 3.14(F) from among the bids received. However, if more than one bidder submits the "best bid," the first bidder in time, inclusive of the Prearranged Customer, shall be selected and posted as the "best bid", unless the Customer specifies another tie-breaking methodology in its Customer's Notice. If multiple bids meeting minimum conditions have been submitted, bids shall be awarded, best bid first, until all offered capacity is awarded. Any bid submitted for released capacity pursuant to Section 3.14(B) may state that its acceptance is contingent; provided, the Customer's Notice allows the submission of contingent bids pursuant to Section 3.14(D) (1) (j). Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINK® System or, where applicable, through electronic data interchange; provided, Pipeline will allow any Prearranged Customer to match, in accordance with Section 3.14(B), the "best bid" after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid.

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(F) "Best Bid":

The "best bid" shall be determined in accordance with the bid evaluation method specified by the Customer pursuant to Section 3.14(D)(1)(i). The "best bid" may be determined as that bid which generates (1) the highest rate, (2) the maximum net revenue, or (3) the highest present value. In the event the Customer elects not to submit a bid evaluation method, the "best bid" shall be the bid which generates the maximum net revenue. However, Pipeline shall reject any bid which does not match the minimum term or any other minimum specifications set forth in Customer's Notice. If pursuant to Section 3.14(D)(1)(h) Customer states the minimum Reservation Charge on a percentage basis of the maximum rate, bids shall be received on a percentage basis of the maximum rate. For all releases, the usage portion of the rates is determined by the Pipeline and the Replacement or Prearranged Customer and as such will not be taken into consideration when determining the "best bid". In the event both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 3.14(D)(1)(h) and generate the "best bid", Pipeline shall reject the contingent bid.

(G) Obligations of All Parties:

(1) Obligation of Pipeline

Pipeline will be required pursuant to Section 2 of the General Terms and Conditions to provide the LINK[®] System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 3.14 and to otherwise comply with the provisions of this section. If the Replacement or Prearranged Customer satisfies the Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline shall notify a Customer in the event such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service provided when such amount is due in accordance with Section 10 of the General Terms and Conditions. Pipeline will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement, a Form of Service Agreement of which is contained in the General Terms and Conditions, with the Replacement or Prearranged Customer. Pipeline will notify the Customer with recall rights of the name of new Replacement Customers who subsequently obtain such capacity after the Addendum to the Capacity Release Umbrella Agreement is executed. In those instances when the Commission determines that Pipeline charged more than the just and reasonable rate and requires

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(F) "Best Bid":

Bids in excess of the maximum rate shown on the applicable rate sheet will be accepted from potential Replacement or Prearranged Customers for a release with a term of less than one (1) year for service rendered through September 30, 2002, or any later date established by the Commission, and will be utilized in the determination of the "best bid" pursuant to this section.

The "best bid" shall be determined in accordance with the bid evaluation method specified by the Customer pursuant to Section 3.14(D)(1)(i). The "best bid" may be determined as that bid which generates (1) the highest rate, (2) the maximum net revenue, or (3) the highest present value. In the event the Customer elects not to submit a bid evaluation method, the "best bid" shall be the bid which generates the maximum net revenue. However, Pipeline shall reject any bid which does not match the minimum term or any other minimum specifications set forth in Customer's Notice. If pursuant to Section 3.14(D)(1)(h) Customer states the minimum Reservation Charge on a percentage basis of the maximum rate, bids shall be received on a percentage basis of the maximum rate. For all releases, the usage portion of the rates is determined by the Pipeline and the Replacement or Prearranged Customer and as such will not be taken into consideration when determining the "best bid". In the event both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 3.14(D)(1)(h) and generate the "best bid", Pipeline shall reject the contingent bid.

(G) Obligations of All Parties:

(1) Obligation of Pipeline

Pipeline will be required pursuant to Section 2 of the General Terms and Conditions to provide the LINK® System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 3.14 and to otherwise comply with the provisions of this section. If the Replacement or Prearranged Customer satisfies the Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline shall notify a Customer in the event such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service provided when such amount is due in accordance with Section 10 of the General Terms and Conditions. Pipeline will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement, a Form of Service Agreement of which is contained in the General Terms and Conditions, with the Replacement or Prearranged Customer. Pipeline will notify the Customer with recall rights of the name of new Replacement Customers who subsequently obtain such capacity after the Addendum to the Capacity Release Umbrella Agreement is executed. In those instances when the Commission determines that Pipeline charged more than the just and reasonable rate and requires

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refunds, Pipeline will work out refunds with and among the various parties with whom it dealt in the capacity release situation, and pending such resolution with the various parties shall deposit such refunds in an escrow account.

(2) Obligations of Customer

The service agreement of the Customer will remain in full force and effect, with a portion of the proceeds attributable to any release and assignment credited to the existing Customer's bill as provided in Section 3.14(H). The Customer shall remain ultimately liable to Pipeline for all Reservation Charges and Reservation Surcharges under the terms of its service agreement with Pipeline. Under negotiated rate agreements, the Releasing Customer is obligated to pay the Pipeline the difference by which the negotiated rate exceeds the rate paid by the Replacement Customer. Under negotiated rate agreements, Pipeline and the Releasing Customer may agree upon payment obligations and crediting mechanisms which vary from or are different from those set forth in Pipeline's capacity release provisions. However, no new obligation or liability is created as a result of such assignments of the rights and obligations under the service agreement. If Pipeline waives any credit requirements for a Prearranged Customer or a Replacement Customer, Pipeline shall limit the liability of the Customer to the extent of such credit waiver, unless Customer agrees to the waiver. To the extent Pipeline does not require continuing assurances of creditworthiness under Section 3.5 of the General Terms and Conditions for Prearranged Customers or Replacement Customers any less than it does its Customer, Customer continues to be liable. For Customers under Rate Schedule SS-1 who elect, under Section 2.5 of Rate Schedule SS-1, to convert all or a portion of their service to service under Rate Schedule FT-1 and FSS-1 for the duration of the capacity release, such SS-1 Customer shall be liable for all Reservation Charges and reservation surcharges, attributable to such released quantity. The Replacement or Prearranged Customer shall be liable to Pipeline for all charges incurred by such Replacement or Prearranged Customer, such as the Usage Charge(s), volumetric surcharges, Overrun Charges, Excess Charges, imbalances or other volumetric costs. In the event there is a permanent release of Customer's capacity, Pipeline will agree to discharge the Customer of liability, on a prospective basis, in whole or in part. Any Customer retaining the right of recall must provide notification via the LINK® System to Pipeline and Replacement Customer by 8:00 am CT on the day nominations are due, provided such recall conforms to the recall terms of such Customer's Notice and such recall does not constitute a waiver or modification of Section 4 of Pipeline's General Terms and Conditions and such recall of capacity is not for a partial day. Any Customer may exercise a right of recall, subject to the provisions herein, in the event a Replacement or Prearranged Customer fails to pay part or all of the

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amount of any bill for service provided when such amount is due in accordance with Section 10 of the General Terms and Conditions. Any Customer will have the right to withdraw its Customer's Notice any time prior to the close of the Bid Period associated with such Customer's Notice, provided the withdrawal of such Customer's Notice must be solely in order to remedy an unanticipated need for such capacity and provided that no bid meeting the minimum conditions specified by customer pursuant to Section 3.14(D)(1)(h) has been made. The Customer's Notice will be legally binding on Customer until written or electronic notice of withdrawal is received by Pipeline. The reason for withdrawal must be submitted to Pipeline for posting.

(3) Obligations of Replacement or Prearranged Customers

Replacement and Prearranged Customers must be on Pipeline's approved bidder list before bids may be posted on the LINKp System, must have an executed Capacity Release Umbrella Agreement, and must qualify under Sections 3.3 and 3.4 of the General Terms and Conditions at the time of any bid. Bids will be legally binding on the Replacement or Prearranged Customer until electronic notice of withdrawal is received by the Pipeline, provided, however bids cannot be withdrawn after the Bid Period ends. Any bid submitted will legally bind the Replacement or Prearranged Customer to the terms of the bid if Pipeline chooses such bid as the "best bid". To be on the approved bidders list, the Replacement or Prearranged Customer must satisfy Pipeline's credit requirements as outlined in Sections 3.3 and 3.4 of the Pipeline's General Terms and Conditions, and provide the information required by Section 3.2 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated every three (3) months. The Replacement or Prearranged Customer shall remain on the approved bidders list until such Replacement or Prearranged Customer notifies Pipeline to the contrary, no longer meets the credit qualifications established in Sections 3.3 and 3.4 of the General Terms and Conditions, or is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 10 of the General Terms and Conditions. The Replacement or Prearranged Customer must satisfy all other Pipeline tariff provisions governing Customer eligibility before it may contract with Pipeline for the released capacity. Once the Replacement or Prearranged Customer executes an Addendum to the Capacity Release Umbrella Agreement

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with Pipeline, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this Section.

(H) Billing:

- (1) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges, reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, Overrun Charges, Excess Charges, imbalances and/or other volumetric costs attributable to any capacity retained by such Customer and Pipeline shall credit the bill of the Customer releasing capacity an amount equal to the Reservation Charges, surcharges and/or other fixed cost attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Customer in the event Pipeline is not paid such charges for the released capacity.
- (2) Notwithstanding the foregoing, Pipeline shall be entitled to retain an agreed upon amount of any applicable Credit Back to be credited to a Customer when Pipeline, at the request of Customer and upon reaching an agreement with Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK System and through electronic data interchange and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Customer has a prearranged deal or where a Replacement Customer accepts a posted Customer's Notice without Pipeline actively marketing that released capacity.

(I) Capacity Assignment:

Once the conditions of this FERC Gas Tariff are met and the terms and conditions specified in the Customer's Notice are met, Replacement or Prearranged Customer and Pipeline will finalize an applicable Addendum to the Capacity Release Umbrella Agreement and the Replacement or Prearranged Customer will be considered as any other existing Customer on Pipeline's system.

(J) Release of Discrete Packages:

In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedules CDS,

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with Pipeline, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this Section.

(H) Billing:

- (1) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges, reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, Overrun Charges, Excess Charges, imbalances and/or other volumetric costs attributable to any capacity retained by such Customer and Pipeline shall credit the bill of the Customer releasing capacity an amount equal to the Reservation Charges, surcharges and/or other fixed cost attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Customer in the event Pipeline is not paid such charges for the released capacity.
- (2) Notwithstanding the foregoing, Pipeline shall be entitled to retain an agreed upon amount of any applicable Credit Back to be credited to a Customer when Pipeline, at the request of Customer and upon reaching an agreement with Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK® System and through electronic data interchange and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Customer has a prearranged deal or where a Replacement Customer accepts a posted Customer's Notice without Pipeline actively marketing that released capacity.
- (3) The rate paid by a Replacement Customer in any capacity release transaction with a term of less than one (1) year during the period from March 27, 2000, through September 30, 2002, or any later date established by the Commission, which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund.

(I) Capacity Assignment:

Once the conditions of this FERC Gas Tariff are met and the terms and conditions specified in the Customer's Notice are met, Replacement or Prearranged Customer and Pipeline will finalize an applicable Addendum to the Capacity Release Umbrella Agreement and the Replacement or Prearranged Customer will be considered as any other existing Customer on Pipeline's system.

(J) Release of Discrete Packages:

In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedules CDS,

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FT-1, SS-1, FSS-1 and SCT, capacity rights under Rate Schedules CDS, FT-1, SS-1, FSS-1 and SCT may be released in discrete packages representing all or a fraction of the firm capacity rights in any segment of Pipeline's system, which includes capacity on third party pipeline systems contracted for by Pipeline and used as an operational loop of its system. In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedules LLFT and VKFT capacity rights under Rate Schedules LLFT and VKFT may be released in discrete packages representing all or a fraction of the firm capacity rights.

Capacity under Rate Schedule SS-1 may be released as a bundled transportation and storage service or separately released as discrete transportation and storage components under Rate Schedules FT-1 and FSS-1, respectively. For purposes of determining the maximum and minimum Reservation Charge rates which may be bid on discrete packages, the maximum and minimum rates shall be determined by reference to Section 3.2 or 3.3 of the applicable Rate Schedule, as applicable, to the proposed capacity release. The Reservation Charge rate shall include the specified Reservation Charge rate and any applicable surcharges.

(K) Uncommitted Capacity:

Pipeline will post on the LINK_b System and the Web site its available uncommitted firm or interruptible capacity, and the terms and conditions applicable to such capacity. Replacement Customers may elect, at their discretion, to contract for Pipeline's uncommitted firm capacity, the released capacity or interruptible capacity.

(L) Capacity Request:

Any LINK_b System Subscriber pursuant to Section 2 of Pipeline's General Terms and Conditions who desires firm capacity may post a request for capacity (herein called "Capacity Request") on the LINK_b System.

3.15 Upstream Firm Capacity Assignment

- (A) Section 3.15(B) sets forth the terms and conditions that are applicable to the assignment of firm capacity under executed service agreements between Pipeline and upstream pipelines that offer transportation service on a firm basis under subpart B or G of Part 284 of the Commission's Regulations. The services and respective entitlements are as listed in Section 3.15(C).

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- (B) Pipeline will assign its upstream firm transportation capacity and its upstream firm contract storage capacity, whether Part 284 or individually certificated, (both hereinafter called upstream capacity) to its firm transportation Customers or their downstream parties and to any other party to the extent necessary to provide capacity to such parties that desire upstream capacity. Pipeline shall not be required hereby to assign interruptible capacity held by Pipeline on upstream pipelines, firm capacity held by Pipeline on intrastate pipelines, or upstream exchange transactions. Assignments will occur as follows:
- (1) All assignments pursuant to this Section 3.15(B) will be permanent and will be effective on the date set forth in the Assignment Agreement. Upon the effective date of such assignment, Pipeline shall be relieved of all rights and obligations associated with the assigned upstream capacity, including but not limited to any and all charges, and Pipeline shall have no further liability of any kind with respect to either the upstream capacity or the assignment.
 - (2) Initial Assignments shall occur hereunder pursuant to 18 C.F.R. Section 284.242 during restructuring discussions in Docket No. RS92-11 under 18 C.F.R. Section 284.14(c) as provided in Section 3.15(B) (4). Additional Assignments of additional available firm upstream capacity may be made by Pipeline after the initial period set forth in Section 3.15(B) (4). Any Initial Assignment pursuant to this Section 3.15(B) (2) must be effectuated before Pipeline releases capacity under the terms of the upstream pipeline's FERC Gas Tariff. If Pipeline releases thereafter capacity under the capacity reallocation provisions of the FERC Gas Tariff of the upstream pipeline, the capacity remains assignable as an Additional Assignment; however, any release made prior to the Additional Assignment would remain in force for its term.
 - (3) Initial Assignments will be made first to firm transportation Customers or their downstream parties and second to any other party based on their firm capacity rights (if any) at the point of interconnection with the upstream pipeline compared to total capacity at the point of interconnection. If there is upstream capacity remaining unassigned, requested Initial Assignments will be made first to firm transportation Customers or their downstream parties and second to any other party on a pro rata basis based on their firm capacity rights, if applicable, or on MDQ requested compared to the total

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requested MDQ on Pipeline's system compared to total firm capacity rights. Additional Assignments will be made to firm transportation Customers or their downstream parties and to any other party on a first-come, first-served basis. In no event will the assignment exceed the request without the mutual agreement of Pipeline and the firm transportation Customer or its downstream party or any other party.

- (4) Pipeline will give notice on the LINK® System of its firm upstream capacity available for Initial Assignment under this Section 3.15 for at least sixty (60) days commencing June 15, 1992, with Initial Assignments to be made effective June 1, 1993 or the effective date of Section 3.15, whichever is later, based on the allocation set forth under Section 3.15(B) (3) to those making requests for assignment to Pipeline in writing within such sixty (60) day period. Thereafter remaining upstream capacity will remain posted on the LINK® System and available for Additional Assignment until all such capacity has been assigned, released, or otherwise disposed of.
- (5) Pipeline will not assign upstream capacity in the restructuring proceedings except under this Section 3.15(B) to ensure that Pipeline's firm transportation Customers or their downstream parties have the first opportunity to gain access to upstream capacity. Initial Assignments of individually certificated upstream capacity will be made to those firm transportation Customers or their downstream parties with executed service agreements under Pipeline's individually certificated rate schedules which are solely dependent on such upstream capacity to provide such service, unless such firm transportation Customers or their downstream parties affirmatively notify Pipeline that it desires to reject such Initial Assignment.
- (6) If firm upstream capacity is not assigned and Pipeline is unable to release available upstream capacity pursuant to the upstream pipeline's capacity reallocation program, it shall file to recover costs associated with such stranded upstream capacity as a transition cost, pursuant to Section 15.2.

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Original Sheet No. 475 Original Sheet No. 475 : Effective

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(C) Firm Upstream Entitlements Eligible for Assignment

The services and respective entitlements eligible for assignment under Section 3.15 are as follows:

Name of Co. -----	RS Docket -----	Agreement Date -----	Volume (MDQ) -----	End of Primary Term -----
UPSTREAM TRANSPORTATION				
ANR Pipeline	92-1	07/27/88	75,000 Mcf/d	10/31/20001
* Columbia Gulf	92-6	06/16/77	40,000 Mcf/d	2
* Columbia Gulf	92-6	07/21/77	90,000 Mcf/d	05/25/903
* Columbia Gulf	92-6	12/10/80	1,000 Mcf/d	03/31/97
** Northern Natural	92-8	03/31/87	27,000 Mcf/d	03/30/2002
** NGPL	92-45	01/28/76	47,000 Mcf/d	01/27/863
** Transco	92-86	01/25/80	40,000 Mcf/d	03/14/884
* Trunkline	92-25	12/01/89	55,000 Mcf/d	12/01/903
UPSTREAM STORAGE				
CNG Transmission	92-14	12/18/79	341,000 Dth/d	04/15/2000
CNG Transmission	92-14	03/20/84	190,000 Dth/d	03/31/2006

- 1 In light of the expiration of the ProGas Limited Agreement, it is Pipeline's position this agreement terminated April 1, 1993. However, ANR Pipeline's position differs from that of Pipeline. This expiration date dispute is pending resolution.
 - 2 Terminates upon depletion of reserves.
 - 3 In evergreen period.
 - 4 Texas Eastern reciprocates with 15,000 Mcf/d. Such agreement was made available for Initial Assignment commencing 02/02/93 and ending 03/02/93 at 1:00 p.m. ET.
- * Termination notices were provided for the unsubscribed portion of upstream capacity on Columbia Gulf and Trunkline on April 26, 1993 and April 30, 1993, respectively.
- ** Termination notices were provided for the unsubscribed portion of upstream capacity on these agreements May 14, 1993.

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Original Sheet No. 476 Original Sheet No. 476 : Superseded

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(Continued)

Additional Firm Upstream Entitlements Eligible for Assignment

- (D) Pipeline will retain, as permitted by the Commission's Order issued April 22, 1993, its upstream capacity on Texas Gas Transmission Corporation, Trunkline Gas Company, Panhandle Eastern Pipe Line Company and San Jacinto Pipeline Company for system operation purposes. Pipeline will post and permit assignment of all or a portion of its upstream capacity on Texas Gas Transmission Corporation, Trunkline Gas Company and Panhandle Eastern Pipe Line Company during periods when it does not need and is not utilizing that capacity to provide service and balance the system, subject to recall. Pipeline will retain, as permitted by the Commission's Order issued January 13, 1993, its upstream capacity on CNG Transmission (agreement dated March 11, 1968) to provide system operation flexibility for "no-notice" service pursuant to Rate Schedules CDS, SCT, SS-1, FSS-1 and ISS-1.

GENERAL TERMS AND CONDITIONS
(Continued)

Additional Firm Upstream Entitlements Eligible for Assignment

- (D) Pipeline will retain, as permitted by the Commission's Order issued April 22, 1993, its upstream capacity on Texas Gas Transmission Corporation, Trunkline Gas Company, Panhandle Eastern Pipe Line Company and San Jacinto Pipeline Company for system operation purposes. Pipeline will post and permit assignment of all or a portion of its upstream capacity on Texas Gas Transmission Corporation, Trunkline Gas Company and Panhandle Eastern Pipe Line Company during periods when it does not need and is not utilizing that capacity to provide service and balance the system, subject to recall. Pipeline will retain, as permitted by the Commission's Order issued January 13, 1993, its upstream capacity on CNG Transmission (agreement dated March 11, 1968) to provide system operation flexibility for "no-notice" service pursuant to Rate Schedules CDS, SCT, SS-1, FSS-1 and ISS-1.

3.16 Procedures for Termination of a Volumetric Portion of Firm Service Agreements

- (A) Subject to all provisions of this Section 3.16, this Section 3.16 provides an option for customers to terminate a volumetric portion of the MDQ under a Customer's open-access Service Agreement in lieu of terminating the entire agreement. Unless otherwise specified in the executed Service Agreement, this Section 3.16 volumetric termination option applies only to executed firm open-access service agreements requiring the payment of the maximum applicable tariff rate and which has a primary term of: (i) at least twelve (12) months of consecutive service; or (ii) more than one (1) year for service which is not available for twelve (12) consecutive months.
- (B) In the event that Customer elects to terminate, either at the end of the stated primary term or any extension thereof, pursuant to the applicable terms and notice requirements included in the service agreement, only a volumetric portion of its MDQ included in such service agreement, then Customer's prior written notification to Pipeline of its intention to partially terminate such service agreement must expressly state (i) the volumetric quantity of the MDQ Customer is terminating; and (ii) the volumetric quantity of the MDQ Customer is retaining. Any such volumetric termination shall reduce the MDDO and MDRO rights specified in Customer's service agreement based on the ratio of the volumetric quantities to be terminated and the MDQ in effect immediately prior to the termination, effective on the date such reduction is effective.
- (C) If Customer's prior written notification to Pipeline to terminate a portion of the volumetric quantity of the MDQ of Customer's service agreement fails to meet the requirements of Section 3.16 (B), Pipeline shall notify Customer within five (5) business days of the insufficiency of such notice. If Customer does not remedy the insufficiency identified by Pipeline within five (5) business days from the date of Pipeline's insufficiency notice to Customer, then such prior written notification to Pipeline to terminate a portion of the volumetric quantity of the MDQ of Customer's service agreement shall be void ab initio and such service agreement shall continue in full force and effect as if Customer had not provided any notice to Pipeline.
- (D) To the extent that Customer delivers to Pipeline a valid notice pursuant to Section 3.16 (B) above, Customer thereafter shall have no right of first refusal pursuant to Section 3.13 of the General Terms and Conditions with respect to the volumetric portion of the MDQ terminated pursuant to this Section 3.16. The Customer will continue to have a right of first refusal for that volumetric portion of the MDQ which was not terminated pursuant to this Section 3.16.

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are being reserved for future use.

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Fourth Revised Sheet No. 487 Fourth Revised Sheet No. 487 : Effective

Superseding: Third Revised Sheet No. 487

GENERAL TERMS AND CONDITIONS

(Continued)

4. SCHEDULING OF SERVICES AND CURTAILMENT OF SERVICES

4.1 Scheduling of Storage and Transportation Services

(A) Nomination and Scheduling Procedure for "No-notice" Services

- (1) If Customer desires service under Pipeline's "no-notice" Rate Schedules, Customer shall advise Pipeline specifying the daily quantity of gas Customer requests under each of Customer's "no-notice" service agreements, up to the applicable contractual quantities, and the date and time such service is required. Customer shall advise Pipeline of the level of receipt of gas for each Point of Receipt and level of delivery of gas for each Point of Delivery under which "no-notice" service is requested.
- (2) Customer may provide the information required by Section 4.1(A)(1) at any time prior to the desired date and time service is desired by Customer to commence.
- (3) Notwithstanding Sections 4.1(A)(1) and 4.1(A)(2), Customer's nomination shall be provided (a) through the LINK_b System no later than 11:30 a.m. CT on the day prior to the first day of the nomination period, or (b) through electronic data interchange and leave control of the nominating party no later than 11:30 a.m. CT and be received by Pipeline by 11:45 a.m. CT on the day prior to the first day of the nomination period, or (c) via telefacsimile no later than 11:30 a.m. CT on the day prior to the first day of the nomination period, so that Pipeline may efficiently schedule services and operate the system to provide all services under this FERC Gas Tariff. Such nomination should reflect the service for each Point of Receipt and Point of Delivery. Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service. Pipeline will provide quick response by noon CT for nominations received through electronic data interchange at 11:45 a.m. CT.

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Fifth Revised Sheet No. 487A Fifth Revised Sheet No. 487A : Effective
Superseding: Fourth Revised Sheet No. 487A

- (4) Notwithstanding Sections 4.1(A)(1) and 4.1(A)(2), Customer shall have the right to submit an intra-day nomination to revise the Point(s) of Receipt and/or Point(s) of Delivery to any non-constrained pipeline segment for a timely transportation nomination that had the original Point of Receipt or Point of Delivery quantity denied due to over-nomination of that point or non-confirmation of the quantity at that point. Such intra-day nomination may be implemented by Pipeline subject to confirmation and if such intra-day nomination is permitted, in Pipeline's reasonable judgment, by Pipeline's system operating conditions.
- (5) When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

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First Revised Sheet No. 487B First Revised Sheet No. 487B : Effective
Superseding: Original Sheet No. 487B

(B) Nomination Procedure for Other Firm Services

- (1) If Customer desires service under Pipeline's other firm Rate Schedules in any nomination period, Customer shall give timely written notice of Customer's nomination to Pipeline specifying the daily quantity of gas Customer requests under each of Customer's service agreements and the date(s) upon which such service is desired. Such nomination should reflect the firm service for each Point of Receipt and Point of Delivery. Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service. In addition, Pipeline may require uniform hourly delivery if necessary to protect the integrity of Pipeline's system, or necessary to satisfy Pipeline's firm obligations.

- (2) Customer's nomination, to be deemed timely, must be provided (a) through the LINKp System no later than 11:30 a.m. CT on the day prior to the first day of the nomination period, or (b) through electronic data interchange and leave control of the nominating party no later than 11:30 a.m. CT and be received by Pipeline by 11:45 a.m. CT on the day prior to the first day of the nomination period, or (c) via telefacsimile no later than 11:30 a.m. CT on the day prior to the first day of the nomination period. Pipeline will provide quick response by noon CT for nominations received through electronic data interchange at 11:45 a.m. CT. Upstream and downstream parties responsible for custody transfer shall provide confirmations of timely nominations by 3:30 p.m. CT.

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Superseding: Original Sheet No. 487C

- (3) In the event Customer does not submit a timely nomination or desires to alter a timely nomination, Customer shall have the right to submit an intra-day nomination to revise Customer's scheduled quantities, Point(s) of Receipt, and/or Points(s) of Delivery on a prospective basis prior to the end of the delivery day; provided, however, that such intra-day nomination will be processed after timely nominations have been scheduled. Such intra-day nomination shall, subject to Section 17 and 4.1(J)(1) of the General Terms and Conditions, be implemented by Pipeline to the extent and only to the extent that Pipeline is able to confirm the receipt and delivery of such gas at the Point(s) of Receipt and Point(s) of Delivery and only if the scheduling of such intra-day nomination will not require the Systematic Rescheduling of Pipeline's capacity among previously scheduled service agreements in order to provide capacity for said intra-day nomination. Such intra-day nomination shall specify Customer's service requirements for one day only and shall include the effective date and time. Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intra-day nomination modifies an existing nomination. The interconnected parties shall agree on the hourly flows for the intra-day nomination.

- (4) When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

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Superseding: Original Sheet No. 487D

- (C) Customers shall have the right to utilize firm Point(s) of Receipt and firm Point(s) of Delivery available on third party pipeline systems within the capacity contracted for and utilized by Pipeline as an operational loop to the extent that the exercise of such right shall not impair Pipeline's ability to satisfy its firm service obligations. Notwithstanding Section 4.1(A) and 4.1(B) Customers electing to utilize Point(s) of Receipt and/or Point(s) of Delivery available on third party pipeline systems within the capacity contracted for and utilized by Pipeline as an operational loop of its system, pursuant to Sections 14.7 and 14.8 of the General Terms and Conditions, must provide written notice of Customer's nomination to Pipeline in accordance with Section 4.1(A) and 4.1(B) or two (2) hours prior to nomination and scheduling deadline(s) of the third party pipeline, whichever is earlier.

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Superseding: Original Sheet No. 487E

(D) Nomination Procedure for Interruptible Services

- (1) If Customer desires service under Pipeline's interruptible Rate Schedules on any day, Customer shall give timely written notice of Customer's nomination to Pipeline specifying the daily quantity of gas Customer requests under each of Customer's service agreements and the date(s) upon which service is desired. Such nomination should reflect the interruptible service for each Point of Receipt and Point of Delivery and Customer's election to pay the applicable maximum rate in accordance with Section 4.2(B)(1). Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service. In addition, Pipeline may require uniform hourly delivery if necessary to protect the integrity of the Pipeline's system, or if necessary to satisfy Pipeline's firm obligations.
- (2) Customer's nomination, to be deemed timely, must be provided (a) through the LINKp System no later than 11:30 a.m. CT on the day prior to the first day of the nomination period, or (b) through electronic data interchange and leave control of the nominating party no later than 11:30 a.m. CT and be received by Pipeline by 11:45 a.m. CT on the day prior to the first day of the nomination period, or (c) via telefacsimile no later than 11:30 a.m. CT on the day prior to the first day of the nomination period. Pipeline will provide quick response by noon CT for nominations received through electronic data interchange at 11:45 a.m. CT. Upstream and downstream parties responsible for custody transfer shall provide confirmations of timely nominations by 3:30 p.m. CT.

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Superseding: Fourth Revised Sheet No. 488

- (3) In the event Customer does not submit a timely nomination or desires to alter a timely nomination, Customer shall have the right to submit an intra-day nomination to revise Customer's scheduled quantities, Point(s) of Receipt, and/or Points(s) of Delivery on a prospective basis prior to the end of the delivery day; provided, however, that such intra-day nomination will be processed after timely nominations have been scheduled. Such intra-day nomination shall, subject to Section 17 and 4.1(J)(1) of the General Terms and Conditions, be implemented by Pipeline to the extent and only to the extent that Pipeline is able to confirm the receipt and delivery of such gas at the Point(s) of Receipt and Point(s) of Delivery and only if the scheduling of such intra-day nomination will not require the Systematic Rescheduling of Pipeline's capacity among previously scheduled service agreements in order to provide capacity for said intra-day nomination. Such intra-day nomination shall specify Customer's service requirements for one day only and shall include the effective date and time. Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intra-day nomination modifies an existing nomination. The interconnected parties shall agree on the hourly flows for the intra-day nomination.

- (4) When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

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Fourth Revised Sheet No. 488A Fourth Revised Sheet No. 488A : Effective
Superseding: Third Revised Sheet No. 488A

(E) Elapsed Prorated Scheduled Quantity

With respect to intraday nominations for reductions in previously scheduled quantities, Pipeline will accept, subject to the limitations set forth in Sections 4.1(A)(4), 4.1(B)(3), and 4.1(D)(3), any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

(F) Minimum GISB Nomination Standards

In the event the more flexible nomination procedures set forth in Sections 4.1(A), (B), (C) and (D) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 4.1(F). Pipeline shall support the following standard nomination cycles:

- (1) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by the Pipeline; noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).
- (2) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Pipeline; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 10:00 pm for Pipeline to provide scheduled quantities to affected Customers 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 Pipeline to receive notice that it is being bumped should be effective at 9:00 am on the gas day; and when an Evening Nomination causes another Service Requester on Pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on gas day.

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Superseding: Fourth Revised Sheet No. 489

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

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

Third Revised Sheet No. 490 Third Revised Sheet No. 490 : Effective
Superseding: Second Revised Sheet No. 490

- (G) At any time, Customer may change, by written notice, the person designated under Section 3.2 of Pipeline's General Terms and Conditions and the person(s) designated by Customer to provide the nomination and scheduling information set forth in this Section to Pipeline. If Customer designates another person or persons to provide nomination and scheduling information, Pipeline shall be entitled to rely on the nomination and scheduling previously provided by Customer unless and until Pipeline receives written notice to the contrary.
- (H) Customer will comply with reasonable requests by Pipeline for additional information which is necessary to perform and protect the integrity of the service hereunder or to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.
- (I) Scheduling Procedures:

For timely nominations as defined in Sections 4.1(B) and 4.1(D) of these General Terms and Conditions, Pipeline will make available scheduled quantities for receipt at Customer's and operator's designated site by 4:30 p.m. CT on the day prior to gas flow. Within four (4) hours of an intra-day nomination, Pipeline will notify affected Customer(s) and point operator(s) of changes in scheduled quantities. Based upon Customer's nominations, including rankings of individual Points of Receipt or Points of Delivery within a service agreement in the event the entirety of Customer's nomination cannot be scheduled, and subject to the provisions of Section 4.1(J) of the General Terms and Conditions, Pipeline shall schedule receipts and deliveries of gas in the following sequence:

- (1) among Customers of Pipeline's firm rate schedules according to the quantities of gas requested to be scheduled by such Customers up to but not in excess of the applicable contractual entitlement of each Customer;
- (2) among Customers of Pipeline's firm rate schedules according to the quantities of gas requested to be scheduled by such Customers under Preferential Capacity entitlements in the Access Area. When Pipeline is unable to schedule all nominations of all such Customers, Pipeline shall schedule quantities among such Customers on a pro rata basis based on such Customers' Operational Segment Capacity Entitlements in the pipeline segment being scheduled.
- (3) among Customers under Rate Schedule PTI;

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- (4) among Customers receiving Excess Withdrawal Gas under Rate Schedule(s) SS, SS-1 and FSS-1, and; among Customers under Pipeline's interruptible rate schedules commencing with service to be charged at the maximum rate of Pipeline then in effect on a first-come, first-served basis based upon the queue priority as determined in accordance with Section 3; next in order shall be service to be charged at a rate that is less than the maximum rate of Pipeline then in effect, in sequence beginning with the rate most proximate to the maximum rate, such determination to be based on the percentage of discount from the applicable maximum rate and within each of these rate categories on a first-come, first-served basis based on queue priority; provided further that within each of these rate categories among Customers with the identical first-come, first-served priority on Pipeline's system where Pipeline is unable to accept the nominations of all such Customers, Pipeline shall schedule quantities among said Customers on a pro rata basis based upon Customer's nominations received by Pipeline. In the event Customer's nomination is for service at a rate less than the applicable maximum rate and Pipeline determines that all timely nominations exceed available interruptible capacity, Customer making such election will be required to pay a higher rate, up to the applicable maximum rate, in order to have its nomination accepted and scheduled by Pipeline to the extent interruptible capacity is available as determined by Pipeline. Pipeline shall notify Customers at such time Pipeline determines that timely nominations exceed available interruptible capacity. Customer shall respond to Pipeline within the time specified in such notice with the elected rate, up to the maximum applicable rate that Customer is willing to pay, in order to have its nomination accepted and scheduled. The time allowed in Pipeline's Notice for Customer's response will be the maximum time Pipeline determines as being available, but in no case will the time allowed be less than two hours. Such election shall be a one time election effective for the remainder of the nomination period. Upon completion of such procedure, Pipeline shall notify each Customer of the quantities available under each of Pipeline's rate schedules at the elected rate.

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(J) No Bump Policy:

- (1) Once service is nominated and scheduled during any gas day as Preferential Capacity and/or by the utilization of flexible Point(s) of Receipt or Point(s) of Delivery under any firm rate schedule, such service shall not be interrupted or curtailed by Pipeline for the purpose of scheduling during the day other Preferential Capacity and/or the utilization of flexible Point(s) of Receipt or Point(s) of Delivery except to the extent interruption or is necessary pursuant to Section 17 of the General Terms and Conditions or to the extent such capacity is required to meet any Customer's firm capacity rights under Pipeline's firm Open-access rate schedules.
- (2) Once service is nominated and scheduled during any gas day under any interruptible rate schedule, such service shall not be interrupted or curtailed by Pipeline for the purpose of scheduling during the day unless (a) such capacity is required to provide a higher priority firm service prior to the Intraday 2 Nomination Cycle as described in Section 4.1(F)(4); or (b) curtailment is necessary pursuant to the provisions of this Section 4 of the General Terms and Conditions.
- (3) Any customer bumped pursuant to this Section 4.1(J) will be notified through the LINKp System and the Web site and by telefacsimile.

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4.2 Capacity Curtailment and Interruption Procedures for Storage and Transportation Services

- (A) Pipeline shall have the right to curtail, interrupt or discontinue service in whole or in part on all or a portion of its system from time to time and at any time (1) for reasons of force majeure or when necessary, in Pipeline's reasonable judgment, to meet its system operating requirements or other higher priority service obligations, (2) to perform routine maintenance, repairs, and regulatory compliance activity as provided in Section 17 of the General Terms and Conditions or (3) to the extent, in Pipeline's reasonable judgment, such service under an interruptible Rate Schedule would impair Pipeline's ability to meet its firm service obligations, or to render any future service that may be provided by Pipeline on a firm basis.
- (B) In the event any services are curtailed or interrupted hereunder, Pipeline shall reduce scheduled service, to zero if necessary, in the following order:
 - (1) scheduled service under Pipeline's interruptible rate schedules commencing with service to be charged at the minimum rate of Pipeline then in effect on a first-come, first-served basis, based upon the queue

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priority as determined in accordance with Section 3; next in order shall be service to be charged at a rate that is greater than the minimum rate of Pipeline then in effect, in sequence beginning with the rate most proximate to the minimum rate, such determination to be based on the percentage of discount from the applicable maximum rate, and within each rate category on a first-come, first-served basis based on queue priority; provided further that within each of these rate categories among Customers with the identical first-come, first-served priority on Pipeline's system where Pipeline is required to interrupt or curtail scheduled interruptible transportation, Pipeline shall prorate the available capacity among said Customers based upon the quantities of gas scheduled by Pipeline for their respective accounts. In addition, a Customer may elect to pay the applicable maximum rate at the time Customer submits its nomination in accordance with Section 4.1(D) (1) of the General Terms and Conditions of Pipeline's FERC Gas Tariff. In the event Customer is receiving service at less than the applicable maximum rate and Pipeline determines that interruption or curtailment of service is required, Customers making such election will be required to pay the applicable maximum rate in order to avoid interruption or curtailment of service to the extent that any interruptible service is available as determined by Pipeline. Such election shall be a one time election effective during such periods of interruption or curtailment regardless of duration;

- (2) scheduled service for Excess Withdrawal Gas under Rate Schedule(s) SS, SS-1 and FSS-1;
- (3) scheduled service under Rate Schedule PTI on a pro rata basis based on scheduled quantities;
- (4) scheduled service under Pipeline's firm Rate Schedules on a pro rata basis. Such proration shall be based on Pipeline's maximum firm daily contractual obligations to provide firm service on that day. Reduction shall be ordered as applicable first among Customers receiving service under Preferential Capacity Entitlements and/or by the utilization of flexible Point(s) of Receipt or Point(s) of Delivery, and second among Customers receiving service under firm capacity rights.

