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Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-192-000

Original Sheet No. 0A Sea Robin Pipeline Company: First Revised Volume No. 1
Original Sheet No. 0A : Superseded
Superseding: Original Sheet No. 0

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1
(Superseding Original Volume No. 1)

of

SEA ROBIN PIPELINE COMPANY

Filed With

Federal Energy Regulatory Commission

Communications Concerning Tariff Should be Addressed to:

President

SEA ROBIN PIPELINE COMPANY
1900 5TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203
(205) 325-7696
(205) 327-2253

Effective Date: 09/01/1999 Status: Effective

FERC Docket: RP99-238-000

Fourth Revised Sheet No. 2 Fourth Revised Sheet No. 2 : Superseded
Superseding: Third Revised Sheet No. 2

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Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

Second Revised Sheet No. 3 Second Revised Sheet No. 3 : Superseded

Superseding: First Sub. First Rev. Sheet No. 3

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Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-79-003

Original Sheet No. 5 Original Sheet No. 5 : Superseded

PRELIMINARY STATEMENT

Sea Robin Pipeline Company is an unincorporated joint venture organized under the laws of the State of Louisiana, whose owners are Southern Offshore Pipeline Company and Southern Deepwater Pipeline Company, each of which is a corporation organized under the laws of the State of Delaware. Sea Robin Pipeline Company is a natural gas company engaged in the transportation of natural gas in interstate commerce.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-79-003

Original Sheet No. 6 Original Sheet No. 6 : Superseded

System Map

Effective Date: 10/01/1997 Status: Effective

FERC Docket: TM98-1-6-000

Sixth Revised Sheet No. 7 Sixth Revised Sheet No. 7 : Superseded
Superseding: Second Substitute Fifth Rev. Sheet No. 7

FIRM TRANSPORTATION RATES
RATE SCHEDULE FTS

Reservation Charge (per Dth of Contract Quantity)

Maximum	\$2.11
Minimum	\$0.00

Commodity Rates Per Dth(1)

Maximum/Maximum Including Surcharges	\$.003/\$.005
Minimum	\$.003

Capacity Release Rates (volumetric)

Maximum	\$.071
---------	--------

Fuel Pro Rata Share

(1) Pursuant to Section 19 of the General Terms and Conditions, the volumetric charges shall be increased to include the ACA unit rate of \$.0023 per Dth.

Effective Date: 11/03/1997 Status: Effective
FERC Docket: RP97-411-005

Second Revised Sheet No. 7A Second Revised Sheet No. 7A : Superseded
Superseding: First Sub. First Rev. Sheet No. 7a

FIRM TRANSPORTATION RATES
RATE SCHEDULE FTS-2

Shipper shall pay either A or B, as applicable, under this Rate Schedule FTS-2:

A. Volumetric Charge	Per Dth(1)
Maximum/Maximum Including Surcharges	\$0.080/\$0.0822
Minimum	\$0.004
B. Reservation Charge (per Dth of Contract Quantity)	
Maximum	\$2.26
Minimum	\$0.00
Commodity Charge	Per Dth(1)
Maximum/Maximum Including Surcharges	\$0.004/\$0.0062
Minimum	\$0.004
Fuel	Pro Rata Share

(1) Pursuant to Section 19 of the General Terms and Conditions, the volumetric charges shall be increased to include the ACA unit rate of \$0.0022 per Dth.

Effective Date: 10/01/1997 Status: Effective

FERC Docket: TM98-1-6-000

Sixth Revised Sheet No. 8 Sixth Revised Sheet No. 8 : Superseded
Superseding: Fifth Revised Sheet No. 8

INTERRUPTIBLE TRANSPORTATION RATES
RATE SCHEDULE ITS

Commodity Rates	Per Dth(1)
Maximum/Maximum Including Surcharges	\$0.074/\$0.076
Minimum	\$0.003

(1) Pursuant to Section 19 of the General Terms and Conditions, the volumetric charges shall be increased to include the ACA unit rate of \$0.0023 per Dth.

Effective Date: 10/01/1997 Status: Effective

FERC Docket: TM98-1-6-000

Sixth Revised Sheet No. 9 Sixth Revised Sheet No. 9 : Superseded
Superseding: Fifth Revised Sheet No. 9

SEA ROBIN PIPELINE COMPANY
STATEMENT OF EFFECTIVE TRANSPORTATION RATES

The rates set forth below are applicable to Sea Robin Pipeline Company Transportation Rate Schedules listed below as they now exist or as they may be lawfully changed from time to time in accordance with the provisions of the respective rate schedules.

Rate Schedule

x-28

Demand	\$2.11/Dth(1)
Commodity/Commodity Including Surcharges	\$0.003/\$0.005 Dth (2)

(1) The Demand Charge (per Dth) shall be the amount determined by multiplying Shipper's currently effective Contract Demand times the average system thermal content set forth in Section 5.2 of the General Terms and Conditions by the demand rate shown on this Sheet No. 9.

(2) Pursuant to Section 19 of the General Terms and Conditions, the volumetric charges shall be increased to include the ACA unit rate of \$0.0023 per Dth.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-192-000

Second Revised Sheet No. 10 Second Revised Sheet No. 10 : Superseded
Superseding: First Revised Sheet No. 10

TRANSPORTATION RATES FOR
LIQUIDS AND LIQUEFIABLES

For production from wells connected on or before December 31, 1981:

Liquids	-	55.0¢ per barrel
	-	11.0¢ per barrel for short-haul service
Liquefiabiles	-	the lesser of (i) the maximum ITS rate or (ii) 4.5¢ per Dth per 100 miles prorated to the actual mileage 1/

For production from wells connected on or after January 1, 1982:

Liquids	-	\$1.025 per barrel if any part of the service is offshore
	-	31¢ per barrel if the service is onshore
	-	20% of the applicable offshore or on onshore rate for short-haul service
Liquefiabiles	-	the lesser of (i) the maximum ITS rate or (ii) 10.25¢ per Dth per 100 miles of offshore transportation prorated to the actual mileage offshore, plus 3.1¢ per Dth per 100 miles of onshore transportation prorated to the actual mileage onshore

1/ Based on a Btu content of 1000 Btu per cubic foot.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

First Revised First Revised Sheet No. 14 First Revised First Revised Sheet No. 14 : Superseded
Superseding: First Revised Sheet No. 14

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 DAY - A period of twenty-four (24) consecutive hours commencing at 9:00 a.m. Central Clock Time or such other period as the parties may agree upon.

1.2 MONTH - A period of one calendar month commencing at 9:00 a.m. Central Clock Time on the first day of such month.

1.3 YEAR - A period of three hundred sixty-five (365) consecutive days commencing and ending at 9:00 a.m. Central Clock Time, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

1.4 BTU - A British Thermal Unit measured at a pressure of 14.73 pounds per square inch absolute (psia) at 60 degrees Fahrenheit on a dry basis.

1.5 MMBtu - 1,000,000 Btu's. One MMBtu is equivalent to one dekatherm.

1.6 NATURAL GAS - The term "natural gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in gaseous state, consisting essentially of methane.

1.7 CUBIC FOOT - The quantity of natural gas necessary to fill a cubic foot of space at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 psia.

1.8 MCF - 1,000 cubic feet of natural gas.

1.9 AGREEMENT - The term "Agreement" shall mean, as applicable, an ITS Agreement as defined in Rate Schedule ITS, an FTS Agreement as defined in Rate Schedule FTS between Transporter and Shipper, an FTS-2 Agreement as defined in Rate Schedule FTS-2, or a Temporary Capacity Release Agreement as described in Section 21 herein.

1.10 MDQ - The term "MDQ" shall mean the maximum daily quantity of gas which Transporter is to receive or deliver at each Receipt or Delivery Point or in the aggregate, in accordance with the terms of the Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

1.15 (continued)

compressor fuel, gas vented, gas used and accounted for in pipeline operations, and Plant Volume Reduction, each of the foregoing being adjusted to such degree as is practicable for variations in gas volume due to transport of Liquids.

1.16 PRO RATA SHARE - The term "Pro Rata Share" shall mean the ratio that each monthly volume of gas delivered to Transporter by or for the account of Shipper bears to the total monthly volume of gas delivered to Transporter from all sources during such month.

1.17 LIQUIDS - The term "Liquids" shall mean those hydrocarbon liquids (commonly called "condensate") produced in association with gas transported through the System and which are injected into the System and finally removed from the System at a liquid separation facility; provided however, that Liquids shall not include crude oil.

1.18 LIQUEFIABLES - The term "Liquefiabiles" shall mean those hydrocarbons included in the gas stream measured at the Delivery Point measurement station which are (i) liquefied by, recovered by, lost and/or consumed by a gas processing plant and which are not redelivered to the System downstream of such plant and (ii) produced in conjunction with gas transported through the System.

1.19 SEPARATOR GAS - The term "Separator Gas" shall mean that quantity of gas given off by the Liquids upon separation in the process of separating the Liquids from the gas.

1.20 LIQUIDS TRANSPORTATION AGREEMENT - An agreement between Transporter and another party providing for the transportation by Transporter of liquids owned by such other party.

1.21 LIQUEFIABLES TRANSPORTATION AGREEMENT - An agreement between Transporter and the party for whose account gas is to be processed for the removal of liquefiabiles providing for the transportation of the liquefiabiles on behalf of such party.

Effective Date: 06/30/2000 Status: Effective

FERC Docket: RP00-301-000

Fifth Revised Sheet No. 17 Fifth Revised Sheet No. 17 : Superseded

Superseding: Fourth Revised Sheet No. 17

GENERAL TERMS AND CONDITIONS

(Continued)

1.22 SoNet Premier - Transporter's electronic computer system as more specifically described in Section 24 hereof. SoNet Premier is also referred to herein, from time to time, as SoNet.

1.23 SCADA - Is the acronym for Supervisory Control and Data Acquisition, the name given electronic measurement and communication equipment on the System.

1.24 Dekatherm (Dth) - The Standard thermal unit for purposes of nominations, scheduling, invoicing and balancing in the United States. One Dth is equivalent to one MMBtu.

1.25 Central Clock Time - The time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise specified herein, all times stated in this tariff are Central Clock Time.

1.26 Business day - Monday through Friday, excluding Federal Banking holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.

1.27 Critical notices - Those notices issued by Transporter which contain information about conditions that affect scheduling of service by Transporter or adversely affect scheduled gas flow.

1.28 GISB - The Gas Industry Standards Board.

1.29 GISB Standard - The standards issued by GISB and adopted by the Federal Energy Regulatory Commission in its regulations governing interstate natural gas companies.

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-374-000

First Revised Sheet No. 17.01 First Revised Sheet No. 17.01 : Superseded
Superseding: Original Sheet No. 17.01

1.30 Gigajoule - The Standard quantity for nominations, confirmations and scheduling per gas day in Canada. One gigajoule is equivalent to 1,000,000,000 joules. For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard joule is the joule specified in the SI system of units.

1.31 PDA - a predetermined allocation. The types of PDA's are as follows:

(a) Ranked PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the line item nomination with the lowest rank value is allocated before the next sequentially higher-ranked line item nomination.

(b) Pro Rata PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the total quantity to be allocated is multiplied by the ratio established by taking each scheduled line item and dividing it by the total line items applicable to the quantity to be allocated.

(c) Percentage PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the allocation is derived by taking the total quantity to be allocated at a location and multiplying it by the percentage provided for each line item.

(d) Swing PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where one of the scheduled line items, or alternatively a separate Agreement, is designated as the "swing." All other scheduled line items are allocated the scheduled quantity. The line item(s) identified as "swing" are allocated the remaining difference between the total quantity to be allocated and quantities allocated to non-swing line items, in accordance with the instructions provided with the PDA. The swing line item(s)/Agreement is not permitted to be allocated a quantity which would result in a negative number, therefore any negative quantity will be allocated to the remaining scheduled line items on a pro-rata basis.

1.32 Gigacalorie - The standard quantity for nomination, confirmations and scheduling per gas day in Mexico. One gigacalorie is equivalent to 1,000,000,000 calories. For commercial purposes, the standard conversion factor between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The reporting basis for gigacalorie is 1.035646 Kg/cm² and 15.6 degrees C and dry.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 18 Second Revised Sheet No. 18 : Superseded
Superseding: First Sub. First Revised Sheet No. 18
GENERAL TERMS AND CONDITIONS
(Continued)

2.2 (continued)

Transporter has tendered such billings to Shipper pursuant to this Section. Late payments shall be subject to Section 8 of these General Terms and Conditions.

In the event that Transporter agrees to permit Shipper at Shipper's expense to install measurement and pipeline facilities at the Transporter Receipt Point/s, Transporter shall have the right to review and approve, prior to installation, design and material specifications for such facilities. Transporter shall also have the right to inspect such facilities during construction and halt construction if (i) the construction is performed in a manner inconsistent with approved practices or could damage Transporter's facilities or (ii) the construction or materials deviate from the previously approved design or material specifications.

2.3 For each receipt point listed on Exhibit A to the FTS or FTS-2 Service Agreement, Transporter and Shipper shall specify on said Exhibit A the MDQ to be delivered for transportation at said point. For service performed under the FTS or FTS-2 Rate Schedule, the sum of the MDQs specified on the Exhibit A to the Agreement shall not exceed the total MDQ specified in the Agreement. Additionally, Shippers with an FTS or FTS-2 Agreement shall also have the right to utilize as alternate Receipt Points on a preferred interruptible basis all active Receipt Point/s on Transporter's contiguous System at which interruptible capacity is available, as posted by Transporter on SoNet. These alternate Receipt Points ("Exhibit A-1 Receipt Points") shall have a priority subordinate to firm services utilizing said points as Exhibit A Receipt Points and a priority superior to all services utilizing said points on an interruptible basis. For service performed under the ITS Rate Schedule and a Liquefiabiles Transportation Agreement, Transporter shall maintain a list ("Receipt Point List") of all Receipt Point/s on Transporter's contiguous system available for Shipper's interruptible transportation service, which shall be posted by Transporter on SoNet. For each A-1 Receipt Point and Receipt Point to the ITS Agreement and Liquefiabiles Transportation Agreement, the MDQ at said point shall be considered to be the lesser of (i) the total MDQ specified in the Agreement, or scheduled quantity, as applicable or (ii) the maximum quantity of gas Transporter is capable of receiving at said point as determined by Transporter from time to time.

For service performed under the FTS or FTS-2 Rate Schedule, Transporter and Shipper may add or delete points to Exhibit A to the Agreement or change the

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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

GENERAL TERMS AND CONDITIONS
(Continued)

2.3 (continued)

MDQ for any Receipt Point on Exhibit A by executing a revised Exhibit A to the Agreement provided, however, that any such change to an Exhibit A must include corresponding changes to the existing MDQs such that the sum of the changed MDQs shall not exceed the total MDQ specified in the Agreement and provided further that any such change shall be subject to the availability of capacity at the requested points.

Any addition or deletion of Receipt Point/s to the Receipt Point List

to the ITS Agreements or Liquefiabiles Transportation Agreements shall automatically be incorporated into such Agreements. Transporter shall maintain on SoNet an updated list of all Receipt Point/s at which interruptible capacity is available and shall provide Shipper with the current Receipt Point List identifying such points at any time upon request by Shipper.

2.4 (a) PDA Requirement: In the event gas other than the gas transported for Shipper is measured by the meter at each Receipt Point, Shipper agrees to provide, or cause to be provided, to Transporter as set forth herein a PDA from the operator of the facilities immediately upstream of the Receipt Point and/or third-party transporter(s)/operator(s) for Receipt Points interconnecting with third-party transporter(s) setting forth any information reasonably deemed necessary by Transporter, including but not limited to the information described herein, for the purpose of determining the quantity of gas to be received by Transporter for the account of Shipper at each Receipt Point for the following day(s) of transportation for which Shipper has made its nomination(s).

(b) PDA Methods: The PDA statements provided for each Receipt Point shall include:

- (i) an allocation by the party operating the facilities immediately upstream of Transporter's Receipt Point which allocates each working interest owner's gas to be delivered at the Receipt Point on each following

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-374-000

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

GENERAL TERMS AND CONDITIONS
(Continued)

2.4(b) (i) (continued)

day of transportation service based on one of the following methods:

- (A) Percentage PDA; or
- (B) Pro Rata PDA; or
- (C) Ranked PDA; or
- (D) Swing PDA; or
- (E) Any other mutually agreeable allocation methodology.

(ii) a ranking by each working interest owner of the various Agreements supplied by said owner's share of gas production at the Receipt Point for each following day of transportation service. The working interest owner shall rank the Agreements to receive its gas supplies based on one of the following methods:

- (A) Pro Rata PDA, or
- (B) Ranked PDA.

Rankings shall include the contract number assigned by Transporter to each Agreement and the name of the Shipper thereunder. In the event the gas received by Transporter at a Receipt Point is from more than one production source, the operator of the facilities immediately upstream of the Receipt Point shall provide an allocation of the gas it will deliver to the Receipt Point from each production source pursuant to one of the methods under Section 2.4(b) (i) (A-D) above. The operators of each production source and the working interest owners of each production source shall then provide COMPANY allocations of their gas pursuant to Section 2.4(b) (i) and Section 2.4 (b) (ii) above, respectively. The PDA shall be provided by each party under this Section for each line item nomination provided by Transporter for confirmation. Transporter shall then use the predetermined priority provided by SHIPPER in its nomination for applying the PDA to the Package ID level within the line item nomination level.

(c) Pipeline Interconnects:

The predetermined allocation statement for Receipt Point/s interconnecting with third-party transporters shall be provided by the third-party transporter and shall rank the various Agreements to be supplied at the Receipt Point in accordance with one of the methodologies enumerated in

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

Second Revised Sheet No. 21A Second Revised Sheet No. 21A : Superseded
Superseding: First Revised Sheet No. 21A

GENERAL TERMS AND CONDITIONS
(Continued)

2.4(d) (continued)

PDA Dealines and Default PDA:

Each predetermined allocation statement and revision thereto or change in ranking methodology, must be transmitted to Transporter by facsimile machine or through SoNet after or during confirmation of that day's nominations and before start of the gas day; provided that any revisions to the predetermined allocation statement may be made by the confirming party during the confirmation period on the day of flow for intraday nomination changes. If there no additions in nominations by a Shipper at a Receipt Point or other changes, the current predetermined allocation statement will stay in effect as submitted until it is changed pursuant to the foregoing procedures. A new allocation detail may be needed when a nomination changes. In the event Shipper tenders a nomination at a Receipt Point (or from a seller) currently not providing supplies to Shipper, then Shipper must provide, or cause to be provided, as set forth above a revised predetermined allocation statement at the Receipt Point which recognizes Shipper's nomination. In the event Transporter does not receive a predetermined allocation statement, or revised predetermined allocation statement, for a Receipt Point in a timely manner or if the operator and Transporter cannot agree upon an allocation methodology, Transporter shall allocate gas supplies at that Receipt Point on a pro rata basis based upon confirmed nominations until Transporter receives a predetermined allocation statement pursuant to the above procedures which revises the pro rata allocation on a prospective basis.

- (e) Shipper hereby agrees that Transporter shall have the right to rely conclusively on the foregoing predetermined allocation

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 24 Second Revised Sheet No. 24 : Superseded
Superseding: First Sub. First Revised Sheet No. 24
GENERAL TERMS AND CONDITIONS
(Continued)

3.3 (continued)

from the previously approved design or material specifications. Transporter shall also have the right to inspect such facilities during construction.

3.4 For each Delivery Point, Transporter and Shipper shall specify on Exhibit B to the FTS or FTS-2 Service Agreement the MDQ to be delivered to or for the account of Shipper at said point. For service performed under the FTS or FTS-2 Rate Schedule, the sum of the MDQs specified on the Exhibit B to the Agreement shall not exceed the total MDQ specified in the Agreement. Shippers with an FTS or FTS-2 Agreement may also have the right to utilize as an alternate Delivery Point on a preferred interruptible basis all active Delivery Point/s on Transporter's contiguous System at which interruptible capacity is available, as posted by Transporter or SoNet. These alternate Delivery Points ("Exhibit B-1 Delivery Points") shall have a priority subordinate to firm services utilizing said points as Exhibit B Delivery Points and a priority superior to all services utilizing said points on an interruptible basis. For service performed under the ITS Rate Schedule, Transporter shall maintain on SoNet a list (Delivery Point List) of all Delivery Points/s on Transporter's contiguous system at which interruptible capacity is available. For each B-1 Delivery Point and Delivery Point to the ITS Agreement, the MDQ at said point shall be considered to be the lesser of (i) the total MDQ specified in the Agreement, or scheduled quantity, as applicable or (ii) the maximum quantity of gas Transporter is capable of delivering at said point as determined by Transporter from time to time.

For service performed under the FTS or FTS-2 Rate Schedule, Transporter and Shipper may add or delete points to Exhibit B to the Agreement or change the MDQ for any Delivery Point on Exhibit B by executing a revised Exhibit B to the Agreement, provided, however, that any such change to an Exhibit B must include corresponding changes to the existing MDQs such that the sum of the changed MDQs shall not exceed the total MDQ specified in the Agreement and provided further that any such change shall be subject to the availability of capacity at the requested points.

Any addition or deletion of Delivery Point/s to the Delivery Point List shall automatically be incorporated into the Agreements.

3.5 It is understood that gas delivered to Shipper, or for Shipper's account, at the Transporter Delivery Point/s may be delivered in a commingled stream and

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-374-000

Fifth Revised Sheet No. 25 Fifth Revised Sheet No. 25 : Superseded
Superseding: Fourth Revised Sheet No. 25

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3.5 (continued)

Transporter shall have the right to allocate that portion of the commingled stream to Shipper, or for its account, attributable to the transportation service provided under the Agreement.

3.6 (a) Use of PDAs: On a daily basis at each Delivery Point, Transporter shall allocate any variances between scheduled nominations and the quantities of gas metered at the point among the quantities of gas scheduled at the point for the account of its SHIPPERS based on the Pro Rata PDA method unless another PDA method is provided by the party that owns or operates the downstream facilities interconnecting with Transporter's facilities at each Delivery Point (the "downstream operator"). The alternate PDA methodologies from which the downstream operator may choose include the Swing PDA, a Ranked PDA, a Percentage PDA, or any other mutually agreeable allocation methodology. A new allocation detail may be needed when a nomination changes. The PDA shall be provided by the downstream operator on a line item basis at the level of nomination detail provided by Transporter for confirmation. Transporter shall then use the predetermined priority provided by SHIPPER in its nomination for applying the PDA to the Package ID level within the line item nomination level. SHIPPER agrees that Transporter shall have the right to rely conclusively on the PDA provided pursuant to this Section 3.6 for the purpose of determining the daily quantities of gas delivered by Transporter for the account of SHIPPER at each Delivery Point.

(b) PDA Deadlines: Each PDA must be submitted to Transporter by facsimile machine or through SoNet Premier during the confirmation of that day's nominations or after confirmation but prior to start of gas day; provided that any revisions to the PDA may be made by the downstream operator during the confirmation period on the day of flow for intraday nomination changes. If there are no additions in nominations by a SHIPPER at a Delivery Point or other changes, the current PDA will stay in effect as submitted until it is changed pursuant to the foregoing procedures. In the event SHIPPER adds a nomination at a Delivery Point, then SHIPPER must provide, or cause to be provided, as set forth above a PDA at the Delivery Point which recognizes the SHIPPER'S nomination.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-001

Third Revised Sheet No. 30 Third Revised Sheet No. 30 : Superseded
Superseding: Second Revised Sheet No. 30

GENERAL TERMS AND CONDITIONS
(Continued)

4.11 NEW MEASUREMENT METHODS - Any new methods of measurement, electronic or otherwise, that conform to industry standards for orifice, turbine, or other metering methods may be used by Transporter as it deems necessary, upon notification to Shipper.

