

## Table of Contents

Substitute Fourth Revised Sheet No. 1	5
Eighth Revised Sheet No. 5	6
Eighth Revised Sheet No. 6	8
Fourteenth Revised Sheet No. 7	10
Sixth Revised Sheet No. 7A	11
Substitute Fifth Revised Sheet No. 7B	12
Third Revised Sheet No. 7C	13
Third Revised Sheet No. 7D	14
Fifth Revised Sheet No. 7E	15
First Revised Sheet No. 7F	16
Second Revised Sheet No. 7G	17
Second Revised Sheet No. 7H	18
Original Sheet No. 7I	19
Original Sheet No. 7J	20
Original Sheet No. 7K	21
First Revised Sheet No. 7M	22
Original Sheet No. 7E.01	23
Second Revised Sheet No. 7G.01	24
Second Revised Sheet No. 7E.02	25
Second Revised Sheet No. 7E.03	26
First Revised Sheet Nos. 8-11	27
Substitute Original Sheet No. 10	28
1st Rev Original Sheet No. 12	29
Sixth Revised Sheet No. 13	30
First Revised Sheet No. 14	31
First Revised Sheet No. 15	32
First Revised Sheet No. 34	33
Original Sheet No. 35A	34
Second Revised Sheet No. 39	35
Second Revised Sheet No. 68	36
First Revised Sheet No. 126	37
First Revised Sheet No. 127	38
First Revised Sheet No. 128	39
Original Sheet No. 128A	40
First Revised Sheet No. 137	41
Original Sheet No. 161	42
Second Revised Sheet No. 162	43
Sub Second Revised Sheet No. 163	44
Second Revised Sheet No. 163A	45
Sub Second Revised Sheet No. 164	46
First Revised Sheet No. 164A	47
Third Revised Sheet No. 165	48
Third Revised Sheet No. 165A	49
Second Revised Sheet No. 167	50
First Revised Sheet No. 167A	51

First Revised Sheet No. 168	52
Third Revised Sheet No. 169	53
Second Revised Sheet No. 169A	54
First Revised Sheet No. 170	55
Second Revised Sheet No. 172	56
Original Sheet No. 173	57
Original Sheet No. 175	58
Original Sheet No. 178	59
First Revised Sheet No. 190	60
Original Sheet No. 191	61
Alternate Second Revised Sheet No. 192	62
Original Sheet No. 193	63
First Revised Sheet No. 194	64
First Revised Sheet No. 195	65
First Revised Sheet No. 196	66
First Revised Sheet No. 196A	67
First Revised Sheet No. 197	68
Original Sheet No. 201	69
First Revised Sheet No. 202	70
First Revised Sheet No. 203	71
Alternate Second Revised Sheet No. 204	72
Original Sheet No. 204A	73
Second Revised Sheet No. 205	74
First Revised Sheet No. 206	75
Original Sheet No. 208	76
Original Sheet No. 208A	77
Original Sheet No. 209	78
Original Sheet No. 210	79
Substitute First Rev Sheet No. 211	80
First Revised Sheet No. 212	81
Alternate Original Sheet No. 213	82
Second Revised Sheet No. 214	83
Substitute Original Sheet No. 216A	84
Original Sheet No. 216B	85
Original Sheet No. 216C	86
Second Revised Sheet No. 217	87
Original Sheet No. 220	88
Alt 1st Rev Original Sheet No. 231	89
Original Sheet No. 232A	90
Second Revised Sheet No. 233A	91
Original Sheet No. 235	92
First Revised Sheet No. 236	93
Original Sheet No. 237	94
First Revised Sheet No. 239	95
Original Sheet No. 261	96
Original Sheet No. 262	97

Original Sheet No. 273	98
First Revised Sheet No. 276	99
First Revised Sheet No. 277	100
Original Sheet No. 278	101
Second Revised Sheet No. 279	102
Original Sheet No. 279A	103
Original Sheet No. 279B	104
Second Revised Sheet No. 280	105
Original Sheet No. 281	106
First Revised Sheet No. 282	107
Original Sheet No. 282A	108
Original Sheet No. 283	109
Second Revised Sheet No. 286	110
Original Sheet No. 286A	111
First Revised Sheet No. 287	112
First Revised Sheet No. 299	113
Original Sheet No. 304	114
Substitute Original Sheet No. 305	115
Second Revised Sheet No. 306	116
First Revised Sheet No. 307	117
Original Sheet No. 308	118
Original Sheet No. 314	119
Second Revised Sheet No. 315	120
Sub Second Revised Sheet No. 316	121
Original Sheet No. 316A	122
Original Sheet No. 317	123
Original Sheet No. 320	124
Third Revised Sheet No. 325	125
Second Revised Sheet No. 326	127
Original Sheet No. 329	128
1st Rev Original Sheet No. 330	129
Original Sheet No. 331	130
Second Revised Sheet No. 334A	131
Second Revised Sheet No. 334D	133
Second Revised Sheet No. 342	135
Second Revised Sheet No. 344	136
Second Revised Sheet No. 345	137
Original Sheet No. 347A	138
Original Sheet No. 348	139
Original Sheet No. 352	140
Original Sheet No. 353	141
Original Sheet No. 354	142
Original Sheet No. 355	143
Original Sheet No. 356	144
Original Sheet No. 357	145
Original Sheet No. 358	146