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- (C) If any Customer wishes voluntarily to relinquish any rights to capacity to which such Customer would be entitled under the curtailment program, such Customer shall notify Pipeline sufficiently in advance of the quantities which are to be relinquished, and Pipeline shall take such relinquished quantities into account in determining the total amount to be curtailed.
- (D) In the event Pipeline is advised by a Customer that, absent adjustment of the curtailment level contemplated by Section 4.2, a Customer will be unable for the duration indicated by Customer to avoid irreparable injury to life or property (including environmental emergencies) or to provide for minimum plant protection ("emergency situation"), then Pipeline shall adjust its curtailment of all other Customers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the emergency situation. While Pipeline will make adjustments in curtailment promptly upon notification by Customer, Customer must provide Pipeline within 24 hours of notification a sworn statement attesting:
- (1) to a detailed explanation of and an estimated duration for the emergency situation. Customer shall provide Pipeline immediate notice of the cessation of the emergency situation.
 - (2) that all sources of gas supply available to Customer, including peak-shaving and storage, were and are being utilized to the maximum extent possible during the duration for which the emergency situation is in effect;
 - (3) that all interruptible services of Customer were and are being interrupted or curtailed during the duration for which the emergency situation is in effect; and
 - (4) that no alternate fuel could be utilized or is available to be utilized to prevent the emergency situation.

Pipeline shall not be liable for granting exceptions to the curtailment provisions of Section 4.2(A) for any Customer based upon a request submitted by any such Customer to Pipeline under the emergency situation relief provisions of this Section 4.2(D). In the event the Customer does not provide the sworn statement as required by this Section 4.2(D), then all quantities attributable to the adjustments made by Pipeline shall be billed, in addition to all other charges, at a rate of \$25.00 per dekatherm. All revenues attributable to such \$25.00 per dekatherm charge shall be credited, on a pro rata basis, to those Customers curtailed to a lower quantity as a result of the anticipated sworn statement.

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- (E) Notwithstanding any provision of Section 4.2(D), however, Customer shall not be entitled to relief under Section 4.2(D): (1) to the extent that the emergency situation is due to the Customer's failure to have adequate transportation arrangements in effect for the delivery of Customer's gas at the Point(s) of Delivery in effect hereunder during the relevant period, or (2) to the extent that the quantity of gas required to meet such emergency situation exceeds such Customer's firm contractual rights hereunder.
- (F) If Pipeline is requested to invoke Section 4.2(D) then such requesting Customer's bill for such month shall be adjusted by the amount equal to the aggregate curtailment adjustment quantity requested by the Customer pursuant to Section 4.2(D) multiplied by the Reservation Charge Adjustment for the applicable rate schedule per Dth for the applicable zone. All revenues attributable to such adjustment shall be credited, on a pro rata basis, based on each Customer's additional curtailment quantity due to the emergency, divided by the aggregate of all Customer's curtailment quantity due to the emergency situation to those Customers curtailed to a lower quantity as a result of the emergency situation.
- (G) Curtailment Compliance:
- (1) Without regard to any other remedy provided by law or by the provisions hereof, Pipeline shall be entitled to seek an order from the Commission or any other appropriate duly constituted authority requiring compliance with curtailment or interruption ordered by Pipeline in compliance with this Section 4.2 or any directive from any governmental authority having jurisdiction in the premises.
 - (2) All quantities tendered to Pipeline and/or taken by Customer in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized receipts or deliveries for which a charge of \$25 per Dth shall be assessed. Pipeline will provide Customer reasonable notice of such curtailment or interruption orders and Customer shall be permitted 3 hours, or such lesser time as is required to protect the integrity of Pipeline's system, to reduce its tenders or takes in compliance with the curtailment or interruption orders. If Customer adjusts its tenders or takes within such notice period, then no charge as provided for herein, shall be assessed.
- (H) In the event that any upstream or downstream entity involved in handling Customer's gas, refuses or is unable to receive from or deliver gas to Pipeline, Pipeline shall have the right to curtail receipts or deliveries of gas to Customer.

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(I) Situation Reports and Notices:

- (1) Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing the notice given if originally provided telephonically.
- (2) Customer shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

4.3 Operational Flow Orders

- (A) (1) Pipeline shall have the right to issue operational flow orders as specified in this Section 4.3 upon determination by Pipeline that action is required in order to alleviate conditions which threaten the integrity of Pipeline's system, to maintain pipeline operations at the pressures required to provide an efficient and reliable firm transportation service, to have adequate gas supplies in the system to deliver on demand (including injection of gas into the mainline, providing line pack, and injecting gas into storage at the right place and time), to maintain firm service to all Customers and for all firm services, and to maintain the system in balance for the foregoing purposes. The conditions under which the operational flow orders may be issued by Pipeline and when such operational flow orders will be canceled are set forth in Sections 4.3(B) through 4.3(M) of the General Terms and Conditions. For operational flow orders issued pursuant to Sections 4.3(B) through 4.3(F) and 4.3(I) through 4.3(M), each operational flow order will be issued by 9:00 a.m. CT to be effective at 9:00 a.m. CT of the following day. Such operational flow order will be posted on the LINK® System and the Web site and to the extent the operational flow order is applicable only to specific Customers, Pipeline will notify such Customers by telefacsimile. Notice of operational flow orders will be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). For operational flow orders issued pursuant to Section 4.3(G), the effective date and time will be specified in each operational flow order. Operational flow orders pursuant to Section 4.3(H) will be issued and become effective as defined in Section 4.3(H). The notice period for Customer's nominations established in Section 4.1 shall be extended to 12:00 noon CT on any day that an operational flow order is issued pursuant to this Section 4.3 for all Customers affected by such order.
- (2) Prior to issuing an operational flow order pursuant to this Section 4.3 of the General Terms and Conditions, all tariff remedies will be sought against those at

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fault for disruptions, and the provisions of Sections 4.1 "Scheduling of Storage and Transportation Services" and 4.2 "Capacity Curtailment and Interruption Procedures for Storage and Transportation Services" of the General Terms and Conditions will be applied to all services in the affected area for the purpose of insuring that firm service rights and firm entitlements are not adversely affected by any lower priority service.

All quantities tendered to Pipeline and/or taken by Customer under any Rate Schedule other than under Rate Schedule SCT, on a daily basis in violation of Pipeline's operational flow orders shall constitute unauthorized receipts or deliveries for which a charge of \$25 per Dth shall be assessed. Upon an operational flow order becoming effective as specified in the operational flow order or as provided in Section 4.3(A)(1) of the General Terms and Conditions, Customer, TABS Party, OBA Party or point operator shall be permitted three (3) hours, or such lesser time as is required to protect the integrity of Pipeline's system, to reduce its tenders or takes in compliance with the operational flow orders. If Customer adjusts its tenders or takes within such notice period based on operational data, then no charge, as provided for herein, shall be assessed.

In the event total storage withdrawals exceed 900 MDth for a day and are expected to remain above 900 MDth for two or more additional days, Pipeline may issue an operational flow order pursuant to this Section 4.3(B) of the General Terms and Conditions restricting deliveries under all of Pipeline's rate schedules, such that total scheduled deliveries are equal to confirmed receipts. Additionally, increases in scheduled delivery quantities including "no-notice" delivery quantities will require confirmed receipt increases at the time of revision of scheduled deliveries. If actual receipts are less than scheduled deliveries, then scheduled deliveries will be reduced to balance actual receipts on a daily basis. Excess storage withdrawals under Rate Schedules SS-1 and FSS-1 will not be allowed for the duration of this order. Additionally, imbalances incurred during the term of this operational flow order attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as imbalance gas due to Pipeline on the day following posting of such operational imbalance on the LINK® System, provided, however, that such quantity can be scheduled without exceeding Customer's MDQ of the affected service. For the duration of this operational flow order, if actual delivered quantities for a day exceed 105% of the scheduled delivery quantities for that day, operational flow order penalties will be imposed

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for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A) (2) of the General Terms and Conditions. An operational flow order under this Section 4.3(B) shall not affect a Customer's rights to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT and SS-1. Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.1(E) of the General Terms and Conditions. An operational flow order issued pursuant to this Section 4.3(B) shall be canceled when storage withdrawals for a day are less than 800 MDth.

In the event total storage injections exceed 500 MDth for a day and are expected to remain above 500 MDth for two or more additional days, Pipeline may issue an operational flow order pursuant to this Section 4.3(C) of the General Terms and Conditions restricting receipts under all of Pipeline's rate schedules, including TABS-1, into the Pipeline such that total scheduled receipts are equal to confirmed deliveries. Additionally, decreases in scheduled delivery quantities including "no-notice" delivery quantities will require confirmed receipt reductions at the time of revision of scheduled deliveries. Excess Injection Gas under Rate Schedules SS-1 and FSS-1 will not be allowed for the duration of this order. For the duration of this operational flow order, if actual receipt quantities for a day exceed 105% of the scheduled delivery quantities for that day, operational flow order penalties for all receipt quantities in excess of 100% of the scheduled delivery quantities will be imposed on the Point of Receipt or under each of Pipeline's rate schedules as appropriate pursuant to Section 4.3(A) (2) of the General Terms and Conditions.

Additionally, imbalances incurred during the term of this operational flow order attributable to deliveries of less than 100% of receipt quantities or receipt quantities in excess of 100% of scheduled delivery quantities must be scheduled to be delivered to the Customer or TABS-1 Party on the day following posting of such operational imbalance on the LINK® System. An operational flow order issued pursuant to this Section 4.3(C) shall not affect a Customer's right to increase delivery quantities or reduce receipt quantities pursuant to Rate Schedules CDS, SCT, SS-1 and TABS-1. Scheduled delivery quantities in excess of scheduled receipts will be handled in accordance with Section 8.1(E) of the General Terms and Conditions. An operational flow order issued pursuant to this Section 4.3(C) shall be canceled when storage injections for a day are less than 400 MDth.

In the event total storage withdrawals exceed nominated withdrawals of all storage Customers as a group in a month by 2 MMDth or exceed 5 MMDth on a cumulative basis over two months or more, Pipeline may issue an operational flow order

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pursuant to this Section 4.3(D) of the General Terms and Conditions requiring imbalances incurred during the term of this operational flow order attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as gas due to Pipeline on the day following posting of such operational imbalance on the LINK® System and for imbalances due Pipeline that were incurred prior to the issuance of an operational flow order pursuant to this Section 4.3(D), a quantity equal to 10% of the imbalance must be scheduled as gas due to Pipeline on a daily basis until the imbalance is made up or until the operational flow order issued pursuant to this Section 4.3(D) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule receipts in excess of his MDQ for the affected service. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be increased within twenty-four (24) hours to balance with increases in scheduled delivery quantities or the scheduled delivery quantities will be reduced to match actual receipts. For the duration of this operational flow order, if actual delivered quantities for a day exceed 105% of the scheduled delivery quantities for that day for any of Pipeline's rate schedules, operational flow order penalties will be imposed for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Sections 4.3(A) (2) and 4.3(A) (3) of the General Terms and Conditions. An operational flow order under this Section 4.3(D) shall not affect a Customer's right to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT, and SS-1. Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.1(E) of the General Terms and Conditions. An operational flow order issued pursuant to this Section 4.3(D) will be canceled by Pipeline when storage withdrawals are within 1 MMDth of Customer's nominated storage inventory.

In the event total storage injections exceed nominated injections of all storage Customers as a group in a month by 2 MMDth or 5 MMDth on a cumulative basis over two months or more, Pipeline may issue an operational flow order pursuant to this Section 4.3(E) of the General Terms and Conditions requiring imbalances incurred during the term of this operational flow order attributable to deliveries of less than scheduled delivery quantities or receipts in excess of scheduled receipt quantities must be scheduled as gas due to the Customer, TABS-1 Party, or OBA Party on the day following posting of such operational imbalance on the LINK® System and for imbalances due Customer, TABS-1 Party, or OBA Party incurred prior to issuance of this operational flow order pursuant to this Section 4.3(E), a quantity equal to 10% of the imbalance due Customer, TABS-1 Party, or OBA Party must be scheduled on a daily basis until the imbalance is corrected or until the operational flow order issued

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pursuant to this Section 4.3(E) is canceled. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be decreased within twenty-four (24) hours to balance with decreases in scheduled delivery quantities. For the duration of this operational flow order, if actual receipt quantities for a day exceed 105% of scheduled delivery quantities for that day for any of Pipeline's rate schedules, operational flow order penalties will be imposed for all receipt quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A) (2) of the General Terms and Conditions. An operational flow order issued under this Section 4.3(E) shall not affect a Customer's right to increase delivery quantities or reduce receipt quantities pursuant to Rate Schedules CDS, FT-1, SCT and TABS-1. Scheduled delivery quantities in excess of scheduled receipts will be handled in accordance with Section 8.1(E) of the General Terms and Conditions. An operational flow order issued pursuant to this Section 4.3(E) shall be canceled by Pipeline when storage injections are within 1 MMDth of Customer's nominated storage inventory.

- (F) In the event receipts in segments of the Access Area exceed scheduled receipts and the capacity of the segment, so that high system pressures back off scheduled receipt quantities, Pipeline may issue an operational flow order pursuant to this Section 4.3(F) of the General Terms and Conditions to all Point(s) of Receipt and under all of Pipeline's rate schedules in the affected segment of the Access Area stating that a high pressure condition exists. For the duration of this operational flow order, if actual receipt quantities for a day exceed 105% of scheduled receipt quantities for that day for an affected segment of the Access Area, operational flow order penalties for all receipt quantities in excess of 100% of the scheduled receipt quantities will be imposed on the Point of Receipt or under each of Pipeline's rate schedules as appropriate pursuant to Section 4.3(A) (2) of the General Terms and Conditions. For all Rate Schedule TABS-1 Service Points and individual Point(s) of Receipt in the affected segment, imbalances incurred during the term of this operational flow order attributable to receipts in excess of scheduled receipt quantities must be scheduled as a receipt reduction on the day following posting of such operational imbalance on the LINKp System. For current month imbalances incurred prior to the order issued under this Section 4.3(F) due to receipts in excess of scheduled receipt quantities, receipt reductions equal to 10% of the imbalance will be scheduled daily until the imbalance is corrected or until the operational flow order is canceled. An operational flow order issued pursuant to this Section 4.3(F) will be canceled by Pipeline when the high pressure condition described above has been corrected and the imbalances created by the high pressure condition have been reasonably resolved.

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- (G) In the event there is a need for Pipeline to engage in routine and normal maintenance of the system, to undertake repairs and replacements of lines of pipe, to schedule U.S. DOT compliance activities, to install taps, to make pig runs, to test storage fields, to test equipment, to check or change compressor internals for different flow conditions, or to engage in other similar actions affecting the capacity of any portions of the system of Pipeline, Pipeline shall issue operational flow orders pursuant to this Section 4.3(G) of the General Terms and Conditions to inform all Customers under all of Pipeline's applicable rate schedules of such planned maintenance or other activities that will affect the capacity of any portions of the system, explaining in detail the action which affects the portion of the system and the portion of the system affected. An order issued pursuant to this Section 4.3(G) will contain an estimate of the time, duration, and impact of the activity. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers. This provision is in addition to, but not co-extensive with, the force majeure provision contained in the General Terms and Conditions of Pipeline's FERC Gas Tariff. An event of force majeure may affect deliveries, but not trigger the need for an operational flow order pursuant to this Section 4.3(G). An order issued pursuant to this Section 4.3(G) shall be canceled when such planned maintenance or other activities have been completed.
- (H) In the event the delivery pressure to one or more Customers drops below the pressure provided in the service agreement(s) of the Customer(s), Pipeline may immediately issue an operational flow order pursuant to this Section 4.3(H) of the General Terms and Conditions requiring that deliveries under all of Pipeline's rate schedules be made on a uniform hourly rate effective three (3) hours after issuance of the operational flow order. If only one segment of Pipeline's system has been affected by low pressure, the operational flow order shall be limited to that section of the system. For the duration of this operational flow order, increases in scheduled delivery quantities within affected segments of Pipeline's system will be made on a prospective basis only.
- (I) In the event total remaining storage inventories are reduced to 30% of maximum Storage Inventory at any time, Pipeline may issue an operational flow order pursuant to this Section 4.3(I) of the General Terms and Conditions requiring imbalances incurred during the term of this operational flow order attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as gas due to Pipeline on the day following posting of such operational imbalance on the LINKp System and for imbalances due Pipeline that were incurred prior to the issuance of an operational flow

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order pursuant to this Section 4.3(I), a quantity equal to 10% of the imbalance must be scheduled as gas due to Pipeline on a daily basis until the imbalance is made up or until the operational flow order issued pursuant to this Section 4.3(I) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule receipts in excess of his MDQ for the affected service. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be increased within twenty-four (24) hours to balance with increases in scheduled delivery quantities including "no-notice" delivery quantities or the scheduled delivery quantities will be reduced to match actual receipts. For the duration of this operational flow order, if actual delivered quantities for a day exceed 105% of the scheduled delivery quantities for that day for any of Pipeline's rate schedules, operational flow order penalties will be imposed for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A)(2) of the General Terms and Conditions. An operational flow order under this Section 4.3(I) shall not affect a Customer's right to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT, and SS-1.

Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.1(E) of the General Terms and Conditions. An operational flow order issued pursuant to this Section 4.3(I) will be canceled by Pipeline when total storage inventories have been increased to greater than 30%.

- (J) In the event that the Customers under Rate Schedules SS-1, FSS-1, SS and X-28 are projected to have Storage Inventories less than 95% of the aggregate Maximum Storage Quantity (MSQ) under all such rate schedules by the following November 15, Pipeline may issue during the period from August 1 through November 15 of any year an operational flow order pursuant to this Section 4.3(J) of the General Terms and Conditions requiring each Customer to inject into storage each day its Mandatory Injection Quantity. Such Mandatory Injection Quantity for any Customer shall equal the Customer's remaining open inventory divided by the number of days remaining from the day following issuance of the operational flow order through the following November 15 or the Customer's Maximum Daily Injection Quantity (MDIQ), whichever is less. Customer shall be required to inject the Mandatory Injection Quantity each day until the operational flow order issued pursuant to this Section 4.3(J) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule injections in excess of its MSQ for any affected service. If the total injection requirement exceeds the physical injection capability, each Customer will be required to inject its pro rata allocation of the available

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physical injection capability based on such Customer's MDIQ. An operational flow order issued pursuant to this Section 4.3(J) shall not affect those Customers whose Storage Inventory is greater than or equal to 95% of MSQ at the time of issuance of the operational flow order or those Customers whose remaining open inventory divided by the MDIQ is equal to or less than the number of days from the day following issuance of the operational flow order through the following November 15 minus 15 days. For the duration of the operational flow order under this Section 4.3(J), if the scheduled injection quantity is less than the Mandatory Injection Quantity required for any Customer on any day, the operational flow order penalty pursuant to Section 4.3(A) (2) of the General Terms and Conditions will be imposed for all quantities less than 100% of the Mandatory Injection Quantity. An operational flow order issued pursuant to this Section 4.3(J) shall be canceled by Pipeline or when the aggregate Storage Inventory is equal to 95% of MSQ. An operational flow order issued pursuant to this Section 4.3(J) shall be canceled by Pipeline, on a Customer-by-Customer basis, when each Customer's Storage Inventory is equal to 95% of MSQ.

- (K) In the event total storage withdrawal capabilities decline to less than total daily contracted storage withdrawal rights as revised due to in-field transfers of inventory, Pipeline may issue an operational flow order pursuant to this Section 4.3(K) of the General Terms and Conditions requiring that all quantities of storage inventory transferred in place during the current winter period, November 15 to April 15, be made available to the storage Customer having received the transfer at the lesser of the storage withdrawal rights of the service receiving the transfer or providing the transfer. Withdrawal rates, including ratchets, for the Customer's non-transferred inventory will be calculated in accordance with the storage withdrawal rights of that service. After the Customer has withdrawn his non-transferred inventory, the transferred inventory will be made available at the withdrawal rates, including ratchets, as calculated above. This operational flow order will be canceled at such time that sufficient quantities of gas have been injected in the aggregate by all storage Customers to increase physical withdrawal capability to the sum of all Customers' contractual rights.

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In the event Pipeline projects, based on current operating conditions, that total storage withdrawal capability will decline within five (5) days to less than the total daily contracted firm storage withdrawal rights, Pipeline may issue an operational flow order pursuant to this Section 4.3(L) of the General Terms and Conditions which states that for storage Customers under Rate Schedules SS, SS-1 and FSS-1 who also have a service agreement under Rate Schedules CDS, FT-1 or SCT, aggregate deliveries on any day under all Customers' service agreements pursuant to Rate Schedules CDS, FT-1, or SCT in the Market Zones in which the Transportation Path specified in such service agreements terminates must be attributable, to the maximum extent contractually feasible, to non-storage deliveries from Pipeline's system. Pipeline will issue customer-specific operational flow orders prior to issuing such operational flow order pursuant to this Section 4.3(L). Pipeline will issue, to the extent operationally possible, such operational flow order pursuant to this Section 4.3(L) in conjunction with the beginning of a calendar month. Quantities of gas will be scheduled by Pipeline to be withdrawn pursuant to Rate Schedule SS, SS-1 and/or FSS-1 Service Agreements only after such Customer has nominated and Pipeline has scheduled quantities of gas up to such Customer's maximum daily contractual entitlements in the Market Area under its Rate Schedule CDS, FT-1 and/or SCT Service Agreements (excluding those service agreements which (1) were originally entered into to provide gas supply from storage services provided by third parties or (2) have Transportation Paths which are wholly contained within the Access Area). In the event that such Customer's actual deliveries on any day under Rate Schedule CDS, FT-1 and SCT Service Agreements are less than the maximum daily contractual entitlements in the Market Area under the Rate Schedule CDS, FT-1 and SCT Service Agreements, the lesser of the difference between such Customer's actual deliveries on any day under Rate Schedule CDS, FT-1 and SCT Service Agreements and ninety-seven percent (97%) of the maximum daily contractual entitlements in the Market Area under the Rate Schedule CDS, FT-1 and SCT Service Agreements or the quantities of gas withdrawn pursuant to Rate Schedule SS, SS-1 and/or FSS-1 Service Agreements shall be deemed unauthorized quantities for which a charge of \$25 per Dth shall be assessed.

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An operational flow order issued pursuant to this Section 4.3(L) shall be canceled when the total storage withdrawal capability is equal to or greater than the total daily contracted firm storage withdrawal rights.

- (M) Pipeline may issue such other operational flow orders as may be required for the purposes set forth in Section 4.3(A) (1) of the General Terms and Conditions in order to provide the services contemplated by this FERC Gas Tariff. All orders issued pursuant to this Section 4.3(M) shall be posted on the LINK® System and the Web site with a written explanation of the need for and timing of such order prior to being effective, and will be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). Notice of such order along with the posted explanation will be sent to the Commission by overnight mail.
- (N) Compliance with the operational flow orders and the other terms and conditions of Pipeline's FERC Gas Tariff is essential to Pipeline's ability to provide deliveries and services under all rate schedules. A failure by one or more Customers to comply with the operational flow orders may affect Pipeline's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Pipeline will have no liability or responsibility for its inability to provide deliveries and services to any Customer failing to comply with an operational flow order and will be indemnified and held harmless by the Customer(s) failing to comply with Pipeline's FERC Gas Tariff and in particular the provisions of this Section 4.3 against any claims related to the failure to provide deliveries and services.

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Sheet Nos. 505-513 Sheet Nos. 505-513 : Effective

Sheet Nos. 505-513 are being
reserved for future use.

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5. QUALITY OF GAS

The provisions set forth in this Section 5 shall apply to all gas received or delivered by Pipeline.

5.1 Natural or Artificial Gas

The gas received or delivered by Pipeline hereunder shall be a combustible gas consisting wholly of, or a mixture of:

- (A) Natural gas of the quality and composition produced in its natural state except that the Pipeline may extract or permit the extraction of any of the constituents thereof except methane.
- (B) Gas generated by vaporization of Liquefied Natural Gas (LNG).
- (C) Manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil and gas fields with physical properties such that when the artificial pipeline gas is commingled with natural gas, the two become indistinguishable.

5.2 Total Heating Value

- (A) No gas delivered hereunder shall have a total heating value at the Point of Receipt below Nine Hundred Sixty Seven (967) Btu per cubic foot of dry gas at a temperature of 60° Fahrenheit and under a pressure of 14.73 psia.
- (B) The total heating value shall be determined by gas chromatographic analysis using AGA 3-1990 factors or any revision thereof, or by other methods mutually agreed upon by Customer and Pipeline.
- (C) The average total heating value of the gas shall be determined for any billing period by method or methods mutually agreed upon by Customer and Pipeline.

5.3 Composition

(A) Solids:

The gas shall be commercially free, under continuous gas flow conditions, from objectionable odors, solid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operations of the pipelines, compressor stations, meters, regulators or other appliances through which it flows.

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(B) Oxygen:

The gas shall not have an uncombined oxygen content in excess of two-tenths (0.2) of one percent (1%) by volume, and both parties shall make every reasonable effort to keep the gas free from oxygen.

(C) Carbon Dioxide and Nitrogen:

The gas shall not contain more than four percent (4%) by volume, of a combined total of carbon dioxide and nitrogen; it being understood, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume.

(D) Liquids:

The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered.

(E) Hydrogen Sulfide:

The gas shall not contain more than one-half (0.5) grain (8 ppm) of hydrogen sulfide per one-hundred (100) cubic feet.

(F) Total Sulphur:

The gas shall not contain more than ten (10) grains of total sulphur, excluding any mercaptan sulphur, per one-hundred (100) cubic feet.

(G) Temperature:

The gas shall not have a temperature of more than one-hundred twenty degrees (120o) Fahrenheit.

(H) Water Vapor:

The gas shall not contain in excess of seven (7) pounds of water vapor per million cubic feet.

(I) Liquefiable Hydrocarbons:

The gas shall not contain more than two-tenths (0.2) gallon per thousand cubic feet, of those certain liquefiable hydrocarbons commonly referred to as natural gasoline, as determined by gas chromatographic analysis.

(J) Microbiological Agents:

The gas shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems.

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Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline and Customer which is currently available or may become available at any time.

5.4 If the gas tendered for Customer's account to Pipeline shall fail at any time to conform to any of the specifications set forth in this Section 5 or in Pipeline's reasonable judgment, may cause harm to its facilities or diminish the quality of gas in the system, then Pipeline shall have the right, after either written, oral or telephonic notice to Customer, to refuse to accept all or any portion of such quality deficient gas. In the event Pipeline refuses to accept gas tendered by Customer because such gas does not conform to the specifications set forth herein, Customer shall not be relieved of its obligation to pay any Reservation Charge provided for in Customer's service agreement. If the gas tendered by Pipeline for Customer's account shall fail at any time to conform to any of the specifications set forth in this Section 5 then Customer shall notify Pipeline of such deficiency and may, at its option, refuse to accept delivery pending correction by Pipeline.

5.5 Notwithstanding the requirements set forth in this Section 5, Pipeline may allow Customer to tender for service or cause to be tendered, pursuant to an executed service agreement under Pipeline's rate schedules, gas which does not when injected into Pipeline's pipeline meet the quality specifications set forth in this Section 5; provided that Pipeline's acceptance of such gas shall not adversely impact Pipeline's system facilities or operations, and provided that Customer tenders or causes to be tendered written assurance in form and substance satisfactory to Pipeline that Customer shall process or cause to be processed such gas at the nearest downstream processing plant, and provided further, that once such gas has been processed the commingled gas stream on the outlet side of the processing plant shall be compliant with the quality specifications set forth in this Section 5. Pipeline shall implement this Section 5.5 on a non-discriminatory basis. Customer tendering or causing to be tendered such gas, not Pipeline or Pipeline's other Customers, shall be obligated to bear the costs of such processing. In the event that Customer is unwilling to provide Pipeline written assurance that Customer has the contractual rights to process such gas and that Customer or its designee will in fact process or cause such gas to be processed, Pipeline shall have no obligation to allow Customer to tender and transport such gas and Customer shall have no right to tender and transport such gas. In the event that Pipeline's acceptance of such gas results in the diminution in quality, quantity or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Pipeline's system shall be liable for any damage caused thereby and such Customer shall indemnify and hold Pipeline harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Pipeline for any damage resulting from Pipeline's negligence or willful misconduct in its handling of the gas pursuant to this Section 5.5.

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5.6 Notwithstanding the requirements set forth in Section 5.5, Pipeline, at any time and from time to time, shall have the right, either by written, oral or telephonic notice to Customer, to arrange for any necessary processing of Customer's quality deficient gas tendered to Pipeline to ensure such gas meets the minimum quality specifications set forth in this Section 5. Pipeline shall bill the applicable Customer and such Customer shall pay Pipeline for all costs incurred by Pipeline relating to the processing of the Customer's gas as necessary to ensure that Pipeline fully recovers such costs and applicable carrying charges. Pipeline shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed gas.

5.7 Pipeline shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered may not be the same molecules as those received at the Point of Receipt. To the extent Customer or any other party elects not to exercise its rights, if any, to process gas for the removal of liquids and liquefiable hydrocarbons, Pipeline shall have the unqualified right to process such gas for the purpose of removing, among others, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Pipeline. Prior to July 1, 1993, Pipeline must be advised, by the Customer or any other party electing to exercise their rights, of an initial election to process gas for the removal of liquids and liquefiable hydrocarbons. Effective on October 1, 1993 and thereafter, the Customer or such other party may prospectively change their election by providing Pipeline at least thirty (30) days prior written notice of such changed election; provided, however, such changed election shall remain in effect for a minimum of three (3) months, and provided further, that such changed election shall be effective on the first day of the month after the thirty (30) day notice period. For any period for which the processing election is exercised, the Customer or other applicable party shall be obligated to perform such processing for all relevant gas quantities during such period. The quantities of gas delivered hereunder at the Point(s) of Delivery shall be thermally equivalent to the quantities of gas received at the Point(s) of Receipt for transportation less Applicable Shrinkage and, if applicable, any reduction due to processing.

5.8 Pipeline and Customer may agree, or governmental authorities may require, that the gas be odorized by use of a malodorant agent of such character as to indicate by a distinctive odor the presence of gas. Whenever odorized gas is delivered, the quality and specifications, as set forth in this Section 5 of such gas shall be determined prior to the addition of malodorant or with proper allowance for changes or additions due to such malodorant. Such odorization of the gas by the Pipeline, unless otherwise mutually agreed by Customer and Pipeline, shall be for the purpose of detection of the gas only during the time, prior to delivery to the Customer, when in possession of the Pipeline. Pipeline and Customer may agree from time to time, to allow Customer to deliver odorized gas to Pipeline. Pipeline shall not be obligated to receive such odorized gas from Customer when such receipt may, in Pipeline's sole discretion, be detrimental to Pipeline's system operations.

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6. PRESSURE

6.1 Receipt Pressure Obligations

Customer shall deliver gas or cause gas to be delivered to Pipeline for Customer's account at the Point of Receipt specified in the service agreement at the pressure necessary to enter Pipeline's facilities at such Point of Receipt, but not in excess of the maximum receipt pressure obligation specified in the executed service agreement or in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at such Point of Receipt; provided, further, that Pipeline shall not be obligated to reduce the pressures in its facilities at such Point of Receipt below the pressures which it determines, in its sole judgment, are required from time to time for the operation of its facilities.

6.2 Delivery Pressure Obligations

Pipeline shall deliver gas hereunder for Customer's account at the Point(s) of Delivery specified in the executed service agreement at such pressures as are available at the Point of Delivery and resulting from Pipeline maintaining a discharge pressure of 750 pounds per square inch gauge pressure at the nearest upstream compressor station and a suction pressure of 575 pounds per square inch gauge pressure at the nearest downstream compressor station, if any, provided, however, Pipeline shall be obligated to deliver gas at pressures up to, but not in excess of, the maximum delivery pressure obligation specified in such service agreement. Pipeline shall not be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at such Point of Delivery. In addition, Pipeline and Customer may specify in the executed service agreement a minimum delivery pressure obligation at any Point of Delivery, and Pipeline shall not be obligated to reduce the pressures in its facilities at such Point of Delivery below such minimum delivery pressure obligation.

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7. MEASUREMENT & MEASUREMENT EQUIPMENT

7.1 Determination of Quantity

The quantity of gas received and delivered by Pipeline for Customer's account hereunder shall be measured according to Boyle's and Charles' Laws for the measurement of gas under varying pressures and temperatures with deviations therefrom as provided in paragraph (I) below and shall be determined as follows:

- (A) The unit of measurement for the purpose of service under any of Pipeline's rate schedules shall be one (1) dekatherm (Dth), consisting of one million (1,000,000) British Thermal Units. The number of dekatherms delivered shall be determined by multiplying the number of cubic feet of gas received or delivered, measured on the measurement basis hereinafter specified, by the total heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1 of the General Terms and Conditions, and by dividing the product by 1 million (1,000,000).
- (B) The unit of quantity for the purpose of measurement shall be 1 cubic foot of gas at a temperature of 60o Fahrenheit and at an absolute pressure of 14.73 pounds per square inch.
- (C) The unit of weight for the purpose of measurement shall be one (1) pound mass of gas.
- (D) The average absolute atmospheric pressure shall be assumed to be 14.7 pounds per square inch.
- (E) The temperature of the gas passing through the meters shall be determined by the use of electronic transducers, recording thermometer or other temperature measuring devices. The arithmetic average of the temperature recorded each 24-hour day shall be used in computing gas quantities or continuous instantaneous temperature measurements as may be applied to metering instruments to provide the quantity computation.
- (F) The specific gravity of the gas flowing through the meters shall be determined by gas chromatographic analysis, continuous recording gravitometer, or continuous or spot sampling methods, unless otherwise mutually agreed upon by Customer and Pipeline. The arithmetic average of the specific gravity recorded during each 24-hour day shall be used in computing gas quantities or continuous instantaneous specific gravity measurements may be applied to metering instruments to provide the quantity computation.

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- (G) When orifice meters are used, the computation of quantities of gas delivered shall be in accordance with the recommendations as published by the American Gas Association's Report No. 3, Revised - 1990, and the ANSI/API 2530, First Edition, and any subsequent amendments thereof as may be mutually agreed upon by Customer and Pipeline.
- (H) The total heating value shall be determined by gas chromatographic analysis or by other methods mutually agreed upon by Customer and Pipeline. The arithmetic average of the heating value recorded each 24-hour day and as adjusted to conditions as specified in Section 1 of the General Terms and Conditions, or continuous instantaneous heating value measurements, shall be used for computations requiring energy characteristics.
- (I) The deviation of the gas delivered hereunder from Boyle's and Charles' Laws shall be determined by gas chromatographic analysis or by analytical methods mutually agreed upon by Pipeline and Customer. The amount of nitrogen and carbon dioxide contained in the gas shall be determined, for the purpose of determining the deviation factors, every three (3) months or at such other intervals as is found expedient.

7.2 Measurement Operations and Equipment

Measurement Operations shall include, but not be limited to, the operation, calibration and testing of the RTU, transducers, chart recorders, meter runs, gas quality monitoring devices, control valves and responsibility for quantity calculations for the measurement facility. Pipeline may allow Customer or third parties the right to perform Measurement Operations, provided that such Customer or third party furnishes to Pipeline all data required for flow computation and can meet Pipeline's measurement and operating standards; and provided, further, such Customer or third party which performs such Measurement Operations shall be responsible for any and all associated costs of such Measurement Operations unless otherwise agreed by Pipeline and Customer or third party. Measurement equipment shall consist of the necessary metering devices, designed and installed in accordance with the current published recommendations of the American Gas Association or as mutually agreed upon by Customer and Pipeline, measurement equipment shall be installed, operated and maintained at or on each interconnection of Pipeline's facility with facilities of third parties; provided, however, Pipeline shall have the right to require and may install or cause to be installed electronic gas measurement and control equipment at all points.

- (A) Where orifice measurement equipment is to be used, it shall utilize "Flange Tap Connections" and the static pressure shall be measured at the down-stream flange tap connection.
- (B) An electronic temperature transducer, a recording thermometer or other mutually acceptable device shall be installed at the measuring station to continuously measure the flowing gas temperature.

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- (C) Orifice meter chart recorders or electronic flow computers may be used, at Pipeline's option, to determine gas quantities. Static and differential pressures shall be recorded by Pipeline.
- (D) Where computations of metered quantities require the determination of the specific gravity of the gas, a gas chromatograph, a recording gravitometer, or sampling device shall be installed at a location mutually agreed upon by Customer and Pipeline.
- (E) Where the quantity of gas requires the continuous determination of heating value (Btu), a gas chromatograph to measure and record the heating value (Btu) shall be provided at a location which will measure the Btu content of the gas delivered, or at a mutually agreeable location unless alternative heating value (Btu) determination methods are mutually agreed upon by Customer and Pipeline.

7.3 Quantity Estimates

Customer and Pipeline shall mutually agree upon the party responsible for reporting the estimated quantities of gas entering or leaving Pipeline's facility to Pipeline's gas control on a daily basis.