4.12 CHECK MEASURING EQUIPMENT - Either party may install, maintain and operate at its own expense, at or near each Transporter Receipt Point and/or each Transporter Delivery Point such check measuring equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

Whenever any Receipt or Delivery Point provided for is on the premises of the delivering party, the receiving party shall have the right of free use and ingress and egress at all reasonable times for the purpose of installation, operation, repair or removal of such check measuring equipment.

In the event check measuring equipment is installed by either party, the other party shall have access to the same at all reasonable times, but the reading, calibration and adjusting thereof and the changing of charts shall be done only by the party installing the checking equipment.

4.13 INSTALLATION OF FLOW CONTROL EQUIPMENT - Transporter may elect to construct, install, and operate flow control equipment at any location on its System whenever it determines in its reasonable judgment that such equipment will contribute to the safe, reliable, efficient and orderly operation of the System.

4.14 PRIOR PERIOD ADJUSTMENTS - The deadline for closing measurement data shall be no later than 5 business days after the month of flow. Any measurement data or corrections received by Transporter (including corrections to allocations) after it has closed the previous month of flow shall be handled as a prior period adjustment. Transporter shall process late measurement data or corrections of measurement errors under Section 4.10 as soon as practicable but no later than 6 months after the applicable month of flow in question. The correction shall be made to the month of flow for allocation and billing purposes. If SHIPPER disputes the measurement adjustment, it will have 3 months after the prior period adjustments is made to provide information that rebuts the adjustment. Excluding government required rate changes and as otherwise provided herein, no prior period adjustments of any kind shall be made after 6 months following the invoiced month for transportation. These deadlines do not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not be diminished by this provision. Any prior period adjustments not taken into account at the time of billing shall not affect the calculation of the 80% throughput test under Rate Schedule FTS-2.

Effective Date: 11/01/2000 Status: Effective
FERC Docket: RP00-611-000

Sixth Revised Sheet No. 30A Sixth Revised Sheet No. 30A : Superseded
Superseding: Fifth Revised Sheet No. 30A

GENERAL TERMS AND CONDITIONS
(Continued)

5. NOMINATIONS AND SCHEDULING

5.1 NOMINATION PROCEDURES AND DEADLINES

(a) Deadlines. For each day on which service is desired under Transporter's Rate Schedule FTS or Rate Schedule ITS, Shipper shall nominate within MDQ the daily quantity of gas expressed in Dth that it has available for transportation at each Receipt Point and the quantity of gas it desires to have delivered at each Delivery Point pursuant to the provisions of this Article 5. Nominations must leave the control of Shipper by 11:30 a.m. Central Clock Time on the day preceding the begin date of flow. Transporter must receive Shipper's nomination by 11:45 a.m. Central Clock Time and provide Shipper with a quick response by 12:00 noon Central Clock Time on the day preceding the begin date of flow. In addition, Shipper may nominate gas under an evening nomination cycle. Scheduled quantities for such evening nomination cycle shall take effect at 9:00 a.m. on the next gas day. For the evening nomination cycle, nominations must leave the control of the nominating party by 6:00 p.m. Transporter must receive Shipper's nomination by 6:15 p.m. and provide Shipper with a quick response by 6:30 p.m. on the day preceding the beginning date of flow. Nominations shall be submitted through Messenger or via Electronic Data Interchange (EDI) methods pursuant to the applicable GISB Standards, provided that Shipper has entered into a Messenger Agreement with Transporter for such EDI transactions. It is also provided, however, that Transporter will accept nominations by fax machine on days when Transporter's business offices are open.

With the exception of the above referenced nomination deadlines, for any nomination document received from a party requesting service by the conclusion of a given quarter hour period, defined to begin on the hour and at 15, 30 and 45 minutes past the hour, Transporter will send a quick response to the Service Requester's designated site by the conclusion of the subsequent quarter hour period. A given quarter hour will contain all transactions which receipt time is less than the beginning of the subsequent quarter hour.

(b) Fuel. For the purpose of processing nominations, Transporter shall apply a standard fuel calculation of 0.9% multiplied by the nominated receipt quantity. Any changes in the standard fuel calculation will be made effective only at the beginning of a month. This calculation shall be rounded to the nearest Dth. Transporter shall not reject a nomination for reasons of rounding differences due to fuel

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP99-252-000

Fifth Revised Sheet No. 31 Fifth Revised Sheet No. 31 : Superseded
Superseding: First Sub. Fourth Revised Sheet No. 31

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5.2 BTU ADJUSTMENTS - Solely for purposes of establishing the maximum quantities of gas Shipper may nominate for transportation under an FTS Agreement or FTS-2 Agreement, Shipper's MDQ at each Receipt Point listed on Exhibit A to its Agreement and Shipper's MDQ at each Delivery Point listed on Exhibit B to its Agreement shall be adjusted for an average system thermal content of 1,020 Btu (Btu factor=1.020). This adjustment in no manner obligates Transporter or Shipper to deliver gas at 1,020 Btu or changes Transporter's use of actual Btu content for accounting and billing purposes. Upon written notice to Shipper given thirty (30) days prior to the beginning of the month for which the change is effective, Transporter may (i) revise the system average Btu adjustment set forth above as it deems necessary to reflect changes in the system average Btu content of the gas, or (ii) establish separate Btu adjustments for points on Transporter's system where the Btu content varies significantly from the system average.

5.3 CHANGES IN NOMINATIONS - Upon Shipper's insuring that deliveries of the gas purchased by Shipper will be terminated, Shipper may terminate the transportation of gas on any day of transportation upon four (4) hours' prior notice to Transporter. Transporter and Shipper may establish uniform nominations of (i) daily quantities of gas to be transported, (ii) daily quantities of gas to be made available for Shipper's account at each Receipt Point, and (iii) daily quantities of gas to be delivered by Transporter for Shipper's account at each Delivery Point, in which instance Shipper shall not be required to nominate on a daily basis until further notice of a change in such quantities. That notice shall be given in accordance with Section 5.1. Any Shipper may revise its nomination in effect for any day by submitting an intraday nomination to Transporter in the manner set forth in Section 5.1 above on the day the change is requested to be effective. Transporter will support two intraday nomination cycles. In the first cycle, the intraday nomination shall leave the control of the nominating party by 10 a.m. and be received by Transporter by 10:15 a.m. Transporter will have until 10:30 a.m. to send a quick response, until 1:00 p.m. to complete confirmation and until 2:00 p.m. to provide scheduled quantities to affected Shippers, point operators and bumped parties. Scheduled quantities resulting from the first intraday nomination cycle shall become effective at 5:00 p.m. on the same gas day. For the second cycle, the intraday nomination shall leave the control of the nominating party by 5:00 p.m. and be received by Transporter by 5:15 p.m. Transporter will have until 5:30 p.m. to send a quick response, until 8:00 p.m. to complete confirmations and until 9:00 p.m. to provide scheduled quantities to affected Shippers, point operators and bumped parties. Scheduled quantities resulting from the second intraday nomination cycle shall become effective at 9:00 p.m. on the same gas day. No bumping of flowing gas shall occur as a result of the second intraday nomination cycle.

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP99-252-000

Third Revised Sheet No. 32 Third Revised Sheet No. 32 : Superseded
Superseding: First Sub. Second Revised Sheet No. 32

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5.3 (continued)

Intraday nominations may be used to nominate new supply or market. All provisions of this Section 5.3 shall apply to intraday nominations; provided, however, intraday nominations shall span one day only and will not rollover or replace the remainder of a standing nomination. For intraday nominations under this Section, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

5.4 UNIFORM DELIVERIES - Shipper shall deliver or cause to be delivered to Transporter such daily quantities as nearly as possible at uniform hourly rates. Departures from daily quantity which Shipper notifies Transporter it intends to deliver to Transporter under the Agreement shall be kept to the minimum permitted by operating conditions.

5.5 MAKE-UP NOMINATIONS - When making its nominations, Shipper shall specify by Agreement which portion of the quantities to be transported by Transporter is attributable to current transportation and which portion of the quantities is attributable to make-up of previous imbalances (either positive or negative). As between quantities of gas received by Transporter for current transportation and gas received or delivered by Transporter as make-up of prior imbalances, the gas received or delivered as current transportation gas shall be deemed to be received or delivered prior to any make-up gas.

5.6 SCHEDULED NOMINATIONS - After receiving notice of the next-day nominations requested by Shipper in accordance with this Section 5, Transporter shall advise Shipper and the point operator of the quantities of gas for current transportation and the quantities of gas for make-up of previous imbalances it has scheduled and will accept at the Receipt Point/s and transport to the Delivery Point/s by 4:30 p.m. Central Clock Time for the 11:30 a.m. nomination cycle and by 10:00 p.m. Central Clock Time for the evening nomination cycle. Quantities of gas nominated at an Exhibit A-1 Receipt Point or an Exhibit B-1 Delivery Point to an FTS Agreement or FTS-2 Agreement shall each be scheduled, to the extent capacity is available, on a pro rata basis. In addition to making scheduled quantities information available by the times set forth above, Transporter shall also make available to shippers information containing scheduled quantities, including scheduled intraday nominations at the times set forth in Section 5.3 above, and any other scheduling changes.

Shipper may, at its sole election, use a package ID on its nomination form to differentiate between discrete business transactions. Use of the Package ID is at the discretion of the party requesting service. Transporter will accept and process any Package ID used by Shipper. When used, Package ID will be supported for nominating, scheduling, confirming, allocating and invoicing (sales and purchase) and not required for transportation invoicing. Transporter shall only be responsible for confirming total nominations and supporting the use of the package ID by Shipper; but Transporter shall not be responsible for verifying each discrete package of gas delineated through a package ID.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

Second Revised Sheet No. 33 Second Revised Sheet No. 33 : Superseded
Superseding: First Revised Sheet No. 33

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5.6 (continued)

After receiving notice of the intraday nomination changes requested by Shipper in accordance with this Section 5, Transporter shall advise Shipper of the quantity of gas for current transportation and the quantities of gas for make-up that it is able to schedule on an intraday basis prior to the effective time for such change.

Quantities of gas nominated at Receipt and Delivery Point/s under an ITS Agreement shall be scheduled, to the extent capacity is available, on a first-come, first-served basis in accordance with Shipper's priority established under Transporter's ITS Rate Schedule; provided however that a Shipper cannot increase its existing flowing quantities under an ITS Agreement if such increase would cause the reduction of existing quantities flowing on Transporter's system. If Transporter is unable to confirm with reasonable certainty that Shipper's nomination will be implemented as stated by Shipper, Transporter will accept the lesser of the new nomination or previously scheduled quantity. Transporter shall not change the quantities of gas it will transport hereunder during any day of transportation except upon four (4) hours' prior notice to Shipper. Transporter shall also notify ITS Shippers of any interruption in service caused by an intraday nomination of an FTS Shipper or FTS-2 Shipper prior to such interruption being effective. If the reason for the interruption is the scheduling of an intraday nomination for an FTS Shipper or FTS-2 Shipper, Transporter will use its best efforts based on current system operations to minimize the level of interruptions.

5.7 CONFIRMATION - Transporter shall be entitled to rely conclusively on Shipper's nomination of the quantities to be delivered at the Receipt and Delivery Point/s as authorized for purchase from its seller(s) and for transportation by all upstream and downstream transporters. Shipper shall not nominate for transportation in excess of: (i) the volumes to be purchased/sold by Shipper, (ii) the volumes third-party transporter(s) have agreed to accept for transportation for delivery to Transporter or (iii) the volumes third-party transporter(s) have agreed to accept for delivery by Transporter, whichever is less. Shipper shall be responsible for all dispatching notices to its seller(s) or end-user(s) and third-party transporter(s), for notifying seller(s) and third-party transporter(s) of any changes in nominations, and for insuring that seller(s) or end-user(s) and third-party transporter(s) comply with such changes. Prior to accepting any nominations by Shipper, Transporter may require confirmation by the responsible dispatching party at each Receipt Point and Delivery Point. All confirmation activities on Transporter's System for next-day gas flow, both confirmations received and given by Transporter at pipeline interconnects, must be completed by no later than 3:30 p.m. Central Clock Time each day. It is recognized that the confirming party may relieve Transporter of its obligation to send a confirmation notice.

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5.7 (continued)

and the Confirming Party. The receiver of a nomination initiates the confirmation process. The party that would receive a Confirmation Request or an unsolicited Confirmation Response may waive the obligation of the sender to send. Confirming Parties may agree that one party deems all requests at a location are confirmed by the other party ("Confirmation By Exception") without a response communication from that party. The Confirmation By Exception party can take exception to any Confirmation Request by so informing the Confirmation Requester within a mutually agreed upon time frame. Absent mutual agreement between the Confirming Parties, the explicit confirmation process is the default methodology. The explicit confirmation process requires that the Confirming Party respond to a Confirmation Request or initiate an unsolicited Confirmation Response. Under the explicit confirmation process, if the Confirming Parties do not agree upon a nomination quantity, then the lesser of the confirmation quantities should be the confirmed quantity; provided that for decreases during the intraday nomination/confirmation process, the confirmed quantity shall not be less than the elapsed-prorated-scheduled quantity.

5.7(b) CONFIRMATION FAILURES - In the event a Confirmation by Exception or other agreement is not in place between Confirming Parties and Transporter is unable to obtain a response to a Request for Confirmation or an unsolicited Confirmation Response, then the following confirmation procedures shall apply:

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(i) With respect to the timely nomination/confirmation process, the lesser of the confirmation quantity or the previously scheduled quantity shall be

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the new confirmed quantity; or

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(ii) With respect to timely requests for increases during the intraday nomination/confirmation process, the previously scheduled quantity shall be the new confirmed quantity; or

O F T E X T >>>><<<< E N D O F

(iii) With respect to timely requests for decreases during the intraday nomination/confirmation process, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity; and

(iv) Transporter shall provide the service requester with an explanation

O F T E X T >>>><<<< E N D O F

why the nomination failed.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Fifth Revised Sheet No. 35 Fifth Revised Sheet No. 35 : Superseded

Superseding: First Sub. Fourth Revised Sheet No. 35

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5.8 (continued)

- (c) If during any month of transportation Shipper's total nominated quantities for any Delivery Point vary by more than ten (10) percent of such nominations from the total monthly quantities delivered by Transporter for Shipper's account at that Delivery Point during such month, a scheduling penalty shall be assessed; provided, however, that said scheduling penalty shall not be assessed if said variance occurs solely because of Transporter's inability to deliver gas for Shipper's account or because of an event of force majeure. Shipper shall pay \$1.00 per Dth for each Dth of gas delivered by Transporter for the account of Shipper at each Delivery Point in excess of the allowed variance.
- (d) If during any day of the month the quantities of gas delivered at any Delivery Point by Transporter for Shipper's account vary by more than ten (10) percent from daily quantities nominated by Shipper for the Delivery Point, a scheduling penalty shall be assessed; provided, however, that said scheduling penalty shall not be assessed if said variance occurs solely because of Transporter's inability to deliver gas for Shipper's account or because of an event of force majeure. Shipper shall pay \$1.00 per Dth for each Dth of gas delivered by Transporter for the account of Shipper at each Delivery Point in excess of allowed variance.

Notwithstanding the foregoing, in any month during which Transporter gives notice of an Operational Flow Order, Transporter will bill, and Shipper shall be obligated to pay, only the greater of the total penalty charges calculated under Section 5.8 (a) or Section 5.8 (b), in the case of Receipt Point variances, and the greater of the total penalty charges calculated under Section 5.8 (c) or Section 5.8 (d), in the case of Delivery Point variances.

5.9 PREDETERMINED PRIORITIES - On its nomination form, Shipper or the service requester may provide a predetermined priority for all of the Delivery Points, and/or Pools, and Receipt Points with associated volumes nominated under its Agreement to be used by Transporter to limit the deliveries under the Agreement in the event of an interruption or reduction in Shipper's receipts of gas under said Agreement. If Shipper or the service requester does not elect to give to Transporter such predetermined priority, then Shipper's nominations shall be scheduled in aggregate at the Receipt and Delivery Points on a pro rata basis.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 35A First Revised Sheet No. 35A : Superseded
Superseding: Second Sub. Original Sheet No. 35a

GENERAL TERMS & CONDITIONS (Continued)

5.10 POOLING POINT

(a) GENERAL

A paper pooling point ("pool") will be designated on Transporter's System for every effective Pooling Service Agreement executed pursuant to this Section 5.10. This point is not a physical point on the System, but is to be used solely for nomination and scheduling purposes in order to allow Shipper to aggregate gas supplies. Subject to the terms of this Section, any number of FTS, FTS-2 or ITS Agreements may be utilized to deliver gas to a pool. Shippers will be able to nominate gas volumes from one or more Receipt Points for delivery to a pool in order to aggregate supplies as long as such gas volumes are nominated for simultaneous receipt and delivery to the Delivery Points by Transporter under a Pooling Service Agreement. Pooling Service on Transporter's system under a Pooling Service Agreement will be available on such date designated by Transporter on SoNet.

(b) REQUEST FOR POOLING SERVICE AGREEMENT

Any service provider may establish a pool by requesting and executing a Pooling Service Agreement in the form set forth in the Tariff. A party that executes a Pooling Service Agreement with Transporter shall be referred to as a "Pooler." A Pooler may request such Pooling Service Agreement by completing a Transportation Request Form containing the information set forth in Section 17 of these General Terms and Conditions and submitting the necessary credit information required in Section 17 for Transporter to make the necessary creditworthiness determination. For the request for service to be valid, the pooling service must commence within ninety (90) days of the date of the request. Upon receipt of all of the required information and a determination of creditworthiness, Transporter shall prepare and tender to the requesting party a Pooling Service Agreement in the pro forma format set forth in the Tariff. The Pooling Service Agreement must be executed, complete and unrevised, before a pool is established for a Shipper to nominate gas into or out of. The Pooling Service Agreement shall terminate automatically if no nominations are made using the pool within thirty (30) days after the Pooler executes the Agreement.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Third Revised Sheet No. 36 Third Revised Sheet No. 36 : Superseded
Superseding: Second Revised Sheet No. 36
GENERAL TERMS AND CONDITIONS

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6. RESOLUTION OF IMBALANCES

6.1 All imbalances accrued by Shipper under its Agreement(s) with Transporter shall be resolved on a monthly basis pursuant to the provisions herein. After each month of transportation on Transporter's system, Transporter will calculate the imbalance which exists between the quantities of gas allocated to Shipper for its account at the Receipt Point/s during that month and the quantities of gas allocated to Shipper for its account at the Delivery Point/s during that month. All such imbalances (overdeliveries and underdeliveries to Transporter) accrued by Shipper under each of its Agreement(s) with Transporter will be combined to derive a net monthly imbalance for purpose of the following calculations. Shipper's net monthly imbalance then will be divided by the sum of the actual Dth's of gas delivered under all such Agreement(s) during the month to produce Shipper's actual net imbalance percentage for the month. In the event the imbalance(s) calculated above under Shipper's Agreement(s) vary from the estimated imbalance(s) posted by Transporter for such Agreement(s) during the month, the Transporter shall also calculate an estimated imbalance percentage for that month as follows for purposes of determining the Net Imbalance Percentage at which Shipper's entire net monthly imbalance shall be resolved as set forth below. The estimated imbalance percentage shall be equal to the sum of the estimated imbalances (over-deliveries and underdeliveries) in effect for each of Shipper's Agreement(s) at the end of the month, as posted on SoNet, divided by the sum of the quantities of gas deemed to be delivered under all such Agreement(s) during the month.

It is provided, however, that the denominator used in the calculation of Shipper's Net Imbalance Percentage and its Estimated Monthly Imbalance Percentage shall exclude, if applicable, (i) any volumes allocated from Shipper's Tier I Pooling Service Agreements to the same Shipper's Tier II Pooling Service Agreements, and (ii) any volumes allocated from Shipper's Tier I or Tier II Pooling Service Agreements, to the same Shipper's transportation agreements.

6.2 Subject to the provisions of Section 6.5 below, if Shipper has accrued a net monthly imbalance such that the total quantities of gas received by Transporter for Shipper's account during the month are less than the total quantities of gas delivered by Transporter for Shipper's account during the month, Shipper shall pay Transporter for Shipper's net monthly imbalance (in Dth) at the following prices based on the lesser of Shipper's actual net imbalance percentage or Shipper's estimated imbalance percentage for the month ("Net Imbalance Percentage").

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 39 First Revised Sheet No. 39 : Superseded
Superseding: Original Sheet No. 39

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6.4 (continued)

Transporter receives approval from the Commission to use such substitute index, Transporter will continue to calculate the Index Price each month based on the remaining indexes.

6.5 Imbalances accrued by Shipper under a Liquefiabiles Transportation Agreement during a month shall be resolved by Shipper and Transporter separately pursuant to the provisions of this Section 6; provided, however, that the price to be paid by Transporter or Shipper for Shipper's net monthly imbalance accrued during each month under the Liquefiabiles Transportation Agreement shall be 100% of the Index Price in effect for that month regardless of Shipper's net imbalance percentage under that Agreement.

6.6 Any historical imbalance under any existing transportation agreements which Shipper has not corrected as of the effective date of these tariff provisions will be resolved by Shipper and Transporter pursuant to the provisions of this Section 6 effective on the effective date of this Section 6, provided, however, that the price to be paid by Transporter or Shipper hereunder for Shippers' cumulative imbalance shall be 100% of the Index Price in effect for the month in which the imbalance was accrued (regardless of Shipper's net imbalance percentage) as set forth in Section 6.7 below. The monthly imbalances accrued during the historical period described herein shall be aggregated such that if imbalances in a subsequent month offset an imbalance in a previous month, any offsets shall be applied to months in chronological order from the earliest imbalance period forward for purposes of determining Shipper's remaining monthly imbalances. Prior to resolving Shipper's outstanding imbalances pursuant to these provisions, Transporter shall post all imbalances on its system for a period of thirty (30) days which may begin upon acceptance by the Commission of this tariff provision during which Shippers may agree to trade offsetting imbalances. No later than the last day of the 30-day posting period, any Shippers desiring to offset imbalances must notify Transporter jointly in writing on the form provided by Transporter of the quantity to be offset and the contract numbers of the affected transportation agreements. Such quantity to be offset shall be applied to the earliest imbalance accrued by

Effective Date: 11/01/2000 Status: Effective
FERC Docket: RP00-551-000

Fifth Revised Sheet No. 42 Fifth Revised Sheet No. 42 : Superseded
Superseding: Fourth Revised Sheet No. 42

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6.9 On or about the sixth business day following the end of a month, Transporter shall post on Messenger the Net Monthly Imbalances accrued by a SHIPPER hereunder during the previous month, provided that said SHIPPER notifies Transporter via Messenger or by facsimile machine no later than three (3) business days after the end of the month to post its Net Monthly Imbalance for said month. After the Net Monthly Imbalances are posted on Messenger, SHIPPERS shall have five (5) business days (Trading Period) within which to trade offsetting Net Monthly Imbalances. Both SHIPPERS that agree to trade all or part of their Net Monthly Imbalances must notify Transporter in writing on the form provided by COMPANY by 5:00 p.m. Central Clock Time on the last day of the Trading Period. Each notice shall include the name of the SHIPPER sending the notice, the name of the other SHIPPER agreeing to the trade, the volume (in Dth's) of the SHIPPER'S Net Monthly Imbalance that is to be traded, and a certification that SHIPPER has taken all steps necessary to effect the trade with the other party. Each SHIPPER to the trade agrees to indemnify and hold Transporter harmless from and against any claims that either SHIPPER may have against the other arising out of or as a result of the trade. Transporter shall not calculate SHIPPER'S Net Imbalance Percentage under Section 6.1 above for a month until all trades for such month are completed pursuant to this Section 6.9.