7.4 Check Measurement and Auditing Equipment

- (A) Customer may install, operate and maintain at its own expense, such check measurement equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of other, including Pipeline's, measurement equipment at or near each interconnection of Pipeline's facilities with facilities of third parties. Pipeline shall have access to such check measurement equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Customer.
- (B) Pipeline may install, operate and maintain at its own expense, such auditing equipment as it shall desire, provided that such equipment shall be installed as not to interfere with the operation of other, including Customer's, measurement equipment at or near each interconnection of Pipeline's facilities with facilities of third parties, including Customer. Where Customer uses electronic gas measurement equipment, Customer shall provide or cause to be provided a modem port, connections and measurement data in a form compatible with Pipeline's measurement computer system as it may exist from time to time for Pipeline's monitoring of flow conditions.

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7.5 Access to Equipment and Records

Each party shall have the right 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 equipment used in measuring receipts and deliveries hereunder. The records from such measurement equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) days after receipt thereof.

7.6 Pressure Protection

Pressure regulation, pressure override and pressure relief valve or other pressure limiting devices installed and operated by Pipeline at the measuring station or at or near each interconnection of Pipeline's facilities with facilities of third parties shall only be for the purpose of operation and protection of Pipeline's measurement equipment and Pipeline's facilities.

7.7 Test of Meters

The accuracy of the Pipeline's and Customer's measurement equipment shall be verified by Pipeline and Customer at reasonable intervals and, if requested, in the presence of representatives of the Pipeline and Customer.

- (A) Pipeline and Customer shall not be required to verify the accuracy of orifice meter equipment more frequently than once in any thirty (30) day period.
- (B) Pipeline and Customer shall not be required to verify the accuracy of measurement equipment, other than orifice meter equipment, more frequently than once in any ninety (90) day period.
- (C) Pipeline and Customer shall not be required to verify the accuracy of the gas chromatograph or other heating value measurement device more frequently than once in any thirty (30) day period.
- (D) Any errors or discrepancies found when testing shall be corrected immediately whenever possible or as soon thereafter as procurement of repair parts, materials and tools can be arranged.

7.8 Measurement Equipment Inaccuracy and Failure

The quantity of gas received and delivered by Pipeline and delivered to Customer or for Customer's account hereunder during periods when the measurement equipment is out of service or registering inaccurately shall be estimated as follows:

- (A) If, upon test, any measurement equipment, the readings of which are used in the registration, integration or com-

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putation of quantities of gas hereunder, is found to be in error to the extent that it introduces not more than one percent (1%) measurement error in the individual measurement equipment affected, previous records of such equipment shall be considered accurate;

- (B) If, upon test, any such above measurement equipment is found to be in error, to the extent that it causes the registered or computed quantities of the instrument(s) so affected to be in error, by an amount exceeding one percent (1%) at a recording corresponding to the average hourly rate of flow-through the instrument(s) in the period since the last preceding test, then any registrations, integration or computed quantities of such instrument(s) affected shall be corrected to zero (0) error for any part of the period since the last test in which such error is known to have existed or which may be agreed upon by representatives of the parties. In case the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of the last test, but not exceeding a correction period of sixteen (16) days where orifice measurement equipment is used in the computation of quantity and not exceeding forty-five (45) days where other measurement equipment is used; and
- (C) If no tests have been performed to determine the degree of inaccuracy, or measurement equipment is out of service, the quantity of gas shall be estimated:
 - (1) By using the registration of any existing and agreed upon check equipment considered by parties concerned to be registering accurately, or in the absence of such facilities,
 - (2) By correcting the error, if the quantity or percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither of the two foregoing procedures are applicable,
 - (3) By relating the quantity of receipt or delivery to receipts or deliveries during periods under similar conditions when the measurement equipment was deemed to have been registering accurately.

7.9 Preservation of Records

Each party shall preserve for a period of at least two (2) years all test data, charts and other similar records or such longer period as may be required by the Federal Energy Regulatory Commission.

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7.10 Flow Control

The Pipeline shall control flow of gas into and out of its facilities at all measurement facilities, but may allow the following if all of Pipeline's operating standards and requirements are met: (a) Pipeline may allow third parties to control flow into the Pipeline's facilities, and (b) Pipeline may allow third parties to control flow out of the Pipeline's facilities, but reserves the right to override the third party's flow control equipment.

7.11 Maintenance

(A) Major Maintenance

Major Maintenance shall include, but not be limited to, the repair or replacement of major components and equipment required to support the Measurement Operations. For measurement facilities which Customer or third party owns and for which Pipeline performs Measurement Operations, such Customer or third party shall be responsible for any and all associated costs of such Major Maintenance unless otherwise agreed by Pipeline and Customer or third party.

(B) Routine Maintenance

Routine Maintenance shall be the normal day to day maintenance required to support the Measurement Operations or necessary to upkeep the measurement facility and shall include, but not be limited to, replacement of minor replacement parts for instrumentation, measurement equipment (including the RTU) and minor valves and piping. The entity (Pipeline, Customer or third party) which performs the Measurement Operations for the measurement facility shall also be responsible for such Routine Maintenance and any and all associated costs of such Routine Maintenance unless otherwise agreed by Pipeline and Customer or third party.

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8. IMBALANCE RESOLUTION PROCEDURES

It is the Cash-out Party's responsibility to provide accurate and timely nominations of quantities proposed to be received and delivered by Pipeline under all of Cash-out Party's service agreements; to maintain each day as nearly as practicable equality between quantities actually taken under each service agreement and scheduled quantities under each service agreement; and to maintain a concurrent balance between receipts and deliveries under each of Cash-out Party's service agreements.

- 8.1 Resolution of Imbalances. During the month, Cash-out Party may use any or all of Pipeline's Imbalance Management Services, as defined in Section 1.14A of the General Terms and Conditions, to reduce or eliminate the cash-out liability for imbalances. In addition, Cash-out Party may trade an imbalance with another Cash-out Party, in accordance with Section 8.3 below, until the close of the seventeenth business day after the end of the month during which the imbalance occurred. Any imbalance(s) not resolved via any of the Imbalance Management Services will be resolved pursuant to Sections 8.4 and 8.5 herein.
- 8.2 Imbalance Management Services. The Imbalance Management Services offered by Pipeline are identified in Section 1.14A of the General Terms and Conditions. Details of each service are included in the Rate Schedule and Form of Service Agreement contained in this tariff, or in this Section 8.
- 8.3 Imbalance Trading. Imbalance Trading is available for any imbalance that would otherwise be resolved pursuant to Section 3 of Rate Schedule TABS-1, Section 2 of Rate Schedule MBA, or Sections 8.4 and 8.5 below. Pipeline shall allow Cash-out Parties to trade imbalances within the same Operational Impact Area, or between Operational Impact Areas, as defined in Section 1.29A of the General Terms and Conditions, if the two Cash-out Parties' imbalances are offsetting balances for the month, such that the net imbalance for each Cash-out Party after the completion of the trade would be reduced to a quantity closer to zero. A Cash-out Party may trade any imbalance with another Cash-out Party, provided that the trade shall not result in a transportation path which crosses a Posted Point of Restriction, as defined in Section 1.32A of the General Terms and Conditions, for that month. The Cash-out Party with an imbalance resulting from receipts from Cash-out Party in excess of deliveries by Pipeline will reimburse Pipeline for any difference in transportation revenues that may result from such trading.

Pipeline will provide the ability to post and trade imbalances at any time during the gas flow month, and until the close of the seventeenth Business Day after the end of the month during which the imbalances occurred. To facilitate the trading process, Pipeline will, upon receipt of Cash-out Party's authorization, post a Cash-out Party's imbalance quantity on its Web site. Authorizations to Post Imbalances that are received by Pipeline by 11:45 a.m. will be effective by 8:00 a.m. the next business day (central clock time). An Authorization to Post Imbalances will remain in effect until cancelled by the Cash-out Party. Imbalances previously authorized for posting will be posted as they become available, but no later than the ninth business day of the month; however, Pipeline will not be required to post zero imbalances. The information posted will identify the Cash-out Party, the Operational Impact Area and the gas flow month applicable to the posted imbalance quantity. For purposes of determining the imbalance quantity that will be posted, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts and all imbalances in that Operational Impact Area due Pipeline under all of Cash-out Party's contracts shall be summed together to yield a single net imbalance quantity for the Cash-out Party in that Operational Impact Area for the month. Pipeline will provide to all Customers the ability to view, and upon request, download posted imbalance information.

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Pipeline shall enable the imbalance trading process by (i) receiving the Request for Imbalance Trade, (ii) receiving the Imbalance Trade Confirmation, (iii) sending the Imbalance Trade Notification to all affected parties, and (iv) reflecting the trade prior to or on the next monthly Shipper Imbalance or cash-out. When trading imbalances, the quantity to be traded must be specified. After receipt of an Imbalance Trade Confirmation, Pipeline will send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (central clock time) on the next business day. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Pipeline. Pipeline shall update the Cash-out Party's imbalance data to reflect any final trades of imbalance quantities no later than 9:00 a.m. CT on the next business day after the trade is finalized.

8.4 Imbalance Netting

Any imbalance quantities not resolved pursuant to Sections 8.2 and 8.3 will be handled in accordance with this Section 8.4 and Section 8.5 below. For purposes of determining the imbalance quantity that will be subject to resolution pursuant to Sections 8.5(B) and 8.5(C) below, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts and all imbalances in that same Operational Impact Area due Pipeline under all of Cash-out Party's contracts shall be summed together to yield a single volume of net imbalances for that Operational Impact Area for the month. The appropriate index prices, as determined in Section 8.5(a) below, shall be applied to this single quantity for the month.

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imbalance level stated as a percentage. The operational imbalance percentage shall be determined on a month-to-date basis by dividing operational imbalances by the scheduled quantities. The actual imbalance percentage shall be determined by dividing actual imbalances by the scheduled quantities. Operating data and actual data will be accessible via the LINKp System or other mutually agreeable form of communication. Imbalances resulting from capacity restrictions caused by Pipeline beyond the period allowed under Section 3 of any of Pipeline's applicable firm rate schedules and force majeure will be Cashed-out at the monthly average spot price. Such imbalance quantities will be excluded from the determination of imbalance percentages and the monthly Cash-out bill determined pursuant to Section 8.1 (B) (2).

- (2) If a Cash-out Party's imbalance is less than or equal to 5%, the monthly Cash-out bill will be based on the monthly average Spot Index Price. If a Cash-out Party's imbalance is greater than 5%, the monthly Cash-out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

Imbalance Level	Factor	Applicable Spot Index by Zone
0% - <5%	1.00	highest weekly
>5% - <10%	1.10	(highest weekly x quantity >5%) + level above
>10% - <15%	1.20	(highest weekly x quantity >10%) + levels above
>15% - <20%	1.30	(highest weekly x quantity >15%) + levels above
>20% - <25%	1.40	(highest weekly x quantity >20%) + levels above
>25%	1.50	(highest weekly x quantity >25%) + levels above

The amount due Pipeline shall be determined by multiplying the corresponding Imbalance Level Factor for the month by the applicable Spot Index Price for the applicable zone times the actual quantities of excess delivery or deficiency of receipts for the month. For Rate Schedule SCT Customers, such Imbalance Level shall be determined after Pipeline subtracts up to 4,828 Dth, as necessary, from each Rate Schedule SCT Customer's total monthly imbalance. Such amount subtracted up to 4,828 Dth will be Cashed-out at the monthly average. When the Total Monthly Imbalance

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Percentage is calculated based on the operational imbalance level, actual quantities in excess of that level will be multiplied by the Imbalance Level Factor corresponding to the Total Monthly Imbalance Percentage.

- (3) For imbalances due Pipeline in the Market Area zone(s) where the imbalance occurred, such imbalance quantity, if 5% or less, will be multiplied by the applicable monthly average of the weekly Spot Index Price for the four Access Area zones. If such imbalance quantity is greater than 5%, it will be multiplied by the average of the highest weekly Spot Index Price for the four Access Area zones.

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- (4) The Cash-out Party shall pay Pipeline as provided herein and in accordance with Section 10 of the General Terms and Conditions. If payment is not received within ten (10) days of the date of the bill, Cash-out Party shall then have thirty (30) days to either pay the bill with accrued interest or provide evidence of intent to pay. If payment, surety bond, or other good and sufficient security is not received, Pipeline shall give notice to Cash-out Party, and Pipeline may suspend service to Cash-out Party effective immediately upon notice to Cash-out Party and the Commission. Pipeline will not suspend service in the case of a valid billing dispute, however, in the event of default by a TABS-1, TABS-2 or MBA Party, the transportation Customer(s) is responsible for the payment provisions contained in this section; provided, however, that in the event that more than one transportation Customer is receiving service from a TABS-1 or TABS-2 Service Point or MBA Zone, such Customer will be Cashed-out according to the predetermined allocation given to the pipeline by the supplier. If predetermined allocation is unavailable, each Customer's pro rata share of actual quantities received will be used to determine Cash-out bills.

(C) Imbalance Due Cash-out Party:

In the event of an imbalance, when actual deliveries are less than actual receipts, Pipeline will purchase from the Cash-out Party such excess receipts or deficiency of deliveries.

(1) Imbalance Due Cash-out Party

Each month a Total Monthly Imbalance Percentage will be calculated by using the lesser of the operational imbalance level, stated as a percentage, or the actual imbalance level stated as a percentage. The operational imbalance percentage shall be determined on a month-to-date basis by dividing operational imbalances by the scheduled quantities. The actual imbalance percentage shall be determined by dividing actual imbalances by the scheduled quantities. Operating data and actual data will be accessible via the LINKp System or other mutually agreeable form of communication.

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- (2) If a Cash-out Party's imbalance is less than or equal to 5%, the monthly Cash-out bill will be based on the monthly average Spot Index Price. If a Cash-out Party's imbalance is greater than 5%, the monthly Cash-out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

Imbalance Level	Factor	Applicable Spot Index by Zone
0% - <5%	1.00	lowest weekly
>5% - <10%	.90	(lowest weekly x quantity >5%) + level above
>10% - <15%	.80	(lowest weekly x quantity >10%) + levels above
>15% - <20%	.70	(lowest weekly x quantity >15%) + levels above
>20% - <25%	.60	(lowest weekly x quantity >20%) + levels above
>25%	.50	(lowest weekly x quantity >25%) + levels above

The amount due Cash-out Party shall be determined by multiplying the corresponding Imbalance Level Factor for the month by the applicable Spot Index Price for the applicable zone times the actual quantities of excess receipts or deficiency of deliveries for the month. For Rate Schedule SCT Customers, such Imbalance Level shall be determined after Pipeline subtracts up to 4,828 Dth, from each Rate Schedule SCT Customer's total monthly imbalance. Such amount subtracted up to 4,828 Dth will be Cashed-out at the monthly average. When the Total Monthly Imbalance Percentage is based on the operational imbalance level, actual quantities in excess of that level will be multiplied by the Imbalance Level Factor corresponding to the Total Monthly Imbalance Percentage.

- (3) For imbalances due Cash-out Party in the Market Area Zone(s) where the imbalance occurred, such imbalance quantity, if 5% or less, will be multiplied by the applicable monthly average of the weekly Spot Index Price for the four Access Area Zones. If such imbalance quantity is greater than 5%, it will be multiplied by the average of the lowest weekly Spot Index Price for the four Access Area zones.

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- (D) If an imbalance is caused by a failure of Pipeline to meet its contractual pressures or if all of the Customer's Point(s) of Delivery are on flow control and are controlled by the Pipeline, Cash-out will be performed at the monthly average index price. The monthly average index price shall be calculated by taking the summation of all the weekly Spot Index Prices, for the month, divided by the number of such weekly Spot Index Prices.

- (E) If an imbalance or any portion of an imbalance is a direct result of Customer's inability to reconcile during the month due to issuance of operational flow orders pursuant to Section 4.3 or to the provisions of TABS-2, then Pipeline will extend the Customer's time for volumetric reconciliation to the end of the next calendar month. Any

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imbalance remaining at the end of the extended period will be subject to the Cash-out provisions of this Section 8.

(F) Disposition of Cash-out Quantities:

Pipeline, at its discretion, may dispose of the net excess quantities purchased under this Section 8.1 in accordance with the procedures contained in Section 8.3 of the General Terms and Conditions.

(G) Disposition of Cash-out Proceeds:

Pipeline, at its discretion, may use proceeds received from Cash-out of imbalances due Pipeline pursuant to Section 8.1(B) to purchase at any time and from time to time quantities of gas.

(H) Disposition of Net Cash-out Proceeds:

Pipeline shall credit to the Applicable Shrinkage Deferred Account as provided in Section 15.6(D) (3) herein, the net proceeds from the operation of the imbalance resolution procedures contained in this Section 8. Such net proceeds shall be credited on a monthly basis.

(I) Existing Imbalances:

Imbalances existing prior to the effective date of this provision shall be corrected pursuant to procedures in effect at the time the imbalance was incurred, unless the parties agree to a cash settlement as herein provided.

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8.2 Suspense Gas

- (A) All Suspense Gas shall be subject to the provisions of this Section 8.2. Pipeline shall have the right to dispose of Suspense Gas in accordance with this Section. Pipeline shall give notice to the operator of the applicable Point of Receipt where the Suspense Gas was received, that the Suspense Gas is subject to these provisions and will be posted on the LINKp System. On the first business day following the fifteenth of each month, Pipeline shall post on the LINKp System the quantity, production day(s) received on the system, and the Point(s) of Receipt for any Suspense Gas received in prior production months. Pipeline will continue to post on the LINKp System for the lesser of four (4) business days, inclusive of the initial date of posting, or until a Valid Claim has been submitted by a Claimant. In order to be a Valid Claim for purposes hereof, a claim must (1) be provided to Pipeline in writing; (2) identify the specific Suspense Gas received by Pipeline; (3) provide evidence of ownership of the Suspense Gas claimed; (4) agree to indemnify Pipeline and provide evidence acceptable to Pipeline of Claimant's ability to so indemnify Pipeline fully with respect to any adverse claims to ownership of the Suspense Gas or to the proceeds resulting from the sale thereof; and (5) identify an existing transportation service agreement with Pipeline that contains the Point of Receipt at which the Suspense Gas was received under which such quantity shall be allocated. Claimant, as a Customer, agrees to pay the applicable transportation rate and a charge equivalent up to the maximum ISS-1 Space Charge on the average daily balance for each month applicable to the period beginning when the Suspense Gas was received by Pipeline and ending when the quantity of Suspense Gas is delivered. All such claimed Suspense Gas must be transported and delivered before the end of the month following the month in which the gas is claimed. Claimant's failure to transport and deliver all of such Suspense Gas quantity before the end of such period shall subject such undelivered quantities to Section 8.1 of the General Terms and Conditions net of the accumulated equivalent ISS-1 Space Charge on the average daily balance for each month.
- (B) Applicable Penalties Pursuant to Claiming Suspense Gas:
- Once a Valid Claim is submitted, the gas becomes subject prospectively to all Cash-out provisions at Point(s) of Delivery and scheduling penalties contained in this FERC Gas Tariff.
- (C) Disposition of Suspense Gas:
- (1) If a Valid Claim is not submitted during the notice period, title to the unclaimed Suspense Gas is vested in Pipeline and Pipeline shall retain the unclaimed gas

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with no payment required from Pipeline and without recourse from any party. At Pipeline's discretion, Pipeline has the option of either retaining the gas for its own use or for disposing of it in accordance with procedures contained in Section 8.3 of the General Terms and Conditions.

- (2) If Pipeline desires to retain the gas for its own use, it shall be valued, for accounting purposes, at zero cost.

(D) Existing Suspense Gas:

Suspense Gas existing prior to the effective date of this provision shall be subject to the procedures of this Section 8.2, unless the parties agree otherwise. Suspense gas will be deemed received on the first day of the production month in which it was received on Pipeline's system.

8.3 Disposition of Excess Quantities

If Pipeline desires to auction the net excess quantities purchased under Section 8.1 of the General Terms and Conditions or the quantities of unclaimed Suspense Gas and gas not withdrawn pursuant to Section 2.2 of Rate Schedule ISS-1 and retained under Section 8.2 of the General Terms and Conditions or the net quantities available to Pipeline as a result of over-realization of in-kind compensation pursuant to Section 15.6 of the General Terms and Conditions, Pipeline shall post such quantities on the LINKp System on the fifth business day following the fifteenth of the month. Pipeline shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CT on the seventh business day following the fifteenth of the month. Prior to 4:00 p.m. CT of the same day, Pipeline shall notify the Customer submitting the highest bid; provided, however, Pipeline reserves the right to reject all bids. When the gas is purchased at auction, Customer must provide identification of the existing transportation service agreement with Pipeline under which Customer shall nominate, transport and deliver all gas by the end of the month following the month in which the gas is purchased. Customer agrees to pay the applicable transportation rate and a charge equivalent to the maximum ISS-1 Space Charge on the average daily balance for each month applicable to the period beginning when the bid was accepted at auction and ending when the quantity of gas is delivered. Customer further agrees that the gas is subject to Section 8.1, prospectively from the date of Customer's purchase pursuant to this Section 8.3, at the Point(s) of Delivery, net of the accumulated equivalent ISS-1 Space Charge and subject to all penalties contained in Pipeline's FERC Gas Tariff. All auction proceeds shall be handled in accordance with Section 15.6.

8.4 Operational Balancing Agreements

- (A) Any imbalances arising under any transportation agreement between Customer and Pipeline that are attributable to variances (1) between actual receipts of natural gas and scheduled and confirmed receipts of natural gas at Point(s)

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of Receipt into Pipeline's system, or (2) between actual deliveries of natural gas and scheduled and confirmed deliveries of natural gas at Point(s) of Delivery from Pipeline's system, which Point(s) of Receipt and/or Point(s) of Delivery are subject to Operational Balancing Agreements, as more fully described in Section 8.4(B), on the day or days such variances arise, will be resolved by Pipeline pursuant to the terms of the applicable Operational Balancing Agreement and Customer shall not be subject to any imbalance charges or penalties pursuant to its transportation agreements with Pipeline 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 Pipeline's facilities, Pipeline is willing to negotiate and execute Operational Balancing Agreements with appropriate parties that operate natural gas facilities which interconnect with Pipeline's system (herein called OBA Party). Such Operational Balancing Agreements shall specify the gas custody transfer procedures to be followed by Pipeline and OBA Party for the confirmation of scheduled quantities to be received by Pipeline at Point(s) of Receipt and delivered by Pipeline at Point(s) of Delivery. Such Operational Balancing Agreements will provide that any variance between actual quantities and scheduled and confirmed quantities for any day shall be resolved in-kind promptly or Cash-out pursuant to the terms of the Operational Balancing Agreement. To facilitate such determination of variances on a timely basis, Pipeline and the OBA Party will agree in the Operational Balancing Agreement on necessary measurement and accounting procedures. Pipeline shall post on the LINKp System those Point(s) of Receipt and Point(s) of Delivery which are subject to an Operational Balancing Agreement. Pipeline will also provide to any party upon request a copy of any executed Operational Balancing Agreement.
- (C) It is Pipeline's intent to negotiate and execute Operational Balancing Agreements on a non-discriminatory basis with any OBA Party. However, Pipeline shall have no obligation to negotiate and execute Operational Balancing Agreements with any OBA Party that:
- (1) is not creditworthy as determined pursuant to Section 3.3 of the General Terms and Conditions; for purposes of such provision, references to Customer shall refer to the OBA Party.
 - (2) does not maintain dispatching operation which is staffed on a continuous, around-the-clock basis 365 days per year;

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- (3) would cause the level of regulation which Pipeline is subject to prior to the execution of the applicable Operational Balancing Agreement to increase; or
 - (4) does not commit to timely determination of variances based on reasonable available measurement technology.
- (D) Nothing in this Section 8.4 nor any executed Operational Balancing Agreement shall limit Pipeline'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 Pipeline's system, including maintenance of service to higher priority Customers and/or services.

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9. SEGMENT CAPACITY ENTITLEMENTS

9.1 This Section sets forth the terms and conditions regarding the Base and Operational Segment Capacity Entitlements for Customers paying Reservation Charges under Section 3.2 of Rate Schedules CDS, FT-1 and SCT (such Customers hereinafter referred to as "Entitlement Holders"). The Operational Segment Capacity Entitlements shall be controlling for the scheduling of gas within the Access Area subject to this Section 9 and Section 4.3. Pipeline shall recalculate on an annual basis in a not unduly discriminatory manner Customer's Operational Segment Capacity Entitlements based on information provided by Customer or Pipeline projections, including the peak day receipts of gas by Pipeline and deliveries of gas by Pipeline. Such recalculated Operational Segment Capacity Entitlements, along with supporting documentation explaining the basis for any change(s), shall be filed with the Commission each September 1 to be effective the following November 1, subject to Commission approval. Adjustments to entitlements pursuant to this Section 9.1 will be applied to capacity obtained by Replacement Customers pursuant to Section 3.14, each November, as applicable. Adjustments will be applied pro rata between each Customer and Replacement Customer, or such other method mutually agreeable to the affected parties. The Operational Segment Capacity Entitlements as well as the input distribution of Operational Segment Capacity Entitlements at each compression station site and pipeline junction are displayed in the LINKp System. Operational Segment Capacity Entitlements as displayed in the LINKp System will be updated as required to include changes in entitlements pursuant to Section 3.14 and Sections 9.1 and 9.9. These updated Operational Segment Capacity Entitlements will serve as the basis for scheduling and curtailment of service in accordance with Section 4 and this Section 9. The Base Segment Capacity Entitlements represent the distribution of capacity to Entitlement Holders calculated by assuming that all quantities flowing through each segment enters such segment at the furthestmost upstream point and exits such segment through the furthestmost downstream point. Base Segment Capacity Entitlements are included as a reference to assist Entitlement Holders in understanding the impact of modifying the location of a Point of Receipt on the capacity of a given segment.

An Entitlement Holder may cause in the aggregate quantities of natural gas to be received into each of Pipeline's zones under Rate Schedules CDS, FT-1 and SCT up to its Operational Segment Capacity Entitlements. To the extent that receipt by Pipeline of quantities in excess of the Operational Segment Capacity Entitlements for one Customer will not impair Pipeline's ability to receive quantities of gas up to the Operational Segment Capacity Entitlements requested by any other Customers or impair Pipeline's ability to meet its other firm obligations, such excess quantities (herein called "Preferential Capacity") may be utilized by such Customer. Entitlement Holders are permitted to use such Preferential Capacity to source from the Access Area the lesser of Customer's MDQ or an aggregate quantity of gas equal to the sum of Customer's ETX/M1 Zone Boundary Entry Quantity, ELA/M1 Zone Boundary Entry Quantity (which includes Customer's Transportation Path entitlement from Kosciusko, Mississippi), TGC STX/M1 Zone Boundary Entry Quantity, TGC WLA/M1 Zone Boundary Entry Quantity, TXG ETX/M1 Zone Boundary Entry Quantity and TXG WLA/M1 Zone Boundary Entry Quantity. In the event gas tendered by more than one Entitlement Holder who has Operational Segment Capacity Entitlements must be reduced, such reduction shall be pro

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rata based on each affected Entitlement Holder's Operational Segment Capacity Entitlement. The Base Segment Capacity Entitlements and the Operational Segment Capacity Entitlements are displayed in the LINKp System. The conditions upon which such entitlements are based are set forth in Sections 9.2 through 9.6.

9.2 Zone STX

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for the Point(s) of Receipt in Zone STX are shown in the LINKp System in the column "STX Total Base Segment Capacity Entitlements" and the column "STX Total Operational Segment Capacity Entitlements", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement into Blessing of no more than the "Suction Blessing" column.
- (B) Quantities leaving via Trunkline as shown in the "STX/M1-TGC Zone Boundary Exit Quantity" column.
- (C) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone STX to Zone ETX of no more than the "STX/ETX Zone Boundary Exit Quantity" column.
- (D) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone STX to Zone WLA of no more than the "STX/WLA Zone Boundary Exit Quantity" column.

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9.3 Zone ETX

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone ETX, including receipts from Zone STX, are shown in the LINKp System in the column "ETX Total Base Segment Capacity Entitlements" and the column "ETX Total Operational Segment Capacity Entitlements", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone ETX from Zone STX of no more than the "STX/ETX Zone Boundary Entry Quantity" column.
- (B) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement into Joaquin of no more than the "Suction Joaquin" column.
- (C) Quantities leaving via the United Exchange as set forth in Rate Schedule X-131 as shown in the "Loggy Bayou" column, or receipt of 75,000 dth/d at West Monroe, Louisiana from PanEnergy Louisiana Intrastate Company.
- (D) Quantities leaving via Texas Gas as shown in the "ETX/M1-TXG Zone Boundary Exit Quantity" column.
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone ETX to Market Zone 1 of no more than the "ETX/M1 Zone Boundary Exit Quantity" column.

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9.4 Zone WLA

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone WLA, including receipts from Zone STX, are shown in the LINKp System in the column "WLA Total Base Segment Capacity Entitlements" and the column "WLA Total Operational Segment Capacity Entitlements", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone WLA from Zone STX of no more than the "STX/WLA Zone Boundary Entry Quantity" column.
- (B) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from Cameron System of no more than the "Cameron System" column.
- (C) Quantities leaving via Trunkline as shown in the "WLA/M1-TGC Zone Boundary Exit Quantity" column.
- (D) Quantities leaving via Texas Gas as shown in the "WLA/M1-TXG Zone Boundary Exit Quantity" column.
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone WLA to Zone ELA of no more than the "WLA/ELA Zone Boundary Exit Quantity" column.

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9.5 Zone ELA

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone ELA, including receipts from Zone WLA, are shown in the LINKp System in the column "ELA Total Base Segment Capacity Entitlements" and the column "ELA Total Operational Segment Capacity Entitlements", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone ELA from Zone WLA of no more than the "WLA/ELA Zone Boundary Entry Quantity" column.
- (B) Base Segment Capacity Entitlements and Operational Segment Capacity Entitlements from Venice System of no more than the "Venice System" column.
- (C) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from "Monroe Line" of no more than the "Monroe Line" column.
- (D) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from "Clinton Line" of no more than the "Clinton Line" column.
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone ELA to Market Zone 1 of no more than the "ELA/M1 Zone Boundary Exit Quantity" column.

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9.6 The Base Segment Capacity Entitlements and the Operational Segment Capacity Entitlements specified in the LINKp System and the contractual quantities specified in executed service agreements are based on a winter peak day design assumption utilized in designing and constructing Pipeline's facilities and are based on Customers requiring the total quantities listed under the columns designated "STX/M1 - TGC Zone Boundary Exit Quantity", "WLA/M1 - TGC Zone Boundary Exit Quantity", "ETX/M1 - TXG Zone Boundary Exit Quantity" and "WLA/M1 - TXG Zone Boundary Exit Quantity" in the LINKp System to exit Pipeline's system via Texas Gas Transmission Corporation and Trunkline Gas Company and requiring 302,000 Dth/d to enter Pipeline's system at the Lebanon Point(s) of Receipt on Pipeline's system. The "ELA Total Operational Segment Capacity Entitlements" are based on the assumption that at least 215,000 Dth of gas is being delivered into Pipeline's system on the Monroe lateral. To the extent Pipeline in fact experiences a peak day under operating conditions other than those assumed for a winter peak day design, Pipeline's ability to receive or deliver on the same day the aggregate MDQ for all Customers may be adversely impacted.

9.7 A Customer with Operational Segment Capacity Entitlements may from time to time exchange without any additional consideration of any kind its Operational Segment Capacity Entitlements in any particular segment of Pipeline's facilities for equivalent Operational Segment Capacity Entitlements of another Customer in a different segment(s) of Pipeline's facilities. Such exchange will be for a minimum duration of one (1) day, will be posted on the LINKp System, and will be implemented by Pipeline, provided Pipeline receives notice from the Customers of their desire to exchange such capacity entitlements at least twenty-four (24) hours prior to 9:00 a.m. CT of the effective date of the exchange. Such notice will be provided to Pipeline via the LINKp System. Pipeline shall revise the information on the LINKp System showing the currently effective capacity entitlements of Customers pursuant to this Section 9.

9.8 A Customer with firm Point(s) of Receipt may from time to time exchange, without any additional consideration of any kind, its firm Point(s) of Receipt in any particular segment of Pipeline's Access Area for equivalent firm Point(s) of Receipt of another Customer in a different segment(s) of Pipeline's Access Area provided, however, the party acquiring a firm Point(s) of Receipt may not have a MDRO in excess of acquiring Customer's Operational Segment Capacity Entitlements in the segment in which such firm Point(s) of Receipt is located. Such exchange will be for a minimum duration of one (1) day, will be posted on the LINKp System, and will be implemented by Pipeline, provided Pipeline receives notice from the Customers of their desire to exchange such firm Point(s) of Receipt at least twenty-four (24) hours prior to 9:00 a.m. CT of the effective date of the exchange. Such notice will be provided to Pipeline via the LINKp System. Pipeline shall revise the information on the LINKp System showing the currently effective capacity entitlements of Customers pursuant to this Section 9.

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9.9 Zone Boundary Entry Quantity and Zone Boundary Exit Quantity

Each executed service agreement under Rate Schedules CDS, FT-1, SCT and SS-1 shall specify for each Zone, the Customer's relevant Zone Boundary Entry Quantity and Zone Boundary Exit Quantity, by zone. Each Customer's aggregate Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for service under Rate Schedules CDS, FT-1, SCT and SS-1 are set forth in the LINKp System. Pipeline shall permit in-line custody transfers for up to the Zone Boundary Entry Quantity and Zone Boundary Exit Quantity at the applicable zone boundary. Custody transfers may take place at the zone boundary between firm service agreements, interruptible service agreements, and any combination thereof. In the event the Zone Boundary Exit Quantity and the Zone Boundary Entry Quantity for adjacent zones are not equal, Customer's right to cause gas to exit or enter such zones is limited to the lower of the Zone Boundary Exit Quantity or Zone Boundary Entry Quantity. Volumes delivered at the exit of any zone are deemed delivered within that zone and the subsequent receipt is deemed received in the downstream zone for rate calculation purposes.

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Second Revised Sheet No. 594 Second Revised Sheet No. 594 : Effective
Superseding: Sub First Revised Sheet No. 594

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT

10.1 Unit of Measurement

The unit of measurement for the purpose of billing shall be one (1) dekatherm (Dth), consisting of one million (1,000,000) British Thermal Units. The number of dekatherms delivered shall be determined by multiplying the number of cubic feet of gas delivered, measured on the measurement basis established by Section 7 of the General Terms and Conditions, by the total heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1 of the General Terms and Conditions and by dividing the product by 1 million (1,000,000).

10.2 Monthly Bill

Pipeline shall bill Customer on or before the tenth of each month for services rendered hereunder during the preceding month.

10.3 Access to Billing Data

Both Pipeline and Customer shall have the right to examine at reasonable times the books, records, computer records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

10.4 More Than One Customer

When two or more persons constitute Customer under one (1) service agreement, for billing purposes as between such persons, and except as may otherwise be agreed, each such person shall be charged for that proportion of the total monthly charge under each rate schedule which service to such person under such rate schedule bears to total service under such rate schedule, pursuant to such Service Agreement. Such proportionate billing shall not affect the joint and several obligations of such persons under such Service Agreement.

10.5 Payment

Customer shall pay Pipeline by check or electronic transfer of federal funds no later than ten (10) days from the date of the bill as specified in Section 10.2, except when such day is a Saturday, Sunday or bank holiday, in which case payment is due the following business day (hereinafter called Due Date), for service provided during the preceding month, and billed by Pipeline for said month according to the measurements, computations and rates provided; provided, however, if Customer pays by check sent directly to Pipeline's lockbox, it must be received by Pipeline one day prior to the Due Date, and if Customer pays by check sent directly to Pipeline's Corporate Offices, it must be received by Pipeline two days prior to the Due Date. If Customer pays by electronic transfer, payment shall be considered to have been made on the date when such payment is transferred by Customer to a bank account designated by Pipeline. All payments shall be identified by invoice number and, if payment differs from invoiced amount, shall include remittance detail except when the payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date. Payments will be applied in accordance with documentation provided by Customer.

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Sub Second Revised Sheet No. 595 Sub Second Revised Sheet No. 595 : Effective
Superseding: First Revised Sheet No. 595

GENERAL TERMS AND CONDITIONS
(Continued)

10.6 Disputed Bills

Should Customer fail to pay part or all of the amount of any bill for service provided when such amount is due, Pipeline may charge interest on the unpaid portion of the bill computed from such 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 Commission's Regulations under the Natural Gas Act. Customer shall pay the portion of the bill not in dispute and shall provide written documentation identifying the basis for the dispute. If such failure to pay continues thirty (30) days after payment is due, Pipeline, in addition to any other remedy it may have hereunder, may, after any necessary authorization by regulatory bodies having jurisdiction, suspend further service to Customer until such amount is paid; provided, however, that if Customer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Pipeline such amounts as it concedes to be correct, and at any time thereafter within thirty (30) days of demand made by Pipeline shall furnish a good and sufficient surety bond guaranteeing payment to Pipeline of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Pipeline shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. No payment by Customer of the amount of a disputed bill shall prejudice the right of Customer to claim an adjustment of the disputed bill.

10.7 Extension of Due Date

If presentation of bills by Pipeline is delayed after the tenth day of the month, then the Due Date shall be extended accordingly unless Customer is responsible for such delay.

10.8 Billing Errors

In the event an error is discovered in the invoiced amount hereunder, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall have been made in writing.

- (A) Measurement data corrections shall be processed within six (6) months of the production month with a three-month rebuttal period.
- (B) The time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three-month rebuttal period.
- (C) Prior period adjustment time limits shall be six (6) months from the date of the initial transportation invoice with a three-month rebuttal period, excluding government-required rate changes.

These three standards shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards. If an adjustment is made pursuant to Section 7.8 of the General Terms and Conditions, the adjustment will be made in the next bill following the adjustment and in each bill thereafter as necessary to reflect the total amount of the adjustment.