7. QUALITY

7.1 QUALITY OF GAS AND LIQUEFIABLES - The gas and Liquefiabiles delivered by Shipper to Transporter and the gas redelivered by Transporter to Shipper shall be merchantable natural gas and meet the Quality Specifications below:

- (a) WATER - The gas and Liquefiabiles shall in no event have a water content in excess of seven (7) pounds of water per million (1,000,000) cubic feet of gas measured at a pressure base of 14.73 pounds per square inch and at a temperature of sixty degrees (60) Fahrenheit, as determined by a method generally acceptable for use in the gas industry.
- (b) HYDROGEN SULPHIDE - The gas and Liquefiabiles shall not contain more than one (1) grain of hydrgogen sulphide per hundred (100) cubic feet as determined by quantitative test after the presence of hydrogen sulphide has been indicated by qualitative test.
- (c) TOTAL SULPHUR - The gas and Liquefiabiles shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas.
- (d) TEMPERATURE - The gas and Liquefiabiles shall not have a temperature of less than 40 degrees Fahrenheit, nor more than 120 degrees Fahrenheit.
- (e) CARBON DIOXIDE - The gas and Liquefiabiles shall not contain in excess of two percent (2%) by volume of carbon dioxide.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-224-002

First Revised Sheet No. 46 First Revised Sheet No. 46 : Superseded
Superseding: Original Sheet No. 46

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8.2 (continued)

Commission's (Commission) Regulations. Transporter shall waive interest charges on a late payment if such charge is not in excess of \$5.00 or if Shipper, through no fault of its own, fails to receive its monthly invoice by the payment due date and notifies Transporter of such failure. If such failure to pay continues for twenty (20) days after payment is due, Transporter, in addition to any other remedy it may have under the Agreement, may suspend further receipt and/or delivery of gas until such amount is paid. If Shipper in good faith disputes the amount of any such bill, but nevertheless pays Transporter the undisputed amount of such bill or bills and, at any time thereafter within thirty (30) days of a demand made by Transporter, furnishes a good and sufficient surety bond in an amount and with sureties satisfactory to Transporter conditioned upon the payment of any amounts 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 Transporter shall not be entitled to suspend further receipt and/or delivery of gas unless and until default is made in the conditions on such bond.

8.3 ADJUSTMENT OF ERRORS - All statements, billings and payments shall be final unless questioned within twelve (12) months from the date of such billing, statement or payment. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

8.4 INVOICE DISPUTES - If SHIPPER disputes, in good faith, the amount of any invoice from Transporter, it shall provide a description and supporting documentation of its position and timely submit payment of the amount it states is due to Transporter along with remittance detail. Transporter shall apply such payment in accordance with SHIPPER'S documentation. SHIPPER agrees that Transporter's acceptance of a partial payment does not waive Transporter's right to full payment after resolution of the disputed invoice in the future. Further, Shipper shall identify and reimburse Transporter for all costs incurred by Transporter in the collection of amounts ultimately determined by judgment of the courts to be due from Shipper including, but not limited to, attorney's fees and court costs.

9. FORCE MAJEURE

9.1 EFFECT OF FORCE MAJEURE - In the event of either Transporter or Shipper being rendered unable by force majeure to itself or a necessary third party to wholly or in part carry out its obligations under the provisions of the Agreement, it is agreed that the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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(Continued)

9.2

9.2 DEFINITION OF FORCE MAJEURE - The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts or other industrial disturbances, inability to obtain pipe or other material or equipment or labor, wars, riots, insurrections, epidemics, landslides, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, and the necessity of maintenance of or making repairs to machinery, facilities or lines of pipe whether scheduled or unscheduled, freezing of wells or pipelines, 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 overcome. It is expressly agreed that in the event Transporter has arranged for third party transportation in connection with the Agreement, and such third party transporter asserts force majeure, such event of force majeure on the system of such third party shall constitute force majeure for all purposes of the Agreement.

Nothing contained herein, however, shall be construed to require either party to settle a strike against its will. Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability in the event of its negligence or in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies relieve either party of liability otherwise unless such party shall give notice and full particulars of the same in writing or by telephone or, in the case of Transporter, on SoNet to the other party as soon as possible after the occurrence relied on.

10. POSSESSION OF GAS, TITLE AND RESPONSIBILITY

10.1 Shipper warrants for itself, its successors and assigns, that it will at the time of delivery to Transporter for transportation have good title to all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. As

GENERAL TERMS AND CONDITIONS
(Continued)

10.1 (continued)

between Shipper and Transporter, Shipper shall be deemed to be in control and possession of the gas and responsible for and shall hold Transporter harmless of and from any damage or injury caused thereby until it shall have been delivered to Transporter at the Transporter Receipt Point/s, and while such gas is in facilities other than facilities owned or controlled by Transporter after which Transporter shall be deemed to be in control and possession of such gas only while such gas is in facilities owned or controlled by Transporter, and until its delivery to Shipper, or for Shipper's account, at the Transporter Delivery Point/s. While in such possession Transporter shall be responsible for and hold Shipper harmless of and from any damage or injury caused thereby, except for gas tendered by Shipper which fails to meet the provisions of Article 7 hereof, which gas shall be deemed, for purposes hereof, to remain in the possession and control of Shipper. Transporter shall have no responsibility with respect to any gas to be transported until it is received by Transporter, or on account of anything which may be done, happen or arise with respect to said gas before such receipt; and except as provided in the immediately preceding sentence, Shipper shall have no responsibility with respect to said gas after its receipt by Transporter, or on account of anything which may be done, happen or arise with respect to said gas after such receipt until its delivery to Shipper, or for Shipper's account, at the Transporter Delivery Point/s. The foregoing provisions of this paragraph shall not relieve either party from responsibility for acts of gross negligence of such party, its agents or employees.

11. INDEMNIFICATION

11.1 Shipper will indemnify and save Transporter harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the gas tendered for transportation under the Agreement. Transporter will indemnify and save Shipper harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the gas delivered to Shipper, or for Shipper's account, under the Agreement.

Effective Date: 08/01/1994 Status: Effective
FERC Docket: MT94- 8-000

First Revised Sheet No. 49 First Revised Sheet No. 49 : Superseded
Superseding: Original Sheet No. 49

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12. GOVERNMENTAL REGULATION

12.1 It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the Agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable the Agreement shall be deemed modified to conform with the requirement of such law, order, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the Agreement under the terms and conditions thereof.

12.2 The laws of the State of Alabama shall govern the validity, construction, interpretation and effect of any Agreement hereunder.

13. SUCCESSORS AND ASSIGNS

13.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or Transporter shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. Shipper or Transporter may pledge or assign their respective right, title and interest in and to and under the Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of such trustee or trustees becoming in any respect obligated to perform the obligations of the assignor under the Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any State in which performance of the Agreement may occur.

14. (RESERVED FOR FUTURE USE)

Effective Date: 08/01/1994 Status: Effective
FERC Docket: MT94- 8-000

First Revised Sheet No. 50 First Revised Sheet No. 50 : Superseded
Superseding: Original Sheet No. 50

GENERAL TERMS AND CONDITIONS
(Continued)

15. COMPLAINT PROCEDURE

15.1 Any potential Shipper that has a complaint against Transporter with regard to transportation service may file a complaint with Transporter. Potential Shippers are all current transportation customers of Transporter, and all persons who have pending requests for transportation service or for information regarding transportation service on Transporter. The procedures for filing and resolving complaints will be in accordance with the following:

- (a) All complaints of potential Shippers should be directed in writing to the Transportation Services Department, Sea Robin Pipeline Company, P.O. Box 2563, Birmingham, Alabama 35202-2563. Each complaint should clearly identify the specific activity or lack of activity that Transporter has undertaken which gave rise to the complaint.
- (b) Transporter will maintain a record of all complaints received by the Transportation Services Department for a period of three years.
- (c) The Transportation Services Department will be responsible for notifying the appropriate departments that will investigate each complaint.
- (d) Transporter will respond to each complaint within 30 days of the date of receipt by the Transportation Services Department. An initial response will be provided within 48 hours of receipt of the complaint to acknowledge that the complaint was received, estimate a date for final response, and state whether additional information is needed from the complainant.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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Superseding: First Sub. Second Rev. Sheet No. 52
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(Continued)

16.1 (continued)

- (g) As required by the Transportation Service Request Form, the Receipt and Delivery Point/s at which service is requested.
- (h) Whether service is firm or interruptible.
- (i) The state of the ultimate end user of the gas.
- (j) The transportation rate schedule and transportation rate applicable to the service.
- (k) The production profile and technical data applicable to service under Rate Schedule FTS-2.

17. TRANSPORTATION SERVICE REQUEST FORM

Upon completion of this form please return to the Transportation Services Department, Sea Robin Pipeline Company, P.O. Box 2563, Birmingham, Alabama 35202-2563.

1. Shipper Name*: _____
Dun and Bradstreet No. _____ (*Legal name of signatory party to agreement)
State of incorporation: _____ (if corporation)
Type of Legal Entity: _____
 2. Contact Person: _____ Phone: _____ Address: _____
Beeper: _____ Facsimile: _____
Title: _____
 3. Shipper is (Check one of the following):
a Interstate d End User g Intrastate
b LDC e Producer h Other _____
c Hinshaw f Marketer
- Shipper is affiliated with Sea Robin:
_____ No _____ Yes

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 53 Second Revised Sheet No. 53 : Superseded
Superseding: First Sub. First Rev. Sheet No. 53

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(Continued)

17.1 (continued)

4. Transportation Requested
(Choose one) NGA Section 7(c) Blanket
Authority (18 CFR Section 284.221 et seq.)
 NGPA Section 311 Service (18 CFR Section 284.101 et seq.)

(Choose one) Interruptible
 Firm (Standard)
 Firm to be acquired through
capacity release
 Firm (FTS-2)
 Pooling (Tier I)
 Pooling (Tier II)

(Choose one) New Service Amended Service under Contract No. _____
 New Service to obtain permanent capacity release
 New Service to obtain temporary capacity release

(Choose one) Gas Liquefiabiles

5. Section 311 Service will be "on behalf of"* _____ which is a(n)
(Legal Name) _____
 Intrastate LDC Hinshaw

(*Prior to the commencement of the requested transportation service, Shipper, or the "on behalf of entity," if different from Shipper, must provide Transporter with a certification in the form set forth in this section entitled "Section 311 Certification." For more than one "on behalf of" entity please use additional certifications. An "on behalf of" certification from each entity must be provided prior to gas flowing.)

6. Requested Commencement Date _____
Termination Date _____

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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17.1 (continued)

7. Total Maximum Daily Quantity (MDQ) _____
for New FTS Service MCF _____
for New FTS-2 Service MCF _____

If this is an amendment,
how much increase? _____

Total Contract volume
over life of contract _____

8. Shipper's dispatcher Name: (need 3 emergency contact persons
with 24-hour availability)

Phone: (_____) Facsimile Machine: _____
Beeper: _____

9. Notices to: _____, Invoices
to: _____, Nominations to: _____,
OFOs/Capacity Allocation:

Street or P.O. Box _____ Street or P.O. Box _____

City _____ City _____

State and Zip _____ State and Zip _____

Attention of: _____ Attention of: _____

Facsimile Machine _____ Facsimile Machine _____

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

Third Revised Sheet No. 58 Third Revised Sheet No. 58 : Superseded
Superseding: Second Revised Sheet No. 58

GENERAL TERMS AND CONDITIONS
(Continued)

18. MARKETING AFFILIATES

18.1 All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to whether the Gas transported is sold by Transporter's marketing affiliate or any other seller of Gas.

18.2 Transporter does not share any facilities or operating personnel with its marketing affiliates.

19. ANNUAL CHARGE ADJUSTMENT CLAUSE

19.1 In order to recover the annual charges assessed by the Federal Energy Regulatory Commission (Commission) under Section 382.202 of the Commission's Regulations, this Section 19 of the General Terms and Conditions is established to be applicable to all agreements under which Transporter transports gas. Because Transporter is electing to recover the annual charges assessed by the Commission through the operation of this Annual Charge Adjustment Clause, Transporter does not intend to recover any annual charges recorded in Account No. 928 in any Natural Gas Act Section 4 rate case.

19.2 All Agreements as well as individually certificated transportation agreements shall be charged the Annual Charge Adjustment unit charge (ACA unit charge) set forth on the currently effective Sheet Nos. 7, 8 and 9 of this Tariff for each Dth of gas transported thereunder. The ACA unit charge shall be included in the commodity component of any rate schedule with two-part rates.

19.3 Changes to the ACA unit charge must be filed annually to reflect the annual charge unit rate authorized by the Commission each fiscal year and are subject to the notice requirements of Section 154.22 of the Commission's Regulations.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-001

First Sub. Second Rev. Sheet No. 60 First Sub. Second Rev. Sheet No. 60 : Superseded
Superseding: Second Revised Sheet No. 60

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21. SHIPPER RELEASE OF FIRM CAPACITY

21.1 This Section 21 sets forth the sole means by which a firm Shipper ("Releasing Shipper") may, pursuant to Section 284.243 of the Commission's Regulations release its firm capacity rights under an FTS Agreement or FTS-2 Agreement with Transporter to a third party ("Acquiring Shipper") provided that the Releasing Shipper does not have any past due amount owing to Transporter under the Agreement for which it wishes to release capacity.

21.2 Types of Releases:

- (a) Permanent Release: A Releasing Shipper may release all or part of its firm capacity under a FTS or FTS-2 Agreement with Transporter at any time for the entire remaining primary term of the Agreement ("Permanent Release") pursuant to the provisions of this Section 21. A Permanent Release operates as an assignment of capacity. Therefore, the Acquiring Shipper must meet Transporter's requirements related to creditworthiness set forth in Transporter's FTS or FTS-2 Rate Schedules. The Acquiring Shipper shall be required to execute a separate FTS Agreement or FTS-2 Agreement and a Reserve Commitment Agreement with Transporter for the released capacity under the same Rate Schedule, at the maximum rate and for the primary term originally set forth in the Releasing Shipper's Agreement with Transporter, unless Transporter agrees otherwise in a nondiscriminatory manner. The Acquiring Shipper may contract for either the firm Receipt and Delivery Point/s specifically set forth in a Releasing Shipper's offer of firm capacity under Section 21.5(c) below or other Receipt and Delivery Points subject to the terms of Section 21.5(f) below. The Acquiring Shipper then has the right to release its capacity on a permanent or temporary basis under the terms and conditions of this Section 21. Upon the successful completion of a Permanent Release, the Releasing Shipper shall be responsible only for those charges under its FTS

GENERAL TERMS AND CONDITIONS
(Continued)

21.2(a) (continued)

Agreement or FTS-2 Agreement incurred with respect to the released capacity prior to the effective date of the Permanent Release hereunder, as well as charges it continues to incur for firm capacity not released on a permanent basis.

- (b) Temporary Release: A Releasing Shipper may release all or part of its firm capacity under a FTS Agreement with Transporter at any time on a temporary basis, i.e., for a term less than the remaining term ("Temporary Release"), pursuant to the provisions of this Section 21; provided, however, a Shipper under Rate Schedule FTS-2 may release capacity on a temporary basis hereunder only during months in which Shipper is being billed a Reservation Charge under Option B on Sheet No. 7a contained herein.
- (1) Firm Temporary Release: A Releasing Shipper may temporarily release capacity on a firm basis for a specified term without a right of recall. The minimum term for any Firm Temporary Release shall be one contract day. All Firm Temporary Releases exceeding one contract day must be offered for a consecutive number of days, but such release may commence on any day during a month.
- (2) Temporary Release Subject to Recall: Subject to the provisions of Section 21.2 (b)(3) herein, a Releasing Shipper may temporarily release firm capacity subject to a right of recall by the Releasing Shipper upon the occurrence of the condition precedent specified in the Releasing Shipper's offer under Section 21.5(c) below. The minimum term for any Temporary Release subject to recall shall be one contract day. Any Temporary Release subject to recall offered for more than one contract day must be offered for a consecutive number of days, but such release may commence on any day during a month.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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Superseding: First Revised Sheet No. 62

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21.2(b) (continued)

- (3) Recall Rights: A Releasing Shipper has the right to define the condition(s) precedent which will result in a recall of the released firm capacity; provided, however, that such condition(s) shall not be inconsistent with the terms and conditions of the Releasing Shippers' Agreement with Transporter nor with the provisions of Transporter's FERC Gas Tariff. Furthermore, the recall conditions specified by the Releasing Shipper must be nondiscriminatory and identifiable events. A Releasing Shipper exercising its right to recall firm capacity, shall recall its released capacity through SoNet by completing such notice to Transporter no later than 8:00 a.m. Central Clock Time on the day nominations are due for the contract day when the capacity will be recalled. A Releasing Shipper shall be responsible for notifying, or causing to be notified, its Acquiring Shipper (and all subsequent Acquiring Shippers) no later than 8:00 a.m. Central Clock Time. Transporter has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify Transporter against any claims, losses, liabilities or expenses resulting from claims by any Acquiring Shipper

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

Second Revised Sheet No. 63 Second Revised Sheet No. 63 : Superseded
Superseding: First Revised Sheet No. 63

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21.2(b)(3) (continued)

that it did not receive notice or that the firm capacity was not recalled by the Releasing Shipper in accordance with the recall rights specified by the Releasing Shipper in its offer.

If time remains in the term for which the firm capacity was temporarily released, the capacity shall revert back to the last Acquiring Shipper upon 24 hours notice by the Releasing Shipper (excluding Transporter's holidays and weekends) prior to the nomination deadline or through SoNet by completing such notice no later than 8:00 a.m. Central Clock Time on the day nominations are due for the contract day on which the capacity is to again be released. If following the recall, no time remains in the term for which the capacity was temporarily released, the capacity rights shall remain with the Releasing Shipper for either its continued utilization or for release again pursuant to this Section 21.

- (c) Secondary Release of Firm Capacity: An Acquiring Shipper may subsequently release the capacity it has acquired in accordance with the terms of this Section 21 ("Secondary Release") thereby becoming a Releasing Shipper. A Secondary Release of capacity cannot operate to release greater capacity rights than the capacity acquired by the Releasing Shipper. Furthermore, to the extent that a Releasing Shipper acquired firm capacity subject

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Superseding: Second Revised Sheet No. 64

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21.2(c) (continued)

to a right of recall, the capacity then released by the Secondary Releasing Shipper, and any subsequent Secondary Release of the capacity thereafter, shall also be subject to the right of recall.

- (d) Prearranged Release of Firm Capacity for One Calendar Month or Less, or for the Maximum Rate, Volume and Term: A Releasing Shipper who wishes to release its firm capacity to a prearranged bidder on a temporary basis for a term of one (1) calendar month or less may do so without posting an offer for its firm capacity. The minimum term for such release shall be one (1) contract day and the term must be for a consecutive number of days within the same calendar month. The Releasing Shipper and its Acquiring Shipper shall notify Transporter of the terms of the Temporary Release by requesting an Addendum to Acquiring Shipper's Temporary Capacity Release Agreement by electronically submitting the offer and bid forms set forth on SoNet to Transporter no later than 3:00 p.m., Central Clock Time on the business day prior to the nomination deadline for the effective date of the release or by providing to Transporter the information contained on Transporter's offer and bid forms no later than 10:00 a.m., Central Clock Time on the business day prior to the nomination deadline for the effective date of the release. The Acquiring Shipper must also be prequalified for credit pursuant to Section 21.5(e) below and have executed a Temporary Capacity Release Agreement with Transporter. Once the term of the release hereunder has expired, the Releasing Shipper cannot release its capacity to the same Acquiring Shipper under this provision until twenty-eight (28) days or more have elapsed since the termination of the non-posted, prearranged release hereunder. A Releasing Shipper who wishes to release its firm capacity to a prearranged bidder for the maximum rate, volume, capacity and term offered, as discussed in Section 21.5(d) below, also may do so without posting an offer for its firm capacity, provided that the Releasing Shipper and its Acquiring Shipper comply with the notification requirements set forth above for non-posted releases. Transporter shall post on SoNet the terms of a release entered into under this Section as soon as possible, but no later than forty-eight (48) hours after the effective date of such released transaction.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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Superseding: First Revised Sheet No. 67

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21.4 (continued)

For Temporary Releases, the Releasing Shipper shall have the right to recall its capacity pursuant to the terms of the notice procedures set forth above in Section 21.2 (b) (3), if the Acquiring Shipper fails to pay its reservation charges pursuant to the provisions of Section 8 of these General Terms and Conditions. Such notice may be made by Releasing Shipper on SoNet; provided however, it will be Releasing Shipper's obligation, and not Transporter's responsibility, to ensure that the Acquiring Shipper has received such notice in a timely manner. Transporter shall not be required to credit all reservation charges billed to the Acquiring Shipper to the extent a Releasing Shipper's FTS Agreement under which it pays a discounted rate provides otherwise with respect to credits in excess of the Releasing Shipper's discounted rate. The Acquiring Shipper shall be obligated to pay Transporter the maximum commodity rate, plus all associated volumetric surcharges and fuel, applicable to the volumes Transporter transports under the Acquiring Shipper's FTS Agreement.

Transporter will retain the commodity rate, associated volumetric surcharges and fuel it receives from the Acquiring Shipper.

In the event the Acquiring Shipper fails to make payment during a month and Transporter does not have credit support in effect against which it can draw to obtain payment, unless a good faith dispute exists, the Releasing Shipper may elect to take assignment of Transporter's right to collect the account receivable from the Acquiring Shipper and Transporter shall prepare and execute all documents necessary to make such assignment.

If any of the transportation rates billed to and paid by the Acquiring Shipper under Acquiring Shipper's FTS Agreement are found by the Commission to exceed the rate which the Commission determines to be just and reasonable and Transporter is ordered to make refunds to Shippers which would have included the Releasing Shipper, the Acquiring

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Superseding: First Revised Sheet No. 69
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21.5 (a) (continued)

If the Releasing Shipper allows contingent bids to be submitted, each bidder submitting a valid, contingent bid must notify Transporter by the deadline set forth in the applicable timetables, unless the Releasing Shipper specifies another deadline pursuant to the foregoing procedures, that the contingency has been removed and the bid is to remain eligible for processing. It is provided, however, that the bidder does not have to notify Transporter of the removal of the type of contingency set forth in Section 21.5 (f) (11) since such contingency will be resolved during Transporter's determination of the best bids.

- (b) Offer of Firm Capacity: Pursuant to the schedules established in Section 21.8 below, a Shipper desiring to release firm capacity shall post on SoNet, on the standard form provided by Transporter on SoNet an offer of firm capacity (hereinafter called "Offer"), except as provided in Section 21.2(d) above. Transporter shall date and time stamp all Offers as they are received and shall post such Offer if it is complete unless the Releasing Shipper specifies a delayed time and date for its Offer to be posted. In such event, Transporter shall post the Offer at the time specified by the Releasing Shipper, provided that such time does not conflict with the deadlines set forth in Section 21.8 below. In the event two or more Releasing Shippers wish to combine offers of capacity into one offer, the capacity must be released for the same term and each Releasing Shipper must appoint in writing or through SoNet, prior to posting of such an offer, the same agent for purposes of submitting a joint offer. Once an Offer is posted, it may be withdrawn by the Releasing Shipper at any time during the bid period where unanticipated circumstances justify, but such withdrawal must be made prior to the submission of any eligible bids. The Releasing Shipper must notify Transporter through SoNet of the change which necessitates the withdrawal of its Offer and such notice shall be placed on SoNet to notify all potential bidders of the withdrawal of the Offer.

Effective Date: 01/13/1994 Status: Effective

FERC Docket: RS92- 79-004

Original Sheet No. 69A Original Sheet No. 69A : Superseded

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21.5 (b) (continued)

In the event two or more Releasing Shippers wish to combine offers of capacity into one Offer, the capacity must be released for the same term and each Releasing Shipper must appoint in writing or on SoNet prior to the posting of such an Offer, the same agent for purposes of submitting a joint offer.

(c) Releasing Shipper's Offer: A Releasing Shipper's Offer shall include, inter alia, the following standard information:

- (1) the name of the Releasing Shipper;
- (2) the contract numbers of the Releasing Shipper's Agreements;
- (3) whether the release is permanent or temporary;
- (4) if a temporary release,
 - (a) whether the release is firm or subject to a right of recall;
 - (b) if subject to recall, the identifiable condition(s) precedent upon which the recall right will be asserted;

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Superseding: Second Revised Sheet No. 72

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21.5(d) (continued)

basis, (iii) the date and time the Offer was posted on SoNet, and (iv) the date and time in which the bid period ends.

- (d) **Prearranged Bidders:** A Releasing Shipper must post in its Offer for a term of one month or more any "Prearranged Bid" to be made on the firm capacity offered for release. However, the "Prearranged Bidder" must also meet all of the requirements established for bidders pursuant to Section 21.5(e)-(g) below. A Prearranged Bidder must also post its bid in accordance with Section 21.5(f) below except as provided in Section 21.2(d) above. If the Prearranged Bidder tenders a bid for the offered capacity at the maximum reservation charge applicable to the Releasing Shipper's service and the waiver of the maximum rate on short-term (less than one year) releases until September 30, 2002 is not applicable to the release, for the full volume, capacity and term offered by the Releasing Shipper, and the Prearranged Bidder satisfies all of the requirements of Section 21.5(e)-(g) below, the Prearranged Bid will be deemed the "best bid." Transporter shall thereafter post on SoNet the identity of the Prearranged Bidder, and the terms upon which the capacity was released.

In all other situations, the Prearranged Bid shall constitute the minimum bid price for all other bidders, and shall be posted on the Offer as such. If Transporter does not receive any better bid by the date on which all bids are due, the Prearranged Bid shall be deemed the best bid. If Transporter does receive a better bid by the date on which all bids are due, the Prearranged Bidder shall have the right to match the terms of the better bid by the deadline specified in Section 21.8 below. If the Prearranged Bidder matches the better bid, the Prearranged Bidder shall be deemed to have made the best bid.

- (e) **Prequalified Bidder Requirement:**

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

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Superseding: First Revised Sheet No. 73

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(Continued)

21.5(e) (1) (continued)

- (1) All parties desiring to bid on firm capacity offered by a Releasing Shipper must be prequalified by Transporter as creditworthy in order to be eligible to submit a bid on an offer of released capacity. The potential bidder must submit to Transporter credit information sufficient for Transporter to determine the party's creditworthiness, unless Transporter agrees it has already determined the bidder to be creditworthy or to have suitable credit on file with Transporter. A bidder's creditworthiness shall be assessed on the same basis as a Shipper's creditworthiness under the terms of Transporter's Rate Schedule FTS. If a bidder does not qualify under Transporter's creditworthiness standards, the bidder may qualify by providing one of the credit alternatives set forth in Section 13(f) of Rate Schedule FTS herein as applicable based on the terms of the Offer for which bids are to be submitted. If a party does not qualify as a prequalified bidder pursuant to this Section 21.5(e), the party cannot bid on an Offer until it does qualify. Transporter shall process each bidder's request for prequalification in a diligent manner but estimates that it will take at least five (5) business days to process an average request.

- (2) Prior to submitting a bid on Permanent Release of capacity offered by a Releasing Shipper, the bidder must submit to Transporter on SoNet a valid Transportation Service Request Form as provided in Section 17 to these General Terms and Conditions for the released capacity on which the bidder intends to submit a bid. Upon notice to Acquiring Shipper of its award of Permanent Release, Transporter and Acquiring Shipper shall execute an FTS Agreement or an amendment to Acquiring Shipper's existing FTS Agreement containing terms reflecting the Permanent Release.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 74 Second Revised Sheet No. 74 : Superseded
Superseding: First Revised Sheet No. 74
GENERAL TERMS AND CONDITIONS
(Continued)

21.5(e) (continued)

- (3) Prior to submitting a bid on a Temporary or Permanent Release of capacity offered by a Releasing Shipper, the bidder must request and execute an FTS Agreement in the form set forth in this Tariff. A potential bidder shall request an FTS Agreement by submitting to Transporter on SoNet a valid request form, in the format set forth in Article 17 to these General Terms and Conditions. Upon receipt of such request form, Transporter and the bidder shall execute the FTS Agreement electronically through SoNet, followed by written execution as soon as possible thereafter. The terms of each winning bid shall be set forth on an Addendum to the Acquiring Shipper's FTS Agreement, if the release is temporary or as an amendment if the release is permanent.
- (f) Bidding Procedures: All bids on an Offer, except as provided in Section 21.2(d) above, shall be transmitted electronically to Transporter on SoNet in the standard form provided on SoNet. Transporter shall date and time stamp all bids as they are received. Transporter shall post for viewing by other parties during the bid period all bids received on an Offer except that Transporter will not post for viewing the names of the bidders. A separate bid shall be submitted for each separate Offer on which a bidder wishes to bid. The price bid on any Offer of capacity must be submitted on a reservation charge basis unless the Offer provides that bids may be submitted on a volumetric rate basis.
- All bids on Temporary Releases of capacity must be for the specified firm Delivery Point/s and firm Receipt Point/s offered or at those alternate points

Effective Date: 01/13/1994 Status: Effective
FERC Docket: RS92- 79-005

First Substitute First Rev. Sheet No. 75 First Substitute First Rev. Sheet No. 75 : Superseded
Superseding: First Revised Sheet No. 75

GENERAL TERMS AND CONDITIONS
(Continued)

21.5(f) (continued)

which Transporter determines to have available firm capacity for the capacity offered, subject to any firm capacity limitations, including the availability of excess meter station capacity. The Delivery Point/s awarded to the Acquiring Shipper under this Section 21 shall constitute the only Exhibit B Delivery Point/s to which the Acquiring Shipper is entitled under the FTS Agreement or Temporary Capacity Release Agreement entered into with Transporter pursuant to these provisions. The Acquiring Shipper shall be eligible for use of all Exhibit B-1 Delivery Points on a preferred interruptible basis, however, in accordance with Section 3.4 of these General Terms and Conditions. The Receipt Point/s awarded to the Acquiring Shipper under this Section 21 shall constitute the only Exhibit A Receipt Points to which the Acquiring Shipper is entitled under the FTS Agreement or Temporary Capacity Release Agreement entered into with Transporter pursuant to these provisions. The Acquiring Shipper shall be eligible for use of all Exhibit A-1 Receipts Points on a preferred interruptible basis, however, in accordance with Section 2.3 of these General Terms and Conditions.

The bidder shall also submit electronically through SoNet the applicable request form for service with its bid as specified in Section 21.5(e) (2) and (3) above. The bid shall include inter alia the following information included in the standard bid form on Transporter's electronic bulletin board:

Effective Date: 03/27/2000 Status: Effective

FERC Docket: RP00-431-000

Fourth Revised Sheet No. 76 Fourth Revised Sheet No. 76 : Superseded
Superseding: Third Revised Sheet No. 76

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21.5(f) (continued)

- (1) the bidder's name;
- (2) the bidder's DUNS number;
- (3) the offer number on which the bid is being made and the contract number(s) of the Releasing Shipper's Agreement;
- (4) the reservation charge bid per Mcf for the released capacity or the reservation charge bid at a volumetric rate per Dth based on the requirements of the Offer; provided, however, that the reservation charge bid may exceed the maximum rate applicable to the service as set forth on the currently effective Tariff Sheet Nos. 7 and 7A for releases of less than one year until September 30, 2002;
- (5) whether the bidder is a Prearranged Bidder;
- (6) the term for which the bid is being made;
- (7) whether the bid is for the full volume offered at the Delivery Points specified in the Offer and, if not, the total volume being bid at each Delivery Point;
- (8) if the bidder wishes to request firm Delivery or Receipt Points other than those firm points specified in the Offer, the Delivery or Receipt Points requested and relevant Point Codes;
- (9) the bidder's FTS Agreement number;
- (10) if contingent bids are allowed by the Offer, the contingency and the terms and conditions thereof;

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 81 Second Revised Sheet No. 81 : Superseded
Superseding: First Revised Sheet No. 81

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21.5 (j) (continued)

notified by Transporter through SoNet. Transporter shall further notify all bidders through SoNet that a best bid has been accepted. If a Permanent Release is awarded, an FTS Agreement or amended FTS Agreement between Transporter and the

Acquiring Shipper, incorporating the terms of the accepted bid, shall be tendered and executed electronically on SoNet by the applicable execution deadline established in Section 21.8 below. If a Temporary Release is awarded, Transporter will provide to Acquiring Shipper an Addendum which reflects the terms of Acquiring Shipper's winning bid according to the schedule established in Section 21.8 below. After the conclusion of the offer/bid cycle, Transporter shall post on SoNet as soon as possible after the released capacity is awarded, the Acquiring Shipper's name, the terms of the best bid, i.e. price, volume, Delivery Point/s and term, and whether the bidder is affiliated with Transporter. Such notice shall stay on SoNet for at least thirty (30) days.

- (k) If no bids are submitted by the date upon which all bids are due, the Offer shall be removed from SoNet. Furthermore, all Releasing Shippers and Acquiring Shippers must comply with the deadlines established in Section 21.8 of this FERC Gas Tariff for taking the actions described in this Section 21 in order to avoid cancellation of their offers or bids by Transporter.

21.6 Incentive Fee:

- (a) If the Releasing Shipper and Transporter so agree, Transporter shall receive a mutually agreeable fee for taking action to market Releasing Shipper's firm capacity so long as such actions constitute more than merely posting the Releasing Shipper's Offer.

Effective Date: 03/27/2000 Status: Effective
 FERC Docket: RP00-431-000

Fourth Revised Sheet No. 82 Fourth Revised Sheet No. 82 : Superseded
 Superseding: Third Revised Sheet No. 82

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21.7 Offers to Purchase Firm Capacity:

Transporter agrees to post on SoNet at a party's request offers to purchase firm capacity on a permanent or temporary basis. Each offer will remain on SoNet for five (5) business days before it is removed, unless the requesting party notifies Transporter prior to the expiration of any five-day period that it wishes to extend the posting for an additional five (5) business days.

21.8 Capacity Release Timetables:

- (a) The following deadlines apply to all offers to release firm capacity under the provisions of Section 21 of these General Terms and Conditions which are with a Prearranged Bidder and not subject to bid by other parties, i.e., releases for the maximum Reservation Charge (including surcharges) when the waiver of the maximum rate ceiling on short-term (less than one year) releases until September 30, 2002 is not applicable to the release and releases for 31 consecutive days or less that are not roll-overs of previous non-posted releases with the same Prearranged Bidder. The Prearranged Bidder must take all actions required by Section 21 within the following time periods to avoid disqualification.

TIMETABLE 1:

On the Day Nominations Are Due for the Day of Release -

If Releasing Shipper Uses Standard Best Bid Criteria and Tie Breakers and Allows No Contingencies	If Releasing Shipper Uses Nonstandard Best Bid Criteria or Tie Breaker Or Allows Contingencies	Event
By 9:00 a.m. by the day of nominations	Apply Timetable 2	Offer submitted electronically by Releasing Shipper. Bid submitted electronically Prearranged Bidder Transporter begins capacity evaluation
By 10:00 a.m.		Addendum to Acquiring Shipper's FTS Agreement is available on SoNet.

Effective Date: 12/01/1998 Status: Effective
 FERC Docket: RP98-365-000

Third Revised Sheet No. 83 Third Revised Sheet No. 83 : Superseded
 Superseding: Second Revised Sheet No. 83
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21.8 (continued)

(b) The following deadlines apply to all offers to release firm capacity under the provisions of Section 21 of these General Terms and Conditions for a term of less than five months. All parties who wish to submit such offers or who wish to bid on such posted offers (including a Prearranged Bidder) must take all actions required by Section 21 within the following time periods to avoid disqualification.

TIMETABLE 2:
 Business Day Prior to Nominations Deadline for the Day of Release -

If Releasing Shipper Uses Standard Best Bid Criteria and Tie Breakers*	If Releasing Shipper Uses Non-Standard Best Bid Criteria or Tie Breaker	Event
1 (1:00 p.m.)	2 (1:00 p.m.)	Offer posted by Releasing Shipper
1 (2:00 p.m.)	2 (2:00 p.m.)	Open Season Ends.
1 (2:00 p.m.)	2 (2:00 p.m.)	Evaluation period begins: - contingencies eliminated - determination of best bid is made - ties are broken
1 (3:00 p.m.)	1 (3:00 p.m.)	Evaluation period ends. Prearranged Bidder notified on on SoNet of need for match or award.
1 (4:00 p.m.)	1 (4:00 p.m.)	Prearranged Bidder chooses to match or not.
1 (5:00 p.m.)	1 (5:00 p.m.)	Award posted. Addendum to Acquiring Shipper's FTS Agreement is available on SoNet.

* Note: If the Releasing Shipper's offer does not provide for contingent bids, then the deadlines in this column shall be based on the number of CALENDAR DAYS prior to the nomination deadline for effective date of the release.

Effective Date: 12/01/1998 Status: Effective
 FERC Docket: RP98-365-000

Third Revised Sheet No. 84 Third Revised Sheet No. 84 : Superseded
 Superseding: Second Revised Sheet No. 84
 GENERAL TERMS AND CONDITIONS
 (Continued)

21.8 (continued)

(c) The following deadlines apply to all offers to release firm capacity under the provisions of Section 21 of the General Terms and Conditions for a term of 5 months or more. All parties who wish to submit such offers or who wish to bid on such posted offers must take all actions required by Section 21 within the following time periods to avoid disqualification.

TIMETABLE 3:
 Business Day Prior to Nominations Deadline for the Day of Release -

If Releasing Shipper Uses Standard Best Bid Criteria and Tie Breakers*	If Releasing Shipper Uses Non-Standard Best Bid Criteria or Tie Breaker	Event
4 (1:00 p.m.)	5 (1:00 p.m.)	Offer posted by Releasing Shipper.
1 (2:00 p.m.)	2 (2:00 p.m.)	Open Season ends.
1 (2:00 p.m.)	2 (2:00 p.m.)	Evaluation period begins: - contingencies eliminated - determination of best bid is made - ties are broken
1 (3:00 p.m.)	1 (3:00 p.m.)	Evaluation period ends. Prearranged Bidder notified on SoNet of need for match or award.
1 (4:00 p.m.)	1 (4:00 p.m.)	Prearranged Bidder chooses to match or not.
1 (5:00 p.m.)	1 (5:00 p.m.)	Award posted. Addendum to Acquiring Shipper's FTS Agreement is available on SoNet.

* Note: If the Releasing Shipper's offer does not provide for contingent bids, then the deadlines in this column shall be based on the number of CALENDAR DAYS prior to the nomination deadline for the effective date of the release.

Effective Date: 09/04/2000 Status: Effective

FERC Docket: RP00-431-000

Second Revised Sheet No. 89A Second Revised Sheet No. 89A : Superseded

Superseding: First Revised Sheet No. 89A

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(Continued)

22. PREGRANTED ABANDONMENT OF LONG-TERM, FTS AGREEMENTS

- 22.1 The following provisions shall apply to any FTS Agreement which has a primary term of one (1) year or more that (a) is in effect prior to September 4, 2000 or (b) commences on or after September 4, 2000 and the Agreement provides for twelve (12) months or more of consecutive service at the maximum rate applicable to the service or, if the service is not available for twelve (12) consecutive months, the Agreement provides for service for more than one year at the maximum rate applicable to the service. No later than forty-five (45) days prior to the effective termination date of Shipper's FTS Agreement, whether such date is specified in the Agreement or in Transporter's notice of termination as allowed by such Agreement, Transporter shall post on SoNet the capacity which will be available upon the termination of Shipper's FTS Agreement.

Each bidder for Shipper's firm capacity, or any part thereof, must submit its bid to Transporter in writing or through SoNet with the appropriate service request form and any required prepayment under Transporter's FERC Gas Tariff

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 90 First Revised Sheet No. 90 : Superseded
Superseding: Original Sheet No. 90
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22.1 (continued)

applicable to the service unless already on file with Transporter, within the time specified by Transporter on SoNet. Each bid shall contain the term for which the capacity is sought and the percentage of the maximum rate in effect during said term which the bidder is willing to pay for the capacity, not to exceed 100% of the maximum rate. If Transporter receives more than one bid for Shipper's capacity, and it does not reject all bids as provided below, it will choose the bid, or combination of bids, which generates the most revenue on a net present value basis, ("best bid"); provided, however, that Transporter reserves the right to reject any bid which is for less than 100% of the maximum rate applicable to Shipper's firm service. Net present value will be determined by multiplying the rate bid by the volume bid discounted to present value based on the currently effective interest rates issued by the Commission.

Transporter will notify Shipper of the best bid received in an arm's length transaction, which Transporter is willing to accept and Shipper shall have a specified time, but no less than fifteen (15) days, within which it must match the price percentage and contract term, not to exceed five (5) years, offered in the best bid in order to retain its firm capacity. If Shipper matches the best bid, Transporter and Shipper will enter into a new FTS Agreement reflecting the terms of Shipper's matching bid. If Shipper fails to match the best bid within the time allowed by Transporter, Shipper's existing FTS Agreement will be subject to pregranted abandonment upon the effective termination date of Shipper's FTS Agreement and Transporter will enter into a new FTS Agreement of even date with the party or parties offering the best bid.

In the event Transporter does not receive any bids for Shipper's capacity or any bids which are acceptable to Transporter, Shipper shall have the right to retain its firm capacity at the maximum rate applicable thereto, or any discount agreed to by Transporter, for an additional term as requested by Shipper. If Shipper refuses to renew its FTS Agreement at the maximum rate, absent an agreement by Transporter to discount, said Agreement shall be subject to pregranted abandonment on the effective date of termination.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 91 First Revised Sheet No. 91 : Superseded
Superseding: Original Sheet No. 91
GENERAL TERMS AND CONDITIONS
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22.1 (continued)

Upon completion of the foregoing process, Transporter shall notify all bidders through SoNet of the outcome of such process.

If Shipper gives notice to terminate its FTS Agreement pursuant to the provisions contained therein, said Agreement shall be subject to pregranted abandonment on the effective date of Shipper's termination notice.

23. LIQUIDS AND LIQUEFIABLES TRANSPORTATION

23.1 Any Shipper desiring to have liquids transported through Transporter's System to a liquids removal facility following the effective date of this Section 23 shall enter into a Liquids Transportation Agreement with Transporter.

23.2 Any Shipper desiring to have liquefiabiles transported through Transporter's system to a processing facility following the effective date of this Section 23 shall enter into a Liquefiabiles Transportation Agreement in the form contained in this FERC Gas Tariff.

24. ELECTRONIC BULLETIN BOARD

Transporter shall maintain an interactive bulletin board on its electronic computer system ("SoNet Premier") for the purpose of providing its Shippers and third parties equal and timely access to Transporter's Transportation Log, Standards of Conduct and information relevant to the availability of capacity on Transporter's system, whether the capacity is available from Transporter or a Releasing Shipper under the provisions of Section 21 hereof. Transporter shall also provide each Shipper access through SoNet Premier to information related to activity under its agreements with Transporter, such as nominations and estimated imbalances. Furthermore, Transporter shall administer each Shipper's release of firm capacity, as more particularly described in Section 21 hereof, exclusively through SoNet Premier and shall provide to Shipper other interactive capabilities such as the ability to request service amendments or discounts, submit nominations, confirmations and PDA's, view agent appointments and execute Agreements and amendments. It is understood and agreed that Transporter, through SoNet Premier, shall make available to Shippers or working interest owners sufficient details to support the quantities of gas allocated to that party under the PDA method at each point.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 92 First Revised Sheet No. 92 : Superseded
Superseding: Original Sheet No. 92
GENERAL TERMS AND CONDITIONS
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24 (continued)

The bulletin board feature of SoNet Premier will display current information first, have on-line help, a menu of available information for ease of reference, and search functions. Any party with access to SoNet Premier will be able to download information provided on SoNet Premier's bulletin board. Transporter shall maintain and retain daily back-up records of the information displayed on SoNet Premier's bulletin board for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on SoNet Premier for at least thirty (30) days and then will be archived. Archived information will be available from Transporter upon fifteen (15) days prior written notice. Copies of archived information will be made available at \$.05 per page if a paper copy is requested or \$10.00 per diskette. To receive access to SoNet Premier, Shipper or any party must execute and comply with the terms of the SoNet Premier Agreement which is included in this FERC Gas Tariff. Transporter shall then provide to the SoNet CUSTOMER under the SoNet Premier Agreement a copy of the communications software necessary to access SoNet Premier, but the SoNet CUSTOMER shall be responsible for providing all computer equipment necessary to use such software and interface with SoNet Premier.

Shipper may use SoNet Premier to execute any Agreement or amendment thereto, provided that Shipper has designated a representative to perform the contracting function under the SoNet Premier Agreement which is authorized to execute such Agreements on SoNet Premier. However, Transporter will require, in addition to the electronic execution through SoNet Premier, written execution of FTS Agreements and Amendments by Shipper for its records. Except as specifically provided below in Section 25, any routine notices, requests, and other communications required to be in writing may be satisfied by Shipper through submission of such communications over SoNet Premier. All forms set forth or referenced in the Tariff will also be maintained on SoNet Premier for Shipper's use. Any specific notices throughout this FERC Gas Tariff requiring communications to be in writing shall be in writing unless agreed to otherwise by the parties. Submission of information, notices, communications, and execution of documents by Shipper through SoNet Premier shall be legally binding on Shipper.

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25. DISPATCHING NOTICES

25.1 All notices concerning the daily nomination and confirmation of gas supplies, including predetermined allocation statements, for transportation shall be given by facsimile machine to the number specified in the Agreement.

25.2 All notices concerning the limitation or interruption of the transportation of gas supplies or other similar matters concerning the dispatching of gas shall be given by telephone to the number specified in the Agreement.

25.3 Transporter and Shipper may agree in writing to an alternative method of giving notice to those specified in Sections 25.1 and 25.2. Any such agreed upon alternative method of giving notice shall remain effective until rescinded by either party giving prior written notice to the other party. Transporter and Shipper may change any telephone number or facsimile machine number to which dispatching notices are to be given at any time by giving prior written notice to the other party.

25.4 On a daily basis, Transporter shall make available to all Shippers on its critical notice bulletin board and at each Shipper's electronic mail box, a list of any scheduled quantities that are being bumped due to capacity allocations.

26. EMERGENCY CONTACT AND CONSTRUCTIVE NOTICE

26.1 Transporter and Shipper shall specify in the Agreement the name, telephone number, and, if available, facsimile machine number, of up to three persons authorized to receive dispatching and emergency notices on a twenty-four-hours-a-day basis. Notices outside of normal business hours shall be given to this authorized representative. If either party is unsuccessful in contacting the other party's authorized representative at the telephone number provided in the Agreement, that party may establish constructive notice to the other party and that notice will be deemed duly given when either:

- (a) notice is sent by facsimile machine, in which case the notice shall be deemed given at the time the sending facsimile machine confirms that the message was sent, or

Effective Date: 02/26/1996 Status: Effective
FERC Docket: RP96-126-000

First Revised Sheet No. 94 First Revised Sheet No. 94 : Superseded
Superseding: Original Sheet No. 94

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26.1 (continued)

- (b) notice is attempted to be sent by facsimile machine, but the sending facsimile machine does not confirm that the message was sent, in which case Transporter shall make at least two additional attempts to send the message and the notice shall be deemed given at the time the third attempt is made or at the time the sending facsimile machine confirms that the transmission could not be sent, or
- (c) notice is attempted by making at least three telephone calls not less often than fifteen minutes apart, in which case the notice shall be deemed given at the time the third call is made.