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Sixth Revised Sheet No. 596 Sixth Revised Sheet No. 596 : Effective
Superseding: Fifth Revised Sheet No. 596

GENERAL TERMS AND CONDITIONS
(Continued)

10.9 Continuation of Service

Subject to the requirements of Section 7 of the Natural Gas Act, Pipeline shall not be required to perform or to continue to perform service on behalf of any Customer that has applied for bankruptcy under the Bankruptcy Code or on behalf of any Customer who, at Pipeline's discretion, fails to demonstrate minimal credit worthiness as required under this FERC Gas Tariff; provided, however, such Customer may receive service if said Customer prepays for such service or, upon fifteen (15) days notice from Pipeline, furnishes good and sufficient surety bond, or other good and sufficient security, as determined by Pipeline in its discretion, of a continuing nature and in an amount equal to the cost of performing the service requested by or provided to Customer for up to a three (3) month period; and provided further, that an exception will be made for a Customer who is a debtor in possession operating under Chapter 11 of the Bankruptcy Code where adequate assurance is provided from the bankruptcy court having jurisdiction over such debtor in possession that service billings will be paid promptly as a cost of administration of the bankruptcy proceeding.

10.10 Order of Discounts

If and when Pipeline discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Pipeline's FERC Gas 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:

1. GRI Surcharge;
2. (a) the pro rata portion of the EPC demand component based upon the ratio of the total measure of the discount to the maximum rate;
(b) the pro rata portion of the Storage Surcharge component based upon the ratio of the total measure of the discount to the maximum rate;
(c) the pro rata portion of the interruptible PCB-related cost component based upon the ratio of the total measure of the discount to the maximum rate;
3. the base rate (maximum less minimum rate and excluding all other components specified herein);
4. the remaining portion of the EPC demand component not included in 2(a) above;
5. the remaining portion of the Storage Surcharge component not included in 2(b) above; and
6. the firm PCB-related cost component and the remaining portion of the interruptible PCB-related cost component not included in 2(c) above.

All of each component will be exhausted prior to discounting the next component, provided however, in accordance with the provisions of Pipeline's PCB-Related Cost Settlement in Docket Nos.

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GENERAL TERMS AND CONDITIONS
(Continued)

RP88-67, et al. (Phase II/PCBs) (Texas Eastern Transmission Corp., 58 FERC ¶ 61,295 (1992)) ("PCB-Related Cost Settlement"), and the PCB-related cost components shall be deemed recovered in a manner consistent with such settlement and revenues recovered under Rate Schedules IT-1, PTI, ISS-1, VKIT and LLIT and any other applicable interruptible Rate Schedule shall be accounted for in accordance with such settlement.

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

- 11.1 Except as provided in Section 11.2 herein, Customer shall reimburse Pipeline (a) for the costs of any facilities installed by Pipeline with Customer's consent to receive, measure, transport or deliver natural gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Service Agreement that Pipeline is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Pipeline by Customer pursuant to this Section 11.1 shall be due and payable to Pipeline within ten (10) days of receipt by Customer of Pipeline's bill(s) for same; provided, however, subject to Pipeline'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 Pipeline and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Pipeline and Customer.
- 11.2 Pipeline may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 11.1 for Rate Schedules CDS, FT-1, SCT, PTI, IT-1, LLFT, LLIT, VKFT, VKIT, SS-1 and FSS-1 if Customer provides Pipeline adequate assurances of transportation throughput to make construction of the facilities economical to Pipeline. All requests for waiver shall be handled by Pipeline in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Pipeline 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 Pipeline estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Pipeline. In estimating the revenues to be generated, Pipeline 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.

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Original Sheet No. 597 Original Sheet No. 597 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

12. POSSESSION OF GAS

12.1 Control

Pipeline shall be deemed to be in control and possession of the gas hereunder upon receipt of such gas until it shall have been delivered for Customer's account, and Customer shall be deemed to be in control and possession of such gas prior to such receipt by Pipeline and after such delivery for Customer's account. Notwithstanding anything in this FERC Gas Tariff to the contrary, Pipeline shall be entitled to deliver and utilize gas in its system to provide "no-notice" service under Rate Schedules CDS, SCT, SS-1, FSS-1 and ISS-1, subject to the makeup, balancing and other provisions of such rate schedules. Additionally, Pipeline will be permitted to operate storage and utilize storage to render services under this FERC Gas Tariff.

12.2 Responsibility

Pipeline shall have no responsibility with respect to the gas or on account of anything done, occurring or arising with respect to the gas before receipt of such gas by Pipeline or after delivery of the gas for Customer's account, and Customer shall have no responsibility with respect to the gas or on account of anything done, occurring or arising with respect to the gas while such gas is in Pipeline's possession; provided, however, in the event any gas flows through facilities of Customer prior to such delivery to or for Customer's account, Pipeline shall have no responsibility with respect to such gas or on account of anything which may be done, happen or arise with respect to such gas while in the facilities of Customer.

13. WARRANTY OF TITLE TO GAS

Customer warrants that Customer will at the time of receipt of the natural gas by Pipeline have good and merchantable title to all of the natural gas free and clear of all liens, encumbrances and claims whatsoever. Title to the gas received by Pipeline for Customer's account hereunder shall remain in Customer during its transportation or storage by Pipeline. Customer agrees to indemnify and save Pipeline harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas prior to its delivery to Pipeline for Customer's account and after its delivery by Pipeline for Customer's account. Pipeline agrees to indemnify and save Customer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas during its transportation or storage by Pipeline for Customer's account.

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GENERAL TERMS AND CONDITIONS
(Continued)

14. POINTS OF RECEIPT AND POINTS OF DELIVERY.

14.1 Customers who have been granted Points of Delivery on a firm basis prior to June 1, 1993 shall be entitled to retain such Points of Delivery, for the firm quantities previously granted to Customer, and such delivery point entitlements shall be specified in the service agreements under the appropriate successor rate schedules. The retention of such firm Point of Delivery entitlements has been reflected in calculation of the Segment Capacity Entitlements pursuant to Section 9 of the General Terms and Conditions.

14.2 Customers who have been granted Points of Receipt on a firm basis prior to June 1, 1993 as a result of a conversion from firm merchant service to firm transportation and who did not notify Pipeline prior to June 1, 1993 of their desire to release such firm Points of Receipt effective June 1, 1993, shall retain such Points of Receipt, for the firm quantities previously granted to Customer, and such Point of Receipt entitlements shall be specified in service agreements under the appropriate successor rate schedules. The retention of such firm Point of Receipt entitlements has been reflected in calculation of the Operational Segment Capacity Entitlements pursuant to Section 9 of the General Terms and Conditions.

14.3 Customers who have been granted Points of Receipt on a firm basis prior to June 1, 1993, other than contemplated by Section 14.2 of the General Terms and Conditions, shall also retain such Points of Receipt, for the firm quantities previously granted to Customer, and such Point of Receipt entitlements shall be specified in service agreements under the appropriate successor rate schedules. The retention of such firm Point of Receipt entitlements has been reflected in the calculation of the Operational Segment Capacity Entitlements pursuant to Section 9 of the General Terms and Conditions.

14.4 Capacity at any Point of Receipt into Pipeline's system which was in existence prior to June 1, 1993 and which has not been committed in its entirety to a Customer pursuant to Section 14.2 and 14.3 of the General Terms and Conditions, shall be granted on a firm basis to Customers paying rates pursuant to Rate Schedules CDS, FT-1 and SCT. The firm entitlements of such Customers for such Points of Receipt shall be equal to the uncommitted firm capacity of the Point of Receipt multiplied by the Point of Receipt Allocation Factor for each Customer. The Point of Receipt Allocation Factor is the percentage derived by dividing a Customer's Operational Segment Capacity Entitlement by the aggregate of all Customers' Operational Segment Capacity Entitlements for the segment of the system in which the Point of Receipt is located. For Point(s) of Receipt in the Market Area, the Point of Receipt Allocation Factor is the percentage delivered by dividing a Customer's Transportation Path entitlement under Rate Schedule CDS, FT-1, and SCT at such Point(s) of Receipt by the aggregate Transportation Path entitlements of all such Customers under Rate Schedule CDS, FT-1, and SCT at such Point of Receipt. Customers under Rate Schedule CDS, FT-1 and SCT shall as of June 1, 1993 be granted firm receipt point entitlements at the Kosciusko, Mississippi Point of Receipt as set forth in the LINKp System.

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Superseding: Third Revised Sheet No. 601A

Fourth Revised Sheet No. 601A is
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GENERAL TERMS AND CONDITIONS
(Continued)

14.5 Capacity at any Point of Delivery constructed on and after June 1, 1993, shall be granted on a firm basis to Customers as follows:

- (A) If capacity at the Point of Delivery is available as a result of construction for which one or more Customers has reimbursed Pipeline pursuant to Section 11.1 of the General Terms and Conditions, such Point of Delivery shall be granted on a firm basis to the reimbursing Customers pro rata, based upon the respective levels of reimbursement.
- (B) If capacity at a Point of Delivery is available as a result of construction pursuant to Section 11.2 of the General Terms and Conditions, such Point of Delivery shall be granted on a firm basis to Customers under firm rate schedules pursuant to Section 14.9 of the General Terms and Conditions; provided, however, that in no event shall a Customer be entitled to firm points pursuant to this Section 14.5(B) with aggregate Maximum Daily Delivery Obligations in excess of such Customer's MDQ.

Such Point of Delivery entitlements shall be specified when granted in the appropriate service agreements.

14.6 Capacity at any Point(s) of Receipt constructed on and after June 1, 1993 and any Point(s) of Receipt not otherwise committed pursuant to Section 14.2, 14.3, or 14.4 of the General Terms and Conditions, shall be granted on a firm basis to Customers as follows:

- (A) If capacity at the Point of Receipt is available as a result of construction for which one or more Customers has reimbursed Pipeline pursuant to Section 11.1 of the General Terms and Conditions, such Point of Receipt shall be granted on a firm basis to the reimbursing Customers pro rata, based upon the respective levels of reimbursement.
- (B) If capacity at a Point of Receipt is available as a result of construction pursuant to Section 11.2 of the General Terms and Conditions or is not otherwise granted to Customers pursuant to Section 14.2, 14.3 or 14.4, such Point of Receipt shall be granted on a firm basis to Customers under firm rate schedules pursuant to Section 14.9 of the General Terms and Conditions; provided, however, that in no event shall a Customer be entitled to firm points pursuant to this Section 14.6(B) with aggregate Maximum Daily Receipt Obligations in excess of such Customer's MDQ.

Such Point of Receipt entitlements shall be specified when granted in the appropriate service agreements.

14.7 In addition to the Point(s) of Receipt available under Section 14.2, 14.3, 14.4 or 14.6, a Customer under Rate Schedules CDS, FT-1, SCT and SS-1 may schedule and tender any quantity of gas at any Point of Receipt on Pipeline's system or any Point(s) of Receipt on a third party

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(Continued)

14.5 Capacity at any Point of Delivery constructed on and after June 1, 1993, shall be granted on a firm basis to Customers as follows:

- (A) If capacity at the Point of Delivery is available as a result of construction for which one or more Customers has reimbursed Pipeline pursuant to Section 11.1 of the General Terms and Conditions, such Point of Delivery shall be granted on a firm basis to the reimbursing Customers pro rata, based upon the respective levels of reimbursement.
- (B) If capacity at a Point of Delivery is available as a result of construction pursuant to Section 11.2 of the General Terms and Conditions, such Point of Delivery shall be granted on a firm basis to Customers under firm rate schedules pursuant to Sections 14.9 and 14.10 of the General Terms and Conditions; provided, however, that in no event shall a Customer be entitled to firm points pursuant to this Section 14.5(B) with aggregate Maximum Daily Delivery Obligations in excess of such Customer's MDQ.

Such Point of Delivery entitlements shall be specified when granted in the appropriate service agreements.

14.6 Capacity at any Point(s) of Receipt constructed on and after June 1, 1993 and any Point(s) of Receipt not otherwise committed pursuant to Section 14.2, 14.3, or 14.4 of the General Terms and Conditions, shall be granted on a firm basis to Customers as follows:

- (A) If capacity at the Point of Receipt is available as a result of construction for which one or more Customers has reimbursed Pipeline pursuant to Section 11.1 of the General Terms and Conditions, such Point of Receipt shall be granted on a firm basis to the reimbursing Customers pro rata, based upon the respective levels of reimbursement.
- (B) If capacity at a Point of Receipt is available as a result of construction pursuant to Section 11.2 of the General Terms and Conditions or is not otherwise granted to Customers pursuant to Section 14.2, 14.3 or 14.4, such Point of Receipt shall be granted on a firm basis to Customers under firm rate schedules pursuant to Sections 14.9 and 14.10 of the General Terms and Conditions; provided, however, that in no event shall a Customer be entitled to firm points pursuant to this Section 14.6(B) with aggregate Maximum Daily Receipt Obligations in excess of such Customer's MDQ.

Such Point of Receipt entitlements shall be specified when granted in the appropriate service agreements.

14.7 In addition to the Point(s) of Receipt available under Section 14.2, 14.3, 14.4 or 14.6, a Customer under Rate Schedules CDS, FT-1, SCT and SS-1 may schedule and tender any quantity of gas at any Point of Receipt on Pipeline's system or any Point(s) of Receipt on a third party

GENERAL TERMS AND CONDITIONS
(Continued)

pipeline system within the capacity contracted for and used by Pipeline as an operational loop of its system, subject only to:

- (i) quantities tendered must be within the accurate measurement capability and within the applicable operating restrictions imposed by the U. S. Department of Transportation with regard to the facilities installed at the Point of Receipt;
- (ii) the requirement that the receipt of such quantity of gas will not impair the ability of Pipeline to satisfy Pipeline's firm obligations to other firm Customers and/or will not impair the safe operation of Pipeline's facilities; and/or
- (iii) the requirement that Pipeline shall not receive, except for pre-injection quantities, for the account of Customer in the aggregate a quantity of gas in excess of the Customer's rights in any portion of Pipeline's system which are defined in the Access Area by the Operational Segment Capacity Entitlements and in the Market Area by the Customer's Transportation Path(s).
- (iv) the requirement that the Point(s) of Receipt are located within the zone(s) containing the Transportation Path for such service agreement.
- (v) the requirement that quantities nominated at Point(s) of Receipt located on a third party pipeline meet all of the terms and conditions prescribed in the third party pipeline's effective FERC Gas Tariff and the applicable service agreement with the third party pipeline.

14.8 In addition to the Point(s) of Delivery available under Section 14.1 or 14.5, a Customer under Rate Schedules CDS, FT-1, SCT and SS-1 may request Pipeline to deliver any quantity of gas at any Point of Delivery on Pipeline's system, or on third party pipeline systems within the capacity contracted for and used by Pipeline as an operational loop of its system, located in the same zone or any upstream zone (for forwardhauls) or any downstream zone (for backhauls) as the Customer's firm Point(s) of Delivery specified in Customer's executed service agreement, subject only to:

- (i) quantities tendered must be within the accurate measurement capability and within the applicable operating restrictions imposed by the U. S. Department of Transportation with regards to the facilities installed at the Point of Receipt;
- (ii) the requirement that the delivery of such quantity of gas will not impair the ability of Pipeline to satisfy Pipeline's firm obligations to other firm Customers and/or will not impair the safe operation of the Pipeline's facilities; and/or

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GENERAL TERMS AND CONDITIONS
(Continued)

- (iii) the requirement that Pipeline shall not deliver for the account of Customer in the aggregate at all Point(s) of Delivery hereunder a quantity of gas in excess of the Customer's rights in any portion of Pipeline's system which are defined in the Access Area by the Operational Segment Capacity Entitlements and in the Market Area by the Customer's Transportation Path(s).
- (iv) The requirement that quantities nominated at Points of Delivery located on a third party pipeline meet all of the terms and conditions prescribed in third party pipeline's effective FERC Gas Tariff and the applicable service agreement with the third party pipeline.

14.9 Open-season

- (A) Pipeline shall endeavor to accommodate a request from any Customer under Rate Schedules CDS, FT-1, SCT, and/or SS-1 for any specific point on Pipeline's system as a firm Point of Receipt and/or as a firm Point of Delivery promptly upon receipt of the request. Pipeline's consent to any request for any specific point as a firm Point of Receipt or as a firm Point of Delivery shall not be unreasonably withheld. Pipeline shall not accept any proposed Point of Receipt, any quantity at any Point of Receipt, any change in quantities among firm Points of Receipt, any Point of Delivery, any quantity at any Point of Delivery, or any change in quantities among firm Points of Delivery if in doing so, in Pipeline's reasonable judgment, such acceptance would impair Pipeline's ability to satisfy Pipeline's existing firm obligations to receive gas under other firm agreements and/or to satisfy Pipeline's existing firm obligations to deliver gas under other firm agreements.
- (B) For any existing uncommitted firm capacity at Point(s) of Delivery, Pipeline shall hold an open-season for thirty (30) days beginning on July 1, 1993 to allow requests for such Points posted on the LINKp System as of July 1, 1993. For uncommitted firm capacity at any Point(s) of Delivery or Point(s) of Receipt constructed on and after July 1, 1993 available pursuant to Section 14.5(B) or 14.6(B), respectively, Pipeline shall hold an open-season for fifteen (15) days beginning on the first business day of each month to allow requests for Points of Receipt or Points of Delivery posted on the LINKp System during the previous calendar month as "Newly Constructed". Such posting shall include the in-service date for the facilities.
- (C) Pipeline shall allocate capacity available at such Point(s) of Receipt or Point(s) of Delivery on a pro rata basis up to each Customer's firm Transportation Path entitlement at such Point(s) of Receipt or Point(s) of Delivery, as applicable, based upon the aggregate Transportation Path entitlement at

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GENERAL TERMS AND CONDITIONS
(Continued)

- (iii) the requirement that Pipeline shall not deliver for the account of Customer in the aggregate at all Point(s) of Delivery hereunder a quantity of gas in excess of the Customer's rights in any portion of Pipeline's system which are defined in the Access Area by the Operational Segment Capacity Entitlements and in the Market Area by the Customer's Transportation Path(s).
- (iv) The requirement that quantities nominated at Points of Delivery located on a third party pipeline meet all of the terms and conditions prescribed in third party pipeline's effective FERC Gas Tariff and the applicable service agreement with the third party pipeline.

14.9 Open-season For Uncommitted Receipt and Delivery Point Capacity

- (A) For uncommitted firm capacity at Point(s) of Delivery existing prior to June 1, 1993, Pipeline held an open-season for thirty (30) days beginning on July 1, 1993 to allow requests for such Points posted on the LINKp System as of July 1, 1993. Such uncommitted firm capacity at Point(s) of Delivery requested during such open-season held pursuant to this Section 14.9(A) and allocated pursuant to Section 14.9(C) is designated as Section 14.9 Firm Capacity in the applicable exhibit of each requesting Customer's executed service agreement(s) under Rate Schedules CDS, FT-1, SCT, and/or SS-1. Such Section 14.9 Firm Capacity shall be subject to the provisions of Section 14.10.
- (B) For uncommitted firm capacity at any Point(s) of Delivery or Point(s) of Receipt constructed on or after June 1, 1993 available pursuant to Section 14.5(B) or 14.6(B), respectively, Pipeline shall hold an open-season for fifteen (15) days beginning on the first business day of each month to allow written requests, including specific quantities requested at such point, for Points of Receipt or Points of Delivery posted on the LINKp System during the previous calendar month as "Newly Constructed". Such posting shall include the in-service date for the facilities. Pipeline's consent to any written request for any specific point as a firm Point of Receipt or as a firm Point of Delivery shall not be unreasonably withheld. Pipeline shall not accept any proposed Point of Receipt, any quantity at any Point of Receipt, any change in quantities among firm Points of Receipt, any Point of Delivery, any quantity at any Point of Delivery, or any change in quantities among firm Points of Delivery if in doing so, in Pipeline's reasonable judgment, such acceptance would impair Pipeline's ability to satisfy Pipeline's existing firm obligations to receive gas under other firm agreements and/or to satisfy Pipeline's existing firm obligations to deliver gas under other firm agreements.

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FERC Docket: RS92- 11-009

Original Sheet No. 605 Original Sheet No. 605 : Effective

GENERAL TERMS AND CONDITIONS
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such Point(s) of Receipt or Point(s) of Delivery, as applicable, of all requesting Customers who have submitted valid requests during the open-season. Pipeline shall allocate all remaining capacity at such Point(s) of Receipt or Point(s) of Delivery after allocating those requests received during the open-season on a first-come, first-served basis up to each Customer's firm Transportation Path entitlement based on the date of the Customer's request for valid requests received after the open-season.

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First Revised Sheet No. 605 First Revised Sheet No. 605 : Suspended
Superseding: Original Sheet No. 605

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Such uncommitted firm capacity at Point(s) of Delivery and Point(s) of Receipt requested during such open-season held pursuant to this Section 14.9(B) and allocated pursuant to Section 14.9(C) shall be designated as Section 14.9 Firm Capacity in the applicable exhibit of each requesting Customer's executed service agreement(s) under Rate Schedules CDS, FT-1, SCT, and/or SS-1. Such Section 14.9 Firm Capacity shall be subject to the provisions of Section 14.10.

- (C) Pipeline shall allocate capacity available at such Point(s) of Receipt or Point(s) of Delivery on a pro rata basis up to each Customer's firm Transportation Path entitlement at such Point(s) of Receipt or Point(s) of Delivery, as applicable, based upon the aggregate Transportation Path entitlement at such Point(s) of Receipt or Point(s) of Delivery, as applicable, of all requesting Customers who have submitted valid requests during the open-season; provided, however, that in no event shall a Customer be entitled to Section 14.9 Firm Capacity in excess of such Customer's aggregate Transportation Path Quantity in each zone under Rate Schedules CDS, FT-1, SCT and/or SS-1.

14.10 Uncommitted Firm Capacity

- (A) For all uncommitted capacity available after the open-seasons provided for in Section 14.9, Pipeline shall endeavor to promptly accommodate a valid request for any specific point, including specific quantities requested at such point, on Pipeline's system as a firm Point of Receipt and/or as a firm Point of Delivery under Rate Schedules CDS, FT-1, SCT, and/or SS-1 or under a new additional firm service. A valid request shall be in writing and shall include only one specific point requested, specific quantities requested at such point, and effective date for such quantities. Pipeline's consent to any valid request for any specific point as a firm Point of Receipt or as a firm Point of Delivery shall not be unreasonably withheld. Pipeline shall not accept any proposed Point of Receipt, any quantity at any Point of Receipt, any change in quantities among firm Points of Receipt, any Point of Delivery, any quantity at any Point of Delivery, or any change in quantities among firm Points of Delivery if in doing so, in Pipeline's reasonable judgment, such acceptance would impair Pipeline's ability to satisfy Pipeline's existing firm obligations to receive gas under other firm agreements and/or to satisfy Pipeline's existing firm obligations to deliver gas under other firm agreements. Any capacity awarded under this Section 14.10 for Rate Schedules CDS, FT-1, SCT, and/or SS-1 shall be designated as Section 14.9 Firm Capacity in the applicable exhibit of each requesting Customer's executed service agreement(s) under such Rate Schedules; provided, however, that subject to the limitations above, a Customer may request that Section 14.9

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Firm Capacity may be designated as MDDO or MDRO to the extent (1) such Customer's MDDO or MDRO, as applicable, is less than its MDQ, or (2) such Customer requests that an equivalent quantity of existing MDDO or MDRO, as applicable, under Customer's executed service agreements be designated as Section 14.9 Firm Capacity. Any capacity awarded under this Section 14.10 for a new firm service shall be designated as MDDO, or MDRO, as applicable, in the applicable exhibit of each requesting Customer's executed service agreement(s) under such new firm service.

- (B) Unutilized Section 14.9 Firm Capacity may be recalled to fulfill requests under Section 14.10(A). In the event it is necessary for Pipeline to recall Section 14.9 Firm Capacity to satisfy a request under Section 14.10, Section 14.9 Firm Capacity may be retained by a Customer based on the usage of the point for up to a twelve-month period prior to the date of a valid request. Quantities delivered or received by such Customer during such evaluation period will be utilized to determine the Customer's Firm Peak Day Quantity. The Firm Peak Day Quantity, for purposes of this Section 14.10, shall be the greatest daily quantity utilized for such period under Rate Schedules CDS, FT-1, SCT, and/or SS-1 at each Section 14.9 Firm Capacity point. The quantity of Section 14.9 Firm Capacity that may be retained at each point by a Customer shall be determined as follows.
- (1) If the point does not have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed service agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be limited to the greater of:
 - (a) the Customer's existing Section 14.9 Firm Capacity less the quantity required to meet a valid request at the point, if one hundred ten percent (110%) of the Firm Peak Day Quantity is less than the Customer's existing Section 14.9 Firm Capacity; or
 - (b) the lesser of (i) one-hundred ten percent (110%) of the Firm Peak Day Quantity, or (ii) the Customer's existing Section 14.9 Firm Capacity.
 - (2) If the point does have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed service agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be limited to the greater of:

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Firm Capacity may be designated as MDDO or MDRO to the extent (1) such Customer's MDDO or MDRO, as applicable, is less than its MDQ, or (2) such Customer requests that an equivalent quantity of existing MDDO or MDRO, as applicable, under Customer's executed service agreements be designated as Section 14.9 Firm Capacity. Any capacity awarded under this Section 14.10 for a new firm service shall be designated as MDDO, or MDRO, as applicable, in the applicable exhibit of each requesting Customer's executed service agreement(s) under such new firm service, provided such Customer's aggregate MDDO or MDRO, as applicable, does not exceed its MDQ for such new service.

- (B) Commencing March 1, 1997, unutilized Section 14.9 Firm Capacity may be recalled only to the extent necessary to fulfill requests under Section 14.10(A). MDDO and/or MDRO capacity is not considered to be Section 14.9 Firm Capacity and, therefore, is not subject to potential reduction pursuant to this Section 14.10(B). In the event it is necessary for Pipeline to recall Section 14.9 Firm Capacity to satisfy a request under Section 14.10, Section 14.9 Firm Capacity may be retained by a Customer based on the usage of the point during the twelve-month calendar period prior to March 1, 1997 or the date of a valid request, whichever is later; provided, however, that a Customer shall retain rights to Section 14.9 Firm Capacity for a minimum of twelve months.

Quantities delivered or received by such Customer during such evaluation period will be utilized to determine the Customer's Firm Peak Day Quantity. The Firm Peak Day Quantity, for purposes of this Section 14.10, shall be the greatest daily quantity utilized for such period under Rate Schedules CDS, FT-1, SCT, and/or SS-1 at each Section 14.9 Firm Capacity point. Such Customer's Firm Peak Day Quantity shall include quantities delivered or received by any Replacement Customer holding firm capacity at a point under a capacity release arrangement with such Customer pursuant to Section 3.14 of the General Terms and Conditions.

The quantity of Section 14.9 Firm Capacity that may be retained at each point by a Customer shall be determined as follows.

- (1) If the point does not have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed service agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be equal to the greater of:

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First Revised Sheet No. 607 First Revised Sheet No. 607 : Effective
Superseding: Substitute Original Sheet No. 607

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- (a) the Customer's existing Section 14.9 Firm Capacity less the quantity required to meet a valid request at the point, but not less than zero; or
 - (b) the Customer's existing Section 14.9 Firm Capacity, or one-hundred ten percent (110%) of the Firm Peak Day Quantity, whichever is less.
- (2) If the point does have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed service agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be equal to the greater of:
- (a) the Customer's existing Section 14.9 Firm Capacity less the quantity required to meet a valid request at the point, but not less than zero; or
 - (b) the Customer's existing Section 14.9 Firm Capacity, or one-hundred ten percent (110%) of the Firm Peak Day Quantity less the MDDO or MDRO, as applicable, but not less than zero, whichever is less.

Pipeline will provide to Customer applicable substitute exhibit page(s) of Customer's executed Service Agreement(s) reflecting the Section 14.9 Firm Capacity retained at each point to become effective on the later of thirty (30) days after Pipeline receives a valid request or two (2) weeks after Pipeline tenders such substitute exhibit page(s). As of the effective date of such substitute exhibit page(s), Pipeline shall have no obligation to make firm receipts and/or deliveries in excess of such restated Section 14.9 Firm Capacity rights.

- (C) Pipeline shall allocate all Remaining Capacity under this Section 14.10 at such Point(s) of Delivery or Point(s) of Receipt on a first-come, first-served basis based on the date and time of the Customer's valid request for each specific point; provided, however, that requests for new additional firm service shall have priority over other requests. Remaining Capacity shall be capacity that is uncommitted firm capacity including, but not limited to, any Section 14.9 Firm Capacity not retained by Customer(s) pursuant to Section 14.10(B). The quantity of Remaining Capacity allocated to a Customer shall be the lesser of the quantity requested or the Remaining Capacity at the point.

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Original Sheet Nos. 608-615 Original Sheet Nos. 608-615 : Suspended

Original Sheet Nos. 608-615

Effective Date: 03/01/1997 Status: Effective

FERC Docket: RP96-338-002

Original Sheet No. 608 Original Sheet No. 608 : Effective

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In no event shall a Customer be entitled to Section 14.9 Firm Capacity in excess of such Customer's aggregate Transportation Path Quantity in each zone under Rate Schedules CDS, FT-1, SCT and/or SS-1.

Any valid request for uncommitted firm capacity at a Point of Delivery or a Point of Receipt shall retain its status in the first-come, first-served queue until the request has been completely satisfied.

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FERC Docket: RP96-338-002

Sheet Nos. 609-615 Sheet Nos. 609-615 : Effective

Sheet Nos. 609-615
are being reserved for future use.

GENERAL TERMS AND CONDITIONS
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15. PERIODIC RATE ADJUSTMENTS

Periodically rates and charges under Pipeline's FERC Gas Tariff shall be adjusted to reflect changes in Pipeline's expenditures for electric power, the Transition Cost Recovery Mechanism, research and development, the Gas Research Institute, the Annual Charge Adjustment and the Applicable Shrinkage Adjustment. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base. Pipeline and Customer recognize that Pipeline will 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, required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Pipeline or Customer or attributable to Pipeline or Customer, and costs generated by decisions of the Commission, the courts or by an arbitration panel or other body having jurisdiction over the Pipeline. Pipeline hereby notifies Customers that it may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Customers 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. Pipeline hereby notifies Customers that Pipeline shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Customer shall have the right to intervene and protest any such filing.

15.1 Electric Power Cost (EPC) Adjustment

(A) Purpose:

This Section 15.1 provides a mechanism by which changes in electric power costs used for the operation of transmission compressor stations with electric motor prime movers can be reflected in Pipeline's jurisdictional rates.

(B) Procedure for Changing Jurisdictional Rates:

In accordance with the following procedure, rates and charges for storage and transportation service under Rate Schedules CDS, FT-1, SCT, PTI, IT-1, TS-2, SS, SS-1, CTS, and those applicable Rate Schedules listed on Sheet Nos. 1J and 1K of Pipeline's Original Volume No. 2 (hereinafter EPC Rate Schedules) shall be adjusted to reflect changes in Pipeline's expenditures for electric power.

(1) Electric Power Costs (EPC)

Electric Power Costs shall include all charges payable to others for the purchase of electric power used for the operation of transmission compressor stations with electric motor prime movers.

GENERAL TERMS AND CONDITIONS
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(2) Current Unit EPC Change

The Current Unit EPC Change based on the Base Electric Power Cost Units under Section 15.1(B)(5) hereof shall be computed as the difference obtained by subtracting the Base Electric Power Cost Unit for each applicable zone and rate schedule from the quotient obtained by dividing the estimated annual electric power costs as defined in Section 15.1(B)(1) above for the applicable zones and rate schedules for the 12 months beginning with the effective date of the adjustment, allocated in accordance with the then currently effective method in use for allocating Transmission Costs on Pipeline's system, by the estimated demand and commodity units to be billed under the applicable zones and rate schedules under Section 15.1(B)(5) for the same period. The Current Unit EPC Change for applicable zones and rate schedules will be rounded to the nearest 1/100 of a cent for commodity rate adjustments and 1/1000 of a dollar for demand adjustments. The Current Unit EPC change as determined on the Base Electric Power Cost Units under Section 15.1(B)(5) hereof shall be based on such change as determined with respect to the Base Electric Power Cost Units under Section 15.1(B)(5) in such a manner that historical rate design concepts shall be maintained.

(3) Deferred EPC Account

A Deferred EPC Account shall be maintained reflecting the under collection or over collection of Electric Power Costs for each monthly billing period. The Deferred EPC Account shall be credited or debited as follows: Each month all Electric Power Costs as defined in Section 15.1(B)(1) above incurred by Pipeline shall be debited to this account and all Electric Power Costs recovered by Pipeline shall be credited to this account. Electric Power Cost recoveries will be determined by multiplying the sum of the applicable Base Electric Power Cost Unit plus the corresponding effective EPC Adjustment for each zone and rate schedule by the respective monthly demand and commodity units to be billed. Beginning on June 1, 1993 or the effective date of this Section 15.1(B)(3), the Deferred EPC Account shall be maintained in twelve-month accumulation periods, November-October, provided that the first accumulation period shall include any balance carried forward from prior periods.

(4) Electric Power Cost (EPC) Surcharge Adjustments

The Electric Power Cost Surcharge Adjustments shall be computed for each applicable zone and rate schedule by dividing the Deferred EPC Account Balance for such

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applicable zone and rate schedule by the estimated demand and commodity units to be billed weighted on the basis of the Base Electric Power Cost Units for each applicable zone and rate schedule under all EPC Rate Schedules for the twelve month period beginning February 1. The EPC Surcharges for each applicable zone and rate schedule shall be rounded to the nearest 1/100 of a cent for commodity surcharges and 1/1000 of a dollar for demand surcharges.

(5) Base Electric Power Cost Unit

The Base Electric Power Cost Unit for each applicable zone and rate schedule which are the unit Electric Power Costs included in the Base Tariff Rates under Pipeline's EPC Rate Schedules shall be reflected on Sheet Nos. 130 through 133 of this FERC Gas Tariff.

(6) EPC Adjustment

The Current Unit EPC Change for each applicable zone and rate schedule computed in accordance with Section 15.1(B)(2) and the EPC Surcharge computed in accordance with Section 15.1(B)(4) above shall be added to the applicable demand and commodity components of Pipeline's EPC Rate Schedules and the last previous units computed under the same sections, which are contained in such rates, if any, shall be removed. Rate adjustments hereunder shall be applied to Pipeline's rates in such a manner that historical rate design concepts shall be maintained. In the event a change in rates under the provisions of this Section 15.1 is prevented by law from going into effect on a date specified herein, it shall be made effective as soon thereafter as permitted by law.

(C) Procedure for Filing:

Pipeline shall file and place into effect, subject to suspension for not more than one day, changes in its jurisdictional rates to reflect any increase or decrease in the cost to Pipeline for the use of electric power. Filings hereunder shall be made effective on February 1 and August 1. Not less than thirty (30) days prior to the proposed effective date of a rate change pursuant to this Section 15.1, Pipeline shall file with the Commission and shall mail to each of its jurisdictional Customers, and interested state commissions revised tariff sheets reflecting the proposed rate change together with a statement showing the computation of the rate change. The filing effective February 1 each year shall include revised EPC Surcharges computed pursuant to Section 15.1(B)(4) above and revised Current Unit EPC Changes computed in accordance with Section 15.1(B)(2); however, the filing effective

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August 1 each year shall only include revised Current EPC changes. The EPC Surcharges filed to be effective February 1 each year shall be effective for the full twelve (12) month period beginning February 1 of each year.

15.2 Transition Cost Recovery Mechanism

(A) This Section 15.2 establishes the procedures under which Pipeline will recover the costs incurred as a result of implementing, in connection with implementing, or attributable to, the requirements of Order No. 636 (such costs hereinafter referred to "Transition Costs"). This Section 15.2 shall be applicable until such time as Pipeline has recovered the total aggregate Transition Costs.