27. CREDITING FLOWTHROUGH MECHANISM

27.1 During each twelve-month period following the effective date of this Section 27, Transporter shall accumulate (i) the amounts received under Section 5.8(a), (b), (c) and (d) of this FERC Gas Tariff; and (ii) the difference, if any, between the amounts received by Transporter under Section 6.2 above to this Tariff and the amounts paid by Transporter under Section 6.3 above to this Tariff; and (iii) the difference, if any, between the amounts received and the amounts paid by Transporter pursuant to Section 6.5 above to this Tariff; (iv) the difference, if any, between the amounts received and the amounts paid by Transporter pursuant to an Operational Balancing Agreement executed by Transporter and any of the interconnecting pipelines; and (v) the offset to any difference, if any, between the amounts debited and the amounts credited by Transporter for imbalance entries on Transporter's books of account under an Operational Balancing Agreement which uses a make-up "in-kind" methodology. Within sixty days following the end of each such twelve-month period, Transporter shall credit each Shipper which transported gas under Transporter's Rate Schedules FTS and ITS during said twelve-month period with its pro rata share of such accumulated amounts. Each Shipper's pro rata share shall be determined by multiplying the gas volumes stated in MMBtu's transported for such Shipper during the applicable twelve-month period by a unit rate calculated by dividing the total amounts to be accumulated pursuant to this

Seventh Rev. Sheet No. 95 Seventh Rev. Sheet No. 95 : Superseded
Superseding: Second Rev. Fourth Rev. Sheet No. 95

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27.1 (continued)

Section 27 for such twelve-month period by the total throughput stated in Dth's experienced on the System during such twelve-month period. If during the applicable twelve-month period, Transporter pays out more amounts than it receives, the amounts paid in that twelve-month period will be offset against any accumulated amounts during the subsequent twelve-month period.

28. GISB Standards

28.1 Transporter hereby incorporates into this Tariff by reference the following GISB business standards which have been adopted by the Commission in its regulations at 18 C.F.R. Section 284.10(b).

GISB Standards - Version 1.3:

1.1.8, 1.1.12, 1.1.17, 1.1.18, 1.1.19, 1.2.1, 1.2.2, 1.2.8, 1.2.12, 1.3.2(v)(vi), 1.3.22, 1.3.26, 1.3.27, 1.3.30, 1.3.35, 1.3.36, 1.3.38, 1.3.39, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.46, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.3.1, 2.3.3, 2.3.6, 2.3.10, 2.3.12, 2.3.13, 2.3.17, 2.3.18, 2.3.19, 2.3.21, 2.3.23, 2.3.25, 2.3.27, 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, 3.3.7, 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, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.3.1, 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, 5.3.5, 5.3.7, 5.3.10, 5.3.12, 5.3.17, 5.3.18, 5.3.21, 5.3.22, 5.3.30, 5.4.1-5.4.17

28.2 Transporter agrees to use and incorporates herein by reference, the Model Trading Partner Agreement adopted by GISB for the transaction of business with parties electing to use the electronic delivery mechanism standards set forth in Section 4 of the GISB Standards.

28.3 Transporter agrees to accept and provide standardized data elements for EDI pursuant to Version 1.3 of the GISB Standards which are incorporated herein by reference. A copy of Transporter's Implementation Guide for EDI transactions is available upon request.

29. Discount Terms

In the event Transporter agrees to discount its rate to SHIPPER below Transporter's maximum rate, not to be less than Transporter's minimum rate, the following discount terms may apply without the discount constituting a material deviation from Transporter's proforma Service Agreement(s). Such discounted rate may apply:

- 1) Only to specified quantities under SHIPPER's Agreement(s);
- 2) Only if specified quantities are achieved (with maximum rates applicable to volumes above specified quantities or to all quantities if specified quantities are never achieved);
- 3) Only in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);
- 4) Only during specified periods of the year or over specifically-defined periods of time;
- 5) Only to specified receipt or delivery points; and/or
- 6) Only to production reserves dedicated by the SHIPPER.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

Second Revised Sheet No. 104 Second Revised Sheet No. 104 : Superseded
Superseding: First Revised Sheet No. 104

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

5. DATA REQUIRED FOR VALID REQUEST FOR
TRANSPORTATION

Requests for interruptible transportation hereunder shall be deemed valid only after a Shipper provides in writing to Transporter's Customer Services Department, Sea Robin Pipeline Company, P.O. Box 2563, Birmingham, Alabama 35202-2563 the following information and a completed copy of the Transportation Service Request Form set out in Section 17 of the General Terms and Conditions:

- (a) Full legal name of SHIPPER, identity of the Shipper, Dun & Bradstreet (DUNS) number, address, contact person, 24-hour telephone number or beeper number, 24-hour facsimile machine number (if available), three (3) contact persons for emergencies, type of legal entity, and state of incorporation, if a corporation.
- (b) TERM OF SERVICE
 - (i) The date service is requested to commence provided, however, the request shall not be deemed valid if filed more than ninety (90) days prior to the date service is to commence.
 - (ii) The date service is requested to terminate.
- (c) CERTIFICATION - Certification from the Shipper (i) that it has good title to the gas or a current contractual right to acquire title and (ii) that it has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of service.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP97-192-000

First Revised Sheet No. 106 First Revised Sheet No. 106 : Superseded
Superseding: Original Sheet No. 106

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

7. RATE

Shipper shall pay Transporter each month under this Rate Schedule ITS a one-part commodity charge for each Dth of gas delivered by Transporter together with such other charges as are identified in this Section 7 or in Section 10 and 11 of this Rate Schedule ITS or imposed under Section 5.8 of the General Terms and Conditions.

- (a) The maximum monthly transportation commodity charge for ITS Service shall be the applicable maximum unit rate(s) set out on the currently effective Sheet No. 8 of this Tariff multiplied by the quantity of gas expressed in Dtu actually delivered by Transporter during the billing month.
- (b) In accordance with Section 154.402 of the Commission's Regulations the applicable Annual Charge Adjustment (ACA) as set out on the currently effective Sheet No. 8 will be charged.
- (c) Shipper shall reimburse Transporter in kind for fuel required in transporting gas hereunder as provided by Section 1.12 of the General Terms and Conditions.
- (d) The rate(s) which are stated on the currently effective Sheet No. 8 set forth the maximum rate applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the maximum rate for service under this Rate Schedule unless Transporter, in its reasonable judgment, offers to discount its rate to Shipper under this Rate Schedule. Any discount agreed to by Transporter and the effective period of any such discount shall be stated on an executed Revised Exhibit C to the ITS Agreement. The rate for service under this Rate Schedule shall not be discounted below the applicable minimum rate specified on the currently effective Sheet No.8.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 79-003

Original Sheet No. 109 Original Sheet No. 109 : Superseded

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

Transporter's Transportation Services Department personnel informed of its nomination of gas to be delivered or redelivered at each point of receipt and delivery and other operating information as provided in Section 5 of the General Terms and Conditions.

- (b) It shall be Shipper's responsibility to cause gas to be delivered to Transporter at the Transporter Receipt Point/s in accordance with the information supplied to Transporter's Transportation Services Department and Shipper shall indemnify and hold Transporter harmless from and against any and all claims, losses and causes of action arising out of, resulting from or caused by Shipper's failure to cause gas to be delivered in accordance with the information provided to Transporter. Shipper shall inform Transporter as soon as possible of any discrepancy between such information and actual deliveries to Transporter.
- (c) Shipper shall make all necessary arrangements with other parties at or upstream of the Transporter Receipt Point/s where it tenders gas to Transporter for transportation, and such arrangements shall otherwise meet the terms and conditions of this Rate Schedule ITS. Such arrangements shall be coordinated with Transporter's Transportation Services Department.
- (d) Transporter shall not be required to provide for balancing services, to place gas into or to withdraw gas from storage in order to provide service under this Rate Schedule ITS.
- (e) Transporter shall not be required to perform service under this Rate Schedule ITS unless all facilities necessary to render the requested service exist and are in good operating condition.
- (f) Transporter's services hereunder are contingent upon Shipper's obligation to pay for the services contemplated under the ITS Agreement in a timely fashion. Except to the extent there is a good

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 79-003

Original Sheet No. 113 Original Sheet No. 113 : Superseded

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- (a) This Rate Schedule FTS is available for firm transportation service by Sea Robin Pipeline Company (hereinafter called "Transporter") for any person (hereinafter called "Shipper") to the extent that:
 - (i) Capacity is available on Transporter's system or part thereof (including Receipt and Delivery Point/s) to provide service on a firm basis;
 - (a) In the event Transporter determines that firm capacity is currently unavailable, Transporter will provide Shipper, within 10 days of receipt of a valid request, with a statement that firm capacity is currently unavailable and a listing of all Shippers who currently hold firm capacity on Transporter's system. Offers to purchase capacity under FTS Agreements on permanent or temporary basis will be posted by Transporter on SoNet in accordance with Section 21.7 of the General Terms and Conditions.
 - (ii) Shipper makes a valid request as defined in Section 4 hereof and executes a Firm Transportation Service Agreement (FTS Agreement) in the form contained in this Tariff with Transporter applicable to service under this Rate Schedule FTS;
 - (iii) Such service complies with the terms and conditions of this Rate Schedule FTS.
- (b) For purposes of further determining availability of firm transportation service hereunder, Transporter shall not be required to provide any requested transportation service:

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE

- (a) The receipt of gas for transportation services performed under the Rate Schedule shall be:
- (i) on a firm basis for those Receipt Point/s specified in Exhibit A to the FTS Agreement, shall not be subject to limitation or interruption except as provided in Section 3(c) below and shall have priority over all of Transporter's interruptible services; and
 - (ii) on a preferred interruptible basis for those Receipt Point/s specified on Exhibit A-1 to the FTS Agreement and shall be subject in Transporter's reasonable judgment to the availability of excess capacity in Transporter's system. Receipt of gas under this Rate Schedule at the Exhibit A-1 Receipt Point/s shall have a priority over the receipt of gas for Transporter's interruptible services and shall have a priority subordinate to the receipt of gas for transportation services under Rate Schedule FTS at the Receipt Point/s specified on Exhibit A to the FTS Agreements and other firm agreements.

Notwithstanding the foregoing, a firm shipper shall not be entitled to utilize an Exhibit A-1 Receipt Point if such utilization would cause the reduction of existing quantities flowing at such point under ITS Agreements until all ITS Shippers at such point have been afforded twenty-four (24) hours prior notice of such utilization.

- (b) The transportation of gas received by Transporter under this Rate Schedule and the delivery of such gas to the Delivery Point/s specified in Exhibit B to the FTS Agreement shall be on a firm basis, shall not be subject to limitation or interruption, except as provided in Section 3(c) below, and shall have priority over all of Transporter's interruptible services.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Sub. First Rev. Sheet No. 118 First Sub. First Rev. Sheet No. 118 : Superseded
Superseding: First Revised Sheet No. 118

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

The delivery of gas under this Rate Schedule at Delivery Point/s specified on Exhibit B-1 to the FTS Agreement shall be subject in Transporter's reasonable judgment to the availability of excess capacity in Transporter's system. Delivery of gas under this Rate Schedule at Exhibit B-1 Delivery Point/s shall be on a preferred interruptible basis and shall have a priority over the delivery of gas for Transporter's interruptible services and a priority subordinate to the delivery of gas at the Delivery Point/s specified on Exhibit B to the FTS Agreement and deliveries under other firm transportation services. Notwithstanding the foregoing, a firm shipper shall not be entitled to utilize an Exhibit B-1 Delivery Point if such utilization would cause the reduction of existing quantities flowing at such point under ITS Agreements until all ITS Shippers at such point have been afforded twenty-four (24) hours prior notice of such utilization.

- (c) Subject to the provisions of the preceding paragraphs, firm transportation services of Transporter under this Rate Schedule FTS shall have priority over all of Transporter's interruptible transportation services. Service hereunder may be limited as necessary on any one or more segments of Transporter's system on a pro rata basis with respect to all priorities of service hereunder and under Rate Schedule FTS-2, due to capacity constraints on Transporter's system.
- (d) Transporter shall allocate any available firm capacity to persons which make a valid request under Section 5 hereof, on a net present value basis in conformance with the terms of Section 4(g) set forth in Rate Schedule FTS-2 to this Tariff. Requests under this Rate Schedule and Rate Schedule FTS-2 will be evaluated together under the same criteria. For purposes of determining the net present value of service requested under this Rate Schedule only revenue generated by the reservation charge component will be considered.

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

Second Revised Sheet No. 121 Second Revised Sheet No. 121 : Superseded
Superseding: First Revised Sheet No. 121

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

reactivation of the original FTS Agreement by notifying Transporter in writing of its desire to have the Agreement reactivated and stating the term for which service is desired, not to exceed the term specified in the original FTS Agreement.

5. DATA REQUIRED FOR VALID REQUEST FOR
TRANSPORTATION

Requests for firm transportation hereunder shall be deemed valid only after the following information, including a completed copy of the Transportation Service Request Form set out in Section 17 of the General Terms and Conditions, is provided in writing to Transporter:

- (a) GAS QUANTITIES - An aggregate MDQ, and MDQ applicable to each Receipt and Delivery Point, which should be expressed in Mcf individually for each point of receipt and each point of delivery. Transporter shall not be obligated to accept requests for less than 100 Mcf per day unless such volumes can be metered.
- (b) RECEIPT POINT(S) - The point(s) and Receipt Point Code Number at which Shipper desires Transporter to receive gas on a firm basis;
- (c) DELIVERY POINT(S) - The point(s) and Delivery Point Code Number at which Shipper desires Transporter to deliver gas on a firm basis;

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP97-192-000

First Revised Sheet No. 124 First Revised Sheet No. 124 : Superseded
Superseding: Original Sheet No. 124

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

7. RATE

Shipper shall pay Transporter each month under this Rate Schedule FTS a two-part rate consisting of (i) a reservation charge based on Shipper's MDQ and (ii) a commodity charge for each Dth of gas delivered by Transporter. Shipper shall also pay Transporter such other charges as are identified in this Section 7 or in Sections 10 and 11 of this Rate Schedule FTS or imposed under Section 5.8 of the General Terms and Conditions.

- (a) The monthly reservation charge shall be the applicable rate set out on the currently effective Sheet No. 7 of this Tariff multiplied by Shipper's MDQ multiplied by the systemwide Btu factor of 1.020 set forth in Section 5.2 of the General Terms and Conditions.
The maximum monthly commodity charge shall be the applicable maximum unit commodity rate(s) set out on the currently effective Sheet No. 7 of this Tariff multiplied by the quantity of gas expressed in Dth actually delivered by Transporter during the billing month.
- (b) In accordance with Section 154.402 of the Commission's Regulations the applicable Annual Charge Adjustment (ACA) as set out on the currently effective Sheet No. 7 will be charged.
- (c) Shipper shall reimburse Transporter in kind for fuel required in transporting gas hereunder as provided by Section 1.12 of the General Terms and Conditions.
- (d) The rate(s) which are stated on the currently effective Sheet No. 7 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the maximum rate for service under this Rate Schedule unless Transporter in its reasonable judgment offers to discount its rate to Shipper under this Rate Schedule. Any discount agreed to by Transporter and the effective period of any such discount

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

shall be stated on an executed Revised Exhibit C to the FTS Agreement. The rate for service under this Rate Schedule shall not be discounted below the applicable minimum rate specified on the currently effective Sheet No.7.

- (e) Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported, and provisions for discounts and any other information which may be required.
- (f) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; (ii) this Rate Schedule FTS; and (iii) Transporter's General Terms and Conditions. Transporter agrees that Shipper may protest or contest the aforementioned filings.

8. BACKHAULS AND EXCHANGES

Backhauls and Exchanges shall be subject to the same charges as other transportation arrangements except that no fuel need be charged.

9. MINIMUM MONTHLY BILL

The reservation charge.

10. OTHER CHARGES

Upon presentment, Shipper shall reimburse to Transporter within ten (10) business days after the later of the commencement of service hereunder or the payment by Transporter for the fees required by the

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

FTS shall be at the interconnection of Transporter's and Shipper's facilities (or facilities of third-parties as may be applicable), or at such other point(s), as specified in the FTS Agreement.

13. OPERATING CONDITIONS

- (a) Upon request of Transporter, Shipper shall from time to time submit estimates of the daily, monthly, and annual quantities of gas to be transported under this Rate Schedule FTS, including peak day requirements, together with the estimated amounts thereof applicable to each point of delivery and each point of receipt and such other operating data as Transporter may require in order to plan its operations, to meet its system requirements, and to render adequate service to its customers. Shipper shall also keep Transporter's Transportation Services Department personnel informed of its nominations of gas to be delivered or redelivered at each point of receipt and delivery and other operating information as provided in Section 5 of the General Terms and Conditions.
- (b) It shall be Shipper's responsibility to cause gas to be delivered to Transporter at the Transporter Receipt Point/s in accordance with the information supplied to Transporter's dispatcher or other appropriate personnel and Shipper shall indemnify and hold Transporter harmless from and against any and all claims, losses and causes of action arising out of, resulting from or caused by Shipper's failure to cause gas to be delivered in accordance with the information provided to Transporter. Shipper shall inform Transporter as soon as possible of any discrepancy between such information and actual deliveries.
- (c) Shipper shall make all necessary arrangements with other parties at or upstream of the Transporter's Receipt Point/s where it tenders gas to Transporter for transportation, and such arrangements shall otherwise meet the terms and conditions of this Rate Schedule FTS.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-79-003

Original Sheet No. 128 Original Sheet No. 128 : Superseded

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

Such arrangements shall be coordinated with Transporter's Transportation Services Department.

- (d) Transporter shall not be required to provide balancing services, to place gas into or to withdraw gas from storage in order to provide service under this Rate Schedule FTS.
- (e) Transporter shall not be required to perform service under this Rate Schedule FTS unless all facilities necessary to render the requested service exist and are in good operating condition.
- (f) Transporter's services hereunder are contingent upon Shipper's obligation to pay for the services contemplated under the FTS Agreement in a timely fashion. Except to the extent there is a good faith dispute as to the amount of a bill, in which case payment shall be made in accordance with Section 8.2 of the General Terms and Conditions, if at any time Shipper is more than twenty (20) days in arrears in its payments to Transporter for service provided hereunder and upon prior notice to Shipper, Transporter may suspend performance of future service pending such assurance of payments, may demand reasonable security for payment, or may require advance payment in cash or on a more frequent basis than a monthly billing cycle, or may take such other action as Transporter deems reasonable under the circumstances to protect Transporter's interests. Notwithstanding the foregoing, however, (a) Transporter will not suspend performance of service if Shipper prepays for three (3) months of service assuming full contract quantity or posts a surety bond in that amount, and (b) Transporter will not terminate service to Shipper prior to receiving abandonment authorization to the extent required by Section 7 (b) of the Natural Gas Act. Transporter may also require Shipper at any time to supply Transporter with credit information including, but not limited to three (3) credit references, Shipper's most recent audited or otherwise verified financial statement, annual report and Form 10-K

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130A Original Sheet No. 130A : Superseded

RATE SCHEDULE FTS-2
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

(a) This Rate Schedule is available to any party (SHIPPER) that requests transportation of natural gas on a firm basis under this Rate Schedule from TRANSPORTER when:

(i) TRANSPORTER'S pipeline facilities have sufficient capacity and are able to provide said transportation;

(ii) SHIPPER submits a valid request consistent with the requirements of this Rate Schedule and Section 17 of the General Terms and Conditions applicable hereto including providing assurances of SHIPPER'S solvency and ability to perform;

(iii) SHIPPER and TRANSPORTER have executed a Service Agreement for service under this Rate Schedule FTS-2 ("FTS-2 Agreement"); and

(iv) SHIPPER has executed a Reserve Commitment Agreement with TRANSPORTER in the form contained in TRANSPORTER'S Tariff hereto.

Natural gas dedicated pursuant to a Reserve Commitment Agreement is eligible for firm transportation services only under this Rate Schedule FTS-2. SHIPPER shall execute no more than one (1) Service Agreement per Committed Lease dedicated under a Reserve Commitment Agreement.

(b) TRANSPORTER shall not be obligated to construct, modify, or acquire facilities to perform transportation services under this Rate Schedule; provided, however, that TRANSPORTER may agree on a nondiscriminatory basis to construct, modify, expand or acquire facilities to enable it to perform such service.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130B Original Sheet No. 130B : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (c) TRANSPORTER shall have no obligation to accept any gas for transportation under this Rate Schedule FTS-2 unless SHIPPER (i) agrees to dedicate for delivery into and transportation through TRANSPORTER'S pipeline facilities all natural gas produced by or for the account of SHIPPER, or an affiliate of SHIPPER which SHIPPER controls (as defined in Section 1.2 of the Reserve Commitment Agreement), pursuant to the terms of a Reserve Commitment Agreement, from specific Outer Continental Shelf (OCS) Leases or State Waters Leases having estimated proven recoverable reserves of at least 40 Bcf attributable to SHIPPER'S interests and its affiliates or aggregated with other SHIPPERS' interests in such leases which are committed to TRANSPORTER pursuant to a Reserve Commitment Agreement (such Lease(s) being referred to herein as "Committed Lease(s)"); and (ii) demonstrates with sufficient information to TRANSPORTER'S reasonable satisfaction the estimated proven recoverable reserves attributable to SHIPPER'S interest or aggregate committed interests in the Committed Lease(s). Any SHIPPER with Committed Leases connected to Sea Robin as of August 1, 1997, may be eligible for this Rate Schedule notwithstanding the fact that the proven recoverable reserves associated with the Committed Leases are less than 40 Bcf; provided, however, if a SHIPPER with connected reserves also has any Committed Leases with production connected after August 1, 1997, such Committed Leases must meet the 40 Bcf criteria set forth above.
- (d) TRANSPORTER shall have no obligation to accept any gas for transportation under this Rate Schedule FTS-2 other than the gas produced from working interests of SHIPPER or its affiliates in the Committed Leases or which SHIPPER has the right to market under a joint operating or similar agreement and that is dedicated to TRANSPORTER'S system under a Reserve Commitment Agreement.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 130C Original Sheet No. 130C : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to firm transportation service rendered by TRANSPORTER for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations and pursuant to the Service Agreement for transportation service under this Rate Schedule. Service hereunder shall consist of the receipt, transportation and delivery of gas as set forth below.
- (b) The receipt of gas tendered by SHIPPER from the Committed Leases for transportation services performed under this Rate Schedule shall:
 - (i) be on a firm basis for those primary Receipt Points specified on Exhibit A to the Service Agreement and shall not be subject to interruption or limitation, except as provided herein and in Sections 7.3 and 8.2 of the General Terms and Conditions. This service shall have priority over all of TRANSPORTER'S interruptible and preferred-interruptible services; and
 - (ii) be on a preferred interruptible basis for those secondary Receipt Points specified on Exhibit A-1 to the Service Agreement and shall be subject, in TRANSPORTER'S reasonable judgment, to the availability of capacity in TRANSPORTER'S pipeline facilities and to the operating conditions and system requirements of TRANSPORTER. Receipt of gas under this Rate Schedule at the Exhibit A-1 Receipt Points shall have a priority over the receipt of gas for TRANSPORTER'S interruptible services and shall have a priority subordinate to the receipt of gas at primary Receipt Points specified on Exhibit A to the Service Agreements under this Rate Schedule and Rate Schedule FTS; and
 - (iii) have a comparable priority with service under Rate Schedule FTS; and

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130D Original Sheet No. 130D : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (iv) notwithstanding the foregoing, a firm SHIPPER shall not be entitled to utilize an Exhibit A-1 Receipt Point if such utilization would cause the reduction of existing quantities flowing at such point under ITS Agreements until all ITS SHIPPERS at such point have been afforded twenty-four (24) hours prior notice of such utilization.
- (c) The transportation of the gas received by TRANSPORTER for SHIPPER'S account under this Rate Schedule and the delivery of such gas shall:
 - (i) be on a firm basis to the primary Delivery Points specified on Exhibit B to the Service Agreement and shall not be subject to interruption or limitation, except as provided herein and in Sections 7.3 and 8.2 of the General Terms and Conditions. This service shall have priority over all of TRANSPORTER'S interruptible and preferred-interruptible services; and
 - (ii) be on a preferred interruptible basis for those secondary Delivery Points specified on Exhibit B-1 to the Service Agreement and shall be subject, in TRANSPORTER'S reasonable judgment to the availability of capacity in TRANSPORTER'S pipeline facilities and to the operating conditions and system requirements of TRANSPORTER.

Delivery of gas under this Rate Schedule at the Exhibit B-1 Delivery Points shall have a priority over delivery of gas for TRANSPORTER'S interruptible services, but shall have a priority subordinate to the delivery of gas at the primary Delivery Points specified on Exhibit B to the Service Agreements under this Rate Schedule and under Rate Schedule FTS; and

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-001

First Substitute Original Sheet No. 130E First Substitute Original Sheet No. 130E : Superseded
Superseding: Original Sheet No. 130e

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (iii) have a comparable priority with service under Rate Schedule FTS; and
- (iv) notwithstanding the foregoing, a firm SHIPPER shall not be entitled to utilize an Exhibit B-1 Delivery Point if such utilization would cause the reduction of existing quantities flowing at such point under ITS Agreements until all ITS SHIPPERS at such point have been afforded twenty-four (24) hours prior notice of such utilization.
- (d) TRANSPORTER'S obligation to provide service under this Rate Schedule shall be limited to SHIPPER'S MDQ specified in the Service Agreement. It is provided, however, that if gas in excess of SHIPPER'S MDQ in effect is allocated to SHIPPER'S FTS-2 Agreement on any day pursuant to the General Terms and Conditions, such gas shall be deemed to be overrun gas and SHIPPER shall pay the maximum volumetric charge on the currently effective Sheet No. 7a of the Tariff for each Dth of overrun gas. Subject to the provisions of the preceding paragraphs, the firm transportation service hereunder shall have priority over all of TRANSPORTER'S interruptible transportation services. If necessary due to capacity constraints on TRANSPORTER'S system, service hereunder may be limited on any one or more segments of TRANSPORTER'S system on a pro rata basis with respect to all priorities of service hereunder and under Rate Schedule FTS.

3. RATES AND CHARGES

- (a) For transportation services under each SHIPPER'S FTS-2 Agreement, SHIPPER shall pay to TRANSPORTER the following transportation charges (A) or (B), whichever is applicable, for services each month:
 - (A) If the sum of the quantity of gas to SHIPPER'S FTS-2 Agreement at the Delivery Point(s) in the previous three months, including the production month being billed, equals or exceeds 80% of the MDQ specified in SHIPPER'S FTS-2 Agreement for the same three month period multiplied by the number of days in each month, based on the best available information at the time of billing, SHIPPER shall pay to TRANSPORTER the Volumetric Charge set forth on currently effective Sheet No. 7a multiplied by the sum of the quantities of gas (in Dth) actually delivered for SHIPPER'S account each day for the month; or

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-001

First Substitute Original Sheet No. 130F First Substitute Original Sheet No. 130F : Superseded
Superseding: Original Sheet No. 130f

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (B) If the sum of the quantity of gas allocated to SHIPPER's FTS-2 Agreement at the Delivery Point(s) in the previous three months, including the production month being billed, is less than 80% of the MDQ specified in the FTS-2 Agreement for the same three-month period multiplied by the number of days in each month, based on the best information available at the time of billing, SHIPPER shall pay to TRANSPORTER in the next succeeding month after the invoice is issued the sum of (i) the Monthly Reservation Charge set forth on currently effective Sheet No. 7a multiplied by SHIPPER's MDQ for the month multiplied by the system-wide Btu Factor set forth in Section 5.2 of the General Terms and Conditions; and (ii) the applicable commodity rate set forth on the currently effective Sheet No.7a multiplied by the sum of the quantities of gas (in Dth) actually delivered for SHIPPER'S account each day of the month. TRANSPORTER shall notify SHIPPER on the invoice for the billing month in which the three-month period has dropped below 80% of MDQ, as calculated above, that SHIPPER shall be billed the Reservation Charge under this Section 3(a)(B) in the next, succeeding month so that SHIPPER may release its firm capacity on a temporary basis pursuant to Section 21.2(b) of the General Terms and Conditions during the month in which SHIPPER is being billed the Reservation Charge under this Section.

Notwithstanding the above, the quantities of gas allocated to SHIPPER shall be adjusted prior to calculating the 80% threshold to the extent that during the calculation period TRANSPORTER is unable to serve SHIPPER's nominations due to an incident of Force Majeure claimed by TRANSPORTER under Article 9 of the General Terms and Conditions or any limitations under Section 2(d) hereunder; and provided, further, that in SHIPPER's initial six months of service under this Rate Schedule, SHIPPER shall be billed pursuant to (A) above regardless of SHIPPER's ability to meet the 80% throughput level.

- (b) In addition to the charges specified above, SHIPPER shall pay to TRANSPORTER the following charges and such other charges applicable to service hereunder as may be set forth from time to time in the General Terms and Conditions:
- (i) ACA charge: An Annual Charge Adjustment charge as prescribed by Section 19 of the General Terms and Conditions of TRANSPORTER'S FERC Gas Tariff

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 130G First Substitute Original Sheet No. 130G : Superseded
Superseding: Original Sheet No. 130g

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

and set forth on currently effective Sheet
No. 7a of this Tariff, as said charge may be changed
from time to time.

- (ii) SHIPPER shall reimburse TRANSPORTER in kind for fuel required in transporting gas hereunder as provided by Section 1.12 of the General Terms and Conditions.
- (iii) SHIPPER shall reimburse TRANSPORTER for the cost of any other fees and charges required to provide the specific service hereunder, including any reporting, filing or application fees or the cost of any facilities acquired or constructed by TRANSPORTER as more particularly described in Sections 2.2 and 3.3 of the General Terms and Conditions to the Tariff.
- (c) The rates which are stated on the currently effective Sheet No. 7a set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule unless TRANSPORTER, in its reasonable judgment, agrees to discount its rate to SHIPPER under this Rate Schedule. Any discount agreed to by TRANSPORTER and the effective period thereof shall be stated on an executed Exhibit C to the FTS-2 Agreement and shall be made on a not unduly discriminatory basis. The rates for service under this Rate Schedule shall not be discounted below the applicable minimum rates specified on the currently effective Sheet No. 7a. TRANSPORTER shall not be obligated to discount its services in order to provide service to SHIPPER hereunder.
- (d) Backhauls shall be subject to the same charges as other services hereunder, except that no fuel need be charged.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 130H First Substitute Original Sheet No. 130H : Superseded
Superseding: Original Sheet No. 130h

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (e) TRANSPORTER shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual SHIPPER(s) affected, the volume transported, and provisions for discounts and any other information which may be required.
- (f) TRANSPORTER shall have the unilateral right to file with the Commission and/or any appropriate regulatory authority to make changes effective in (i) the rates and charges applicable under this Rate Schedule FTS-2, including both the level and design of such rates and charges; (ii) this Rate Schedule FTS-2 or the FTS-2 Agreement; and (iii) TRANSPORTER'S General Terms and Conditions. TRANSPORTER agrees that nothing contained herein shall prevent SHIPPER from protesting or contesting any of the aforementioned filings.

4. REQUESTS FOR FTS-2 TRANSPORTATION SERVICE

- (a) Any party desiring transportation service under Rate Schedule FTS-2 must provide to TRANSPORTER the information required by Sections 16 and 17 of the General Terms and Conditions and the following information in order to qualify for transportation service:
 - (i) Production Profile. The MDQ to be transported shall be supported by a life of reserves production forecast for the Committed Lease(s) prepared by SHIPPER or the operator(s) of the Committed Lease(s), which reflects production build-up and expected production throughout the life of the lease. SHIPPER may request a separately stated MDQ under its FTS-2 Agreement for specified delivery periods of not less than 3 consecutive months, hereinafter the "Delivery Periods"; provided, however, such separately stated MDQs must be supported by a life of reserves production forecast for the Committed Lease(s) provided hereunder; and provided further, that the MDQ shall not be less than 1,000 Mcf per day during any specified Delivery

Rate Schedule FTS-2
Firm Transportation Service (Continued)

Period. In addition, the proposed commencement and termination dates of service shall be consistent with the life of the lease and supported by the production forecast submitted pursuant to this section.

- (ii) Technical Data. Subject to the execution of a mutually acceptable confidentiality agreement, SHIPPER'S production profile shall be accompanied by either (A) technical data necessary to support the production profile and demonstrate that SHIPPER'S requested MDQs and the term of service are supported by the production profile, or (B) a report issued by one of the engineering firms listed on Appendix A to this Rate Schedule supporting SHIPPER'S production profile, requested MDQs and term of service. If SHIPPER elects to establish its production profile and MDQs with a report from an engineering firm in accordance with (B) above, then SHIPPER shall furnish to such engineering firm, subject to a mutually acceptable confidentiality agreement, all information SHIPPER is required to submit to TRANSPORTER under this Rate Schedule FTS-2 and such other technical data as may be appropriate to enable the engineering firm to provide to TRANSPORTER an opinion that on the basis of such data SHIPPER'S production profile, requested MDQs and term of service appear reasonable. The cost of such engineering report shall be borne by SHIPPER.
- (iii) Committed Lease(s). Information provided shall include identification of the OCS Lease(s) or State Waters Lease(s) that define the Committed Lease(s), SHIPPER'S interest therein, supporting documentation of estimated proven recoverable reserves from the Committed Lease(s) and production development plans, including facilities design capacity.
- (iv) Prepayment. Requests for firm transportation hereunder must be accompanied by a prepayment in the amount of the lesser of the first three months' reservation charge or \$500,000. Unless SHIPPER elects otherwise, the prepayment of the reservation charge shall be credited to SHIPPER'S first months of service or refunded following a determination that TRANSPORTER is unable to provide service or the FTS-2 Agreement tendered to SHIPPER is not executed within 30 days.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130J Original Sheet No. 130J : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (v) Certification of title. SHIPPER must provide documentation or certification showing with respect to the Committed Lease: (i) that it has good title to the gas, that it has the requisite control of an Affiliate's gas or that it has an effective contractual right to acquire title for the life of the reserves; and (ii) that it has entered into all necessary arrangements to assure that the upstream and/or downstream transportation will be in place prior to the commencement of service. TRANSPORTER shall not be obligated to provide service at any requested point of receipt or delivery without sufficient information to support the certification made in (ii) above.
- (vi) In addition to three (3) credit references, SHIPPER shall, if requested, supply TRANSPORTER with its most recent audited or otherwise verified financial statement, annual report and Form 10-K or alternate credit information sufficient to demonstrate that SHIPPER will be able to meet its financial obligation under an FTS-2 Agreement. TRANSPORTER will not deny the service requested if SHIPPER posts a security deposit in an amount equal to three (3) months billing assuming full contract quantity.
- (b) On or before February 1 of each year SHIPPER'S FTS-2 Agreement is in effect, SHIPPER shall update its production profile to support its MDQs and, when available, provide an actual production history for its Committed Lease(s) and an update of its

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 130K Original Sheet No. 130K : Superseded

Rate Schedule FTS-2
Firm Transportation Service (Continued)

technical data, which may be used by TRANSPORTER in evaluating the reasonableness of SHIPPER'S proposed MDQs for each Delivery Period.

SHIPPER shall reduce its MDQs as may be appropriate based on the updated production profile throughout the life of the lease. MDQs may be increased based on the updated production profile only to the extent firm capacity on the system is available and not previously committed to another SHIPPER as determined by TRANSPORTER hereunder. If firm capacity is not available, SHIPPER may request that such MDQ increase supported by its production profile update be placed in TRANSPORTER'S firm service queue pursuant to Section 4(f) and 4(g) below and TRANSPORTER will place it in the firm service queue as a pending request as of the date of SHIPPER'S update. TRANSPORTER shall have the right to require SHIPPER to reduce its MDQs based on an updated production profile and TRANSPORTER and SHIPPER shall amend Exhibits A and B to the FTS-2 Agreement to conform the MDQs with the updated production profile subject to the availability of capacity. Any changes in MDQs under this Section shall be effective June 1 of each year. When considering a system expansion or evaluating a SHIPPER'S request to increase its MDQ or a SHIPPER'S request for a permanent release of quantities of production from Committed Lease(s) under the Reserve Commitment Agreement, TRANSPORTER may request that SHIPPER update its production information to support its MDQs, and SHIPPER shall provide such information; provided, however, that TRANSPORTER shall not require such updates more often than two times within any calendar year.

- (c) If in TRANSPORTER'S judgment the submitted estimated production profile (including updates) and MDQs provided in (a) or (b) are not reasonable, then, subject to a mutually acceptable confidentiality agreement, the TRANSPORTER and SHIPPER shall meet and review the associated technical data or engineering report that is the basis for the estimated production profile submitted by SHIPPER. TRANSPORTER and SHIPPER shall make a good faith attempt to concur on an estimated production profile which shall be utilized pursuant to this section, including, but not limited to, to effectuate a reduction in SHIPPER'S MDQs. If the parties cannot reach agreement on an estimated production profile and MDQs, then the technical data shall be supplied to a mutually acceptable and technically competent third party on a confidential basis to develop an estimated production profile which shall be utilized pursuant to this Section. All such third party costs shall be equally borne by SHIPPER and TRANSPORTER. Upon completion of such third party report, TRANSPORTER and SHIPPER shall amend Exhibits A and B to the Service Agreement to reflect the MDQs supported by such production profile to the extent capacity on the system is available.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 130L First Substitute Original Sheet No. 130L : Superseded
Superseding: Original Sheet No. 1301

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (d) SHIPPER shall have the right for any reason, at any time and from time to time, to permanently change, in whole or in part, the MDQs under its FTS-2 Agreement, for any Delivery Period(s) set forth on Exhibit A thereto, on six (6) months prior written notice to TRANSPORTER; provided, however, any increases in MDQ under the FTS-2 Agreement shall be subject to availability of firm capacity on the system as determined by TRANSPORTER hereunder. If firm capacity is not available, SHIPPER may request that such MDQ increase be placed in TRANSPORTER'S firm service queue pursuant to Section 4(f) and 4(g) below and TRANSPORTER will place it in the firm service queue as a pending request as of the date of SHIPPER'S update.
- (e) TRANSPORTER shall date and time stamp all transportation requests for service under this Rate Schedule FTS-2 as they are received. A request for service shall be valid as of the date of receipt ("Valid Date") provided that all the necessary information described herein has been provided. A request shall not be valid if TRANSPORTER informs SHIPPER that the service requested does not conform to the terms of this Rate Schedule FTS-2, that the data provided is incomplete or not adequately substantiated. TRANSPORTER may waive any requirement of this Section if, in its reasonable judgment and on a non-discriminatory basis, TRANSPORTER deems the information unnecessary or irrelevant to TRANSPORTER'S request. TRANSPORTER may request

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130M Original Sheet No. 130M : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

additional information, if necessary, to substantiate any data provided. To be a valid request, the service requested must commence within twelve (12) months of the Valid Date, except where the service requires the construction of facilities to provide the service and/or receipt of regulatory approvals from the FERC or other regulatory agency; provided, however, TRANSPORTER shall not be required to make available firm capacity to SHIPPER until the requested commence date.

- (f) TRANSPORTER may take up to thirty (30) days after receipt of all information to be provided by SHIPPER herein, including, but not limited to, the production profile and technical data contained in Section 4(a) above, or up to thirty (30) days after conclusion of an open season described in Section 4(g) below, assuming all the necessary information has been received, to evaluate SHIPPER'S request. Within five (5) business days of TRANSPORTER'S decision to accept a request for service, TRANSPORTER shall notify SHIPPER that its request for service is accepted and shall tender an FTS-2 Agreement and a Reserve Commitment Agreement to SHIPPER for execution. No service under this Rate Schedule shall be implemented until both the FTS-2 Agreement and Reserve Commitment Agreement have been executed and returned to TRANSPORTER. For the term of service and MDQs so accepted, such service shall be unaffected by and shall have priority over subsequent service to the extent provided in Section 2 hereof without regard to the date of commencement specified in such request for service. If SHIPPER fails to execute and return to TRANSPORTER the FTS-2 Agreement and Reserve Commitment Agreement within thirty (30) days of the date tendered by TRANSPORTER, SHIPPER'S transportation request shall lose the priority which it otherwise would have been accorded. TRANSPORTER will nonetheless maintain SHIPPER'S inactive transportation request in its files. SHIPPER may reactivate said transportation request which has lost its initial priority by notifying TRANSPORTER and TRANSPORTER shall assign said transportation request a new priority in the Transportation Log as of the date and time TRANSPORTER receives such notification from SHIPPER.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 130N Original Sheet No. 130N : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

Once the FTS-2 Agreement and Reserve Commitment Agreement have been executed, service must commence within thirty (30) days of SHIPPER's requested commence date or the FTS-2 Agreement will automatically terminate, unless the facilities or drilling activities required to commence service have not been completed in which case the commence date may be extended as provided below upon written request to TRANSPORTER. If such extension is necessary, TRANSPORTER shall have the right to make generally available SHIPPER's capacity during the interim period until the first of the month after the facilities are complete and gas is ready to flow. SHIPPER will make every effort to request a timely commence date that coincides with the completion date of any facilities required to render service hereunder and to inform TRANSPORTER as soon as possible of any changes in SHIPPER's construction or drilling schedule that might change the commence date before an extension is necessary. In any event, the FTS-2 Agreement will automatically terminate six (6) months after any extension of the commence date unless SHIPPER agrees to pay the reservation charge set forth above in Section 3(a)(B) for any months after the six (6) month extension and before the first full month of service.

If TRANSPORTER cannot satisfy a request due to insufficient capacity, such request shall not be maintained indefinitely but rather shall remain valid only for sixty (60) days after the date TRANSPORTER notifies SHIPPER of insufficient capacity and shall be deemed a nullity for all present and future purposes, unless SHIPPER notifies TRANSPORTER within the 60-day period, and each subsequent 60-day period, that the request is to be retained in force.

- g) Firm capacity that is or becomes available on TRANSPORTER'S system from time to time shall be allocated pursuant to the following procedures:

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-001

First Substitute Original Sheet No. 1300 First Substitute Original Sheet No. 1300 : Superseded
Superseding: Original Sheet No. 1300

Rate Schedule FTS-2

Firm Transportation Service (Continued)

- (i) Subject to all requirements for submitting a valid request for firm service herein, firm capacity will be allocated to the request(s) which on an aggregate basis generate the highest net present value to TRANSPORTER. Requests for service under this Rate Schedule and Rate Schedule FTS shall be considered together under the same criteria. Net present value will be determined based on the discounted cash flow of revenues to TRANSPORTER produced, lost, or affected by the request(s) for service. In determining the highest net present value, TRANSPORTER will consider objective criteria only. Such criteria may include, without limitation, the maximum contract quantity requested for each Delivery Period, the term of the service requested, the date on which the requested service would commence, the applicable rate and such other factors available based on the requests for service received by TRANSPORTER. The net present value discount factor used by TRANSPORTER will be applied consistently to all requests for capacity being evaluated at a particular point in time. For purposes of evaluating requests under this Rate Schedule FTS-2, TRANSPORTER shall use the MDQs for the life of the reserves based on the production profile submitted by SHIPPER and accepted by TRANSPORTER in its request for service. TRANSPORTER shall calculate NPV for FTS-2 shippers by using at minimum the 80% throughput requirement to determine revenues generated for service under Rate Schedule FTS-2.
- (ii) For requests for service initially under this Rate Schedule, TRANSPORTER shall post on SoNet a period of time ("Initial Open Season") for receiving requests to be evaluated contemporaneously as provided above. Notwithstanding Section 4(e) above, any request made during the Initial Open Season may commence service later than twelve (12) months after the Valid Date, but not later than June 1, 2000; provided that TRANSPORTER shall not be required to make available firm capacity to SHIPPER until the requested commence date.
- (iii) In the event that TRANSPORTER receives two (2) or more requests for service which produce a comparable 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 and any party declines to execute the requisite agreements for such capacity, such party's request shall be null and void as provided above in Section 4(f) and the available capacity will be reallocated among the other comparable requests.

Effective Date: 03/23/1998 Status: Effective
FERC Docket: RP97-513-001

First Revised Sheet No. 130P First Revised Sheet No. 130P : Superseded
Superseding: Original Sheet No. 130p

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

- (iv) In the event capacity is not available to satisfy a request, such request for service will be maintained, if such SHIPPER or potential SHIPPER desires, in a firm service queue subject to the notice requirements above in Section 4(f). If and when capacity subsequently becomes available, such capacity will be allocated to pending requests in the firm service queue, on the date such capacity becomes available based on the highest net present value of the pending requests as provided above unless TRANSPORTER elects to conduct an open season as provided in 4(g)(v) below. Notwithstanding the above, any available capacity will be awarded first to pending requests of existing shippers requesting increases in MDQs pursuant to Section 4(b) above; and if available capacity for any Delivery Period cannot complete all such pending requests, the available capacity will be allocated to all such requests on a pro rata basis. If an open season is conducted, SHIPPER(s) or or potential SHIPPER(s) with pending requests in the firm service queue shall be individually notified and given an opportunity to participate in such open season. If such SHIPPER or potential SHIPPER elects not to participate in any such open season, then, at the end of the open season, its pending request shall be deemed null and void.
- (v) In addition to the procedures set forth in Section 4(g)(iv) above, TRANSPORTER shall have the right, but shall not be obligated, from time to time to hold open seasons for potential expansion projects or for capacity which has become available. Notwithstanding the above, to the extent Transporter plans a scheduled maintenance event which is reasonably expected by Transporter to cause Transporter to limit interruptible transportation service on mainline capacity for more than ten (10) days, Transporter will hold an open season by posting a notice on SoNet for a minimum period of 48 hours during which Shippers may submit requests for firm transportation pursuant to Section 16 of the General Terms and Conditions for a term not less than a month during which the maintenance event occurs. The open season will be held for at least 24 hours during a business day. Such scheduled maintenance event shall not include force majeure events, unscheduled maintenance events and any maintenance not affecting mainline capacity at individual receipt points or delivery points or small laterals. During any such open season, TRANSPORTER shall allocate the capacity subject to such open season on the basis of the highest net present value to TRANSPORTER, as determined pursuant to the method described in Section 4(g)(i) above. To the extent TRANSPORTER has available unsubscribed capacity, TRANSPORTER reserves the right, but shall not be obligated, to reserve such capacity for future open seasons that are to be held within the next twenty-four (24) months. All requests received during an open season remain binding on the requesting SHIPPER through the end of the open season unless withdrawn by the requesting SHIPPER; provided, however, a

Rate Schedule FTS-2
Firm Transportation Service (Continued)

requesting SHIPPER may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting SHIPPER 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. If the SHIPPER awarded capacity does not execute the Service Agreement and Reserve Commitment Agreement within the time period described in Section 4(f) above, TRANSPORTER may elect to offer the capacity to other SHIPPER(s) on the basis of the next highest NPV.

- (vi) Notwithstanding the Net Present Value determination, TRANSPORTER reserves the right to decline requests for service: (i) for less than the maximum rate; (ii) which may detrimentally impact the operational integrity of TRANSPORTER'S system; (iii) which do not satisfy all the terms of a specific open season; and/or (iv) which contain terms and conditions other than those set forth in the Tariff.