(B) [RESERVED FOR FUTURE USE]

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The applicable allocation factors for each Customer are set forth below:

Customer	Allocation Factor
Algonquin Gas Transmission Company	0.212577
Allied Gas Company, et al.	0.014630
Anna, Illinois, City of	0.000736
Arkansas Louisiana Gas Company for Beebe and Cabot, Arkansas	0.000555
Arkansas Louisiana Gas Company for Paragould, Arkansas	0.000358
Associated Natural Gas Company	0.002311
Batesville, Indiana, City of	0.001234
Belmont, Mississippi, Town of	0.000179
Bernie, Missouri, City of	0.000186
Boston Gas Company	0.019665
Brooklyn Union Gas Company, The	0.029673
Bude, Mississippi, Town of	0.000082
Cairo, Illinois, City of	0.000884
Carnegie Natural Gas Company	0.029881
Central Hudson Gas & Electric Corporation	0.004570
Central Illinois Public Service Company	0.004146
Chambersburg, Pennsylvania, Borough of	0.001732
CNG Transmission Corporation	0.149256
Cobden, Illinois, Village of	0.000089
Columbia, Kentucky, City of	0.000352
Community Natural Gas Company, Inc.	0.000168
Consolidated Edison Company of New York, Inc.	0.037418
Consumers Gas Company for Albion, Illinois	0.000680
Consumers Gas Company for Carmi, Illinois	0.001553
Consumers Gas Company for Omaha, Illinois	0.000434
Creal Springs, Illinois, City of	0.000052
Crossville, Illinois, Village of	0.000147
East Ohio Gas Company, The	0.016416
Edmonton, Kentucky, City of	0.000084
Elizabethtown Gas Company	0.002430
Enfield, Illinois, Village of	0.000084
Equitrans, Inc.	0.044272
Fall River Gas Company	0.000503
Flora, Mississippi, Town of	0.000296

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Original Sheet No. 622 Original Sheet No. 622 : Effective

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Customer	Allocation Factor
Fulton, Mississippi, Town of	0.000276
Gas Utility District No. 2 of Pt. Coupee Parish, La.	0.000176
Gloster, Mississippi, Town of	0.000166
Grayville, Illinois, City of	0.000295
Harrisburg, Arkansas, City of	0.000430
Hope Gas, Inc.	0.001642
Horton Highway Utility District of Rutherford, Williamson and Marshall Counties, Tennessee	0.000219
Huntingburg, Indiana, City of	0.000809
Indiana Gas Company, Inc.	0.001039
Indiana Natural Gas Corporation	0.000453
Indiana Natural Gas Corporation for Dubois & Haysville	0.000084
Jasper, Indiana, City of	0.001142
Jonesboro, Illinois, City of	0.000181
Kennett, Missouri, City of	0.001450
Lafayette, Tennessee, City of	0.000282
Lawrenceburg, Tennessee, City of	0.001915
Lawrenceburg Gas Company	0.000610
Lebanon, Tennessee, City of	0.001717
Liberty, Kentucky, City of	0.000269
Long Island Lighting Company	0.016430
Loretto, Tennessee, City of	0.000083
Mantachie Natural Gas District	0.000251
Meadville, Mississippi, Town of	0.000058
Middleborough, Massachusetts, Town of	0.000167
Midwest Natural Gas Corporation for Brownstown and Medora	0.000359
Midwest Natural Gas Corporation for North Vernon	0.000899
Mississippi Gas Corporation for Reeves, Louisiana	0.000036
Mississippi Gas Corporation for LeBlanc, Louisiana	0.000190
Mississippi Valley Gas Company for Town of Ethel, Mississippi	0.000028
Mississippi Valley Gas Company for Town of McCool, Mississippi	0.000011
Morganza, Louisiana, Village of	0.000077
Mt. Carmel Public Utility Company	0.001168
Napoleon, Indiana, Town of	0.000028
National Fuel Gas Supply Corp.	0.027945
National Gas & Oil Corporation	0.006332

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FERC Docket: RS92- 11-009

Original Sheet No. 623 Original Sheet No. 623 : Effective

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Customer	Allocation Factor
New Harmony, Indiana, Town of	0.000149
New Jersey Natural Gas Company	0.056186
New Roads, Louisiana, Town of	0.000890
New York State Electric and Gas Corporation	0.003437
Niagara Mohawk Power Corporation	0.024057
Norris City, Illinois, Village of	0.000240
Orange and Rockland Utilities, Inc.	0.002576
Osage Natural Gas Company	0.000064
Osgood, Indiana, Town of	0.000181
Oxford Natural Gas Company	0.001511
Peoples Natural Gas Company, The	0.005105
Philadelphia Electric Company	0.039138
Philadelphia Gas Works	0.062392
T. W. Phillips Gas & Oil Company	0.004026
Piedmont Natural Gas Company	0.000211
Poseyville, Indiana, Town of	0.000115
Public Service Electric and Gas Company	0.103083
Pulaski, Tennessee, City of	0.001123
Red Bay, Alabama, The Water Works and Gas Board of The Town of	0.000255
Rochester Gas and Electric Corporation	0.004104
Smyrna, Tennessee, Town of	0.000917
Somerset, Kentucky, City of	0.002331
Southern Connecticut Gas Company	0.008364
Southern Indiana Gas and Electric Company	0.000400
Starks Water & Gas, Inc.	0.000145
Tamms, Illinois, Village of	0.000224
Tennessee River Development Company	0.000058
Thebes, Illinois, Village of	0.000034
Tompkinsville, Kentucky, City of	0.000244
UGI Utilities, Inc.	0.024814
Union Electric Company (formerly Missouri Utilities Company)	0.005439
United Cities Gas Company	0.003093
Utica, Mississippi, Town of	0.000116
Weir, Mississippi, Town of	0.000021
Westport Natural Gas Company, Inc.	0.000108
Total	1.000000

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Fifth Revised Sheet No. 624 Fifth Revised Sheet No. 624 : Effective
Superseding: Fourth Revised Sheet No. 624

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- (C) Each year, Pipeline shall file a statement with the Commission comparing total Rate Schedules PTI, IT-1 and ISS-1 revenues (less applicable surcharges and variable costs incurred in providing the service) received during the twelve (12) month period ending June 30 against the non-gas cost of service allocated to be recovered from Rate Schedules PTI, IT-1 and ISS-1. Pipeline shall separately compare Rate Schedule LLIT and VKIT revenues, less applicable surcharges and variable costs, during the twelve (12) month period ending June 30 against the cost of service allocated to be recovered during such reconciliation period from each Rate Schedule LLIT and VKIT, respectively. To the extent revenues derived from any of the comparisons described above exceed such cost of service allocation, Pipeline shall credit ninety percent (90%) of such excess revenue, less applicable surcharges and variable costs incurred in providing the service, against Pipeline's Applicable Shrinkage Deferred Account, discussed in Section 15.6(D)(1) of these General Terms and Conditions. Pipeline shall retain the remaining ten percent (10%) of such excess revenue and all applicable surcharges and variable costs incurred in providing the service without any refund obligation.

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Sheet Nos. 624A - 627A Sheet Nos. 624A - 627A : Effective

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but are now reserved for future use.

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Sixth Revised Sheet No. 625 Sixth Revised Sheet No. 625 : Effective
Superseding: Fifth Revised Sheet No. 625

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filing under seal a Revised and Superseding List A and List B. Revisions to List A and List B are necessary to reflect contract terminations since February 2, 1993 and the Commission's April 22, 1993 Order in Docket No. RS92-11. Revised and Superseding List A and List B will be available for review in Houston and Washington upon execution of an appropriate protective and non-disclosure agreement.

- (2) Pipeline will make filings to be effective commencing on July 1, 1993, and quarterly thereafter, subject to the receipt of necessary Commission authorization, to recover any Gas Supply Realignment Costs actually incurred and booked by the end of the quarter preceding the filing and which are known and measurable, plus carrying charges calculated on the net outstanding balance (i.e., after Gas Supply Realignment revenues are received and credited) from the date of incurrence of such Gas Supply Realignment Costs to the projected date of payment as determined pursuant to Section 154.403(c)(7) of the Commission's regulations; provided, however, that on and after the date of the credit calculated pursuant to Section 15.2(C)(4) carrying charges shall be computed on the net outstanding balance.
 - (a) Ninety percent (90%) of such Gas Supply Realignment Costs shall be allocated between aggregate MDQs under Rate Schedules FT-1, LLFT and VKFT associated with incremental facility expansions implemented on or after June 1, 1993, and the aggregate MDQs under Rate Schedules CDS and FT-1 associated with systemwide service. Such allocation shall be based on the dekatherm miles underlying the affected incremental or systemwide services divided by the total dekatherm miles underlying both incremental facility expansions and systemwide services. The allocation to the Customers' individual MDQs under Rate Schedules FT-1, LLFT and VKFT associated with incremental facility expansions and the Customers' individual MDQs under Rate Schedules CDS and FT-1 associated with systemwide service shall be pro rata based on the ratio of the Customer's individual MDQs to the aggregate MDQs associated with incremental facility expansions, if applicable, or systemwide service, respectively. Such Gas Supply Realignment Costs shall be recovered from such Customers under Rate Schedules CDS, FT-1, LLFT and VKFT by means of a GSR Demand Surcharge per MDQ.

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The costs for such GSR Demand Surcharge, with the exception of buyout costs which are incurred after January 1, 1994 and are, in the aggregate, in excess of fifteen (15) million dollars for a quarterly filing, shall be amortized and recovered over a three (3) month period. To the extent buyout costs which are incurred after January 1, 1994 and are, in the aggregate, in excess of fifteen (15) million dollars for a quarterly filing, the costs for such GSR Demand Surcharge shall be amortized and recovered over a two (2) year period.

- (i) Pipeline shall render a bill each month to applicable Rate Schedule CDS, FT-1, LLFT and VKFT customers for each Customer's monthly GSR Demand Surcharge Amount on or after the tenth day of the month following the effective date of the filing through the applicable recovery period. Such GSR Demand Surcharge Amount shall be calculated by multiplying a Customer's MDQ for a month times the GSR Demand Surcharge rate.
- (ii) Except for any part of the payment obligation of a Customer attributable to the GSR Demand Surcharge component which has been designed to be paid over a twenty-four (24) month period as required by Section 15.2(C) (2) (a), each Customer shall have the option of paying its GSR Demand Surcharge obligation for any quarter in twenty-four (24) consecutive monthly installments equal to 1/24th of such remaining GSR Demand Surcharge obligation. Additional carrying charges on such amount shall be calculated and included on each monthly bill for those

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Customers electing the twenty-four (24) month payment option. Monthly amounts shall be payable on the 20th of each month following submission of the bill referred to in paragraph (i). Any Customer may, at any time, pay all or a portion of its unpaid GSR Demand Surcharge Amount and in such event its obligation for carrying charges shall be applicable only to amounts unpaid. Carrying charges on unpaid principal amounts for those Customers electing to extend their payments hereunder shall be determined using the methods specified in Section 154.403(c) (7) of the Commission's Regulations.

(iii) Should Customer fail to pay any amount on the date due hereunder, additional interest thereon shall accrue at the rate computed using the factors specified in Section 154.403(c) (7) of the Commission's Regulations, until such time as the full amount due has been paid or collected.

(iv) Regardless of whether the Customer elects the three (3) month or twenty-four (24) month payment option the GSR Demand Surcharge Amounts hereunder together with the applicable carrying charges, shall accrue in full as of the effective date of any quarterly filing, shall be unaffected by, and shall remain in effect following, any expiration or termination of Customer's service agreement with Pipeline. Notwithstanding anything herein or in any contract to the contrary, Pipeline shall have the right to sell or assign to a third party or parties amounts payable hereunder by any Customer.

(b) Ten percent (10%) of such Gas Supply Realignment Costs shall be reflected in revised rates for Rate Schedules PTI, IT-1, LLIT and VKIT service which shall be designed to recover over the following twenty-four (24) months said ten percent (10%) of Pipeline's Gas Supply Realignment Costs. A portion of the Rate Schedule PTI, IT-1, ISS-1, LLIT and VKIT revenue as determined pursuant to Section 15.2(C) (4) shall be credited to the recovery of Gas Supply Realignment Charges collected by Pipeline.

(c) Any Gas Supply Realignment Costs actually incurred and recovered from Customers under Rate Schedules CDS, FT-1, LLFT and VKFT but subsequently required

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by the Commission to be refunded shall be refunded to such Customers within sixty (60) days after the date of the Commission order requiring such refunds on the same basis as allocated in Section 15.2(C)(2)(a) for the time period during which the Gas Supply Realignment Costs were allocated. Such refunds shall include carrying charges calculated in accordance with Section 154.403(c)(7) of the Commission's Regulations from the date of payment by the Customer to the refund date. Any Gas Supply Realignment Costs actually incurred and deemed recovered from Customers under Rate Schedules PTI, IT-1, ISS-1, LLIT and VKIT shall be credited to the Gas Supply Realignment Costs to be included in the rates for Rate Schedules PTI, IT-1, LLIT and VKIT in the next quarterly filing.

- (3) Within sixty (60) days from July 1 of each year following the Implementation Date, Pipeline shall file a statement with the Commission reflecting:
- (a) the aggregate amount of Gas Supply Realignment Costs incurred and allocated to be collected during the twelve (12) months ending June 30 of such year from Rate Schedules PTI, IT-1, LLIT and VKIT;
 - (b) the aggregate amount of Gas Supply Realignment Costs deemed collected during the twelve (12) months ending June 30 of such year by Pipeline under Rate Schedules PTI, IT-1, ISS-1, LLIT and VKIT as determined pursuant to Section 15.2(C)(4).

Pipeline shall have the option at any time after twenty-four (24) months from July 1, 1993 to file to recover any Gas Supply Realignment Costs unrecovered through its Rate Schedule PTI, IT-1, LLIT and VKIT rates through an alternate mechanism.

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- (4) To determine pursuant to Section 15.2(C)(3)(b) whether Pipeline has recovered Gas Supply Realignment Costs pursuant to Rate Schedules PTI, IT-1, ISS-1, LLIT and VKIT, Pipeline shall compare total PTI, IT-1 and ISS-1 revenues during the twelve (12) month period ending June 30 against the cost of service allocated to be recovered from Rate Schedules PTI, IT-1 and ISS-1 excluding Gas Supply Realignment Costs. Pipeline shall separately compare Rate Schedule LLIT and VKIT revenues during the twelve (12) month period ending June 30 against the cost of service allocated to be recovered from each Rate Schedule LLIT and VKIT, respectively. To the extent revenues derived from any of the comparisons described above exceeds such cost of service allocation, excluding Gas Supply Realignment Costs, Pipeline shall consider such excess revenue, less applicable surcharges and variable costs incurred in providing the service, to be recovery of the Gas Supply Realignment Costs allocated to Rate Schedules PTI, IT-1, ISS-1, LLIT and VKIT for such period. Ninety percent (90%) of any additional excess revenue, less applicable surcharges and variable costs incurred in providing the service, shall also be considered recovery of Gas Supply Realignment Costs and shall be credited against

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Second Revised Sheet No. 628 Second Revised Sheet No. 628 : Suspended
Superseding: First Revised Sheet No. 628

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Pipeline's GSR Demand Account. Pipeline shall retain the remaining ten percent (10%) of such excess revenue without any refund obligation.

(D) Treatment of Stranded Costs:

Pipeline's cost of service settlement approved in Docket No. RP90-119 includes Account No. 858 costs. Pipeline is offering for assignment certain upstream pipeline capacity pursuant to Section 3.15 of the General Terms and Conditions. Effective as of June 1, 1993, Pipeline has removed all Account No. 858 costs other than those costs associated with the operational loops as defined in Section 3.15(D) of the General Terms and Conditions. From time to time after June 1, 1993, Pipeline will file limited Section 4 filings to recover known and measurable costs as stranded costs attributable to Account No. 858 upstream pipeline capacity to the extent such costs are not otherwise recovered in Pipeline's rates. Amounts to be recovered hereunder as stranded costs shall be direct billed to Customers under Rate Schedules CDS, FT-1, SCT (adjusted for peak day or MDQ over the last twelve months for Rate Schedule SCT Customers, whichever is less), LLFT and VKFT, if applicable, and shall be allocated as of the date of the filing between aggregate MDQs under Rate Schedules FT-1, LLFT and VKFT associated with incremental facility expansions implemented on or after June 1, 1993, and the aggregate MDQs under Rate Schedules CDS, FT-1 and SCT (adjusted for peak day or MDQ over the last twelve months for Rate schedule SCT Customers, whichever is less) associated with systemwide service. Such allocation shall be based on the dekatherm miles underlying the affected incremental or systemwide services divided by the total dekatherm miles underlying both incremental facility expansions and systemwide services. The allocation to the Customers' individual MDQs under Rate Schedules FT-1, LLFT and VKFT associated with incremental facility expansions and the Customer's individual MDQ's under Rate Schedules CDS, FT-1, SCT (adjusted for peak day or MDQ over the last twelve months for Rate Schedule SCT Customers, whichever is less) associated with systemwide service shall be pro rata based on the ratio of the Customer's individual MDQs to the aggregate MDQs associated with incremental facility expansions, if applicable, or systemwide service, respectively. Direct billings hereunder for stranded costs shall include carrying charges from the date of incurrence of the stranded costs to the projected date of payment calculated in accordance with Section 154.305 of the Commission's Regulations. Customers will have the option of amortizing such direct billed amounts over as much as a twelve month period with carrying charges calculated in accordance with Section 154.305 of the Commission's Regulations on amounts as yet uncollected; provided however, any Customer may elect to pay Pipeline the full amount in a lump sum plus applicable carrying charges.

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(D) [RESERVED FOR FUTURE USE]

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Fourth Revised Sheet No. 628A Fourth Revised Sheet No. 628A : Effective
Superseding: Third Revised Sheet No. 628A

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- (E) Pipeline shall be entitled to file under Section 4 of the Natural Gas Act to recover capital costs and other costs incurred for and in connection with facilities utilized to implement Order No. 636 services.
- (F) Pipeline has restructured its services as required by Order No. 636, including unbundling services and making available for assignment upstream firm transportation and storage capacity on other pipelines. Other pipelines may not have restructured by the time this FERC Gas Tariff is implemented or may not have signed all contractual agreements necessary to such implementation. By way of example, but not by way of limitation, Pipeline has unbundled its Rate Schedules SS-2 and SS-3 services into firm transportation under Rate Schedules FTS-7 and FTS-8, with Customers to contract directly with CNG Transmission Corporation, the third party pipeline, for storage service. If Pipeline is billed for services no longer made available directly to Customers by Pipeline, but by a third party pipeline, as a result of restructuring under Order No. 636, the cost of which is not refunded in Pipeline's rates, Pipeline will flow through such charges to the applicable Customers on an as-billed basis.
- (G) Transition Cost Tracker:
- Should Pipeline be charged transition costs, other than Account No. 191 transition costs, by an upstream pipeline(s), Pipeline shall allocate such transition costs among its Rate Schedule CDS and FT-1 shippers on the same basis as it allocated its own Gas Supply Realignment Costs and surcharge such transition costs on a

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Superseding: Original Sheet No. 629

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Reservation Charge basis when billed to Pipeline. Should Pipeline be charged Account No. 191 transition costs by an upstream pipeline(s), Pipeline shall allocate and bill such transition costs in accordance with the provisions of Section 15.2(B).

(H) Exit Fee:

To the extent that a Customer desires to terminate an existing contract and Pipeline agrees to such termination, Pipeline shall collect as part of the exit fee facility costs pursuant to Section 15.2(E), restructuring implementation costs pursuant to Section 15.2(F) and upstream pipeline transition costs pursuant to Section 15.2(G), plus any associated carrying costs assigned or allocated to and otherwise payable by the Customer, absent the termination. In addition, Pipeline will collect all or a portion of the capacity Reservation Charges otherwise recoverable by Pipeline from Customers for the balance of the contractual term, absent such early termination.

15.3 Research and Development Adjustment

(A) Procedure for Computation of Adjustment:

The Research and Development (R&D) Adjustment shall be reflected in rates only when it amounts to at least one tenth of one mill (\$0.0001) per Dth of annual jurisdictional throughput. The R&D Adjustment shall be applied to the commodity component of all applicable rates and shall maintain historical rate design concepts.

(1) Research and Development Chargeable to Operation

The R&D Adjustment shall reflect the amount which actual R&D expenditures chargeable to operations during the twelve-month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (a) the amount allowed in Pipeline's last rate proceeding or the average of three years R&D expenditures for the initial filing under this Section 15.3; or (b) the actual R&D expenditures in Pipeline's last R&D Adjustment under this Section 15.3.

(2) Research and Development Includable in Rate Base

The R&D Adjustment shall reflect the amount which the actual balances in Account No. 188 during the twelve-month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (a) the amount allowed in Pipeline's last previous rate proceeding for the initial filing under this

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Section 15.3, or (b) the balances in Account No. 188 included in Pipeline's last prior R&D Adjustment under this Section 15.3. The balance in Account No. 188, for the purpose of computing the R&D Adjustment, shall be reduced by all monies recorded in Account No. 495 related to R&D expenditures. The rate of return used to determine the rate effect of the rate base treatment in Account No. 188 shall be the rate of return last allowed by the Commission during the previous three year period. If there has been no such rate of return allowed during the previous three year period, then, in the absence of evidence submitted to the contrary, the return utilized shall be the present interest rate used for computing refunds as specified in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act.

(B) Procedure for Filing:

Rate changes under this Section 15.3 shall be computed and filed not more frequently than semiannually. Any filing made hereunder to increase Pipeline's rates shall meet the notice requirements of Section 154.207 of the Commission's Regulations and shall be made at least forty-five (45) days prior to the date on which any change(s) in its existing rates is to become effective. Simultaneously with such filing, the company shall furnish the Commission, jurisdictional Customers and interested State Commissions a report containing detailed computations which clearly show the derivation of the proposed R&D Adjustment. The effect upon jurisdictional rates shall be determined by computing the unit change (either increase or decrease) based upon jurisdictional transportation quantities for the twelve-month period ending three months prior to the effective date of R&D Adjustment. Filings made under this Section 15.3 shall include a statement as to the anticipated scope and objective of the R&D and the relationship of such objective to the service for which the R&D Adjustment is to apply. Each R&D Adjustment shall become effective on the proposed effective date without suspension provided that any rate of the balance increase shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and non-appealable Commission order. Pipeline shall not be required to reduce its rates under this Section 15.3 by an increment exceeding the aggregate increases allowed hereunder.

(C) Exclusion of Payments to GRI:

Rate changes made under this Section 15.3 shall be calculated exclusive of any payments made to Gas Research Institute.

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15.4 Gas Research Institute (GRI) Surcharge Provision

(A) Purpose

GRI, an Illinois not for profit corporation has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public in the United States. Pipeline is a collection agent for GRI.

For the purpose of funding of GRI's approved expenditures for 1996 and 1997, and subject to further terms and conditions set forth in the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism, the Orders approving such Stipulation and Agreement found at Gas Research Institute, 62 F.E.R.C. Par. 61,280 (1993), reh'g 63 F.E.R.C. Par. 61,316 (1993), and the Order Approving Funding Mechanism for 1996 and 1997, found at Gas Research Institute, 71 F.E.R.C. Par. 61,130 (1995), this Section 15.4 establishes a GRI Surcharge to be collected for quantities of gas transported or injected under Pipeline's applicable transportation and storage rate schedules for the calendar years 1996 and 1997; provided, however, such GRI Surcharge shall not be applicable (1) to discounted transactions except as expressly provided below, (2) to Customers which are interstate pipelines and which include in their rates a charge for RD&D by GRI, (3) to the transportation of liquids and/or liquefiabiles or (4) to service which is solely gathering service and provided, further, that a GRI Surcharge shall not be applied to the same quantity of gas more than once.

(B) Basis of the GRI Surcharge

- (1) Pipeline's applicable transportation and storage rate schedules shall include an increment for a GRI Demand Surcharge and a GRI Commodity Surcharge, as applicable, for RD&D for non-discounted transactions. Pipeline will pay only the amount actually collected. Such GRI Surcharge shall be that increment, adjusted to Pipeline's measurement basis (dekatherms), which has been approved by Commission's Orders approving GRI's RD&D expenditures. The GRI Surcharge shall be reflected on Sheet Nos. 25, 26, 30, 31, 34B, 34C, 34D, 34E, 34F, 36, 37, 41, 41A, 42, 42A, 42B, 43, and 50 through 52 of this FERC Gas Tariff.
- (2) As to discounted transactions, if the discounted rate is less than the GRI Surcharge, Pipeline shall remit that portion of the GRI Surcharge actually collected.

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First Revised Sheet No. 631A First Revised Sheet No. 631A : Effective
Superseding: Original Sheet No. 631A

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For purposes of discounted transactions, any GRI Surcharge shall be considered to be the first component of rates discounted.

- (3) The applicable GRI Surcharge shall be determined for high load factor firm Customers (load factor exceeding fifty (50) percent) and low load factor firm Customers (load factor of fifty (50) percent or less). The Customer's load factor for each firm service agreement shall be determined annually. The load factor shall be calculated from actual firm quantities using the most recent twelve (12) months of quantities available (including quantities from assignment of service rights pursuant to Section 3.14 herein) as a percent of firm annual contractual entitlements. The Customer's load factor determination shall remain in effect for the ensuing calendar year. For firm Customers without a historical load factor for purposes of the GRI Surcharge, the GRI Surcharge shall be assessed each month based on actual throughput for each prior month of service until a twelve (12) month history is established.

(C) Filing Procedure

The initial GRI Surcharge or any subsequent changes in such GRI Surcharge shall be filed by Pipeline at least thirty (30) days prior to the proposed effective date. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Federal Energy Regulatory Commission. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

(D) Remittance to GRI

Pipeline shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies actually collected and received by virtue of the GRI Surcharge and the voluntary contribution mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. In no event will Pipeline be required to remit to GRI amounts not actually collected. In addition, for the amounts received through the voluntary contribution mechanism, Pipeline shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Customers.

(E) Payment by Customer

The amount of applicable Customer's GRI Surcharge shall be due and payable with the bill for the month of each such Customer.

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(F) Voluntary Contribution Mechanism

In addition to the foregoing, Pipeline will include in invoices to Customers a voluntary contribution mechanism allowing Customers to make voluntary contributions to GRI in such amounts and for such GRI project(s) or project area(s) as Customers specify. Customers may, but are not required to, make such voluntary contributions. The voluntary contribution mechanism is not a pipeline rate, rate provision, or term or condition of service. It is included in the invoice in accordance with the January 21, 1998, Stipulation and Agreement Concerning GRI Funding approved by the Commission in Gas Research Institute, 83 F.E.R.C. Par. 61,093 (1998), Order on Rehearing, 83 F.E.R.C. Par. 61,331 (1998). Any amounts remitted to Pipeline pursuant to the voluntary contribution mechanism shall be forwarded to GRI by Pipeline and are not refundable by Pipeline.

15.5 Annual Charge Adjustment Clause (ACA)

(A) Purpose:

Annual charges are assessed against gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the Commission. For the purpose of recovering annual charges, assessed Pipeline by the Commission, this Section 15.5 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under Pipeline's Rate Schedules identified in Section 15.5(B). For the period during which this Section 15.5 is effective, it is Pipeline's intent not to seek recovery of any annual charges assessed Pipeline pursuant to Part 382 of the Commission's Regulations and Order Nos. 472 and 472-B except as permitted by this Section 15.5. This ACA Surcharge is in addition to any amounts otherwise payable to Pipeline under said Rate Schedules.

(B) Rate Schedules Subject to ACA Surcharge:

The ACA Surcharge shall be applicable to the quantities delivered for Customer's account under Pipeline's Rate Schedules, which Rate Schedules shall include the following:

(1) FERC Gas Tariff, Sixth Revised Volume No. 1

Applicable transportation rate schedules including, but not limited to Rate Schedules CDS, FT-1, SCT, PTI, IT-1, LLFT, LLIT, VKFT, VKIT, FTS, FTS-2, FTS-4, FTS-5, and CTS.

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First Rev Tenth Revised Sheet No. 633 First Rev Tenth Revised Sheet No. 633 : Effective
Superseding: Tenth Revised Sheet No. 633

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(2) FERC Gas Tariff, Original Volume No. 2

Those transportation and storage rate schedules as indicated in each applicable rate schedule of Original Volume No. 2.

(C) Basis of the ACA Surcharge:

The ACA Surcharge shall be that increment, adjusted to Pipeline's measurement basis (dekatherms), if necessary, which has been approved by Commission Orders approving an annual charge unit rate. The currently effective ACA Surcharge shall be reflected on Sheet Nos. 26, 31, 34B, 34C, 34D, 34E, 34F, 36, 37, 41, 41A, 42, 42A, 43, 46, and 49 through 52 of this FERC Gas Tariff.

(D) Filing Procedure:

The initial ACA Surcharge or any subsequent changes in such surcharge shall be filed by Pipeline at least thirty (30) days prior to the proposed effective date unless the establishment by the Commission of the annual charge unit rate for a particular fiscal year prohibits Pipeline from making a timely filing, whereupon the Commission's notice requirements under 18 CFR 154.207 shall be deemed waived for purposes of this Section 15.5. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Commission. Such filing shall become effective without suspension or refund obligation.

(E) Payment by Customer:

The amount of applicable Customer's ACA surcharge shall be due and payable with the bill for the month of each such Customer.

15.6 Applicable Shrinkage Adjustment (ASA)

During the term hereof, Pipeline will periodically track changes in its requirement to retain gas in-kind in compensation for the quantities of gas used to provide service for Customers. Applicable Shrinkage shall be as defined in Section 1.2 of the General Terms and Conditions.

(A) Definition of Applicable Shrinkage Percentages:

The Applicable Shrinkage Percentages for service (except those incremental services excluded herefrom pursuant to Commission orders) under Rate Schedules CDS, FT-1, SCT, PTI, IT-1, TS-2, SS, SS-1, FSS-1, ISS-1, CTS, and those applicable Rate Schedules listed on Sheet Nos. 1J and 1K of Pipeline's Original Volume No. 2, (hereinafter called ASA Rate Schedules) shall be subject to

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adjustment pursuant to this Section 15.6 and shall be equal to the sum of (i) the effective Base Applicable Shrinkage Percentage and (ii) the effective ASA Percentage.

(1) Specified Calendar Periods

The Applicable Shrinkage Percentages for the ASA Rate Schedules shall be established distinctly for the duration of four calendar periods as follows:

- (a) winter period - December 1 through March 31,
- (b) spring, summer and fall periods - April 1 through November 30

(2) Base Applicable Shrinkage Percentages

The Base Applicable Shrinkage Percentages for ASA Rate Schedules are reflected on the currently effective Sheet Nos. 126 through 129 of this FERC Gas Tariff for each specified calendar period applicable to all transportation and storage service rendered for the specified service categories.

(B) Calculation of ASA Percentages:

ASA Percentages shall be calculated and filed pursuant to this Section 15.6 on an annual basis as applicable to each service category for each calendar period specified in Section 15.6 (A) (1) above. The ASA Percentages shall be calculated as the differences obtained by subtracting from the Projected Shrinkage Requirement Percentage for each such calendar period and service category the corresponding Base Applicable Shrinkage Percentage.

(C) Projected Shrinkage Requirement Percentage:

With each filing hereunder for each specified calendar period and each service category Pipeline shall calculate a Projected Shrinkage Requirement Percentage as the quotient obtained by dividing (1) the projected annual quantities of fuel and company use gas and gas lost as defined herein above for each specified calendar period allocated to applicable service categories according to the then currently effective method in use for allocating such costs on Pipeline's system by (2) the projected annual transport and storage quantities for each service category and for each specified calendar period.

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(D) Surcharge Adjustment:

(1) Applicable Shrinkage Deferred Account

Pipeline shall record in the Applicable Shrinkage Deferred Account the net monetary value of all transactions involving gas differences as a result of the operation of this Section 15 and the imbalance resolution procedures of Section 8 of the General Terms and Conditions, as well as other requirements for Pipeline's purchase of gas due to unanticipated events which threaten the operational integrity of Pipeline's system.

The applicable Shrinkage Deferred Account shall be accumulated in twelve-month accumulation periods, September-August, except for the initial accumulation period which will begin on the effective date of this Section 15.6 and extend through the following August and shall include any balance carried forward from the prior periods. Such balance carried forward from prior periods shall include the effect of Pipeline's entry to the PGA account for the value of gas differences which were accrued in Pipeline's ASA Deferred Account under Section 37 of the General Terms and Conditions of its FERC Gas Tariff, Fifth Revised Volume No. 1 but were not amortized because of the implementation of this Sixth Revised Volume No. 1 pursuant to Order No. 636.

(2) Disposition of Gas Differences

At Pipeline's discretion quantities of gas required to support under-realization of in-kind compensation may be obtained by Pipeline from gas available as a result of the operation of the imbalance resolution procedures contained in Section 8 of the General Terms and Conditions, may be obtained by Pipeline by means of purchase arrangements available to Pipeline, or may be obtained by Pipeline from other sources. At Pipeline's discretion quantities of gas available to Pipeline as a result of over-realization of in-kind compensation may be utilized for any system gas needs or may be disposed of in accordance with the provisions of Section 8.3 of these General Terms and Conditions.

(3) ASA Usage Surcharge

The net monetary value recorded in the Applicable Shrinkage Deferred Account at the end of each accumulation period shall be used to develop an ASA Usage Surcharge which shall be applicable to all Usage Charge determinants for ASA Rate Schedules for each projected annual period beginning December 1 of each year. The ASA Usage Surcharge for ASA Rate Schedules

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shall be calculated by allocating the net monetary balance in the Applicable Shrinkage Deferred Account at the end of each accumulation period to such service categories and/or Rate Schedules, on a pro rata basis, using the proportion that the projected annual quantities of fuel and company use gas and gas lost, as defined herein, for the full projected annual period beginning each December 1 for each service category and/or Rate Schedule bears to the total of all such projected annual quantities for all ASA Rate Schedules. The effective ASA Usage Surcharge for each service category and/or Rate Schedule shall be calculated by dividing the allocated portion of the Applicable Shrinkage Deferred Account balance by the projected Usage Charge determinants for each service category and/or Rate Schedule for the projected annual period beginning each December 1, provided, however, that if the application of the ASA Usage Surcharge so calculated to any service category and/or Rate Schedule would result in a rate below the effective minimum rate or zero, then the portion of the ASA Usage Surcharge below the minimum rate or zero shall be converted to an equivalent reduction to the Reservation Charge for such service category and/or Rate Schedule based upon the projected Reservation Charge determinants for the projected annual period beginning December 1.

(E) Procedure for Filing:

At least thirty (30) days prior to the effective date of a change in Applicable Shrinkage Percentage hereunder, Pipeline shall file with the Commission revised tariff sheets setting out the proposed change and supporting workpapers showing the calculations developing such proposal. Pipeline shall file annually to revise the ASA Percentages as provided in Section 15.6(B) herein and the ASA Usage Surcharge as provided in Section 15.6(D) herein effective on December 1 of each year. Pipeline may file interim proposals between annual filings subject to approval by the Commission.

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(Continued)

15.7 ARTICLES IV AND V ADJUSTMENTS

In accordance with and as approved by the Commission's May 12, 1994, order approving the "Stipulation and Agreement" ("Settlement") filed January 31, 1994, in Docket Nos. RP85-177-119, et al., as amended by the "Joint Stipulation and Agreement Amending Global Settlement" ("1998 Amendment") filed April 28, 1998, and approved by the Commission's August 28, 1998 letter order in Docket Nos. RP98-198-000 and RP85-177-126, Pipeline shall file applicable tariff sheets and supporting workpapers to reflect adjustments to Pipeline's rates and Applicable Shrinkage percentages. Except as provided in Articles IV and V of the Settlement pertaining to the initial adjustments of Pipeline's rates and as provided in the 1998 Amendment, such adjustments shall be made effective on December 1 of each year. Such adjustments shall be effective prospectively until the effective date of Pipeline's subsequent filing pursuant to Articles IV and V of the Settlement. Each change in Pipeline's rates pursuant to this Section 15.7 shall become effective without suspension or refund condition, provided that the Commission shall not be precluded from rejecting or suspending any rate adjustment for failure to be consistent with terms of the Settlement or the 1998 Amendment. The Settlement and 1998 Amendment shall govern over Sections 15.2 and 15.6 of the General Terms and Conditions, Sixth Revised Volume No. 1 with respect to non-Protesting Parties, as that term is defined in the Settlement and 1998 Amendment, to the extent such Sections may be inconsistent with the Settlement or the 1998 Amendment.

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP01- 69-000

First Revised Sheet No. 638 First Revised Sheet No. 638 : Effective
Superseding: Original Sheet No. 638

GENERAL TERMS AND CONDITIONS
(Continued)

15.8 Periodic Reports

- (A) Pursuant to the Commission's order dated April 10, 1991 in Docket Nos. RP91-119 and RP90-119, Pipeline shall periodically file with the Commission information on forced withdrawals under Rate Schedule ISS-1. The reports will be filed quarterly on the sixteenth (16th) day of the months of January, April, July and October.
- (B) In accordance with and as approved by the Commission's March 18, 1992 order approving the "Joint Stipulation and Agreement" ("Settlement") filed December 17, 1991 in Docket Nos. RP88-67, et al. (Phase II/PCBs), Pipeline shall annually file a report and workpapers of the independent auditor as required by Article VII of the Settlement. The report will be filed on or before July 1 of each year for the duration of the Settlement, as applicable.
- (C) Pursuant to the Commission's order dated January 13, 1993 in Docket Nos. RS92-11-000, et al., Pipeline shall send to the Commission notification and explanation of any blanket operational flow order (OFO) issued pursuant to Section 4.3 (M) of these General Terms and Conditions. The notice will be provided to the Commission on or before the date the OFO goes into effect.
- (D) In accordance with Section 15.2(C), Pipeline shall file workpapers on the IT crediting mechanism with the annual ASA and Global Settlement filing on or before October 31 of each year for the duration of the Global Settlement, as applicable.

Effective Date: 02/18/1996 Status: Effective

FERC Docket: RP96-117-000

Sheet Nos. 639-646 Sheet Nos. 639-646 : Effective

Sheet Nos. 639-646 are being
reserved for future use.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP01-112-000

Sixth Revised Sheet No. 647 Sixth Revised Sheet No. 647 : Effective

Superseding: Fifth Revised Sheet No. 647

GENERAL TERMS AND CONDITIONS
(Continued)

16. ORDER NOS. 497, ET SEQ., AND 566 COMPLIANCE PROCEDURES

This Section provides the information required by Order Nos. 497, et seq., and 566.

16.1 Shared Operating Personnel and Facilities

Information on any facilities or operating personnel that Pipeline shares with its marketing affiliate will be available on Pipeline's Internet Web site. Such information will be updated within three (3) business days of any change.

16.2 Complaint Procedures

Complaints concerning any of Pipeline's Order Nos. 497, et seq., or 566, et seq. compliance procedures should be directed to Pipeline counsel at (713) 627-5224 or by fax to Pipeline's Legal Department at (713) 989-3190 with a designation that it is a marketing affiliate regulation complaint. Pipeline shall respond initially within forty-eight (48) hours and in writing within thirty (30) days to such complaints. In the event the required date of Pipeline's response falls on a Saturday, Sunday, or a holiday that affects Pipeline, Pipeline shall respond by the next business day.

16.3 [Reserved for Future Use]

Effective Date: 10/01/1994 Status: Effective

FERC Docket: MT94- 24-000

First Revised Sheet No. 648 First Revised Sheet No. 648 : Effective

Superseding: Original Sheet No. 648

GENERAL TERMS AND CONDITIONS
(Continued)

17. FORCE MAJEURE AND LIMITATION ON OBLIGATION TO PROVIDE SERVICE

17.1 Relief from Liability

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, land subsidence, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of third party transportation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, 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.

17.2 Liabilities not Relieved

Such causes or contingencies affecting performance 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 performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered or as provided in the applicable rate schedule.

17.3 Scheduling of Routine Maintenance

Pipeline shall have the right to curtail, interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform routine repair and maintenance on Pipeline's system as necessary to maintain the operational capability of Pipeline's system or to comply with applicable regulatory requirements. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same to Customers.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97- 3-002

First Revised Sheet No. 649 First Revised Sheet No. 649 : Effective
Superseding: Original Sheet No. 649

GENERAL TERMS AND CONDITIONS
(Continued)

18. ALLOCATION OF RECEIPTS AND DELIVERIES

18.1 In the event that gas is scheduled for any day to be received or delivered by Pipeline in a commingled stream at Point(s) of Receipt or Point(s) of Delivery other than those covered by an Operational Balancing Agreement on Pipeline's system for the account of one or more Customers, Pipeline shall: (a) accept allocated quantities provided by Customer based on an Interconnect Daily Allocation ("IDA") as set forth in the provisions of Section 18.1(A), (b) allocate quantities received or delivered based on predetermined allocation methodologies ("PDA") as set forth in the provisions of Section 18.1(B), or (c) in the event that the allocation information as specified in the provisions of Sections 18.1(A) or 18.1(B) is not provided, then Pipeline shall allocate actual quantities as set forth in the provisions of Section 18.1(C) for Point(s) of Receipt and Point(s) of Delivery.

(A) Interconnect Daily Allocation:

Each day Pipeline shall accept the allocation of actual gas quantities received by Pipeline among all scheduled quantities based on the information provided in such IDA. An IDA shall mean Customer's installed capability at Point(s) of Receipt to provide, or cause to be provided, actual gas flow and final daily allocation information: (1) in the same allocation form and level of detail set forth in Section 18.1(B), (2) by 11:00 a.m. CT on the day following the day of actual gas flow, and (3) for and binding upon Customers tendering gas at such Point(s) of Receipt on such day. Such IDA shall be provided at no cost to Pipeline. Should Pipeline be required to make adjustments to its system during the day of actual gas flow and such adjustments affect total quantities received in a manner that Pipeline would normally use a PDA, as defined in Section 18.1(B), to determine the appropriate adjustments or actions to be taken at Point(s) of Receipt with an IDA, then at Pipeline's request Customer must provide or cause to be provided, allocations during the day of actual deliveries to Pipeline. If such requested allocations are not received within two (2) hours, then Pipeline shall allocate quantities at such point as set forth in the provisions of Section 18.1(C). Pipeline's allocation in such event shall be a final daily allocation with respect to 18.1(D).

(B) Pre-Determined Allocation:

Pipeline shall allocate on each day actual gas quantities received or delivered by Pipeline among all scheduled quantities based on the PDA submitted to Pipeline before the start of such gas day by Customer or Customer's agent or the upstream or downstream party responsible for custody transfer (hereinafter called "Submitting Entity"). Parties

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-418-000

Second Revised Sheet No. 650 Second Revised Sheet No. 650 : Effective
Superseding: First Revised Sheet No. 650

GENERAL TERMS AND CONDITIONS
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may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and Operator provided value. Pipeline will accept the PDA if operationally or administratively feasible. Pipeline shall allow multiple levels of PDAs at each Point of Receipt or Point of Delivery. Pipeline shall accept Submitting Entity's PDA when such PDA provides for allocation of gas quantities among Customer'(s) scheduled quantities at such Point(s) of Receipt or Point(s) of Delivery (hereinafter called "Allocated Entities"). For example, typical allocation levels are set forth below:

POINT(S) OF RECEIPT

Submitting Entity		Allocated Entities
Point Operator	to	Source(s) (e.g. Producer)
Source(s) 1	to	Source(s) 2 (e.g. Last seller)
Source(s) 2	to	Customer(s)
Customer(s)	to	Customer's service agreements

POINT(S) OF DELIVERY

Submitting Entity		Allocated Entities
Point Operator	to	Customer'(s) service agreements
Customer'(s) service agreements	to	End users

Any PDA submitted shall be effective for the term specified in such PDA, provided that such term may not cover a period of less than one day or longer than the nomination period. In addition to being mutually agreeable to Pipeline, for Point(s) of Delivery the Point Operator must provide to Pipeline a letter from all Customers with firm contractual rights at such Point of Delivery permitting the Point Operator to submit PDA's for all Customers tendering gas at such Point(s) of Delivery. The agreement will be binding upon all Customers whether firm or interruptible and including any assignees of the Customers and must be

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FERC Docket: RP97- 3-002

First Revised Sheet No. 651 First Revised Sheet No. 651 : Effective
Superseding: Original Sheet No. 651

GENERAL TERMS AND CONDITIONS
(Continued)

effective prior to the submission of PDA's by the Point Operator. Such letter shall be in the following form:

"Date

Re: Allocations of Deliveries

Gentlemen:

[Customer Name] hereby notifies Texas Eastern Transmission Corporation that, until termination of this letter as of the first day of any calendar month by no less than thirty (30) days prior written notice to Texas Eastern, [Customer Name] consents to and authorized [Operator Name] to submit binding, as between Texas Eastern and [Customer Name], Pre-Determined Allocations (PDA) or Interconnect Daily Allocation (IDA) as contemplated by Section 18.1 of the General Terms and Conditions of Texas Eastern's FERC Gas Tariff, Sixth Revised Volume No. 1, for those Point(s) of Delivery set forth on Attachment A.

Sincerely,
[Customer Name]"

In the event Pipeline has delivered a quantity of gas in excess of the deliveries initially allocated pursuant to a PDA, such excess quantity shall be allocated in accordance with Section 18.1(C).

- (C) In the event that an allocation is not provided in accordance with Section 18.1(A) or 18.1(B) herein for any given Point of Receipt or Point of Delivery, or if an allocation is provided but is not in full compliance with the provisions set forth in Section 18.1(A) or 18.1(B) herein, Pipeline shall allocate the actual quantities received at such Point of Receipt or delivered at such Point of Delivery among the Allocated Entities not subject to an allocation based upon the ratio that each scheduled quantity not subject to an allocation bears to the total scheduled quantities not subject to an allocation, and such ratio shall be applied to unallocated actual quantities after allocating actual quantities in accordance with an allocation submitted in full compliance with the provisions set forth in Section 18.1(A) or 18.1(B) herein.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97- 3-002

First Revised Sheet No. 652 First Revised Sheet No. 652 : Effective

Superseding: Original Sheet No. 652

GENERAL TERMS AND CONDITIONS

(Continued)

- (D) Any allocation submitted in accordance with the provisions set forth in this Section 18 shall be binding as to Pipeline and as to each and every allocated entity at such Point(s) of Receipt or Point(s) of Delivery on such day. Pipeline shall not be liable to any Customer or third party as a result of Pipeline's reliance on any allocation from Submitting Entity in accordance with the provisions set forth in this Section 18.

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FERC Docket: RP97- 3-002

Third Revised Sheet No. 653 Third Revised Sheet No. 653 : Effective
Superseding: Second Revised Sheet No. 653

Sheet No. 653 is being
reserved for future use.

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FERC Docket: RP97- 3-002

Third Revised Sheet No. 654 Third Revised Sheet No. 654 : Effective
Superseding: Second Revised Sheet No. 654

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FERC Docket: RP97- 3-002

First Revised Sheet No. 655 First Revised Sheet No. 655 : Effective
Superseding: Original Sheet No. 655

Sheet No. 655 is being
reserved for future use.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 656-665 Original Sheet Nos. 656-665 : Effective

Original Sheet Nos. 656-665
are being reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

19. JOINT OBLIGATIONS

When Customer under a service agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.

20. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NON-WAIVER OF FUTURE DEFAULTS

Pipeline may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Pipeline of any one or more defaults by the other in the performance of any provision of the service agreement between Customer and Pipeline shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

21. MODIFICATION

No modification of the terms and provisions of any service agreement shall be or become effective except by the execution of a written contract.

22. TERMINATION FOR DEFAULT

If either Pipeline or Customer 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 shall cause a written notice to be served on the party in default stating specifically the cause for terminating the 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 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, 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 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 cancellation of such agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Pipeline to collect any amounts then due to it for service prior to the time of cancellation and shall be without prejudice to the right of Customer to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 667 Original Sheet No. 667 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

23. GOVERNMENTAL REGULATION

The service agreement, and all terms and provisions contained or incorporated therein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

24. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of this FERC Gas Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

Effective Date: 09/06/1994 Status: Effective

FERC Docket: RP91-72-008

First Revised Sheet No. 668 First Revised Sheet No. 668 : Effective

Superseding: Original Sheet No. 668

GENERAL TERMS AND CONDITIONS
(Continued)

25. TAKE-OR-PAY-SURCHARGE

In accordance with and as approved by the Commission's order approving the "Joint Stipulation and Agreement" ("Settlement") filed May 3, 1994 in Docket Nos. RP91-72, et al., Pipeline shall flow through to Customers refunds resulting from the Settlement based on the percentages listed on First Revised Sheet Nos. 136-138 at the times and in accordance with the terms specified in the Settlement.

Effective Date: 09/06/1994 Status: Effective

FERC Docket: RP91-72-008

First Revised Sheet No. 669-679 First Revised Sheet No. 669-679 : Effective
Superseding: Original Sheet Nos. 669-679

First Revised Sheet Nos. 669-679
are being reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

date Pipeline makes refunds to Customers. Those Customers who have Refund Amounts shall also be refunded carrying charges, calculated in accordance with Section 154.67 of the Commission's Regulations for such Refund Amounts. Such carrying charges shall be computed on each overpayment amount from the date of the overpayment to February 15, 1991 pursuant to these cost recovery procedures. Such carrying charges shall be allocated by Pipeline among those remaining Customers not entitled to refunds based upon the ratio a Customer's "Aggregate Allocated Remaining Principal Amount" bears to the total "Aggregate Allocated Remaining Principal Amount" for all Customers and shall be payable as part of the initial bill pursuant to these cost recovery procedures.

(E) Reservations and Notice of Intent to Collect:

If the cost recovery procedures set forth in this Section 25.4 are modified by the upstream pipeline, modified upon review by the Commission or modified as a result of Court review, Pipeline shall be permitted to collect such amounts from Customer under any of its rate schedules as appropriate or former Customers as necessary to ensure that Pipeline fully recovers all take-or-pay costs and applicable carrying charges that it is entitled to recover.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 680 Original Sheet No. 680 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

26. ARTICLE VI ADJUSTMENT

In accordance with and as approved by the Commission's order approving the "Joint Stipulation and Agreement" ("Settlement") filed December 17, 1991 in Docket Nos. RP88-67 et al. (Phase II/PCBs), Pipeline shall file applicable tariff sheets and supporting workpapers to reflect adjustments to Pipeline's rates. Except as provided in Articles VI B.1(a) and (b) of the Settlement pertaining to the first filings, such filings shall be made on October 31 to be effective December 1 of each year. Such adjustments shall be effective prospectively until the effective date of Pipeline's subsequent filing pursuant to Article VI B.1(c) of the Settlement and shall reflect the recoverable portion of the Eligible PCB-Related Costs, as defined in the Settlement, Pipeline estimates it will incur for the annual period covered by the filing. Pipeline shall include in such filing an adjustment, including any applicable credits and offsets, to the recoverable cost figure for any over or underrecovery of recoverable costs by Pipeline in the previous annual period, as well as any other credits or offsets required by the terms of the Settlement. Each change in Pipeline's rates pursuant to this Section 26 shall become effective without suspension provided that the Commission shall not be precluded from rejecting or suspending any rate adjustment for failure to be consistent with terms of the Settlement.

GENERAL TERMS AND CONDITIONS
(Continued)

27. MISCELLANEOUS

27.1 Pipeline adopts or exceeds all the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR Section 284.12(b) in accordance with Order No. 587, et al., including Order No. 587-C issued March 4, 1997 and implemented by Pipeline, 78 FERC par. 61,282, rehearing 79 FERC par. 61,223, letter order dated April, 21, 1997 in Docket No. RP97-3-004, letter order dated June 2, 1997 in Docket No. RP97-3-006, and letter order dated July 11, 1997 in Docket No. RP97-3-007. In addition to the standards which are reflected in other provisions of this tariff, the following GISB standards, definitions and data sets, Version 1.4, are incorporated herein by reference: 0.3.1, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.31, 1.3.32, 1.3.33, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.3.1, 2.3.2, 2.3.4, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.27, 2.3.28, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 3.3.1, 3.3.2, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.37, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.63, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.70, 4.3.71, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.77, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 5.2.1, 5.2.2, 5.3.9, 5.3.12, 5.3.17, 5.3.19, 5.3.20, 5.3.22, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18 and 5.4.19.

Effective Date: 07/01/1999 Status: Effective

FERC Docket: RP99-311-000

Original Sheet No. 682 Original Sheet No. 682 : Effective

GENERAL TERMS AND CONDITIONS
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28. DISCOUNT TERMS

In the event that Pipeline agrees to discount its maximum rates under Rate Schedules CDS, FT-1, SCT, PTI, IT-1, LLFT, LLIT, VKFT, VKIT, SS-1, FSS-1 and/or ISS-1, Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's pro forma service agreement. Pipeline and Customer may agree that a specified discounted rate will apply: (i) only to specified quantities under the service agreement; (ii) only if specified quantities are achieved or only with respect to quantities below a specified level; (iii) only during specified periods of the year or for a specifically defined period; (iv) only to specified points, combination of points, zones, markets, transportation paths or other defined geographic area(s); (v) only to reserves committed by Customer; and/or (vi) only in a specified relationship to the quantities actually delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rates.

GENERAL TERMS AND CONDITIONS
(Continued)

29. NEGOTIATED RATES

Pipeline and Customer may mutually agree on a negotiated rate or rate formula with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate under Rate Schedules CDS, FT-1, SCT, VKFT, LLFT, PTI, IT-1, VKIT, LLIT, SS-1, ISS-1, and/or FSS-1.

29.1 Definition

A negotiated rate may be less than, equal to, or greater than the maximum recourse rate; shall not be less than the minimum rate; may be a rate design other than straight fixed-variable; and may include a minimum quantity. The recourse rates will be available to any customer that does not wish to negotiate a rate.

29.2 Limitations

This Section 29 does not authorize the negotiation of terms and conditions of service.

29.3 Allocation of Capacity

Under any circumstances where allocation of capacity is determined by the rate being paid, a negotiated rate Customer paying a rate higher than the maximum recourse rate will be deemed to be paying a rate equal to such maximum recourse rate.

29.4 Bidding for Capacity

The cap for bidding for capacity under the right of first refusal provisions in Section 3.13 of the General Terms and Conditions of this FERC Gas Tariff is the maximum recourse rate.

29.5 Capacity Release

The release of capacity under a negotiated rate agreement is capped at the maximum recourse rate; provided, however, the negotiated rate Customer will continue to be obligated to pay Pipeline the difference by which the negotiated rate exceeds the rate paid by the Replacement Customer. Pipeline and a negotiated rate Customer may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Pipeline's capacity release provisions.

29.6 Accounting Treatment

Pipeline will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Pipeline will keep separate and identifiable each volume transported, billing determinant, rate component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

29.7 Filing Requirement

Pipeline will file, prior to the commencement of service under a negotiated rate agreement, a tariff sheet reflecting the customer's name, rate schedule, negotiated rate, quantities, and points of receipt and delivery. Such sheet also affirms that actual negotiated rate agreements do not deviate in any material respect from the form of service agreements.

Effective Date: 03/27/2000 Status: Suspended
FERC Docket: RP00-535-000

First Revised Sheet No. 683 First Revised Sheet No. 683 : Suspended
Superseding: Original Sheet No. 683

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(Continued)

29. NEGOTIATED RATES

Pipeline and Customer may mutually agree on a negotiated rate or rate formula with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate under Rate Schedules CDS, FT-1, SCT, VKFT, LLFT, PTI, IT-1, VKIT, LLIT, SS-1, ISS-1, and/or FSS-1.

29.1 Definition

A negotiated rate may be less than, equal to, or greater than the maximum recourse rate; shall not be less than the minimum rate; may be a rate design other than straight fixed-variable; and may include a minimum quantity. The recourse rates will be available to any customer that does not wish to negotiate a rate.

29.2 Limitations

This Section 29 does not authorize the negotiation of terms and conditions of service.

29.3 Allocation of Capacity

Under any circumstances where allocation of capacity is determined by the rate being paid, a negotiated rate Customer paying a rate higher than the maximum recourse rate will be deemed to be paying a rate equal to such maximum recourse rate.

29.4 Bidding for Capacity

The cap for bidding for capacity under the right of first refusal provisions in Section 3.13 of the General Terms and Conditions of this FERC Gas Tariff is the maximum recourse rate.

29.5 Capacity Release

Except as expressly provided for in Section 3.14 of the General Terms and Conditions, the release of capacity under a negotiated rate agreement is capped at the maximum recourse rate; provided, however, the negotiated rate Customer will continue to be obligated to pay Pipeline the difference by which the negotiated rate exceeds the rate paid by the Replacement Customer. Pipeline and a negotiated rate Customer may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Pipeline's capacity release provisions.

29.6 Accounting Treatment

Pipeline will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Pipeline will keep separate and identifiable each volume transported, billing determinant, rate component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

29.7 Filing Requirement

Pipeline will file, prior to the commencement of service under a negotiated rate agreement, a tariff sheet reflecting the customer's name, rate schedule, negotiated rate, quantities, and points of receipt and delivery. Such sheet also affirms that actual negotiated rate agreements do not deviate in any material respect from the form of service agreements.

Effective Date: 09/23/1999 Status: Effective

FERC Docket: RP99-480-000

Sheet Nos. 684 - 699 Sheet Nos. 684 - 699 : Effective

Sheet Nos. 684-699
are being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Third Revised Sheet No. 700 Third Revised Sheet No. 700 : Effective
Superseding: Second Revised Sheet No. 700

FORM OF SERVICE AGREEMENTS

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Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 700A Original Sheet No. 700A : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: CDS
MLL: _____
BEGIN DATE (4): _____ END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: MDDO: Effective From: Effective To:

SPECIFIC 14.9 Point(s) of Delivery
Location: MDDO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 701 First Revised Sheet No. 701 : Effective
Superseding: Original Sheet No. 701

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS

This Service Agreement, made and entered into this (1)____ day of (1)_____, (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)_____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule CDS, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Sections 2.3 and 2.4 of Pipeline's Rate Schedule CDS, Pipeline shall deliver to those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Delivery), for Customer's account, as requested for any day, natural gas quantities up to Customer's MDQ. Customer's MDQ is as follows:

Maximum Daily Quantity (MDQ) (3)_____ dth

Subject to variances as may be permitted by Sections 2.4 of Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Receipt) daily quantities of gas equal to the daily quantities delivered to Customer pursuant to this Service Agreement up to Customer's MDQ, plus Applicable Shrinkage as specified in the General Terms and Conditions.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the MDQ.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 702 Second Revised Sheet No. 702 : Effective
Superseding: First Revised Sheet No. 702

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule CDS and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least one (1) year for new long-term service agreements executed on and after June 1, 1999; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule CDS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 703 Original Sheet No. 703 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule CDS as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule CDS, (b) Pipeline's Rate Schedule CDS pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule CDS. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 704 First Revised Sheet No. 704 : Effective
Superseding: Original Sheet No. 704

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (7)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 705 First Revised Sheet No. 705 : Effective
Superseding: Original Sheet No. 705

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (13)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(8)

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 706 Original Sheet No. 706 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 707 First Revised Sheet No. 707 : Effective
Superseding: Original Sheet No. 707

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

(9) Transportation Path Transportation
Path Quantity

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 709 First Revised Sheet No. 709 : Effective
Superseding: Original Sheet No. 709

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
	STX													
	ETX													
	WLA													
	ELA													
	M1-24													
	M1-30													
	M1-TXG													
	M1-TGC													
	M2-24													
	M2-30													
	M2-TXG													
	M2-TGC													
	M2													
	M3													

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 710 First Revised Sheet No. 710 : Effective
Superseding: Original Sheet No. 710

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM STX ETX WLA ELA M1-24 M1-30 M1-TXG M1-TGC M2-24 M2-30 M2-TXG M2-TGC M2 M3
STX
ETX
WLA
ELA
M1-24
M1-30
M1-TXG
M1-TGC
M2-24
M2-30
M2-TXG
M2-TGC
M2
M3

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 711 First Revised Sheet No. 711 : Effective
Superseding: Original Sheet No. 711

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS
(Continued)

EXHIBIT D, CRP™ ELECTION FORM
FOR CONTRACT NUMBER _____

DATED: _____

_____ ("Customer") hereby elects the Customized Reservation Pattern™ option in accordance with Section 3.7 of Pipeline's Rate Schedule CDS and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, ____ through October 31, ____.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule CDS as set forth on Sheet Nos. 25 and 27, as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

Effective Date: 01/07/2001 Status: Effective

FERC Docket: RP01-182-000

Sheet Nos. 712 - Sheet Nos. 712 - : Effective

Original Sheet Nos. 712-714 are
being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 715 Original Sheet No. 715 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____

CONTRACT NO. _____
RATE SCHED: FT-1
MLL: _____

BEGIN DATE (4): _____

END DATE (5): _____
And (5) ____ to (5) ____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: MDDO: Effective From: Effective To:

SPECIFIC 14.9 Point(s) of Delivery
Location: MDDO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 716 First Revised Sheet No. 716 : Effective
Superseding: Original Sheet No. 716

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement, made and entered into this (1)____ day of (1)____, (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)_____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule FT-1, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FT-1, Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) (3)_____ dth

Pipeline shall receive for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Receipt) for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Delivery), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 717 Second Revised Sheet No. 717 : Effective
Superseding: First Revised Sheet No. 717

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule FT-1 and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [same notice requirement as is stated in the executed sales agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least one (1) year for new long-term service agreements executed on and after June 1, 1999; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 718 Original Sheet No. 718 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FT-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FT-1 as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FT-1, (b) Pipeline's Rate Schedule FT-1 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT-1. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 719 First Revised Sheet No. 719 : Effective
Superseding: Original Sheet No. 719

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (7)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise,

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 720 First Revised Sheet No. 720 : Effective
Superseding: Original Sheet No. 720

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (13)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(8)

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 721 Original Sheet No. 721 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 722 First Revised Sheet No. 722 : Effective
Superseding: Original Sheet No. 722

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

(9) Transportation Path	Transportation Path Quantity
-------------------------	---------------------------------

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT _ DATED: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 723 First Revised Sheet No. 723 : Effective
Superseding: Original Sheet No. 723

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(11)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 724 First Revised Sheet No. 724 : Effective
Superseding: Original Sheet No. 724

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____ :

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM STX ETX WLA ELA M1-24 M1-30 M1-TXG M1-TGC M2-24 M2-30 M2-TXG M2-TGC M2 M3
STX
ETX
WLA
ELA
M1-24
M1-30
M1-TXG
M1-TGC
M2-24
M2-30
M2-TXG
M2-TGC
M2
M3

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 725 First Revised Sheet No. 725 : Effective
Superseding: Original Sheet No. 725

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

Effective Date: 12/01/2000 Status: Effective
FERC Docket: RP01- 69-000

First Revised Sheet No. 726 First Revised Sheet No. 726 : Effective
Superseding: Original Sheet No. 726

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1
(Continued)

EXHIBIT D, CRP™ ELECTION FORM
FOR CONTRACT NUMBER _____

DATED: _____

_____ ("Customer") hereby elects the Customized Reservation Pattern option in accordance with Section 3.7 of Pipeline's Rate Schedule FT-1 and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, ____ through October 31, ____.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule FT-1 as set forth on Sheet Nos. 30, 32, 34, 34B and 34C as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

Effective Date: 01/07/2001 Status: Effective

FERC Docket: RP01-182-000

Sheet Nos. 727 - Sheet Nos. 727 - : Effective

Original Sheet Nos. 727-729 are
being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 730 Original Sheet No. 730 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: SCT
MLL: _____
BEGIN DATE (4): _____ END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: MDRO: Effective From: Effective To:

SPECIFIC 14.9 Point(s) of Delivery
Location: MDRO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 731 First Revised Sheet No. 731 : Effective
Superseding: Original Sheet No. 731

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This Service Agreement, made and entered into this (1)____ day of (1)____, (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)_____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule SCT, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Sections 2.2, 2.3 and 7 of Pipeline's Rate Schedule SCT, Pipeline shall deliver to those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as Point(s) of Delivery), for Customer's account, as requested for any day, natural gas quantities up to Customer's MDQ. Customer's MDQ is as follows:

Maximum Daily Quantity (MDQ) (3)_____ dth

Subject to variances as may be permitted by Section 2.4 of Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system as specified in Article IV herein or available to Customer pursuant to Section 14 of the General Terms and Conditions and Article IV herein (hereinafter referred to as Point(s) of Receipt) daily quantities of gas equal to the daily quantities delivered to Customer pursuant to this Service Agreement up to Customer's MDQ, plus Applicable Shrinkage as specified in the General Terms and Conditions.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 732 Second Revised Sheet No. 732 : Effective
Superseding: First Revised Sheet No. 732

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed service agreement.

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule SCT and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least one (1) year for new long-term service agreements executed on and after June 1, 1999; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 733 Original Sheet No. 733 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SCT and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule SCT as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule SCT, (b) Pipeline's Rate Schedule SCT pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SCT. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 734 First Revised Sheet No. 734 : Effective
Superseding: Original Sheet No. 734

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (7)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise,

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 735 First Revised Sheet No. 735 : Effective
Superseding: Original Sheet No. 735

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (13)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(8)

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 736 Original Sheet No. 736 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 737 First Revised Sheet No. 737 : Effective
Superseding: Original Sheet No. 737

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

(9) Transportation Path	Transportation Path Quantity
-------------------------	---------------------------------

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 739 First Revised Sheet No. 739 : Effective
Superseding: Original Sheet No. 739

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM STX ETX WLA ELA M1-24 M1-30 M1-TXG M1-TGC M2-24 M2-30 M2-TXG M2-TGC M2 M3
STX
ETX
WLA
ELA
M1-24
M1-30
M1-TXG
M1-TGC
M2-24
M2-30
M2-TXG
M2-TGC
M2
M3

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 740 First Revised Sheet No. 740 : Effective
Superseding: Original Sheet No. 740

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 741 Second Revised Sheet No. 741 : Effective
Superseding: First Revised Sheet No. 741

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(Continued)

EXHIBIT D, CRP™ ELECTION FORM
FOR CONTRACT NUMBER _____

DATED: _____

_____ ("Customer") hereby elects the Customized Reservation Pattern option in accordance with Section 3.8 of Pipeline's Rate Schedule SCT and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, ____ through October 31, ____.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule SCT as set forth on Sheet Nos. 35, 38 and 40 as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Unless prohibited by law, Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

Effective Date: 10/29/1996 Status: Effective

FERC Docket: RP96-218-000

Sheet Nos. 742-745 Sheet Nos. 742-745 : Effective

Original Sheet Nos. 742-745 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 746 Original Sheet No. 746 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation, herein called ("Pipeline"), and _____, herein called ("Customer"), whether one or more,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule PTI, Customer may tender and Pipeline shall accept, for Customer's account every day during the term of the service agreement hereunder at all Points of Receipt a cumulative quantity of natural gas on any day equal to the MDQ, plus Applicable Shrinkage, until Pipeline has received a quantity equal to the Summer Quantity, plus Applicable Shrinkage, established prior to the beginning of the applicable Summer Season pursuant to Section 2.1. Pipeline shall transport and deliver for Customer's account for injection into storage and/or as replacement service for former service under Rate Schedule ACQ such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in its executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 747 Original Sheet No. 747 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI
(Continued)

provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [at least one (1) year] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule PTI and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule PTI as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule PTI, (b) Pipeline's Rate Schedule PTI, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 748 Original Sheet No. 748 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI
(Continued)

Conditions applicable to Rate Schedule PTI. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt at which Pipeline shall receive gas, shall be specified on Pipeline's Master Receipt Point List (MRPL). Customer agrees that such MRPL as revised and published by Pipeline from time to time is hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

[FOR INJECTION INTO PIPELINE'S STORAGE]
or
[FOR INJECTION INTO THIRD PARTY STORAGE]

The natural gas delivered by Pipeline for Customer's account as a result of storage injection pursuant to this Service Agreement shall be delivered at the applicable "Storage Point" under such Rate Schedule, or at any Point of Delivery on Pipeline's system for purposes of ultimate injection into third party storage, subject to confirmation.

Point of Delivery	Description
-------------------------	-------------

[FOR THOSE SERVICE AGREEMENTS REPLACING FORMER RATE
SCHEDULE ACQ SERVICE AGREEMENTS]

Natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Delivery Obligations (MDDO), delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Delivery	Description	Maximum Daily Delivery	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 749 Original Sheet No. 749 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas is necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 750 Original Sheet No. 750 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI
(Continued)

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 751 Original Sheet No. 751 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PTI
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 752-756 Original Sheet Nos. 752-756 : Effective

Original Sheet Nos. 752-756 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 757 Original Sheet No. 757 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule IT-1, Pipeline agrees to deliver on an interruptible basis for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [at least one (1) year] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline's rights under Section 22 of Pipeline's General Terms and

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 758 Original Sheet No. 758 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1
(Continued)

Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further, such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule IT-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule IT-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule IT-1, (b) Pipeline's Rate Schedule IT-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule IT-1. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 759 Original Sheet No. 759 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1
(Continued)

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified on Pipeline's Master Receipt Point List (MRPL) and Master Delivery Point List (MDPL). Customer agrees that such MRPL and MDPL as revised and published by Pipeline from time to time are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length. Customer hereby agrees to comply with the Receipt Pressure Obligation and the Delivery Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 760 Original Sheet No. 760 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1
(Continued)

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 761 Original Sheet No. 761 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 761A Original Sheet No. 761A : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: LLFT
MLL: _____
BEGIN DATE (4): _____ END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (12)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: MDRO: Effective From: Effective To:

SPECIFIC 14.9 Point(s) of Delivery
Location: MDRO: Effective From: Effective To:

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 762 First Revised Sheet No. 762 : Effective
Superseding: Original Sheet No. 762

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT

This Service Agreement, made and entered into this (1)____ day of (1)_____, (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)_____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule LLFT, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule LLFT, Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) (3)_____ dth

Pipeline shall receive for Customer's account, at those points on Pipeline's system as specified in Article IV herein (hereinafter referred to as Point(s) of Receipt) for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at those points on Pipeline's system as specified in Article IV herein (hereinafter referred to as Point(s) of Delivery), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 763 Second Revised Sheet No. 763 : Effective
Superseding: First Revised Sheet No. 763

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) _____ and shall continue in force and effect until (5) _____ and (5) _____ to (5) _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) _____ [at least one (1) year for new long-term service agreements executed on and after June 1, 1999; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (6) _____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION; PROVIDED, HOWEVER, SUCH RIGHT OF FIRST REFUSAL IS SUBJECT TO THE COMMISSION'S AUTHORIZATIONS IN DOCKET NOS. CP92-184-000, -001 AND -002 WHICH CONSTITUTE ADVANCED RESERVATION OF CAPACITY ON THE LEBANON LATERAL.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 764 Original Sheet No. 764 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule LLFT and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule LLFT as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule LLFT, (b) Pipeline's Rate Schedule LLFT pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LLFT. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement.

Exhibit(s) A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 765 First Revised Sheet No. 765 : Effective
Superseding: Original Sheet No. 765

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (7)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise,

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766 First Revised Sheet No. 766 : Effective
Superseding: Original Sheet No. 766

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (12)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(8)

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 766A Original Sheet No. 766A : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766B First Revised Sheet No. 766B : Effective
Superseding: Original Sheet No. 766B

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(1) Customer's firm Point(s) of Receipt: (10)

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Lebanon Lateral Master Receipt Point List ("LLMRPL").
Customer hereby agrees that Pipeline's LLMRPL as revised and published by Pipeline from
time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of
Pipeline's General Terms and Conditions at such Point(s) of Receipt.

(9) Transportation Path	Transportation Path Quantity
-------------------------	---------------------------------

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766C First Revised Sheet No. 766C : Effective
Superseding: Original Sheet No. 766C

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(11)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 766E Original Sheet No. 766E : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLIT
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [at least one (1) year] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline's rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further, such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule LLIT and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule LLIT as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 766F Original Sheet No. 766F : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLIT
(Continued)

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule LLIT, (b) Pipeline's Rate Schedule LLIT, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LLIT. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified on Pipeline's Lebanon Lateral Master Receipt Point List (LLMRPL) and Lebanon Lateral Master Delivery Point List (LLMDPL). Customer agrees that such LLMRPL and LLMDPL as revised and published by Pipeline from time to time are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length. Customer hereby agrees to comply with the Receipt Pressure Obligation and the Delivery Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 766G Original Sheet No. 766G : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLIT
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: CP92-459-002

Original Sheet No. 766H Original Sheet No. 766H : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLIT
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766I First Revised Sheet No. 766I : Effective
Superseding: Original Sheet No. 766I

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT

This Service Agreement, made and entered into this (1)____ day of (1)____, (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)_____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule VKFT, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule VKFT, Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) (3)_____ dth

Pipeline shall receive for Customer's account, at those points on Pipeline's system as specified in Article IV herein (hereinafter referred to as Point(s) of Receipt) for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at those points on Pipeline's system as specified in Article IV herein (hereinafter referred to as Point(s) of Delivery), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 766J Second Revised Sheet No. 766J : Effective
Superseding: First Revised Sheet No. 766J

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) _____
and shall continue in force and effect until (5) _____ and
(5) _____ to (5) _____ thereafter unless this
Service Agreement is terminated as hereinafter provided. This Service
Agreement may be terminated by either Pipeline or Customer upon (6) _____
[at least one (1) year for new long-term service agreements executed on and
after June 1, 1999; mutually agreeable for short-term service agreements]
prior written notice to the other specifying a termination date of any
(6) _____ occurring on or after the expiration of the primary term.
Subject to Section 22 of Pipeline's General Terms and Conditions and without
prejudice to such rights, this Service Agreement may be terminated at any time
by Pipeline in the event Customer fails to pay part or all of the amount of
any bill for service hereunder and such failure continues for thirty (30) days
after payment is due; provided, Pipeline gives thirty (30) days prior written
notice to Customer of such termination and provided further such termination
shall not be effective if, prior to the date of termination, Customer either
pays such outstanding bill or furnishes a good and sufficient surety bond
guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR
THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED
ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF
THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS
CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND
CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out
imbalances under this Service Agreement as required by the General Terms and
Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the
other parts of this Service Agreement until such time as such balancing has
been accomplished.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766K Original Sheet No. 766K : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule VKFT and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule VKFT as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule VKFT, (b) Pipeline's Rate Schedule VKFT pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule VKFT. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement.

Exhibit(s) A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766L First Revised Sheet No. 766L : Effective
Superseding: Original Sheet No. 766L

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (7)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise,

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766M First Revised Sheet No. 766M : Effective
Superseding: Original Sheet No. 766M

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (12)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(8)

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766N Original Sheet No. 766N : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766P First Revised Sheet No. 766P : Effective
Superseding: Original Sheet No. 766P

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKFT
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE VKFT
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(11)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
 Delivery Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766R Original Sheet No. 766R : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKIT
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ [at least one (1) year] prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline's rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further, such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule VKIT and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule VKIT as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766S Original Sheet No. 766S : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKIT
(Continued)

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule VKIT, (b) Pipeline's Rate Schedule VKIT, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule VKIT. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified on Pipeline's Viosca Knoll Lateral Master Receipt Point List (VKMRPL) and Viosca Knoll Lateral Master Delivery Point List (VKMDPL). Customer agrees that such VKMRPL and VKMDPL as revised and published by Pipeline from time to time are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length. Customer hereby agrees to comply with the Receipt Pressure Obligation and the Delivery Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766T Original Sheet No. 766T : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKIT
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Original Sheet No. 766U Original Sheet No. 766U : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE VKIT
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 766C.01 First Revised Sheet No. 766C.01 : Effective
Superseding: Original Sheet No. 766C.01

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LLFT
(Continued)

DATED: _____

EXHIBIT C, CRP™ ELECTION FORM
FOR CONTRACT NUMBER _____

_____ ("Customer") hereby elects the Customized Reservation Pattern™ option in accordance with Section 3.6 of Pipeline's Rate Schedule LLFT and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, ____ through October 31, ____.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule LLFT as set forth on Sheet No. 42A, as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT C DATED: _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 766H.01 Original Sheet No. 766H.01 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: VKFT
MLL: _____
BEGIN DATE (4): _____ END DATE (5): _____
And (5) _____ to (5) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (12)

SERVICE REQUESTER NAME (2): _____
ADDRESS (7): _____

MDQ (3) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (6): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (8): _____

TRANSPORTATION PATH (9): _____ DATE: _____ QTY: _____

SPECIFIC FIRM POINTS OF RECEIPT (10):
Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):
Location: MDRO: Effective From: Effective To:

SPECIFIC 14.9 Point(s) of Delivery
Location: MDRO: Effective From: Effective To:

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 767 Original Sheet No. 767 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation, herein called ("Pipeline"), and _____ herein called ("TABS-1 Party"), whether one or more,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule TABS-1, Pipeline agrees to permit the TABS-1 Party to assume the primary responsibility of matching the tender and receipt of gas by Pipeline with scheduled quantities pursuant to a valid nomination under Pipeline's applicable transportation Rate Schedules. To the extent gas attributable to a TABS-1 Party is tendered or caused to be tendered to Pipeline for subsequent allocation as receipts under transportation service agreements under Pipeline's applicable transportation rate schedules, any imbalance between actual receipts and scheduled quantities under such applicable transportation service agreements attributable to such gas tenders shall be the primary responsibility of the TABS-1 Party and shall be resolved pursuant to Rate Schedule TABS-1. The Customer under the applicable transportation service agreements shall have no cost responsibility, absent default of the TABS-1 Party, for such imbalances.