5. SIMULTANEOUS RECEIPT AND DELIVERY OF GAS

- (a) Service hereunder shall consist of the receipt by TRANSPORTER of natural gas tendered by SHIPPER for transportation at the Receipt Point(s) specified in the FTS-2 Agreement, the transportation thereof through TRANSPORTER'S pipeline system, and the delivery of Equivalent Volumes (as defined in Section 1.12 of the General Terms and Conditions) of natural gas by TRANSPORTER to SHIPPER or for SHIPPER'S account at the Delivery Point(s) specified in the FTS-2 Agreement. TRANSPORTER shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in the FTS-2 Agreement for each Receipt Point or for the aggregate of all Receipt Points; provided however, that SHIPPER shall be required to nominate at each Receipt Point a quantity of gas in excess of its MDQ sufficient to cover volumes deducted for Fuel and Company Used Gas pursuant to Section 1.11 of the General Terms and Conditions.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130R Original Sheet No. 130R : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

The point(s) of receipt for all gas tendered to TRANSPORTER for transportation hereunder shall be at the interconnection of TRANSPORTER'S and SHIPPER'S (or any third-party as may be applicable) facilities, or at such other point(s), as specified in the FTS-2 Agreement. The point(s) of delivery for all gas delivered by TRANSPORTER to SHIPPER (or to a third-party on behalf of SHIPPER) related to serviced provided under this Rate Schedule FTS-2 shall be at the interconnection of TRANSPORTER'S and SHIPPER'S facilities (or facilities of third-parties as may be applicable), or at such other point(s), as specified in the FTS-2 Agreement.

- (b) All imbalances accrued by SHIPPER during a month between the quantities of gas allocated to SHIPPER at the Receipt Point(s) and the quantities of gas allocated to the SHIPPER at the Delivery Point(s) shall be resolved in accordance with the provisions set forth in Section 6 of the General Terms and Conditions.
- (c) It shall be SHIPPER'S responsibility to cause gas to be delivered to TRANSPORTER at the TRANSPORTER'S Receipt Point(s) as scheduled in accordance with the information supplied to TRANSPORTER'S dispatcher or other appropriate personnel; and SHIPPER shall indemnify and hold TRANSPORTER harmless from and against any and all claims, losses and causes of action arising out of, resulting from or caused by SHIPPER'S failure to cause gas to be delivered in accordance with the information provided to TRANSPORTER. SHIPPER shall inform TRANSPORTER as soon as possible of any discrepancy between such information and actual deliveries.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 130S Original Sheet No. 130S : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

6. OPERATING CONDITIONS

- (a) TRANSPORTER shall not be required to provide balancing services, to place gas into or to withdraw gas from storage in order to provide service under this Rate Schedule FTS-2.
- (b) TRANSPORTER shall not be required to perform service under this Rate Schedule FTS-2 unless all facilities necessary to render the requested service exist and are in good operating condition.
- (c) SHIPPER shall deliver gas or cause gas to be delivered to TRANSPORTER at the Receipt Point(s) at a pressure sufficient to allow the gas to enter TRANSPORTER'S pipeline as such pressure shall vary from time to time, but not in excess of TRANSPORTER'S maximum allowable operating pressure. TRANSPORTER shall not be required to compress into its pipeline gas transported under this Rate Schedule FTS-2, lower its system operating pressure, alter the direction of gas flow, the gas load, or other operation or utilization of its facilities or otherwise change its normal pipeline operations in order to receive, transport or deliver gas hereunder. At each Receipt Point, SHIPPER shall provide, or cause to be provided, equipment acceptable to TRANSPORTER which will prevent overpressuring TRANSPORTER'S pipeline.
- (d) TRANSPORTER shall deliver gas at each Delivery Point to or for the account of SHIPPER at the pressure which shall be available from time to time in TRANSPORTER'S pipeline after required measurement, flow control, and/or regulation.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 130T Original Sheet No. 130T : Superseded

Rate Schedule FTS-2
Firm Transportation Service (Continued)

- (e) Service under this Rate Schedule FTS-2 may be interrupted or limited for reasons of force majeure or due to any other repair and maintenance deemed necessary by TRANSPORTER, and TRANSPORTER shall give SHIPPER notice where practical of such interruption or limitation. In the event on any day TRANSPORTER is unable to receive for transportation or deliver the total MDQ of SHIPPER receiving service under Rate Schedule FTS-2, then the system capacity which is available for firm transportation shall be in accordance with the priorities set out in Section 2 hereof.
- (f) To the extent SHIPPER is required to build facilities to interconnect with TRANSPORTER'S system, such facilities shall be in conformance with applicable U.S. Department of Interior Minerals Management Service regulations and shall be subject to inspection and prior approval by TRANSPORTER.

7. GENERAL TERMS AND CONDITIONS

This service shall be subject to all conditions established by TRANSPORTER in this Rate Schedule FTS-2 and in its General Terms and Conditions, as such provisions may be revised from time to time. All of the General Terms and Conditions contained in the Tariff, including any future modifications, additions or deletions, shall be incorporated by reference and made a part hereof. TRANSPORTER shall make available to SHIPPER the filings TRANSPORTER makes at the Commission relating to Rate Schedule FTS-2, and its General Terms and Conditions. To the extent that TRANSPORTER complies with the provisions of its General Terms and Conditions and its Rate Schedule FTS-2, it shall have no liability to any SHIPPER receiving service under Rate Schedule FTS-2 arising from or related to service thereunder except as provided in such General Terms and Conditions and Rate Schedule FTS-2. Consistent with the provisions of this FERC Gas Tariff, TRANSPORTER shall have the right to determine the priority and/or scheduling of the transportation service under the FTS-2 Service Agreement. Consistent with the provisions of this FERC Gas Tariff, TRANSPORTER shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 130U Original Sheet No. 130U : Superseded

Rate Schedule FTS-2
Firm Transportation Service
(Continued)

APPENDIX A

ENGINEERING FIRMS

1. Ryder Scott Company Petroleum Engineers
2. Netherland, Sewell & Associates, Inc.
3. H. J. Gruy & Associates, Inc.
4. DeGolyer & MacNaughton Petroleum Consultants
5. Purvin & Gertz, Inc.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92-79-003

Original Sheet No. 133 Original Sheet No. 133 : Superseded

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE ITS
(Continued)

ARTICLE III

NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Agreement shall be in writing and shall be considered as duly delivered when received by registered or certified mail, express mail, overnight delivery, telex, facsimile, or other mutually agreeable means of electronic transmission by said party to the following address of the other party hereto:

Transporter: STATEMENTS/INVOICES/ACCOUNTING RELATED MATERIALS:

Sea Robin Pipeline Company
P.O. Box 2563
Birmingham, Alabama 35202-2563
Attention: Gas Accounting Department
Telephone No.:(205) _____
Facsimile Machine No.:(205) _____

NOTICES AND GENERAL CORRESPONDENCE:

Sea Robin Pipeline Company
P.O. Box 2563
Birmingham, Alabama 35202
Attention:Transportation Services Department
Telephone No.:(205) _____
Facsimile Machine No.:(205) _____

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 134 First Revised Sheet No. 134 : Superseded
Superseding: Original Sheet No. 134

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE ITS
(Continued)

DISPATCHING NOTICES:

Sea Robin Pipeline Company
P.O. Box 2563
Birmingham, Alabama 35202-2563
Attention: _____
Telephone: (205) _____
Facsimile: (205) _____

EMERGENCIES AND 24-HOUR DISPATCHING CONTACT

Name: _____
Telephone: () _____
Facsimile: () _____

(1) Alternative Contact:

(2) Alternative Contact:

Shipper:

NOTICES/STATEMENTS/INVOICES:

Attention: _____
Telephone: () _____
Facsimile: () _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92-79-003

Original Sheet No. 135 Original Sheet No. 135 : Superseded

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE ITS
(Continued)

DISPATCHING NOTICES

Name/Dept. _____
Telephone No.: _____
Facsimile Machine No.: _____

EMERGENCIES AND 24-HOUR DISPATCHING CONTACT

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

or to such other address as either party shall designate by written notice. Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Agreement shall be made by wire transfer or electronic bank transfer in accordance with such instructions as Transporter may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

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

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE ITS
(Continued)

EXHIBIT A

TRANSPORTER RECEIPT POINT/S

Exhibit A shall contain all active Receipt Points on Transport's pipeline system, a current list of which shall be maintained by Transporter on its SoNet Premier bulletin board.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

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

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE ITS
(Continued)

EXHIBIT B

TRANSPORTER DELIVERY POINT/S

Exhibit B shall contain all active Delivery Points on Transporter's pipeline system, a current list of which shall be maintained by Transporter on its SoNet Premier bulletin board.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 143 First Revised Sheet No. 143 : Superseded
Superseding: Original Sheet No. 143

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

quantity (MDQ) is also specified in Exhibit A as to each Transporter Receipt Point. The sum of the MDQs of the Receipt Point/s designated on Exhibit A shall not exceed the total MDQ set forth this Section 1.1. These quantities are subject to interruption or limitation pursuant to Rate Schedule FTS.

1.2 Transporter shall redeliver on a firm basis Equivalent Volumes, as defined in Section 1.12 of the General Terms and Conditions, to Shipper at the Transporter Delivery Point/s described in Exhibit B. The Maximum Daily Quantity for each Transporter Delivery Point shall be as specified in Exhibit B. The sum of the MDQs of the Delivery Point/s designated on Exhibit B shall not exceed the total MDQ set forth in Section 1.1.

1.3 Shipper may also deliver or cause to be delivered to Transporter gas for transportation hereunder at the Transporter Receipt Point/s described in Exhibit A-1 as set forth on SoNet and Transporter agrees on any day to accept gas at such points on a preferred basis over interruptible services up to (i) the maximum daily quantities of gas at each Receipt Point, not to exceed in the aggregate the total MDQ set forth in Exhibit B, less (ii) the aggregate quantities of gas delivered on such day at the Exhibit A Receipt Point/s.

1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at the Transporter Delivery Point/s described in Exhibit B-1 as set forth on SoNet and Transporter agrees on any day to redeliver such volumes to Shipper at the Exhibit B-1 Delivery Point/s on a preferred basis over interruptible services up to (i) the maximum daily quantities at each Delivery Point not to exceed in the aggregate the total MDQ set forth in Exhibit B, less (ii) the aggregate quantities of gas delivered on such day at the Exhibit B Delivery Point/s.

1.5 In the event Shipper is the successful bidder on released firm transportation capacity under Section 21 of Transporter's General Terms and Conditions, Transporter will promptly finalize by means of SoNet Premier the appropriate Addendum, subject to this Agreement in the format attached hereto ("Addendum") reflecting the terms of the bid. Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and Transporter's Rate Schedule FTS, Transporter agrees to provide the released firm transportation service to Shipper under Rate Schedule FTS, the General Terms and Conditions thereto, and this Agreement.

ARTICLE II

CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule FTS which is hereby incorporated by reference, including the General

Effective Date: 06/30/2000 Status: Effective

FERC Docket: RP00-301-000

First Revised Sheet No. 145 First Revised Sheet No. 145 : Superseded
Superseding: Original Sheet No. 145

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

Transporter:

PAYMENT:

Sea Robin Pipeline Company
P. O. Box 201251
Houston, Texas 77216-1251

NOTICES AND GENERAL CORRESPONDENCE:

Sea Robin Pipeline Company
Attention: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Telephone: (713) 627-4272 or
1-800-275-7375
Facsimile: (713) 989-1178

DISPATCHING NOTICES:

Sea Robin Pipeline Company
P. O. Box 2563
Birmingham, Alabama 35202-2563
Attention: _____
Telephone: (205) _____
Facsimile: (205) _____

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 146 First Revised Sheet No. 146 : Superseded
Superseding: Original Sheet No. 146

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

EMERGENCIES AND 24-HOUR DISPATCHING CONTACT

Name: _____
Telephone: (____) _____
Facsimile: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Shipper: NOTICES/STATEMENTS/INVOICES:

Attention: _____

Telephone: (____) _____
Facsimile: (____) _____

DISPATCHING NOTICES

Name/Dept.: _____
Telephone: (____) _____
Facsimile: (____) _____

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 147 First Revised Sheet No. 147 : Superseded
Superseding: Original Sheet No. 147

SERVICE UNDER RATE SCHEDULE FTS
(Continued)

EMERGENCIES AND 24-HOUR
DISPATCHING CONTACT

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

or to such other address as either party shall designate by formal written notice. Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Agreement shall be made by wire transfer or electronic bank transfer in accordance with such instructions as Transporter may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

ARTICLE IV

TERM

4.1 This Agreement shall become effective as of the date hereof, and shall be in full force and effect for a primary term set forth on Exhibit B hereto, if applicable, and shall continue and remain in full force and effect for successive evergreen terms as specified on Exhibit B hereto

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 151 First Revised Sheet No. 151 : Superseded
Superseding: Original Sheet No. 151

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

Service Agreement No. _____

EXHIBIT A

TRANSPORTER RECEIPT POINT/S

Receipt Point No.	Receipt Point/s Name	Maximum Daily Quantity in Mcf	Service Type	Start Date
-------------------	-------------------------	-------------------------------------	-----------------	---------------

Shipper

Transporter

Effective Date: _____

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

Second Revised Sheet No. 152 Second Revised Sheet No. 152 : Superseded
Superseding: First Revised Sheet No. 152

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

EXHIBIT A-1

TRANSPORTER RECEIPT POINT/S

This Exhibit A-1 includes all active Receipt Points on Transporter's pipeline system, a current list of which shall be maintained by Transporter on its SoNet Premier bulletin board.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 153 First Revised Sheet No. 153 : Superseded

Superseding: Original Sheet No. 153

GAS TRANSPORTATION SERVICE AGREEMENT

SERVICE UNDER RATE SCHEDULE FTS

(Continued)

Service Agreement No. _____

EXHIBIT B

TRANSPORTER DELIVERY POINT/S

Delivery Point No.	Delivery Point/s	Maximum Daily Quantity in Mcf	Service Type	Primary Term Start and End Dates	Evergreen Period	Term Notice
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Total MDQ:

Shipper

Transporter

Effective Date: _____

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

Third Revised Sheet No. 154 Third Revised Sheet No. 154 : Superseded
Superseding: Second Revised Sheet No. 154

GAS TRANSPORTATION SERVICE AGREEMENT
SERVICE UNDER RATE SCHEDULE FTS
(Continued)

EXHIBIT B-1

TRANSPORTER DELIVERY POINT/S

This exhibit includes all active Delivery Points on Transporter's pipeline system, a current list of which shall be maintained by Transporter on its SoNet Premier bulletin board.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155A Original Sheet No. 155A : Superseded

Service Agreement No. _____
Authorization: _____

PRO FORMA

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2

THIS AGREEMENT, made and entered into as of this ____ day of _____, 19____, by and between Sea Robin Pipeline Company, an incorporated joint venture of the State of Louisiana, hereinafter referred to as "Transporter," and _____, a _____ corporation, hereinafter referred to as "Shipper,"

WITNESSETH

WHEREAS, Transporter is an interstate pipeline, as defined in Section 2(15) of the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper is (describe nature of Shipper (e.g., producer, intrastate pipeline, distributor, end-user, etc.)); and

WHEREAS, Shipper has requested firm transportation pursuant to Rate Schedule FTS-2 of various supplies of gas for redelivery for Shipper's account and has submitted to Transporter a request for such transportation service in compliance with Section 17 of the General Terms and Conditions and as defined in Rate Schedule FTS-2; and

WHEREAS, Shipper has agreed in the form of Reserve Commitment Agreement with Transporter to dedicate gas owned or controlled by Shipper from certain Committed Leases to Transporter's pipeline system; and

WHEREAS, Transporter has agreed to provide Shipper with transportation service of such gas supplies in accordance with the terms and conditions of this Agreement and pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission ("FERC").

Effective Date: 08/04/1997 Status: Effective

FERC Docket: RP97-411-003

First Substitute Original Sheet No. 155B First Substitute Original Sheet No. 155B : Superseded
Superseding: Original Sheet No. 155b

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

- 1.1 Subject to the terms and provisions of this Agreement, Rate Schedule FTS-2 and the General Terms and Conditions of Transporter's FERC Gas Tariff ("Tariff"), Shipper agrees to deliver or cause to be delivered to Transporter at the Receipt Point(s) described in Exhibit A (primary) and Exhibit A-1 (secondary) to this Agreement, and Transporter agrees to accept at such point(s) for transportation under this Agreement, an aggregate quantity specified on Exhibit A to this Agreement of natural gas per day, hereinafter the "Maximum Daily Quantity" or "MDQ", for the applicable delivery periods. A delivery period shall not be less than three (3) months, hereinafter "Delivery Period(s)." The MDQ for each Delivery Period shall not be less than 1,000 Mcf/d and shall be supported by a life of reserves production profile for the Committed Lease(s), as more thoroughly described in Transporter's Rate Schedule FTS-2. Shipper's proposed commencement and termination dates of service shall be supported by the production profile submitted pursuant to Section 4 of Rate Schedule FTS-2. As provided in Rate Schedule FTS-2, Shipper shall annually update its production profile to support its projected MDQs and term of service. Shipper shall reduce its MDQs, as applicable, based on the updated production profile. Shipper may increase its MDQ, if supported by an updated production profile, to the extent firm capacity is available as determined by Transporter.

Shipper shall have the right for any reason, at any time and from time to time, to permanently change, in whole or in part, the MDQs for any given Delivery Period(s) set forth in Exhibit A to this Agreement on six (6) months prior written notice to Transporter; provided, however, any increases in MDQ shall be subject to the availability of firm capacity on the system as determined by Transporter.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155C Original Sheet No. 155C : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Transporter's obligation to accept gas on a firm basis at any Receipt Point is limited to the primary Receipt Points set out on Exhibit A and to the Maximum Daily Receipt Quantity (MDRQ) stated for each such Receipt Point. The sum of the MDRQ's for the primary Receipt Points on Exhibit A shall not exceed the total MDQ for the Delivery Period set forth on Exhibit A hereto.

- 1.2 Subject to the terms and provisions of this Agreement, Rate Schedule FTS-2 and the General Terms and Conditions thereto, Transporter shall deliver Equivalent Quantities to Shipper at the Delivery Point(s) described in Exhibit B (primary) and Exhibit B-1 (secondary) hereto. Transporter's obligation to redeliver gas at any Delivery Point on a firm basis is limited to the primary Delivery Points specified on Exhibit B and to the Maximum Daily Delivery Quantity (MDDQ) stated for each such Delivery Point. The sum of the MDDQs for the Delivery Points on Exhibit B shall equal the total MDQ for the Delivery Period set forth on Exhibit B hereto.
- 1.3 Shipper may also deliver or cause to be delivered to Transporter gas for transportation hereunder at the Transporter Receipt Point(s) described in Exhibit A-1 to this Agreement and Transporter agrees on any day to accept gas at such points on a preferred basis over interruptible services up to (i) the maximum daily quantities of gas specified on Exhibit A-1, not to exceed in the aggregate the total MDQ set forth on Exhibit A for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such day at the Exhibit A Receipt Point(s).
- 1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at the Transporter Delivery Point(s) described in Exhibit B-1 hereto and Transporter agrees on any day to redeliver such volumes to Shipper at the Exhibit B-1 Delivery Point(s) on a preferred basis over interruptible services up to (i) the maximum daily quantities specified on Exhibit B-1, not to exceed in the aggregate the total MDQ set forth on Exhibit B for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such day at the Exhibit B Delivery Point(s).

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155D Original Sheet No. 155D : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

1.5 Transporter shall have no obligation to commence service hereunder until Shipper has executed a Reserve Commitment Agreement with Transporter in the form contained in the Tariff dedicating the gas reserves to Transporter under the Committed Leases. Transporter shall have no obligation to accept any gas for transportation under this Agreement other than the gas dedicated to Transporter's system under a Reserve Commitment Agreement and produced from working interests of Shipper or its affiliates in the Committed Lease(s) or which Shipper has the right to market under a joint operating or similar agreement. Committed Lease(s) shall mean those lease(s) set forth on Exhibit D to this Agreement, which were committed to Transporter's system by Reserve Commitment Agreement dated . The total proven recoverable reserves from the Committed Leases shown on Exhibit D shall be more than 40 Bcf, unless the Committed Leases were connected to Transporter's system on or before August 1, 1997.

ARTICLE II
CONDITIONS OF SERVICE

2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Transporter's Rate Schedule FTS-2, and the General Terms and Conditions thereto, which are contained in Transporter's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule FTS-2, the terms of Rate Schedule FTS-2 shall govern as to the point of conflict. Any limitation or scheduling of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FTS-2 and the General Terms and Conditions thereto.

2.2 This Agreement shall be subject to all operating conditions established by Transporter in Rate Schedule FTS-2 as such conditions may be revised from time to time.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 155E Original Sheet No. 155E : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

- 2.3 Transporter shall have the right to interrupt or discontinue service under this Agreement if, at any time after reasonable notice given the circumstances, Shipper fails materially to comply with any provision of this Agreement, Transporter's Rate Schedule FTS-2 and/or the General Terms and Conditions of the Tariff.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Agreement, Transporter and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the day of termination, to comply with the provisions of Section 6 of the General Terms and Conditions to resolve any imbalances accrued prior to termination of this Agreement, to render reports for applicable service periods, and to make payment for all obligations accruing prior to the date of termination.
- 2.6 Shipper shall be responsible for insuring that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibits A, A-1, B and B-1 attached hereto. Transporter shall have no obligation to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 155F First Revised Sheet No. 155F : Superseded
Superseding: First Substitute Original Sheet No. 155F

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

ARTICLE III
NOTICES

3.1 Except as provided in Section 7.6 herein, notices hereunder shall be given pursuant to the provisions of Section 25 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile number stated below or such other addresses, telephone numbers or facsimile numbers as the parties shall respectively hereafter designate in writing from time to time:

Transporter: Notices and General Correspondence

Sea Robin Pipeline Company
Attention: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Telephone: (713) 627-4272 or
1-800-275-7375
Facsimile: (713) 989-1178

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone: () _____
Facsimile: () _____

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 155G First Revised Sheet No. 155G : Superseded
Superseding: First Substitute Original Sheet No. 155G

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Dispatching Notices - Limitations

Name/Dept: _____
Telephone: (____) _____
Facsimile: (____) _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone: (____) _____
Facsimile: (____) _____

(1) Alternative Contacts:

(2) Alternative Contacts:

Payments

{wire transfer instructions}

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 155H First Substitute Original Sheet No. 155H : Superseded
Superseding: Original Sheet No. 155h

FORM OF SERVICE AGREEMENT UNDER RATE
SCHEDULE FTS-2

(Continued)

Shipper: Notices and General Correspondence

Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Dispatching Notices Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155I Original Sheet No. 155I : Superseded

FORM OF SERVICE AGREEMENT UNDER
RATE SCHEDULE FTS-2
(Continued)

(1) Alternative Contacts:

(2) Alternative Contacts:

Invoices

Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Agreement shall be made by check, wire transfer or electronic bank transfer in accordance with such instructions as Transporter may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155J Original Sheet No. 155J : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

ARTICLE IV
TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for the economic life of the Committed Lease(s) as demonstrated by Shipper pursuant to Rate Schedule FTS-2 unless and until such Committed Lease(s) are released from dedication pursuant to the provisions of the Reserve Commitment Agreement. Nothing herein is intended to relieve Shipper of its obligation to support the level of its MDQs and provide production profile updates as required in Section 1.1 above.