Pipeline shall permit TABS-1 Service Agreement(s) to aggregate supply from any or all of the Point(s) of Receipt within segments of Pipeline's system corresponding to the TABS-1 Service Points. For any month in which a Customer executing a service agreement containing access to all of Pipeline's Access Area Zones pursuant to Rate Schedule(s) CDS, FT-1, SCT, PTI or IT-1, and the TABS-1 Party agree that such TABS-1 Party shall provide service hereunder, such Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, containing the name of the TABS-1 Party, the contract number, the TABS-1 Service Points to be utilized by the TABS-1 Party, and such Customer's transportation service agreements for which the TABS-1 Party will assume the balancing responsibility. Upon receipt of such nomination and after Pipeline's confirmation, the TABS-1 Party shall be entitled to nominate an Equivalent Quantity on behalf of such Customers from specific Point(s) of Receipt contained in such Customer's transportation service agreements into the relevant TABS-1 Service Point. Each Customer's nomination shall be valid to nominate their Specific Quantity out of the relevant TABS-1

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 768 Original Sheet No. 768 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

Service Point to the specific Point(s) of Delivery. An Equivalent Quantity is an aggregate quantity of gas equal to the aggregate nominations of all such Customers under the relevant transportation service agreements. A Specific Quantity is a quantity of gas equal to the nominations of each Customer under a relevant transportation service agreement.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or TABS-1 Party upon _____ prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event TABS-1 Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to TABS-1 Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, TABS-1 Party either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY TABS-1 PARTY TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS TABS-1 PARTY'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule TABS-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 769 Original Sheet No. 769 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

TABS-1 Party shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule TABS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

TABS-1 Party agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule TABS-1, (b) Pipeline's Rate Schedule TABS-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule TABS-1. Pipeline agrees that TABS-1 Party may protest or contest the aforementioned filings, and TABS-1 Party does not waive any rights it may have with respect to such filings.

ARTICLE IV

TABS-1 SERVICE POINT(S)

Pipeline and TABS-1 Party agree that service hereunder shall be rendered for the TABS-1 Service Points specified in Exhibit A.

Exhibit A is hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for TABS-1 Party's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. TABS-1 Party agrees that in the event TABS-1 Party tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, TABS-1 Party shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 770 Original Sheet No. 770 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

- (a) Pipeline:
- (b) TABS-1 Party:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of TABS-1 Party, or of Pipeline, 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 Service Agreement; and either of TABS-1 Party and Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute thereafter; otherwise, neither TABS-1 Party nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither TABS-1 Party nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 771 Original Sheet No. 771 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 772 Original Sheet No. 772 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

EXHIBIT A, TABS-1 SERVICE POINT(S), DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE TABS-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND _____ ("TABS-1 Party"), DATED _____:

TABS-1 Service Point(s)

(A) STX Service Point:

Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX Service Point:

Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA Service Point:

Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

(D) ELA Service Point:

Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

(E) Market Zone 1 - 24" Service Point

Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(F) Market Zone 1 - 30" Service Point

Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(G) Market Zone 2 - 24" Service Point

Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 773 Original Sheet No. 773 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-1
(Continued)

(H) Market Zone 2 - 30" Service Point

Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(I) Market Zone 3:

Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

TABS-1 PARTY: _____

SUPERSEDES EXHIBIT A DATED _____

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 774-778 Original Sheet Nos. 774-778 : Effective

Original Sheet Nos. 774-778 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 779 Original Sheet No. 779 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation, herein called ("Pipeline"), and _____ herein called ("TABS-2 Party"), whether one or more,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Rate Schedule TABS-2, Pipeline shall permit a TABS-2 Party to inject gas and/or alter receipts into Pipeline's system for the purpose of assisting Pipeline in attempting to avoid operational emergencies and/or the necessity for issuing Operational Flow Orders, as more fully set forth in Section 3 of Rate Schedule TABS-2 or, with Pipeline's consent, for the purpose of injecting gas into Pipeline's system in anticipation by TABS-2 Parties of increased gas demand requirements as more fully set forth in Section 4 of Rate Schedule TABS-2, or when necessary to alleviate gas supply shortages, as set forth in Section 5 of Rate Schedule TABS-2.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event TABS-2 Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to TABS-2 Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, TABS-2 Party either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 780 Original Sheet No. 780 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY TABS-2 PARTY TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS TABS-2 PARTY'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule TABS-2 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

TABS-2 Party shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule TABS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

TABS-2 Party agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule TABS-2, (b) Pipeline's Rate Schedule TABS-2, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule TABS-2. Pipeline agrees that TABS-2 Party may protest or contest the aforementioned filings, and TABS-2 Party does not waive any rights it may have with respect to such filings.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 781 Original Sheet No. 781 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

ARTICLE IV

TABS-2 SERVICE POINT(S)

Pipeline and TABS-2 Party agree that service hereunder shall be rendered for the TABS-2 Service Points specified in Exhibit A.

Exhibit A is hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for TABS-2 Party's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. TABS-2 Party agrees that in the event TABS-2 Party tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, TABS-2 Party shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) TABS-2 Party:

or such other address as either party shall designate by formal written notice.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 782 Original Sheet No. 782 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of TABS-2 Party, or of Pipeline, 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 Service Agreement; and either of TABS-2 Party and Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute thereafter; otherwise, neither TABS-2 Party nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither TABS-2 Party nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 783 Original Sheet No. 783 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 784 Original Sheet No. 784 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

EXHIBIT A, TABS-2 SERVICE POINT(S), DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE TABS-2
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND _____ ("TABS-2 Party"), DATED _____ :

TABS-2 Service Point(s)

(A) STX Service Point:

Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX Service Point:

Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA Service Point:

Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

(D) ELA Service Point:

Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

(E) Market Zone 1 - 24" Service Point

Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(F) Market Zone 1 - 30" Service Point

Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(G) Market Zone 2 - 24" Service Point

Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 785 Original Sheet No. 785 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS-2
(Continued)

(H) Market Zone 2 - 30" Service Point

Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(I) Market Zone 3:

Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

TABS-2 PARTY: _____

SUPERSEDES EXHIBIT A DATED _____

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 786-790 Original Sheet Nos. 786-790 : Effective

Original Sheet Nos. 786-790 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 791 Original Sheet No. 791 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MBA

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation, herein called ("Pipeline"), and _____ herein called ("MBA Party"), whether one or more,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule MBA, Pipeline and the MBA Party has agreed that the MBA Party, with the written consent, as set forth in Exhibit A, of the relevant third parties, has assumed the primary responsibility of resolving the daily and monthly imbalances of such third parties at Point(s) of Delivery under the transportation and storage contracts between Pipeline and such third parties, as set forth in Exhibit A, as amended from time to time. Exhibit A is hereby incorporated as a part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or MBA Party upon _____ prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event MBA Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to MBA Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, MBA Party either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 792 Original Sheet No. 792 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MBA
(Continued)

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY MBA PARTY TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS MBA PARTY'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule MBA and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

MBA Party shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule MBA as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

MBA Party agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule MBA, (b) Pipeline's Rate Schedule MBA, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule MBA. Pipeline agrees that MBA Party may protest or contest the aforementioned filings, and MBA Party does not waive any rights it may have with respect to such filings.

ARTICLE IV

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 793 Original Sheet No. 793 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MBA
(Continued)

- (a) Pipeline:
- (b) MBA Party:

or such other address as either party shall designate by formal written notice.

ARTICLE V

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of MBA Party, or of Pipeline, 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 Service Agreement; and either of MBA Party and Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute thereafter; otherwise, neither MBA Party nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither MBA Party nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VI

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 794 Original Sheet No. 794 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MBA
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 795 Original Sheet No. 795 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MBA
(Continued)

EXHIBIT A, DELIVERY IMBALANCE RESOLUTION, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MBA
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline"),
_____ ("MBA Party") AND _____ ("CUSTOMER"), DATED _____:

_____ (the MBA Party), _____ (Customer) and Texas Eastern
Transmission Corporation (Pipeline) hereby agree for the period from _____ to
_____ (term must be expressed in calendar monthly increments) the MBA Party
shall assume responsibility of resolving Customer's delivery imbalances at
Point(s) of Delivery between Pipeline and Customer under the following
agreements:

[LIST OF SERVICE AGREEMENTS]

SIGNED FOR IDENTIFICATION

PIPELINE: _____

MBA PARTY: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED _____

Effective Date: 01/07/2001 Status: Effective

FERC Docket: RP01-182-000

Sheet Nos. 796 - Sheet Nos. 796 - : Effective

Original Sheet Nos. 796-799 are
being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 800 Original Sheet No. 800 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: SS-1
MLL: _____

BEGIN DATE (6): _____ END DATE (7): _____
And (7) _____ to (7) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (10)

SERVICE REQUESTER NAME (2): _____
ADDRESS (9): _____

MDIQ (3) _____ Effective From: _____ Effective To: _____
MSQ (4) _____ Effective From: _____ Effective To: _____
MDWQ (5) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (8): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (11): _____

SPECIFIC FIRM POINTS OF DELIVERY (12):
Location: MDDO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (13):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 801 Second Revised Sheet No. 801 : Effective
Superseding: First Revised Sheet No. 801
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1

This Service Agreement, made and entered into this (1)___ day of
(1)_____, (1)_____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a
Delaware Corporation (herein called "Pipeline") and (2) _____
(herein called "Customer," whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants and agreements herein contained, the parties do covenant and agree
as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's
Rate Schedule SS-1, Pipeline agrees to provide firm service for Customer under
Rate Schedule SS-1 and to receive and store for Customer's account quantities
of natural gas up to the following quantity:

- (3) Maximum Daily Injection Quantity (MDIQ) _____ dth
- (4) Maximum Storage Quantity (MSQ) _____ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's
request, quantities of gas up to Customer's Maximum Daily Withdrawal Quantity
(MDWQ) of (5)_____ dekatherms, or such lesser quantity as determined pursuant
to Rate Schedule SS-1, from Customer's Storage Inventory, plus Applicable
Shrinkage, and to deliver for Customer's account such quantities. Pipeline's
obligation to withdraw gas on any day is governed by the provisions of Rate
Schedule SS-1, including but not limited to Section 6.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (6)_____ and
shall continue in force and effect until (7)_____ and (7)_____ to
(7)_____ thereafter unless this Service Agreement is terminated as
hereinafter provided. This Service Agreement may be terminated by either
Pipeline or Customer upon (8)_____ [at least one (1) year for new long-
term service agreements executed on and after June 1, 1999; mutually agreeable
for short-term service agreements] prior written notice to the other
specifying a termination date of any (8)_____ occurring on or after the
expiration of the primary term. Subject to Section 22 of Pipeline's General
Terms and Conditions and without prejudice to such rights, this Service
Agreement may be terminated at any time by Pipeline in the event Customer
fails to pay part or all of the amount of any bill for service hereunder and
such

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 802 Original Sheet No. 802 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

In the event there is gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional one-hundred and twenty (120) days.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SS-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule SS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule SS-1, (b) Pipeline's Rate Schedule SS-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SS-1. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ and MDWQ specified in Article I, to change the term of the service agreement as specified in Article II, to

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 803 Original Sheet No. 803 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to Service Agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, SCT, PTI or IT-1 which specify as a Point of Delivery the "SS-1 Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1, SCT, PTI or IT-1, deliveries under Rate Schedules CDS, FT-1, SCT, PTI or IT-1 for injection into storage scheduled directly to the "SS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, at Customer's request any positive or negative variance between scheduled deliveries and actual deliveries on any day at Customer's Points of Delivery under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into or withdrawn from storage for Customer's account. In addition to accepting gas for storage injection at the SS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

The Point(s) of Delivery at which Pipeline shall deliver gas shall be specified in Exhibit A of the executed service agreement.

Exhibit A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 804 First Revised Sheet No. 804 : Effective
Superseding: Original Sheet No. 804

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (9)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (10) _____ without recourse to the law governing conflict of laws.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 805 First Revised Sheet No. 805 : Effective
Superseding: Original Sheet No. 805

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(11)

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents, or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 806 First Revised Sheet No. 806 : Effective
Superseding: Original Sheet No. 806

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(12)
Point
of
Delivery Description Maximum Daily Delivery Pressure Measurement
Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED _____

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 807 First Revised Sheet No. 807 : Effective
Superseding: Original Sheet No. 807

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT B, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____ :

(13) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 808 First Revised Sheet No. 808 : Effective
Superseding: Original Sheet No. 808

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1
(Continued)

EXHIBIT B (Continued)

(13) ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
FROM														
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

Effective Date: 01/07/2001 Status: Effective

FERC Docket: RP01-182-000

Sheet Nos. 809 - Sheet Nos. 809 - : Effective

Original Sheet Nos. 809-812 are
being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 813 Original Sheet No. 813 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____ CONTRACT NO. _____
RATE SCHED: FSS-1
MLL: _____

BEGIN DATE (6): _____ END DATE (7): _____
And (7) _____ to (7) _____ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (10)

SERVICE REQUESTER NAME (2): _____
ADDRESS (9): _____

MDIQ (3) _____ Effective From: _____ Effective To: _____
MSQ (4) _____ Effective From: _____ Effective To: _____
MDWQ (5) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (8): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (11): _____

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Second Revised Sheet No. 814 Second Revised Sheet No. 814 : Effective
Superseding: First Revised Sheet No. 814
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1

This Service Agreement, made and entered into this (1)___ day of
(1)_____, (1)_____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a
Delaware Corporation (herein called "Pipeline") and (2) _____
(herein called "Customer," whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants and agreements herein contained, the parties do covenant and agree
as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's
Rate Schedule FSS-1, Pipeline agrees to provide firm service for Customer
under Rate Schedule FSS-1 and to receive and store for Customer's account
quantities of natural gas up to the following quantity:

- (3) Maximum Daily Injection Quantity (MDIQ) _____ dth
- (4) Maximum Storage Quantity (MSQ) _____ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's
request, quantities of gas up to Customer's Maximum Daily Withdrawal Quantity
(MDWQ) of (5)_____ dekatherms, or such lesser quantity as determined pursuant
to Rate Schedule FSS-1, from Customer's Storage Inventory, plus Applicable
Shrinkage. Pipeline's obligation to withdraw gas on any day is governed by
the provisions of Rate Schedule FSS-1, including but not limited to Section
6.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (6)_____ and
shall continue in force and effect until (7)_____ and (7)_____ to
(7)_____ thereafter unless this Service Agreement is terminated as
hereinafter provided. This Service Agreement may be terminated by either
Pipeline or Customer upon (8)_____ [at least one (1) year for new long-
term service agreements executed on and after June 1, 1999; mutually agreeable
for short-term service agreements] prior written notice to the other
specifying a termination date of any (8)_____ occurring on or after the
expiration of the primary term. Subject to Section 22 of Pipeline's General
Terms and Conditions and without prejudice to such rights, this Service
Agreement may be terminated at any time by Pipeline in the event Customer
fails to pay part or all of the amount of any bill for service hereunder and
such failure continues for thirty (30) days after payment is due; provided,

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 815 Original Sheet No. 815 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1
(Continued)

Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION. PROVISION OF A TERMINATION NOTICE BY PIPELINE ALSO TRIGGERS CUSTOMER'S RIGHT OF FIRST REFUSAL UNDER SECTION 3.13 OF THE GENERAL TERMS AND CONDITIONS ON THE EFFECTIVE DATE OF THE TERMINATION.

In the event there is gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional one-hundred and twenty (120) days.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FSS-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FSS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FSS-1, (b) Pipeline's Rate Schedule FSS-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FSS-1. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ and MDWQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 816 Original Sheet No. 816 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1
(Continued)

firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to Service Agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, SCT, PTI or IT-1 which specify as a Point of Delivery the "FSS-1 Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1, SCT, PTI or IT-1, deliveries under Rate Schedules CDS, FT-1, SCT, PTI or IT-1 for injection into storage scheduled directly to the "FSS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, subject to Pipeline's prior written consent, any positive variance between scheduled deliveries and actual deliveries on any day (i.e. scheduled deliveries exceed actual deliveries) at Customer's Points of Delivery under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into storage for Customer's account. In addition to accepting gas for storage injection at the FSS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

The natural gas delivered by Pipeline for Customer's account as a result of storage withdrawal pursuant to this Service Agreement shall be those quantities scheduled for withdrawal hereunder and subsequent transportation pursuant to service agreements between Pipeline and Customer under Rate Schedule CDS, FT-1, SCT, or IT-1 which specify as a Point of Receipt the "FSS-1 Storage Point". For purpose of billing under Rate Schedules CDS, FT-1, SCT, or IT-1, withdrawals from storage for subsequent transportation under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed to have been received 60% in Market Zone 2 and 40% in Market Zone 3. In addition to the withdrawal of gas from storage for delivery through a transportation service on Pipeline's system, gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable to these deliveries.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 817 First Revised Sheet No. 817 : Effective
Superseding: Original Sheet No. 817

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer: (9)

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 818 First Revised Sheet No. 818 : Effective
Superseding: Original Sheet No. 818

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1
(Continued)

rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (10)_____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(11)

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 819 Original Sheet No. 819 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS-1
(Continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents, or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 820-824 Original Sheet No. 820-824 : Effective

Original Sheet Nos. 820-824 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 825 Original Sheet No. 825 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE ISS-1

This Service Agreement, made and entered into this ___ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer," whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule ISS-1, Pipeline agrees to provide interruptible service for Customer under Rate Schedule ISS-1 and to receive and store for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Injection Quantity (MDIQ) _____ dth
Maximum Storage Quantity (MSQ) _____ dth

Pipeline agrees to withdraw from storage for Customer on an interruptible basis quantities of gas up to Customer's Maximum Daily Withdrawal Quantity (MDWQ) of _____ dekatherms or such lesser quantity as determined pursuant to Rate Schedule ISS-1 from Customer's Storage Inventory, plus Applicable Shrinkage, and to deliver for Customer's account such quantities. Pipeline's obligation to withdraw gas on any day is governed by the provisions of Rate Schedule ISS-1.

Interruptible Storage Service shall be available only to the extent that the injection, storage and withdrawal capacity designated for Rate Schedules FSS-1 and SS-1 firm storage service is not being utilized for such firm storage service and to the extent such storage capacity is not being utilized to satisfy Pipeline's other firm obligations under its firm rate schedules. To the extent storage capacity which is being utilized by a Customer hereunder is needed by Pipeline in order to satisfy Pipeline's firm obligations under Rate Schedules FSS-1 or SS-1 or to accommodate Pipeline's other firm obligations under its firm rate schedules, Pipeline may require Customer to withdraw all, or any portion thereof, ISS-1 gas quantities held in storage by Pipeline for Customer's account within three (3) days of Pipeline's notice. If Customer is able to schedule the transportation of such gas under Customer's highest priority transportation service agreement during such three (3) day period and fails to withdraw such ISS-1 storage gas, then Pipeline shall take title to such ISS-1 storage inventory Customer was instructed to withdraw free and clear of any adverse claims. Pipeline's notice to Customer shall be verbal and may be followed by a fax or letter.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 826 Original Sheet No. 826 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE ISS-1
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This agreement may be terminated by either Pipeline or Customer upon _____ prior written notice to the other specifying a termination date of any _____ occurring on or after the expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

THE TERMINATION OF THIS SERVICE AGREEMENT WITH A FIXED CONTRACT TERM OR THE PROVISION OF A TERMINATION NOTICE BY CUSTOMER TRIGGERS PREGRANTED ABANDONMENT UNDER SECTION 7 OF THE NATURAL GAS ACT AS OF THE EFFECTIVE DATE OF THE TERMINATION.

In the event there is gas in storage for Customer's account on termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional thirty (30) days.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule ISS-1 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule ISS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule ISS-1, (b) Pipeline's Rate Schedule ISS-1, pursuant to which

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Original Sheet No. 827 Original Sheet No. 827 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE ISS-1
(Continued)

service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule ISS-1. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to service agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, SCT, or IT-1 which specify as a Point of Delivery the "ISS-1 Storage Point". For purposes of billing under Rate Schedules CDS, FT-1, SCT, or IT-1, deliveries under Rate Schedules CDS, FT-1, SCT, or IT-1 for injection into storage shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition to accepting gas for storage injection at the ISS-1 Storage Point, Pipeline will accept gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

The natural gas delivered by Pipeline for Customer's account as a result of storage withdrawal pursuant to this Service Agreement shall be those quantities scheduled for withdrawal hereunder and subsequent transportation pursuant to service agreements between Pipeline and Customer under Rate Schedule CDS, FT-1, SCT, or IT-1 which specify as a Point of Receipt the "ISS-1 Storage Point". For purpose of billing under Rate Schedules CDS, FT-1, SCT, or IT-1, withdrawals from storage for subsequent transportation under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed to have been received 60% in Market Zone 2 and 40% in Market Zone 3. In addition to the withdrawal of gas from storage for delivery through a transportation service on Pipeline's system, gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable to these deliveries.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

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Original Sheet No. 828 Original Sheet No. 828 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE ISS-1
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 829 Original Sheet No. 829 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE ISS-1
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 830-834 Original Sheet Nos. 830-834 : Effective

Original Sheet Nos. 830-834 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 835 Original Sheet No. 835 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

This Service Agreement, made and entered into this ____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS, Pipeline agrees to deliver on a firm basis for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed Service Agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force and effect until and including October 31, 2009, unless this Service Agreement is terminated earlier as hereinafter provided. Pipeline or Customer may elect to terminate this Service

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 836 Original Sheet No. 836 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(Continued)

Agreement or reduce the MDQ hereunder as of October 31, 1999, or at any time thereafter by giving written notice of such election not less than two (2) years prior to the termination or reduction date designated in such notice, unless waived by the other party and upon approval by the regulatory agency having jurisdiction.

Upon termination of or reduction of MDQ under this Service Agreement, all rights of Customer to the capacity provided by the facilities constructed and utilized to provide the service which has been terminated or reduced shall terminate and such facilities shall be available without limitation for Pipeline's use as Pipeline, in its sole discretion, deems desirable. If Customer elects to terminate this Service Agreement or reduce the MDQ hereunder, then notwithstanding such termination or reduction, Customer shall continue to pay the monthly charge provided under Article III of this Service Agreement until the earlier of October 31, 2009, or the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include system wide recovery, of the costs of the facilities attributable to the service which has been terminated or reduced. At such time Customer shall cease paying the monthly charge attributable to the terminated or reduced service. In addition, if and to the extent that Customer terminates this Service Agreement or reduces the MDQ hereunder and the Federal Energy Regulatory Commission or any other agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used and useful in providing natural gas service on Pipeline's system, or otherwise precludes Pipeline from recovering the full original cost of such facilities, then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

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FERC Docket: RS92- 11-009

Original Sheet No. 837 Original Sheet No. 837 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(Continued)

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FTS, (b) Pipeline's Rate Schedule FTS, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligations (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities

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Original Sheet No. 838 Original Sheet No. 838 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 839 Original Sheet No. 839 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the principles of conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 840-844 Original Sheet Nos. 840-844 : Effective

Original Sheet Nos. 840-844 are
being reserved for future use.

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FERC Docket: RS92- 11-009

Original Sheet No. 845 Original Sheet No. 845 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-2, Pipeline agrees to deliver on a firm basis for Customer's account quantities of gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed service agreement.

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Original Sheet No. 846 Original Sheet No. 846 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force and effect until and including March 31, 2002 ("Primary Term") and shall continue thereafter unless terminated by either party at the end of the Primary Term or the end of any subsequent month by twelve (12) months prior written notice.

Customer hereby expressly acknowledges and agrees that, to the extent not utilized by Customer for transportation of gas for Customer's account, Pipeline has the sole right to utilize any pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement as part of Pipeline's overall general system capacity. To that end, Customer agrees not to instigate or cause to be instigated any action designed to alter or increase Customer's right to utilize the pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement. Upon termination of this Service Agreement, all rights of Customer to the transportation service provided by the facilities constructed and utilized to provide service hereunder shall terminate and the capacity provided by such facilities shall be available without limitation for Pipeline's use as Pipeline in its sole discretion deems desirable. If Customer elects to terminate this Service Agreement, then notwithstanding such termination Customer shall continue to pay the monthly charge provided under Section 3.2(A) of Rate Schedule FTS-2 until the earlier of (i) the date Pipeline recovers through said monthly charge the full original cost of the facilities attributable to the service which has been terminated, or (ii) the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include systemwide recovery, of the costs of facilities attributable to the service which has been terminated. At such time Customer shall cease paying the monthly charge attributable to the terminated service. In addition, if and to the extent that Customer terminates this Service Agreement and the Federal Energy Regulatory Commission or any other Agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used or useful in providing natural gas service on Pipeline's system or otherwise precludes Pipeline from recovering the full original cost of such facilities then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

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Original Sheet No. 847 Original Sheet No. 847 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-2 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FTS-2, (b) Pipeline's Rate Schedule FTS-2, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-2. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND EQUITRANS POINT(S)

Natural gas to be received by Pipeline or for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or Equitrans Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Equitrans Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), and receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
Equitrans Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

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FERC Docket: RS92- 11-009

Original Sheet No. 848 Original Sheet No. 848 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

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FERC Docket: RS92- 11-009

Original Sheet No. 849 Original Sheet No. 849 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2
(Continued)

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 850-854 Original Sheet Nos. 850-854 : Effective

Original Sheet Nos. 850-854 are
being reserved for future use.

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FERC Docket: RS92- 11-020

Sub Original Sheet No. 856 Sub Original Sheet No. 856 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-4
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____, _____, or the in-service date of all necessary facilities, whichever is later, and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twelve months' prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-4 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-4 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate schedule FTS-4, (b) Pipeline's Rate Schedule FTS-4 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-4; provided however, Pipeline shall not have the right without the consent of Customer to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I,

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Original Sheet No. 857 Original Sheet No. 857 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-4
(Continued)

to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligations (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
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Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities
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ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 858 Original Sheet No. 858 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-4
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 859 Original Sheet No. 859 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-4
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 860-864 Original Sheet Nos. 860-864 : Effective

Original Sheet Nos. 860-864 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-020

Sub Original Sheet No. 866 Sub Original Sheet No. 866 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-5
(Continued)

in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twenty-four months' prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all gas remaining in storage pursuant to CNG's Rate Schedule GSS-II.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-5 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-5 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 867 Original Sheet No. 867 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-5
(Continued)

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FTS-5, (b) Pipeline's Rate Schedule FTS-5 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-5; provided however, Pipeline shall not have the right without the consent of Customer to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Customer Point(s) specified in Article IV, to change the CNG Point(s) specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 868 Original Sheet No. 868 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-5
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 869 Original Sheet No. 869 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-5
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 870-874 Original Sheet No. 870-874 : Effective

Original Sheet Nos. 870-874 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-020

Sub Original Sheet No. 876 Sub Original Sheet No. 876 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twenty-four months' prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-7 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-7 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 877 Original Sheet No. 877 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 878 Original Sheet No. 878 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 879 Original Sheet No. 879 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 880-884 Original Sheet Nos. 880-884 : Effective

Original Sheet Nos. 880-884 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-020

Sub Original Sheet No. 886 Sub Original Sheet No. 886 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon twenty-four months' prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-8 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-8 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 887 Original Sheet No. 887 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 888 Original Sheet No. 888 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 889 Original Sheet No. 889 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 890-894 Original Sheet Nos. 890-894 : Effective

Original Sheet Nos. 890-894 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 895 Original Sheet No. 895 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CTS

This Service Agreement, made and entered into this _____ day of _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline"), and COLUMBIA GAS TRANSMISSION CORPORATION (herein called "Customer"),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule CTS, Pipeline agrees to deliver on a firm basis for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on the in-service date hereunder and shall continue in force and effect until and including October 31, 2010, unless this Service Agreement is terminated earlier as

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 896 Original Sheet No. 896 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CTS
(Continued)

hereinafter provided. Pipeline or Customer may elect to terminate this Service Agreement or reduce the MDQ hereunder as of October 31, 2000, or at any time thereafter by giving written notice of such election not less than two (2) years prior to the termination or reduction date designated in such notice, unless waived by the other party and upon approval by the regulatory agency having jurisdiction.

Upon termination of or reduction of MDQ under this Service Agreement, all rights of Customer to the capacity provided by the facilities constructed and utilized to provide the service which has been terminated or reduced shall terminate and such facilities shall be available without limitation for Pipeline's use as Pipeline, in its sole discretion, deems desirable. If Customer elects to terminate this Service Agreement or reduce the MDQ hereunder, then notwithstanding such termination or reduction, Customer shall continue to pay the monthly charge provided under Article III of this Service Agreement until the earlier of October 31, 2010, or the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include system wide recovery, of the costs of the facilities attributable to the service which has been terminated or reduced. At such time Customer shall cease paying the monthly charge attributable to the terminated or reduced service. If, in the interim between Customer's termination of or reduction of this Service Agreement and cessation of Customer's payment of the monthly charge to Pipeline hereunder, Pipeline specifically contracts to use all or part of the facilities constructed for the CTS service and Pipeline commences one or more such contracted for replacement firm services, Customer shall be relieved of the obligation to pay the monthly charge to the extent and for such time that the facilities are being utilized to provide said replacement services. In addition, if and to the extent that Customer terminates this Service Agreement or reduces the MDQ hereunder and the Federal Energy Regulatory Commission or any other agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used and useful in providing natural gas service on Pipeline's system, or otherwise precludes Pipeline from recovering the full original cost of such facilities, then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges less any amount Customer was relieved of due to impairment of deliveries by Pipeline. Reimbursement shall not be applicable nor shall demand charges be due from Customer if and to the extent that Pipeline elects to terminate or reduce this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 897 Original Sheet No. 897 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CTS
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule CTS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule CTS as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and place into effect changes in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule CTS, (b) Pipeline's Rate Schedule CTS, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule CTS. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
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Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities
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Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 898 Original Sheet No. 898 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CTS
(Continued)

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other addresses as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 899 Original Sheet No. 899 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CTS
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the principles of conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST:

By

ATTEST:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 900-904 Original Sheet Nos. 900-904 : Effective

Original Sheet Nos. 900-904 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 905 Original Sheet No. 905 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TS-2

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule TS-2, Pipeline agrees to deliver on an interruptible basis for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) dth

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily quantities of gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon _____ prior written notice to the other specifying a termination date of any _____ occurring on or after the

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 906 Original Sheet No. 906 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TS-2
(Continued)

expiration of the primary term. In addition to Pipeline rights under Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further, such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule TS-2 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule TS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule TS-2, (b) Pipeline's Rate Schedule TS-2, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule TS-2. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 907 Original Sheet No. 907 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TS-2
(Continued)

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and natural gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligations (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
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Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities
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ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the gas produced and tendered for transportation hereunder.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 908 Original Sheet No. 908 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TS-2
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 909 Original Sheet No. 909 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TS-2
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By

ATTEST: _____

By

ATTEST: _____

Effective Date: 01/07/2001 Status: Effective

FERC Docket: RP01-182-000

Sheet Nos. 910 - Sheet Nos. 910 - : Effective

Original Sheet Nos. 910-913 are
being reserved for future use.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

Original Sheet No. 914 Original Sheet No. 914 : Effective

TEXAS EASTERN TRANSMISSION CORPORATION
Executable Contract Summary for Service Agreement under
Form of Service Agreement in Sixth Revised Volume No. 1

DATE (1): _____

CONTRACT NO. _____
RATE SCHED: SS
MLL: _____

BEGIN DATE (5): _____

END DATE (6): _____
And (6) ___ to (6) ___ thereafter

SERVICE REQUESTER NAME (2): _____
ADDRESS (8): _____

MSQ (3) _____ Effective From: _____ Effective To: _____

MDQ (4) _____ Effective From: _____ Effective To: _____

PRIOR WRITTEN NOTICE (7): _____ UNIT: _____ DATE: _____ QTY: _____

SUPERSEDED CONTRACT (9): _____

SPECIFIC FIRM POINTS OF DELIVERY (10):

Location: MDDO: Effective From: Effective To:

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 915 First Revised Sheet No. 915 : Effective
Superseding: Sub Original Sheet No. 915

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS

This Service Agreement, made and entered into this (1)____ day of (1)____ (1)____, by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation (herein called "Pipeline") and (2)____ (herein called "Customer", whether one or more),

W I T N E S S E T H :

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations here of and of Pipeline's Rate Schedule SS, Pipeline agrees to provide firm service for Customer under Rate Schedule SS and to store for Customer quantities of natural gas up to the following quantity:

Maximum Storage Quantity (MSQ)_(3)_____ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's request, quantities of gas up to Customer's Maximum Daily Quantity (MDQ) of (4)_____ dekatherms, from Customer's Storage Inventory up to Customer's MSQ, plus Applicable Shrinkage, and deliver for Customer's account such quantities.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (5)_____ and shall continue in force and effect until (6)_____ and (6)_____ to (6)_____ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (7)_____ [at least two (2) years for long-term service agreements; mutually agreeable for short-term service agreements] prior written notice to the other specifying a termination date of any (7)_____ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 916 Original Sheet No. 916 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS
(Continued)

In the event there is gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional one-hundred and twenty (120) days.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule SS as filed with the Federal Energy Regulatory Commission and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule SS, (b) Pipeline's Rate Schedule SS, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SS. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of the service agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MSQ and MDQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to service agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, IT-1 or PTI which specify as a Point of Delivery the "SS Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1, IT-1 or PTI

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 917 First Revised Sheet No. 917 : Effective
Superseding: Original Sheet No. 917

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS
(Continued)

deliveries under Rate Schedules CDS, FT-1, IT-1 or PTI for injection into storage shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3.

The Point(s) of Delivery at which Pipeline shall deliver gas shall be specified in Exhibit A of the executed service agreement.

Exhibit A is hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept natural gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer: (8)

or such other address as either party shall designate by formal written notice.

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 918 First Revised Sheet No. 918 : Effective
Superseding: Original Sheet No. 918

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS
(Continued)

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, 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 Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

(9)

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 919 Original Sheet No. 919 : Effective

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 01/07/2001 Status: Effective
FERC Docket: RP01-182-000

First Revised Sheet No. 920 First Revised Sheet No. 920 : Effective
Superseding: Original Sheet No. 920

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS
BETWEEN TEXAS EASTERN TRANSMISSION CORPORATION ("Pipeline")
AND (2) _____ ("Customer"), DATED (1) _____:

(10) Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED _____

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 921-925 Original Sheet Nos. 921-925 : Effective

Original Sheet Nos. 921-925 are
being reserved for future use.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 926 Original Sheet No. 926 : Superseded

FORM OF SERVICE AGREEMENT
FOR THE LINKp SYSTEM

This Service Agreement, executed this ____ day of _____, ____, by and between _____ ("LINKp System Subscriber"), and TEXAS EASTERN TRANSMISSION CORPORATION, PANHANDLE EASTERN PIPE LINE COMPANY, TRUNKLINE GAS COMPANY AND ALGONQUIN GAS TRANSMISSION COMPANY ("Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINKp System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Pipeline shall make available for use by LINKp System Subscriber Pipeline's computerized electronic communication service, the LINKp Customer Interface System ("LINKp System"). LINKp System Subscriber may at its option use the LINKp System to: (1) request new services under applicable Rate Schedules; (2) request and execute amendment of existing service agreements; and (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's rate schedules. LINKp System Subscriber may also use the LINKp System to request and receive from Pipeline such other information as Pipeline may from time to time make available to LINKp System Subscriber through the LINKp System.

ARTICLE II

TERMS AND CONDITIONS

LINKp System Subscriber's use of the LINKp System shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions (the "General Terms and Conditions") and the terms and conditions of any relevant rate schedules which appear in Pipeline's currently effective FERC Gas Tariff, all of which terms and conditions are expressly incorporated by reference herein.

Authorized Use of the LINKp System; Confidentiality

Use of the LINKp System by LINKp System Subscriber shall be limited only to those persons who have been duly authorized by LINKp System Subscriber to use the LINKp System (the "Authorized Personnel"), as indicated in the completed Computer Access Request Form to be submitted by LINKp System Subscriber to Pipeline, a copy of which is attached to the LINKp System Agreement. Pipeline will provide each of LINKp System Subscriber's Authorized Personnel with an individualized user identification code ("USERID") and password, as well as any such software as may be necessary to access the LINKp System, provided that Pipeline shall not be obligated to provide LINKp System Subscriber with any software which is not compatible with the computer hardware indicated in LINKp System manuals. The number and type of USERIDs and passwords to be issued by Pipeline shall be subject to the sole discretion of Pipeline.

FORM OF SERVICE AGREEMENT
FOR THE LINKp SYSTEM
(Continued)

LINKp System Subscriber shall also designate one or more Authorized Personnel who are additionally authorized: (1) to transmit information to Pipeline through the LINKp System, and/or (2) to perform the contracting function and thereby legally bind LINKp System Subscriber to any service agreement or amended service agreement entered into with Pipeline (collectively, the "Designated Personnel"). Pipeline shall be entitled to rely upon LINKp System Subscriber's representation that any and all Designated Personnel authorized to perform the LINKp System contracting function have been duly authorized by LINKp System Subscriber to enter into one or more service agreements or amended service agreements for all purposes of this LINKp System Agreement.

LINKp System Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all USERIDs, passwords, and software issued to LINKp System Subscriber by Pipeline. In addition, each Authorized Personnel shall likewise not disclose to any other person, and shall otherwise keep completely confidential, the individualized USERID and password and any software issued to such Authorized Personnel. LINKp System Subscriber shall assure that no copies of any software issued to LINKp System Subscriber are made by Authorized Personnel or by any other persons without the prior written consent of Pipeline, which consent may be withheld by Pipeline in its sole discretion. Any software copies made by LINKp System Subscriber with the express written consent of Pipeline shall contain a copyright notice substantially identical to that contained in the software issued by Pipeline to LINKp System Subscriber.

LINKp System Subscriber shall immediately inform Pipeline in writing whenever LINKp System Subscriber desires to terminate access to the LINKp System previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. LINKp System Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs, passwords, and software issued to LINKp System Subscriber by Pipeline, including but not limited to the use of such USERIDs, passwords and software by Authorized Personnel who at some point are no longer within LINKp System Subscriber's employment or control. Pipeline reserves the right to invalidate for due cause any password or USERID and to demand return of any software issued to LINKp System Subscriber. Pipeline shall, if possible, give prior notice and allow the LINKp System Subscriber to respond before invalidating any password or USERID and demanding return of any software issued to LINKp System Subscriber. In the event LINKp System Subscriber fails to adequately respond within the time period established in Pipeline's prior notice, the LINKp System Agreement shall be terminated. LINKp System Subscriber shall return to Pipeline any software issued by Pipeline within five (5) days of termination of this LINKp System Agreement.

LINKp System Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands, and actions, and any resulting loss, costs, damages, and expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, which may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID, password, or software issued by Pipeline to LINKp System Subscriber, not within the control of Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome.

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 928 Original Sheet No. 928 : Effective

FORM OF SERVICE AGREEMENT
FOR THE LINKp SYSTEM
(Continued)

Release and Disclaimer of Liability; Indemnification

Pipeline expressly disclaims any and all liability for damages to LINKp System Subscriber, except for damages directly attributable to the negligence, bad faith, fraud or willful misconduct of Pipeline, or to any third parties associated with LINKp System Subscriber's use of the LINKp System arising out of or in any manner related to use by LINKp System Subscriber or Pipeline of the LINKp System, including but not limited to any damages resulting from any one or more of the following: (1) any acts of God or force majeure, including but not limited to sabotage, war, riot, lightning, vermin, fire, floods, electrical storms and/or power outages, or any other natural or public calamity; (2) any defects in computer software or hardware or defective programming; (3) any interruption in or malfunction of electronic communication or transmission; or (4) any improper or erroneous service which may occur as a result of use of the LINKp System. Pipeline's liability, if any, shall be limited to direct damages only incurred by the LINKp System Subscriber and shall not extend to consequential, indirect or punitive damages incurred by the LINKp System Subscriber or any damages, of any nature whatsoever incurred by third parties.

PIPELINE HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH LINKp SYSTEM SUBSCRIBER'S USE OF THE LINKp SYSTEM, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

LINKp System Subscriber agrees to protect, defend, indemnify, and hold harmless Pipeline against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or in any manner directly or indirectly connected with LINKp System Subscriber's use of the LINKp System, except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

Other Terms and Conditions.

Use of the LINKp System is expressly subject to all of the General Terms and Conditions, as well as all of the terms and conditions of any Rate Schedule and Service Agreement which may be applicable to any transaction performed by LINKp System Subscriber and Pipeline by means of the LINKp System, all of which are set forth in Pipeline's currently effective FERC Gas Tariff as amended from time to time and are hereby incorporated by reference. In the event of a conflict between the terms and conditions of this service agreement and any other applicable terms and

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 929 Original Sheet No. 929 : Effective

FORM OF SERVICE AGREEMENT
FOR THE LINKp SYSTEM
(Continued)

conditions set forth in Pipeline's currently effective FERC Gas Tariff which are incorporated by reference herein, such other terms and conditions shall govern LINKp System Subscriber's use of the LINKp System unless otherwise specifically provided herein.

ARTICLE III

TERM

This Service Agreement shall be and continue in full force and effect from the date of execution hereof until terminated only for due cause or at LINKp System Subscriber's request. LINKp System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant this Service Agreement or (b) any provision of the General Terms and Conditions applicable to this Service Agreement. Pipeline agrees that LINKp System Subscriber may protest or contest the aforementioned filings, and LINKp System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE IV

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE V

INTERPRETATION

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

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 930 Original Sheet No. 930 : Effective

FORM OF SERVICE AGREEMENT
FOR THE LINKp SYSTEM
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and attested by their respective Secretaries or Assistant Secretaries or witnessed, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION
PANHANDLE EASTERN PIPE LINE COMPANY
TRUNKLINE GAS COMPANY
ALGONQUIN GAS TRANSMISSION COMPANY

By _____

ATTEST/WITNESS:

By _____

ATTEST/WITNESS:

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet Nos. 931-935 Original Sheet Nos. 931-935 : Effective

Original Sheet Nos. 931-935 are
being reserved for future use.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Second Revised Sheet No. 936 Second Revised Sheet No. 936 : Effective
Superseding: First Revised Sheet No. 936

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, LLFT, VKFT, SS-1 AND FSS-1

This Umbrella Service Agreement, made and entered into this ____
day of _____, by and between _____ (herein ____
called "Replacement Customer"), and TEXAS EASTERN TRANSMISSION CORPORATION,
a Delaware Corporation (herein called "Pipeline"),

W I T N E S S E T H :

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and
promises herein contained, the Replacement Customer and Pipeline hereby
agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as
the financial evaluation and credit appraisal requirements are met in order
for Replacement Customer to be on Pipeline's approved bidder list for
capacity releases and execute this Umbrella Service Agreement pursuant to
Section 3.14 of Pipeline's General Terms and Conditions, and this Umbrella
Service Agreement is effective, Replacement Customer may bid from time to
time on proposed capacity releases under Rate Schedules CDS, FT-1, SCT,
LLFT, VKFT, SS-1 and/or FSS-1 pursuant to the procedure set forth in
Section 3.14 of Pipeline's General Terms and Conditions. If at anytime a
bid submitted by Replacement Customer is accepted by Pipeline with respect
to a given capacity release, Pipeline will promptly finalize by means of
Pipeline's LINKp System the appropriate Addendum to this Umbrella Service
Agreement, in the format attached hereto, depending upon the rate schedule
under which the capacity is being released. The parties agree that each
Addendum is an integral part of this Umbrella Service Agreement as if
executed by the parties hereto and fully copied and set forth herein at
length and is binding on the parties hereto. Upon finalization of such
Addendum, Replacement Customer and Pipeline agree that Replacement Customer
shall be considered for all purposes as a Customer with respect to the
released service.

Upon the finalization of an Addendum, subject to the terms, conditions
and limitations hereof and of Pipeline's Rate Schedules CDS, FT-1, SCT,
LLFT, VKFT, SS-1 and/or FSS-1, as applicable, Pipeline agrees to provide
the applicable released service for Replacement Customer under the
applicable rate schedule, provided however, the Replacement Customer
qualified under the financial evaluation and credit appraisal requirements
set forth in Section 3.3 and 3.4 of Pipeline's General Terms and Conditions
at the time it submitted the bid Pipeline accepted with respect to such
release.

Replacement Customer hereby agrees to promptly provide any information
necessary for Pipeline to reevaluate Pipeline's credit appraisal as
contemplated by Sections 3.3 and 3.4 of Pipeline's General Terms and
Conditions and to advise Pipeline of any material change in the information
previously provided by the Replacement Customer to Pipeline.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RS92- 11-020

Sub Second Revised Sheet No. 937 Sub Second Revised Sheet No. 937 : Effective
Superseding: First Revised Sheet No. 937

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, LLFT, VKFT, SS-1 AND FSS-1
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Pipeline determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Sections 3.3 or 3.4 of the General Terms and Conditions, Pipeline may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3.4 of the General Terms and Conditions.

ARTICLE III

RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules CDS, FT-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1, by finalization of a copy of an Addendum CDS, FT-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1 attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

If Replacement Customer utilizes an agent, it will so indicate on the appropriate Addendum, along with any terms and conditions relevant to such agency relationship. Pipeline will act in accordance with the Addendum and in so acting will be fully protected in relying upon such agent.

Replacement Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Pipeline agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Umbrella Service Agreement,

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-001

Sub Second Revised Sheet No. 938 Sub Second Revised Sheet No. 938 : Effective
Superseding: Sub First Revised Sheet No. 938

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, LLFT, VKFT, SS-1 AND FSS-1
(Continued)

or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Replacement Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE V

INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI

RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Agreement with Pipeline: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 3.14(H) of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VI relieves

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

Second Revised Sheet No. 939 Second Revised Sheet No. 939 : Effective
Superseding: First Revised Sheet No. 939

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, LLFT, VKFT, SS-1 AND FSS-1
(Continued)

Releasing Customer from responsibility to pay Pipeline in accordance with its service agreements with Pipeline) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Pipeline or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By _____

ATTEST:

By _____

ATTEST:

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 940 Original Sheet No. 940 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Deal No.:

Texas Eastern Addendum Contract No.:
Capacity Release Umbrella Agreement No.:

Addendum No.
Capacity Release
Rate Schedule ____

Replacement Customer:

Releasing Customer:

Releasing Customer's Contract No.:

Begin Date of Release:

End Date of Release:

Rates: [Volumetric or Reservation]

Access Area:

	STX	ETX	ELA	WLA
Reservation Charge	\$			

Market Area:

	M1	M2	M3
Reservation Charge	\$		

Space Charge \$

Surcharges:

Description	Rate
	\$
	\$
	\$
	\$

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 941 Original Sheet No. 941 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

[MDQ and zone entitlements contained solely within the Access Area are subject to adjustment from year to year pursuant to Section 9.1 of the General Terms and Conditions.]

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): (Dth)

Maximum Storage Quantity (MSQ): (Dth)

Maximum Daily Injection Quantity (MDIQ): (Dth)

Maximum Daily Injection Quantity (MDWQ): (Dth)

Billable Quantities:

Service:

From	To	Quantity
------	----	----------

Capacity Rights:

- (1) Path:
 - From Point:
 - To Point:
- (2) Detail:

Zone	Location Description	Entitlements (Dth/D)
------	----------------------	-------------------------

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 942 Original Sheet No. 942 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

(3) Operational Segment Capacity Entitlements (Dth/D):

Total STX

Suction Blessing
STX/M1-TGC Zone Boundary Exit Quantity
STX/ETX Zone Boundary Exit Quantity
STX/WLA Zone Boundary Exit Quantity

Total ETX

STX/ETX Zone Boundary Entry Quantity
Suction Joaquin
Discharge Joaquin
Loggy Bayou
ETX/M1-TXG Zone Boundary Exit Quantity
ETX/M1 Zone Boundary Exit Quantity

Total WLA

STX/WLA Zone Boundary Entry Quantity
Cameron System
WLA/M1-TGC Zone Boundary Exit Quantity
WLA/M1-TXG Zone Boundary Exit Quantity
WLA/ELA Zone Boundary Exit Quantity

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 943 Original Sheet No. 943 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Total ELA
WLA/ELA Zone Boundary Entry Quantity
Venice System
Monroe Line
Clinton Line
ELA/M1 Zone Boundary Exit Quantity

(4) Zone Boundary Entry and Exit Quantities (Dth/D):

ETX/M1 ENTRY
24" M1/M2 EXIT
24" M1/M2 ENTRY
ELA/M1 ENTRY
30" M1/M2 EXIT
30" M1/M2 ENTRY
TXG ETX/M1 ENTRY
TXG WLA/M1 ENTRY
TXG M1/M2 EXIT
TXG M1/M2 ENTRY
TGC STX/M1 ENTRY
TGC WLA/M1 ENTRY
TGC M1/M2 EXIT
TGC M1/M2 ENTRY
M2/M3 EXIT
M2/M3 ENTRY

Effective Date: 06/01/1993 Status: Effective
FERC Docket: RS92- 11-009

Original Sheet No. 944 Original Sheet No. 944 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Texas Eastern's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

Effective Date: 06/01/1993 Status: Effective

FERC Docket: RS92- 11-009

Original Sheet No. 945 Original Sheet No. 945 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

First Revised Sheet No. 946 First Revised Sheet No. 946 : Effective
Superseding: Original Sheet No. 946

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES LLFT and VKFT
(Continued)

Deal No.:

Texas Eastern Addendum Contract No.:
Capacity Release Umbrella Agreement No.:

Addendum No.
Capacity Release
Rate Schedule ____

Replacement Customer:

Releasing Customer:

Releasing Customer's Contract No.:

Begin Date of Release:

End Date of Release:

Rates: [Volumetric or Reservation]

Reservation Charge \$

Surcharges:

Description	Rate
	\$
	\$
	\$
	\$

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

First Revised Sheet No. 947 First Revised Sheet No. 947 : Effective
Superseding: Original Sheet No. 947

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES LLFT and VKFT
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): (Dth)

Billable Quantities:

Service:

From	To	Quantity
------	----	----------

Capacity Rights:

(1) Path:

From Point:

To Point:

(2) Detail:

Path	Location Description	Entitlements (Dth/D)
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Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

First Revised Sheet No. 948 First Revised Sheet No. 948 : Effective
Superseding: Original Sheet No. 948

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES LLFT and VKFT
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Texas Eastern's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

Effective Date: 10/03/1993 Status: Effective
FERC Docket: RP93-192-000

First Revised Sheet No. 949 First Revised Sheet No. 949 : Effective
Superseding: Original Sheet No. 949

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES LLFT and VKFT
(Continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ____

Other Terms and Conditions of Release: [e.g., restrictions on release,
third party agent and terms of third party agency relationship, and
agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Effective Date: 10/01/1993 Status: Effective

FERC Docket: CP92-459-002

Sheet Nos. 950-999 Sheet Nos. 950-999 : Effective

Sheet Nos. 950-999 are being
reserved for future use.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97- 3-007

Fourth Revised Sheet No. 1000 Fourth Revised Sheet No. 1000 : Effective
Superseding: Third Revised Sheet No. 1000

INDEX OF FIRM CUSTOMERS

In accordance with Section 284.106(c) of the Commission's Regulations, Pipeline maintains an index of firm customers on its Linkp System in a downloadable format. An index of firm customers is also posted on the Web site.

Effective Date: 12/23/1996 Status: Effective

FERC Docket: GT97- 12-000

Third Revised Sheet Nos. 1001-1011 Third Revised Sheet Nos. 1001-1011 : Effective
Superseding: Second Revised Sheet Nos. 1001-1011

Third Revised Sheet Nos. 1001-1011
are being reserved for future use.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: GT96-44-000

Second Revised Sheet No. 1002 Second Revised Sheet No. 1002 : Superseded

Superseding: First Revised Sheet No. 1002

INDEX OF FIRM CUSTOMERS

Name of Customer -----	Rate Schedule -----	Contract Quantity Dth -----	Contract Number -----	Effective Date -----	End of Primary Term -----
Colonial Gas Company	CDS	10,415	800288	06/01/93	10/31/12
	CDS	233	800419	09/01/94	10/31/12
	CDS	307	800420	09/01/94	10/31/12
	CDS	83	800469	09/09/94	10/31/12
	CDS	110	800470	09/09/94	10/31/12
	FSS-1	25,020	400519	12/01/94	04/30/12
	FT-1	2,222	330869	06/01/93	10/31/12
	FT-1	1,951	800289	06/01/93	10/31/09
	FT-1	7,918	800313	06/01/93	10/31/12
	FT-1	1,996	800350	10/01/93	10/31/01
	FT-1	104	800400	10/01/94	10/31/12
	FTS-7	3,016	331700	06/01/93	04/15/00
	FTS-8	985	331800	06/01/93	03/31/06
	SS-1	468,466	400200	12/01/94	04/30/13
Columbia Gas of Ohio, Inc.	FT-1	11,000	800346	10/01/93	10/31/99
Columbia Gas of Pennsylvania, Inc.	CDS	7,000	800387	11/01/93	10/31/03
	FT-1	14,835	800388	11/01/93	10/31/03
Columbia Gas Transmission Corporation	CTS	80,000	330751	06/01/93	10/31/10
	FT-1	18,021	800386	11/01/93	10/31/01
	FT-1	517	800399	11/01/93	10/31/99
Columbia, Kentucky, City of	SCT	2,067	800012	06/01/93	10/31/12
Commonwealth Gas Company	CDS	32,150	800290	06/01/93	10/31/12
	CDS	1,015	800421	09/01/94	10/31/12
	CDS	1,342	800422	09/01/94	10/31/12
	FSS-1	80,520	400506	09/01/94	04/30/12
	FT-1	49,624	800291	06/01/93	10/31/12
	FT-1	4,781	800351	10/01/93	10/31/01
	FTS	10,380	330842	06/01/93	10/31/09
	FTS-7	6,267	331701	06/01/93	04/15/00
	SS-1	610,599	400145	06/01/93	04/30/12
	SS-1	404,670	400146	06/01/93	04/30/13
	SS-1	1,916,400	400147	06/01/93	04/30/12
	SS-1	22,820	412007	09/01/94	10/31/12
Community Natural Gas Company	SCT	1,032	800013	06/01/93	10/31/12

Effective Date: 12/01/1995 Status: Effective
 FERC Docket: GT96-44-000

Second Revised Sheet No. 1003 Second Revised Sheet No. 1003 : Superseded
 Superseding: First Revised Sheet No. 1003

INDEX OF FIRM CUSTOMERS

Name of Customer	Rate Schedule	Contract Quantity Dth	Contract Number	Effective Date	End of Primary Term
Connecticut Natural Gas Corporation	CDS	30,000	800380	12/01/93	10/31/01
	CDS	644	800423	09/01/94	10/31/12
	CDS	851	800424	09/01/94	10/31/12
	FSS-1	51,060	400507	09/01/94	04/30/12
	FT-1	6,340	800294	06/01/93	10/31/01
	FT-1	4,231	800295	06/01/93	10/31/01
	FT-1	16,970	800341	12/01/93	10/31/01
	SS-1	261,719	400148	06/01/93	04/30/01
	SS-1	246,470	400149	06/01/93	04/30/04
	SS-1	1,275,780	400150	06/01/93	04/30/04
SS-1	14,490	412008	09/01/94	10/31/12	
Consolidated Edison Company of New York, Inc.	CDS	77,663	800410	10/01/94	10/31/13
	CDS	181	800425	09/01/94	10/31/12
	CDS	240	800426	09/01/94	10/31/12
	FSS-1	14,400	400508	09/01/94	04/30/12
	FTS	3,075	330836	06/01/93	10/31/09
	FTS-7	23,115	331002	06/01/93	04/15/00
	SS-1	4,154,816	400205	12/01/94	04/30/13
Consumers Gas Company for Albion, Illinois	SCT	4,203	800014	06/01/93	10/31/12
Consumers Gas Company for Carmi, Illinois	SCT	5,538	800015	06/01/93	10/31/12
Consumers Gas Company for Omaha, Illinois	SCT	1,320	800016	06/01/93	10/31/12
Corning Natural Gas Corporation	FT-1	860	800358	10/01/93	10/31/01
Creal Springs, Illinois, City of	SCT	661	800017	06/01/93	10/31/12
Crossville, Illinois, Village of	SCT	886	800018	06/01/93	10/31/12
Delmarva Power & Light Company	FT-1	20,000	800378	11/01/94	10/31/14
	FT-1	10,000	800475	11/01/95	10/31/16
	LLFT	20,782	870010	11/01/94	10/31/14
East Ohio Gas Company, The	CDS	30,000	800360	10/01/93	10/31/00
	FT-1	50,000	800216	06/01/93	10/31/00
	FT-1	20,762	800349	10/01/93	10/31/00
	FT-1	44,127	800359	10/01/93	10/31/00
Eastex Hydrocarbons	FT-1	1,200	800510	04/01/95	03/31/96
Edmonton, Kentucky, City of	SCT	560	800019	06/01/93	10/31/12

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Name of Customer	Rate Schedule	Contract Quantity Dth	Contract Number	Effective Date	End of Primary Term
Elizabethtown Gas Company	CDS	20,220	800217	06/01/93	10/31/12
	CDS	3,603	800361	10/01/93	10/31/01
	FT-1	2,829	800338	08/01/93	10/31/01
	FT-1	1,348	800392	11/01/93	10/31/01
	FTS	1,520	330837	06/01/93	10/31/09
	FTS-2	5,394	330788	06/01/93	03/31/02
	FTS-4	5,000	330167	06/01/93	12/01/08
	FTS-4	5,000	330874	06/01/93	12/01/09
	FTS-5	10,000	330212	06/01/93	03/31/12
	FTS-5	6,666	330917	06/01/93	03/31/12
	FTS-7	14,298	331720	11/10/94	04/15/15
	FTS-8	8,469	331013	06/01/93	03/31/06
SS-1	379,911	400196	10/01/94	04/30/12	
Enfield, Illinois, Village of	SCT	823	800020	06/01/93	10/31/12
Equitable Gas Company	FT-1	109,207	800342	09/01/93	10/31/12
Fall River Gas Company	CDS	1,013	800109	06/01/93	10/31/12
	CDS	327	800430	09/01/94	10/31/12
	CDS	17,048	800463	09/01/94	10/31/12
	FSS-1	19,620	400510	09/01/94	04/30/12
	FTS-7	1,871	331702	06/01/93	04/15/00
	SS-1	641,735	400187	09/01/94	04/30/13
Flora, Mississippi, Town of	SCT	1,097	800022	06/01/93	10/31/12
Fulton, Mississippi, Town of	SCT	1,610	800021	06/01/93	10/31/12
Gas Utility District No. 2 of Pointe Coupee Parish, Louisiana	SCT	2,100	800023	06/01/93	10/31/12
Gloster, Mississippi, Town of	SCT	649	800024	06/01/93	10/31/12
Grayville, Illinois, City of	SCT	1,300	800025	11/01/93	10/31/12
Harrisburg, Arkansas, City of	SCT	1,773	800026	06/01/93	10/31/12
Hope Gas, Incorporated	SCT	5,000	800170	09/01/93	10/31/99
Horton Highway Utility District	SCT	1,446	800028	06/01/93	10/31/12
Huntingburg, Indiana, City of	SCT	2,952	800029	06/01/93	10/31/12
Indiana Gas Company	SCT	3,810	800171	11/01/93	10/31/98
	SS-1	213,750	400109	06/01/93	04/30/98
Indiana Natural Gas Corporation for French Lick, Indiana	SCT	1,777	800032	06/01/93	10/31/12
Indiana Natural Gas Corporation for DuBois and Haysville, Indiana	SCT	662	800031	06/01/93	10/31/12

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Name of Customer -----	Rate Schedule -----	Contract Quantity Dth -----	Contract Number -----	Effective Date -----	End of Primary Term -----
James River Paper Co., Inc.	FT-1	5,000	800444	09/01/94	08/31/99
Jasper, Indiana, City of	SCT	5,242	800033	06/01/93	10/31/12
Jonesboro, Illinois, City of	SCT	650	800034	11/01/93	10/31/12
Kennett, Missouri, City of	SCT	4,826	800035	11/01/93	10/31/12
	SS-1	121,230	400108	06/01/93	04/30/12
Lafayette, Tennessee, City of	SCT	1,599	800036	06/01/93	10/31/12
Lawrenceburg Gas Company	SCT	1,500	800038	09/01/93	10/31/99
Lawrenceburg, Tennessee, City of	SCT	5,538	800037	06/01/93	10/31/12
Lebanon, Tennessee, City of	SCT	5,987	800039	06/01/93	10/31/12
	SS-1	24,930	400104	06/01/93	04/30/12
Liberty, Kentucky, City of	SCT	1,326	800040	06/01/93	10/31/12
Long Island Lighting Company	CDS	8,106	800103	08/01/93	10/31/00
	CDS	25,001	800222	08/01/93	10/31/01
	CDS	12,578	800362	10/01/93	10/31/00
	FTS	1,110	330838	06/01/93	10/31/09
	FTS-4	22,500	330168	06/01/93	12/01/08
	FTS-5	15,000	330213	06/01/93	03/31/12
	FTS-5	15,000	330908	06/01/93	03/31/12
	FTS-5	20,000	330911	06/01/93	03/31/12
	FTS-8	14,771	331014	06/01/93	03/31/06
	SS-1	934,290	400117	08/01/93	04/30/01
Loretto, Tennessee, City of	SCT	348	800041	06/01/93	10/31/12
Mantachie Natural Gas District	SCT	913	800042	02/01/95	10/31/12
Meadville, Mississippi, Town of	SCT	371	800043	06/01/93	10/31/12
Middle Tennessee Natural Gas	SCT	1,000	800176	02/01/95	10/31/12
Middleborough, Massachusetts, Town of	FT-1	116	800298	06/01/93	10/31/12
	SCT	337	800110	06/01/93	10/31/12
	SCT	755	800154	06/01/93	10/31/12
	SCT	35	800162	08/01/93	10/31/12
	SCT	119	800165	10/01/93	10/31/12
	SS-1	9,566	400157	06/01/93	04/30/12
	SS-1	1,610	400158	06/01/93	04/30/13
Midwest Natural Gas Corporation for Brownstown and Medora, Indiana	SCT	1,823	800044	06/01/93	10/31/02
Midwest Natural Gas Corporation for North Vernon, Indiana	SCT	4,794	800045	09/01/93	10/31/02
Mississippi Gas Corporation for Leblanc, Louisiana	SCT	1,459	800046	06/01/93	10/31/12

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Name of Customer -----	Rate Schedule -----	Contract Quantity Dth -----	Contract Number -----	Effective Date -----	End of Primary Term -----
Mississippi Gas Corporation for Reeves, Louisiana	SCT	239	800047	06/01/93	10/31/12
Mississippi Valley Gas Company	SS-1	518,220	400124	06/01/93	04/30/01
Mississippi Valley Gas Company for Ethel, Mississippi	SCT	185	800048	06/01/93	10/31/12
Mississippi Valley Gas Company for McCool, Mississippi	SCT	111	800089	06/01/93	10/31/12
Morganza, Louisiana, Village of	SCT	760	800049	06/01/93	10/31/12
Mt. Carmel Public Utility Company	SCT	5,214	800050	06/01/93	10/31/12
Mueller Copper Tube Company	FT-1	800	830007	10/01/95	09/30/02
Napoleon, Indiana, Town of	SCT	170	800051	06/01/93	10/31/12
National Fuel Gas Distribution Corporation	CDS	20,000	820004	11/01/95	10/31/05
	FT-1	52,652	830016	11/01/95	10/31/00
	FT-1	44,313	830017	11/01/95	10/31/01
National Fuel Gas Supply Corporation	CDS	3,077	800343	08/01/93	10/31/99
National Gas & Oil Corporation	FT-1	15,275	800263	06/01/93	10/31/12
	SS-1	399,192	400213	06/01/93	04/30/12
New Harmony, Indiana, Town of	SCT	897	800052	06/01/93	10/31/12
New Jersey Natural Gas Company	CDS	27,000	800344	10/01/93	10/31/99
	CDS	12,000	800506	05/01/95	10/31/10
	CDS	15,476	820006	11/01/95	10/31/00
	CDS	109,560	820007	12/01/95	10/31/02
	FTS	1,060	330839	06/01/93	10/31/09
	FTS-2	10,789	330789	06/01/93	03/31/02
	FTS-4	40,000	331400	07/01/95	12/01/08
	FTS-5	35,000	331500	07/01/95	03/31/12
	FTS-7	34,038	331004	06/01/93	04/15/00
	FTS-8	9,552	331015	06/01/93	03/31/06
	SS	2,180,010	412004	06/01/93	10/31/98
	SS-1	3,973,146	400188	07/01/95	04/30/01
New Roads, Louisiana, Town of	SCT	2,400	800053	06/01/93	10/31/12

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Name of Customer -----	Rate Schedule -----	Contract Quantity Dth -----	Contract Number -----	Effective Date -----	End of Primary Term -----
New York State Electric & Gas Corporation	FT-1	29,386	800402	05/01/94	10/31/00
NGC Transportation, Inc.	FT-1	50,000	800511	11/01/95	03/31/96
Niagara Mohawk Power Corporation	FT-1	72,166	800249	06/01/93	10/31/99
	FT-1	23,935	800365	10/01/93	10/31/01
Norris City, Illinois, Village of	SCT	1,263	800054	06/01/93	10/31/12
North Attleboro Gas Company	CDS	727	800302	06/01/93	10/31/12
	CDS	12	800433	09/01/94	10/31/12
	CDS	16	800434	09/01/94	10/31/12
	FSS-1	960	400512	09/01/94	04/30/12
	FT-1	79	800352	10/01/93	10/31/01
	FTS	77	330843	06/01/93	10/31/09
	SS-1	27,602	400220	10/01/95	04/30/13
North Jersey Energy Associates	FTS-5	10,508	330181	06/01/93	03/31/12
Northeast Energy Associates	FTS-5	14,000	330182	06/01/93	03/31/12
Northern Utilities, Inc.	CDS	64	800436	09/01/94	10/31/12
	CDS	59	800464	10/01/94	10/31/12
	FSS-1	3,840	400513	09/01/94	04/30/12
	FT-1	965	800384	11/01/93	10/31/09
	SS-1	1,470	400215	12/01/94	04/30/13
Norwich, Connecticut, City of	FTS-7	583	331703	06/01/93	04/15/13
	SCT	4,762	800155	06/01/93	10/31/12
	SS-1	50,903	400159	06/01/93	04/30/12
	SS-1	17,220	400160	06/01/93	04/30/13
	SS-1	54,720	400161	06/01/93	04/30/12
Onyx Pipeline Company, L.C.	FT-1	1,000	800509	04/01/95	03/31/96
Orange and Rockland Utilities, Inc.	CDS	384	800437	09/01/94	10/31/12
	CDS	507	800438	09/01/94	10/31/12
	FSS-1	30,420	400514	09/01/94	04/30/12
	FT-1	10,836	800403	05/01/94	10/31/12
	SS-1	99,961	400216	11/01/94	04/30/13
Osage Natural Gas Company	SCT	424	800056	06/01/93	10/31/98
Osgood, Indiana, Town of	SCT	1,249	800057	06/01/93	10/31/12
Oxford Natural Gas Company	SCT	5,236	800058	06/01/93	10/31/03

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PECO Energy Company	CDS	49,286	800407	09/01/94	10/31/01
	FT-1	35,000	800231	08/01/93	10/31/01
	FT-1	29,210	800503	11/17/95	10/31/15
	FTS-2	13,486	330614	06/01/93	03/31/02
	FTS-7	24,170	331718	11/10/94	04/15/15
	FTS-8	9,850	331817	11/10/94	03/31/15
	LLFT	29,913	870162	05/08/95	10/31/15
	SS-1	2,616,030	400120	08/01/93	04/30/01
	SS-1	726,670	400130	08/01/93	04/30/01
	SS-1	1,466,737	400208	08/01/93	04/30/01
Penn Fuel Gas, Incorporated	CDS	16,136	800376	10/01/93	10/31/05
	FT-1	869	800390	11/01/93	10/31/99
	FT-1	17,113	800404	11/01/94	10/31/12
	FTS-5	2,000	330872	06/01/93	03/31/12
	FTS-5	2,000	330921	05/01/94	03/31/12
	SS-1	541,911	400190	05/01/94	04/30/12
Peoples Natural Gas Company, The	FT-1	50,981	800405	11/01/95	10/31/00
Philadelphia Gas Works	CDS	75,000	800232	06/01/93	10/31/03
	FT-1	59,822	800233	06/01/93	10/31/03
	FT-1	6,000	800377	11/01/94	10/31/14
	FTS-2	5,394	330791	06/01/93	03/31/02
	FTS-7	7,470	331006	06/01/93	04/15/00
	FTS-8	25,702	331016	06/01/93	03/31/06
	LLFT	6,235	870009	11/01/94	10/31/14
	SS-1	2,647,080	400121	06/01/93	04/30/12
	SS-1	2,462,120	400209	06/01/93	04/30/12
	T. W. Phillips Gas & Oil Company	FT-1	4,999	800237	06/01/93
FT-1		3,114	800238	06/01/93	10/31/12
Piedmont Natural Gas Company	SCT	1,677	800059	06/01/93	10/31/12
Poseyville, Indiana, Town of	SCT	767	800060	06/01/93	10/31/12
Progas U.S.A., Inc.	FT-1	29,000	800474	11/01/93	10/31/11
Providence Gas Company, The	CDS	50,219	800303	06/01/93	10/31/12
	CDS	715	800439	09/01/94	10/31/12
	CDS	944	800440	09/01/94	10/31/12
	FSS-1	56,640	400515	09/01/94	04/30/12
	FT-1	1,814	800353	10/01/93	10/31/01
	FT-1	3,671	800393	11/01/93	10/31/01
	FTS	6,377	330844	06/01/93	10/31/09
	FTS-5	248	330907	06/01/93	03/31/12
	FTS-7	8,462	331704	06/01/93	04/15/00
	FTS-8	79	331801	06/01/93	03/31/06
	SS-1	637,173	400170	06/01/93	04/30/12
	SS-1	168,350	400171	06/01/93	04/30/13
	SS-1	366,480	400172	06/01/93	04/30/12
	SS-1	16,030	412016	09/01/94	10/31/12

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Superseding: First Revised Sheet No. 1009

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Name of Customer	Rate Schedule	Contract Quantity Dth	Contract Number	Effective Date	End of Primary Term
Public Service Electric and Gas Company	CDS	150,000	800234	06/01/93	10/31/02
	FT-1	67,542	800104	06/01/93	10/31/02
	FT-1	5,117	800273	06/01/93	10/31/00
	FT-1	79,358	800320	06/01/93	10/31/02
	FT-1	7,690	800368	10/01/93	10/31/00
	FT-1	85,000	800473	11/01/94	10/31/16
	FTS	12,315	330840	06/01/93	10/31/09
	FTS-2	25,018	330792	06/01/93	03/31/02
	FTS-4	40,000	330402	06/01/93	12/01/08
	FTS-5	45,084	330915	06/01/93	03/31/12
	FTS-7	97,915	331007	06/01/93	04/15/00
	FTS-8	60,069	331017	06/01/93	03/31/06
	LLFT	88,321	870017	11/01/93	10/31/16
	SS	1,453,340	417738	06/01/93	10/31/01
	SS-1	3,737,160	400122	06/01/93	04/30/01
SS-1	1,367,765	400129	06/01/93	04/30/01	
Public Service of North Carolina, Inc.	FT-1	8,186	800513	11/01/95	10/31/01
	FT-1	5,206	800369	10/01/93	10/31/01
Pulaski, Tennessee, City of	SCT	4,763	800061	06/01/93	10/31/12
Red Bay, Alabama, Town of	SCT	1,209	800062	06/01/93	10/31/12
Richmond, City of - Department of Public Utilities	SCT	3,422	800166	10/01/93	10/31/01
River Gas Company, The	SCT	1,409	800168	10/01/93	10/31/01
Rochester Gas & Electric Corporation	FT-1	12,500	800248	06/01/93	10/31/99
	FT-1	31,162	800370	11/01/95	10/31/00
Smyrna, Tennessee, Town of	SCT	3,308	800063	06/01/93	10/31/12
	SCT	271	800113	06/01/93	10/31/12
Somerset, Kentucky, City of	SCT	5,987	800064	06/01/93	10/31/12
	SS-1	12,420	400110	06/01/93	04/30/12
Southern Connecticut Gas Company, The	CDS	26,017	800304	06/01/93	10/31/12
	FT-1	16,853	800269	06/01/93	10/31/12
	FT-1	5,249	800305	06/01/93	10/31/12
	FT-1	4,922	800306	06/01/93	10/31/09
	FT-1	2,970	800354	10/01/93	10/31/01
	FTS-5	6,667	330913	06/01/93	03/31/12
	SS	184,940	412000	06/01/93	10/31/12
	SS-1	1,183,438	400192	05/01/94	04/30/12
Southern Indiana Gas and Electric Company	SCT	2,080	800065	06/01/93	10/31/02

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Name of Customer	Rate Schedule	Contract Quantity Dth	Contract Number	Effective Date	End of Primary Term
Starks Water and Gas Inc.	SCT	481	800066	06/01/93	10/31/12
Tamms, Illinois, Village of	SCT	1,126	800067	06/01/93	10/31/12
Tennessee River Development Company	SCT	306	800068	06/01/93	10/31/10
Texas-Ohio Gas, Inc.	CDS	158	800482	11/01/94	10/31/12
Thebes, Illinois, Village of	SCT	308	800069	06/01/93	10/31/12
Tompkinsville, Kentucky, City of	SCT	1,526	800070	06/01/93	10/31/12
UGI Utilities, Inc.	CDS	25,000	800239	06/01/93	10/31/01
	CDS	41,000	800397	11/01/93	10/31/00
	FT-1	25,000	800240	06/01/93	10/31/01
	FT-1	4,000	800345	10/01/93	10/31/99
	FT-1	30,000	800373	11/01/93	10/31/14
	FT-1	32,475	800394	11/01/93	10/31/17
	FT-1	10,000	800468	11/01/95	10/31/15
	FT-1	4,000	800504	11/01/95	10/31/15
	FTS-5	6,667	330910	06/01/93	03/31/12
	FTS-7	5,880	331721	11/10/94	04/15/15
	LLFT	10,391	870001	11/01/93	03/31/13
	LLFT	10,424	870004	11/01/94	10/31/13
	SS-1	702,720	400180	11/01/93	04/15/01
Union Electric Company	CDS	5,036	800241	06/01/93	10/31/01
	FT-1	11,750	800242	06/01/93	10/31/01
	SS-1	93,420	400106	06/01/93	04/30/01
	SS-1	438,639	400211	06/01/93	04/30/01
Union Gas Services, Inc.	LLFT	10,381	870163	11/01/95	03/31/96
United Cities Gas Company	CDS	3,625	800243	06/01/93	10/31/01
	CDS	1,450	800275	06/01/93	10/31/01
	FT-1	11,457	830019	11/01/95	10/31/01
	FT-1	393	830018	11/01/95	10/31/01
	FT-1	5,000	830005	06/01/95	10/31/01
	FTS-7	3,177	331018	06/01/93	04/15/00
	SS-1	337,778	400219	02/01/95	04/30/01
Utica, Mississippi, Town of	SCT	631	800071	06/01/93	10/31/12
Valley Gas Company	FTS-5	1,000	330870	06/01/93	03/31/12

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Virginia Natural Gas, Inc.	FT-1	13,284	830015	11/01/95	10/31/00
Washington Gas Light Company	FT-1	23,459	800371	10/01/93	10/31/01
Weir, Mississippi, Town of	SCT	207	800072	06/01/93	10/31/12
Woodward Marketing, Inc.	CDS	6,706	800484	11/03/94	10/31/99
	FT-1	13,294	800486	11/03/94	10/31/99
Yankee Gas Services Company	CDS	14,233	800441	09/01/94	10/31/12
	CDS	1,064	800442	09/01/94	10/31/12
	FSS-1	63,840	400516	09/01/94	04/30/12
	FT-1	5,078	800107	06/01/93	10/31/12
	FT-1	125	800108	06/01/93	10/31/12
	FT-1	41,980	800308	06/01/93	10/31/12
	FT-1	39	800311	06/01/93	10/31/06
	FT-1	6,066	800315	06/01/93	10/31/09
	FT-1	3,015	800316	06/01/93	10/31/01
	FT-1	3,660	800355	10/01/93	10/31/01
	FT-1	15,164	800476	11/01/94	10/31/14
	SS-1	1,685,565	400191	09/01/94	04/30/13