ARTICLE V
CONDITIONS PRECEDENT

- 5.1 The terms of Rate Schedule FTS-2, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Agreement. Other provisions of this Agreement notwithstanding, Transporter shall be under no obligation to commence service hereunder unless and until (1) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, processing, and delivery of natural gas hereunder have been authorized, installed, and are in operating condition, and (2) Transporter, in its reasonable discretion, has determined that such service would constitute transportation of natural gas authorized under all applicable regulatory authorizations and the Commission's Regulations.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155K Original Sheet No. 155K : Superseded

FORM OF SERVICE AGREEMENT UNDER
RATE SCHEDULE FTS-2 (Continued)

5.2 Transporter's services hereunder are contingent upon Shipper's obligation to pay for the services contemplated under the FTS-2 Agreement in a timely fashion. Except to the extent there is a good faith dispute as to the amount of a bill, in which case payment shall be made in accordance with Section 8.2 of the General Terms and Conditions, if at any time Shipper is more than twenty (20) days in arrears in its payments to Transporter for service provided hereunder and upon prior notice to Shipper, Transporter may suspend performance of future service pending such assurance of payments, may demand reasonable security for payment, or may require advance payment in cash or on a more frequent basis than a monthly billing cycle, or may take such other action as Transporter deems reasonable under the circumstances to protect Transporter's interests. Notwithstanding the foregoing, however, (a) Transporter will not suspend performance of service if Shipper prepays for three (3) months of service assuming full contract quantity or posts a surety bond in that amount, and (b) Transporter will not terminate service to Shipper prior to receiving abandonment authorization to the extent required by Section 7 (b) of the Natural Gas Act. Transporter may also require Shipper at any time to supply Transporter with credit information including, but not limited to three (3) credit references, Shipper's most recent audited or otherwise verified financial statement, annual report and Form 10-K.

ARTICLE VI
TRANSPORTATION CHARGES

6.1 Shipper shall pay Transporter monthly for the transportation service rendered hereunder the charges specified in Rate Schedule FTS-2, including any penalty, imbalance cash-out and other authorized charges assessed under Rate Schedule FTS-2 and the General Terms and Conditions. Transporter may agree from time to time at its reasonable discretion on a not unduly discriminatory basis to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule FTS-2. Any discounted rates agreed to by Transporter shall be set forth on Exhibit C hereto.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 155L First Substitute Original Sheet No. 155L : Superseded
Superseding: Original Sheet No. 1551

FORM OF SERVICE AGREEMENT UNDER
RATE SCHEDULE FTS-2
(Continued)

6.2 The rates and charges provided for under Rate Schedule FTS-2 shall be subject to increase or decrease pursuant to any order issued by the FERC in any proceeding applicable to the services performed hereunder. Shipper agrees that Transporter shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule FTS-2, or the General Terms and Conditions thereto, including without limitation, the right to change the rates and charges in effect hereunder and/or the design thereof, pursuant to Section 4(d) of the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest or protest at any time any changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Agreement in any subsequent rate proceedings by Transporter under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges.

ARTICLE VII
MISCELLANEOUS

7.1 No waiver by Transporter or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

7.2 The laws of the State of Alabama (excluding choice of law provisions) shall govern the validity, construction, interpretation, and effect of this Agreement.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 155M Original Sheet No. 155M : Superseded

FORM OF SERVICE AGREEMENT UNDER RATE
SCHEDULE FTS-2
(Continued)

- 7.3 This Agreement constitutes the entire Agreement between the parties. No modification of or supplement to the terms and provisions hereof, including any exhibits hereto, shall be or become effective except by execution of a supplementary written agreement between the parties. Subject to the availability of capacity and in accordance with the provisions of Rate Schedule FTS-2, and the General Terms and Conditions thereto, primary Receipt Points may be added to or deleted from Exhibit A and the Maximum Daily Receipt Quantity for any primary Receipt Point on Exhibit A may be changed upon execution by Transporter and Shipper of a Revised Exhibit A to reflect said change(s), and primary Delivery Points may be added to or deleted from Exhibit B and the Maximum Daily Delivery Quantity for any primary Delivery Point may be changed upon execution by Transporter and Shipper of a Revised Exhibit B to reflect said change(s); provided, however, that any such change to Exhibit A or Exhibit B must include corresponding changes to the existing Maximum Daily Receipt Quantities or Maximum Daily Delivery Quantities, respectively, such that the sum of the changed Maximum Daily Receipt Quantities shall not exceed the MDQ and the sum of the Maximum Daily Delivery Quantities equals the MDQ.
- 7.4 Subject to the Reserve Commitment Agreement dated _____, any entity which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 155N Original Sheet No. 155N : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Notwithstanding the provisions of Section 21 of the General Terms and Conditions:

- (i) Shipper may, without the consent of Transporter, assign any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, but Shipper shall not be relieved of its obligations under this Agreement and Transporter shall not recognize the assignment as effective unless and until Shipper provides to Transporter in writing the assignee's assumption of obligation under this Agreement. In the event of such assignment, the Shipper shall provide written notice of such assignment to Transporter as soon as practicable.
- (ii) In addition to the rights provided in Section 7.4(i) above, if Shipper assigns any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, and, prior to such assignment, obtains the written consent thereto of Transporter, such consent not to be unreasonably withheld, then Shipper shall be relieved of its obligations hereunder to the extent so assigned prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).
- (iii) Shipper may, without the consent of Transporter, assign any of its rights hereunder to any entity to which Shipper sells, transfers or assigns all or any portion of its interests in the Committed Leases. In the event of such assignment, the Shipper shall provide written notice of such assignment to Transporter as soon as practicable, and Shipper shall be relieved of

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP97-411-000

Original Sheet No. 1550 Original Sheet No. 1550 : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

its obligations hereunder, to the extent so assumed by the assignee, prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).

Subject to the provisions of Section 21 of the General Terms and Conditions applicable hereto, and except as provided in Sections 7.4(i) and (iii) hereof, no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or the written consent thereto of Transporter in the event of an assignment by Shipper, such consent not to be unreasonably withheld.

The restrictions on assignment contained in this Section 7.4 do not apply to assignments of leases and shall not in any way prevent either party to this Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

7.5 Exhibits A, A-1, B, B-1, C, and/or D, as applicable, attached to this Agreement constitute a part of this Agreement and are incorporated herein.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 155P Original Sheet No. 155P : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

7.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Agreement and to construct and operate any facilities necessary therefor. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

(If applicable) In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Transporter or Shipper within _____ months from the date of the initial application therefor, then Transporter or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such _____-month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U. S. Mail, for delivery by certified mail, return receipt requested.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-411-000

Original Sheet No. 155Q Original Sheet No. 155Q : Superseded

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

7.7 (If applicable) This Agreement supersedes and cancels the Service Agreement (# _____) dated _____ between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above by their respective duly authorized officers.

Attest:

Sea Robin Pipeline Company

By _____
Its _____

(SHIPPER)

By _____
Its _____

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 155R First Substitute Original Sheet No. 155R : Superseded
Superseding: Original Sheet No. 155r

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Service Agreement No. _____

EXHIBIT A
RECEIPT POINTS

Receipt Point	Delivery Period		Maximum Daily Receipt Quantity in Mcf	Maximum Daily Quantity in Mcf
	Beginning	Ending		

(SHIPPER)

Sea Robin Pipeline Company

Effective Date: _____

(1) No Delivery Period shall be shorter than 3 consecutive months.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 155S First Revised Sheet No. 155S : Superseded
Superseding: First Substitute Original Sheet No. 155s

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Service Agreement No. _____

EXHIBIT A-1
RECEIPT POINTS

This exhibit includes all active Receipt Points on Transporter's pipeline system,
a current list of which shall be maintained by Transporter on its SoNet Premier Bulletin board.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 155T First Substitute Original Sheet No. 155T : Superseded
Superseding: Original Sheet No. 155t

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Service Agreement No. _____

EXHIBIT B
DELIVERY POINTS

Delivery Point	Delivery Period		Maximum Daily Delivery Quantity in Mcf	Maximum Daily Quantity in Mcf
	Beginning	Ending		

(SHIPPER)

Sea Robin Pipeline Company

Effective Date: _____

(2) No Delivery Period shall be shorter than 3 consecutive months.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 155U First Revised Sheet No. 155U : Superseded
Superseding: First Substitute Original Sheet No. 155u

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-2
(Continued)

Service Agreement No. _____

EXHIBIT B-1
DELIVERY POINTS

This exhibit includes all active Delivery Points on Transporter's pipeline system,
a current list of which shall be maintained by Transporter on its SoNet Premier Bulletin board.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 156 First Revised Sheet No. 156 : Superseded
Superseding: Original Sheet No. 156
LIQUEFIABLES TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Sea Robin Pipeline Company, a Louisiana unincorporated joint venture, hereinafter referred to as "Transporter" and _____, a _____ corporation, hereinafter referred to as "Shipper".

W I T N E S S E T H:

WHEREAS, Transporter has undertaken to provide open-access transportation service under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

WHEREAS, Shipper has requested the transportation of liquefiabiles by Transporter pursuant to the terms of this Agreement for processing at the processing plant specified herein and has submitted to Transporter a request for such service in compliance with Section 17 of the General Terms and Conditions contained in the current Volume No. 1 of Transporter's FERC Gas Tariff; and

WHEREAS, Transporter is willing to render such transportation service to Shipper pursuant to the provisions of this Agreement and Subpart G of Part 284 of the Commission's Regulations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

QUANTITY OF SERVICE

1.1 Subject to the terms and provisions of this Agreement and the General Terms and Conditions applicable thereto, Shipper agrees to deliver, or cause to be delivered to Transporter at the Receipt

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 160 First Revised Sheet No. 160 : Superseded
Superseding: Original Sheet No. 160

LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

transportation to the processing plant specified in Shipper's election on Exhibit A until changed or adjusted by Transporter prospectively pursuant to an allocation of capacity under Section 2.1 above or an update of the historical plant volume reduction information utilized by Transporter.

3.2 Any imbalances accrued under this Agreement between the quantities received by Transporter for Shipper's account during a month and the volume of liquefiabiles processed for Shipper's account at the processing plant during a month shall be resolved pursuant to the provisions of Section 6 of the General Terms and Conditions.

ARTICLE IV

NOTICES

4.1 Except as provided in Section 8.5 herein, notices hereunder shall be given to a party at the applicable address, telephone number or facsimile machine number stated below or such other addresses, telephone numbers or facsimile machine numbers as the parties shall respectively hereafter designate in writing from time to time:
Transporter: Notices and General Correspondence

Sea Robin Pipeline Company
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Transportation Services Department
Telephone No.: (205) _____
Facsimile Machine No. (205) _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-79-003

Original Sheet No. 161 Original Sheet No. 161 : Superseded

LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name/Dept: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

- (1) Alternative Contact:

- (2) Alternative Contact:

Shipper: Notices and General Correspondence

Telephone No.: _____
Facsimile Machine No.: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 79-003

Original Sheet No. 162 Original Sheet No. 162 : Superseded

LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____
Emergencies and 24-Hour Dispatching Contact

Name/Dept: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Invoices

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 165 First Revised Sheet No. 165 : Superseded
Superseding: Original Sheet No. 165

LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

otherwise provided above, which shall enable Transporter to recover the entire portion and amount of Transporter's cost of service allocated or attributable to such transportation.

ARTICLE VII

CREDITWORTHINESS

7.1 If at any time Shipper is or becomes insolvent, or fails to demonstrate creditworthiness, or fails to make payments pursuant to Section 8 of the General Terms and Conditions, Shipper must provide to Transporter one of the following forms of credit to enter into or maintain in effect this Agreement: (a) a security deposit or other good and sufficient surety, as determined by Transporter in its reasonable discretion, in an amount equal to the cost of performing the maximum transportation service requested by Shipper for a three (3) month period; or (b) a guarantee from a creditworthy party that said party will be responsible for payment of all charges and penalties assessed by Transporter but not paid by Shipper hereunder.

ARTICLE VIII

MISCELLANEOUS

8.1 This Agreement constitutes the entire Agreement between the parties and no representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the parties.

8.2 The laws of the State of Alabama shall govern the validity, construction, interpretation, and effect of this Agreement.

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 170 First Revised Sheet No. 170 : Superseded
Superseding: Original Sheet No. 170

ADDENDUM TO
GAS TRANSPORTATION SERVICE AGREEMENT
FOR TEMPORARY RELEASES UNDER RATE SCHEDULE FTS
Service Agreement No.

Offer No.:
Addendum No.:

Acquiring Shipper:

Releasing Shipper:

Releasing Shipper's Contract No.:

Effective Date of Release: through

Is this capacity subject to right of recall? Yes No
Recall Conditions (if applicable):

Rates: Check all that apply:

Monthly reservation charge
Reservation charge prorated for days of recall

OR

Volumetric reservation charge
Volume commitment

Reservation Charge (inclusive of reservation surcharges) \$

Transportation Demand: (Mcf)

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 171 First Revised Sheet No. 171 : Superseded
Superseding: Original Sheet No. 171

ADDENDUM TO
GAS TRANSPORTATION SERVICE AGREEMENT
FOR TEMPORARY RELEASES UNDER RATE SCHEDULE FTS
Service Agreement No.
(continued)

Addendum No.

EXHIBIT "A"

Firm	Maximum Daily Receipt	
Receipt Points	Quantity (MDRQ)	
		(Mcf)
		(Mcf)
		(Mcf)

EXHIBIT "B"

Firm	Maximum Daily Delivery	
Delivery Points	Quantity (MDDQ)	
		(Mcf)
		(Mcf)
		(Mcf)

This Addendum, entered into pursuant to Sea Robin Pipeline Company's capacity release program and the executed FTS Agreement between Sea Robin and the Acquiring Shipper, is heretofore made a part of and subject to the terms of the aforementioned FTS Agreement.

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 173 First Revised Sheet No. 173 : Superseded

Superseding: Original Sheet No. 173

›This sheet is reserved for future use.Ý

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 174 First Revised Sheet No. 174 : Superseded
Superseding: Original Sheet No. 174

›This sheet is reserved for future use.Ÿ

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 175 First Revised Sheet No. 175 : Superseded
Superseding: Original Sheet No. 175

›This sheet is reserved for future use.Ÿ

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 176 First Revised Sheet No. 176 : Superseded
Superseding: Original Sheet No. 176

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Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

Second Revised Sheet No. 177 Second Revised Sheet No. 177 : Superseded
Superseding: First Revised Sheet No. 177

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Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 178 First Revised Sheet No. 178 : Superseded
Superseding: Original Sheet No. 178

›This sheet is reserved for future use.Ÿ

Effective Date: 12/01/1998 Status: Effective

FERC Docket: RP98-365-000

First Revised Sheet No. 179 First Revised Sheet No. 179 : Superseded
Superseding: Original Sheet No. 179

›This sheet is reserved for future use.Ÿ

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 187 First Revised Sheet No. 187 : Superseded
Superseding: Original Sheet No. 187
SoNet Premier Agreement

(Date)

(Customer Name)
(Address)

Re: SoNet Premier Agreement

Dear _____:

Southern Natural Gas Company (Operator) has developed a new version of its SoNet computer system (SoNet Premier) to facilitate access to and provide information concerning transportation services on the pipeline systems of Operator, Sea Robin Pipeline Company, Destin Pipeline Company, L.L.C., and South Georgia Natural Gas Company (Pipeline Companies). Operator hereby agrees to provide authorized representatives of _____ (hereinafter referred to as SoNet CUSTOMER) with USERIDs and passwords necessary to access SoNet Premier, and in consideration therefor, SoNet CUSTOMER agrees its use of SoNet Premier shall be subject to the following terms and conditions:

1. Operator agrees to permit those employees (including officers and directors) specified by SoNet CUSTOMER to receive USERIDs and passwords for access to SoNet Premier. Any person permitted by SoNet CUSTOMER to access SoNet Premier must have the legal authority to act on behalf of SoNet CUSTOMER in performing those functions listed on SoNet's menu for which he/she is authorized, including those functions which are available presently and those functions which shall become available at a later date. In particular, SoNet CUSTOMER shall designate one or more persons to perform the contracting function and thereby legally bind SoNet CUSTOMER to any Agreement or amended Agreement executed by SoNet CUSTOMER on SoNet Premier. SoNet CUSTOMER agrees and acknowledges that Operator and Pipeline Companies shall be entitled to rely on SoNet CUSTOMER'S designation as a representation that all persons authorized to perform

PRO FORMA
OPERATIONAL BALANCING AGREEMENT
(Continued)

credit references and either their most recent audited or otherwise verified financial statement, annual report, Form 10-K or alternate credit information sufficient to demonstrate that they will be able to meet their financial obligations under this Agreement. The parties acknowledge that Sea Robin or Pipeline Operator may terminate this Agreement at the end of the current calendar month upon prior written notice to the other party hereto if they do not receive the information sought by the requesting party which assures that party of Pipeline Operator's or Sea Robin's solvency and ability to perform its obligations under this Agreement.

- 4.9 Assignability - This Agreement shall not be assignable by either Party.
- 4.10 Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of Alabama.
- 4.11 Supersede and Control - The terms of this Agreement shall supersede and control the terms of any other agreement between Sea Robin and Pipeline Operator with regard to the allocation of deliveries by Sea Robin at the Interconnection Point and the resolution of Pipeline Operator's Monthly Operational Imbalance. No modifications or amendments to this Agreement shall be valid or enforceable unless such modifications or amendments are stated in writing and validly executed by the Parties.
- 4.12 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

SEA ROBIN PIPELINE COMPANY:

NOTICES: Sea Robin Pipeline Company
Post Office Box 2563
Birmingham, Alabama 35202-2563

Attention: Transportation Services
Department

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-79-003

Original Sheet No. 208 Original Sheet No. 208 : Superseded

PRO FORMA
OPERATIONAL BALANCING AGREEMENT
(Continued)

INVOICES: Sea Robin Pipeline Company
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Gas Accounting

PIPELINE OPERATOR:

NOTICES:

INVOICES:

Effective Date: 06/30/2000 Status: Effective
FERC Docket: RP00-301-000

First Revised Sheet No. 216 First Revised Sheet No. 216 : Superseded
Superseding: Original Sheet No. 216
FORM OF POOLING SERVICE AGREEMENT
(Continued)

Company: Notices and General Correspondence

Sea Robin Pipeline Company
Attention: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Telephone: (713) 627-4272 or
1-800-275-7375
Facsimile: (713) 989-1178

Dispatching Notices-Nominations/Confirmations

Name/Dept.: _____
Telephone: () _____
Facsimile: () _____

Dispatching Notices Limitations

Name/Dept: _____
Telephone: () _____
Facsimile: () _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone: () _____
Facsimile: () _____

(1) Alternative Contact:

(2) Alternative Contact:

Payments

Sea Robin Pipeline Company
P.O. Box 201251
Houston, Texas 77216-1251

Effective Date: 12/01/1998 Status: Effective
FERC Docket: RP98-365-000

First Revised Sheet No. 217 First Revised Sheet No. 217 : Superseded
Superseding: Original Sheet No. 217

FORM OF POOLING SERVICE AGREEMENT
(Continued)

Pooler: Notices and Requests

Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Dispatching Notices-Nominations/Confirmations

Name/Dept: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Invoices

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97-343-000

Original Sheet No. 219 Original Sheet No. 219 : Superseded

FORM OF POOLING SERVICE AGREEMENT
(Continued)

ARTICLE VII
MISCELLANEOUS

- 7.1 No waiver by Company or Pooler of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 7.2 The laws of the State of Alabama (excluding choice of law provisions) shall govern the validity, construction, interpretation and effect of this Agreement.
- 7.4 No modification of or supplement to the terms and provisions hereof shall become effective except by execution of a supplementary written agreement between the parties.
- 7.5 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 7.6 {If Applicable} This Agreement supersedes and cancels the Agreement # _____ dated _____ between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above by each party's respective duly authorized officers.

Sea Robin Pipeline Company
as "Company"

By _____
Its _____

_____ as "Pooler"

By _____
Its _____

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97-343-000

Original Sheet No. 220 Original Sheet No. 220 : Superseded

SEA ROBIN PIPELINE COMPANY
CUSTOMER SERVICES DEPARTMENT
POOL NOMINATION FORM

Effective Date: _____

Pooler: _____

Pool Contract No.: _____

DELIVERY POINT DETAIL

Delivery Point Code Ranking	Pipeline	Nominated Quantity		Downstream Contract	Pkg. I.D.
		Previous	New		
		Dth 14.73 Dry			
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97-343-000

Original Sheet No. 221 Original Sheet No. 221 : Superseded

SEA ROBIN PIPELINE COMPANY
CUSTOMER SERVICES DEPARTMENT
POOL NOMINATION FORM

Pooler:
Effective Date:

Pool Contract No.:

Month/Day/Year

RECEIPT POINT DETAIL

Receipt Pt. Ranking	Contract	Nominated Quantity		Shipper	Supplier
		Dth 14.73	Dry		
-----	-----	Previous	I.D. New	-----	-----
-----	-----	-----	-----	-----	-----

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 232 First Substitute Original Sheet No. 232 : Superseded
Superseding: Original Sheet No. 232

FORM OF RESERVE COMMITMENT AGREEMENT
(Continued)

ARTICLE VII
NOTICES

Notices hereunder shall be given pursuant to the provisions of Section 25 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile machine number stated below or such other addresses, telephone numbers or facsimile machine numbers as the parties shall respectively hereafter designate in writing from time to time:

Company: Sea Robin Pipeline Company
Post Office Box 2563 Birmingham, Alabama 35202-2563
Attention: President
Telephone No.: (205) 325-3834
Facsimile Machine No.: (205) 325-3787

Shipper: _____

Telephone No.: () _____
Facsimile Machine No.: () _____

ARTICLE VIII
MISCELLANEOUS

The laws of the State of Alabama (excluding choice of law provisions) shall govern the validity, construction, interpretation, and effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

SHIPPER SEA ROBIN PIPELINE COMPANY

By: By:
Title: Title:
Date: Date:

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 234 First Substitute Original Sheet No. 234 : Superseded
Superseding: Original Sheet No. 234

EXHIBIT B
Reserve Commitment Agreement

Example: Permanent Release
Under Section 2.5

Assumptions:

- Year 2001
- Shipper A: - has MDQ of 100,000
Mcf/day under its FTS-2 Service Agreement
 - has then current production
(as of 1/1/2001) from Committed Leases of
130,000 dt/day, but expects its production
from such fields to increase to 175,000
dt/day beginning 1/1/2002, to remain at
175,000 dt/day through 12/31/2003 and to
decline to 120,000 dt/day beginning
1/1/2004 (and thereafter to remain at that
level)
 - Shipper has been receiving
20,000 dt of IT and 10,000 dt of Shipper's
current production has been interrupted
for 90 consecutive days (thru 12/31/2000)

Procedures:

1. Shipper on 1/1/2001 requests permanent release
of quantities of gas in excess of quantities of FTS-2
service available to Shipper with respect to future
delivery periods.
2. By 5/1/2001, Company notifies Shipper of the
actions it proposes to take and any additional MDQs
available to Shipper under its FTS-2 service agreement in
such future delivery periods.

Effective Date: 08/04/1997 Status: Effective
FERC Docket: RP97-411-003

First Substitute Original Sheet No. 235 First Substitute Original Sheet No. 235 : Superseded
Superseding: Original Sheet No. 235

FORM OF RESERVE COMMITMENT AGREEMENT
(Continued)

EXHIBIT B
(Continued)

Assume, for this example, Company informs Shipper that it has 25,000 Mcf/d of additional MDQs available to Shipper under its FTS-2 Service Agreement effective 6/1/2001 and another 30,000 Mcf/d of additional MDQs available to Shipper under its FTS-2 Service Agreement beginning 1/1/2002.

Permanent Release Quantities:

1. Shipper's Permanent Release Quantities are up to:
5,000 dt/day during 7/1/2001 through 12/31/2002; 20,000 dt/day during 1/1/2002 through 12/31/2003, and 0 beginning 1/1/2004 (see below):
7/1/2001
through 130,000 - 125,000 (FTS-2) = 5,000 dt/day
12/31/2001

1/1/2002
through 175,000 - 155,000 (FTS-2) = 20,000 dt/day
12/31/2003

beginning 120,000 - 125,000 (FTS-2) = 0 permanent
1/1/2004 release quantities
2. If Shipper's actual production in calendar year 2002 is 165,000 dt/day, only 10,000 dt/day will be released (last quantities produced rule).

This example is for illustrative purposes only. The actual application of any permanent releases shall be governed by the provisions of Section 2.5.