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**Eighth Revised Sheet No. 5** Eighth Revised Sheet No. 5 : Superseded  
 Superseding: Seventh Revised Sheet No. 5

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
 (\$/Dth)

RATE SCHEDULE	BASE RATE	Adjustments				MAXIMUM RATE	MINIMUM RATE
		Sec. 5.7	Sec. 18	Sec. 23	Sec. 23.2		
-----							
FUEL% -----							
-----							
FT - FIRM TRANSPORTATION							
-----							
1.80%	RESERVATION CHARGE	\$ 7.4257	(0.0000)	-----	(0.0000)	0.0000	\$7.4257 \$0.0000
	COMMODITY	0.0087	-----	0.0300	-----	-----	0.0387 0.0087
	OVERRUN	0.2528	(0.0000)	0.0300	(0.0000)	0.0000	0.2828 0.0087
	RESERVATION CHARGE ADJ	0.2441	(0.0000)	----	(0.0000)	0.0000	0.2441 0.0000
FT - SMALL CUSTOMER							
-----							
1.80%	COMMODITY	\$ 0.3099	(0.0000)	0.0300	(0.0000)	0.0000	\$0.3399 \$0.0087
	OVERRUN	0.3099	(0.0000)	0.0300	(0.0000)	0.0000	0.3399 0.0087
IT - INTERRUPTIBLE TRANSPORTATION							
-----							
1.80%	COMMODITY	\$ 0.2201	(0.0000)	0.0300	-----	-----	\$0.2501 \$0.0087
	OVERRUN	0.2201	(0.0000)	0.0300	-----	-----	0.2501 0.0087

ADDITIONAL SURCHARGE:

Pursuant to Section 25 of Transporter's General Terms and Conditions, the GRI surcharge may be assessed as follows:

- FT & NNTS Reservation, High Load Factor	0.2600	0.0000
- FT & NNTS Reservation, Low Load Factor	0.1600	0.0000
- FT & NNTS Commodity	0.0088	0.0000
- Small Customer Commodity	0.0200	0.0000
- IT Commodity	0.0088	0.0000

CAPACITY RELEASE VOLUMETRIC RATE:

The FT maximum volumetric bid rate for capacity release is the maximum applicable Reservation Charge Adjustment rate for Rate Schedule FT.

FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter. The fuel rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Effective Date: 05/01/1997 Status: Effective  
 FERC Docket: TM97-2-31-000

**Eighth Revised Sheet No. 6** Eighth Revised Sheet No. 6 : Superseded  
 Superseding: Seventh Revised Sheet No. 6

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
 (\$/Dth)

RATE SCHEDULE	BASE RATE	Adjustments				MAXIMUM RATE	MINIMUM RATE	FUEL%
		Sec. 5.7	Sec. 18	Sec. 23	Sec. 23.2			
NNTS - NO NOTICE TRANSPORTATION								
RESERVATION FEE	\$8.7560	(0.0000)	-----	(0.0000)	0.0000	\$8.7560	\$0.0000	
COMMODITY	0.0184	-----	0.0300	-----	-----	0.0484	0.0184	5.98%
NNTS - SMALL CUSTOMER								
COMMODITY	\$0.3972	(0.0000)	0.0300	(0.0000)	0.0000	\$0.4272	\$0.0184	5.98%
FSS - FIRM STORAGE SERVICE								
DELIVERABILITY FEE	\$0.9606	-----	-----	-----	-----	\$0.9606	\$0.0000	
CAPACITY FEE	0.0229	-----	-----	-----	-----	0.0229	0.0000	
STORAGE FEE	0.0154	-----	-----	-----	-----	0.0154	0.0154	3.29%
OVERRUN	0.5468	-----	-----	-----	-----	0.5468	0.0154	
DELIVERABILITY FEE ADJ	0.2562	-----	-----	-----	-----	0.2562	0.0000	
ISS - INTERRUPTIBLE STORAGE SERVICE								
INTERRUPTIBLE STORAGE RATE	\$0.5468	-----	-----	-----	-----	\$0.5468	\$0.0154	3.29%
OVERRUN	0.5468	-----	-----	-----	-----	0.5468	0.0154	

ADDITIONAL SURCHARGE:

Pursuant to Section 25 of Transporter's General Terms and Conditions, the GRI surcharge may be assessed as follows:

- FT & NNTS Reservation, High Load Factor	0.2600	0.0000
- FT & NNTS Reservation, Low Load Factor	0.1600	0.0000
- FT & NNTS Commodity	0.0088	0.0000
- Small Customer Commodity	0.0200	0.0000
- IT Commodity	0.0088	0.0000

CAPACITY RELEASE VOLUMETRIC RATE:

The maximum volumetric bid rate for capacity release is the maximum applicable overrun rate for Rate Schedules NNTS and FSS respectively.

FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter. The fuel rates stated above are calculated

pursuant to Section 27 of the General Terms and Conditions.

Effective Date: 06/01/1997 Status: Effective  
 FERC Docket: RP96-200-022

**Fourteenth Revised Sheet No. 7** Fourteenth Revised Sheet No. 7 : Superseded  
 Superseding: Thirteenth Revised Sheet No. 7

STATEMENT OF NEGOTIATED RATES

Shipper Name Commodity	Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand	Reservation Charge
-----	-----	-----	-----	-----	-----
NorAm Energy Services, Inc. \$0.0100	NNG @ Red Moon	1402	FT CGT @ Perryville	55,000	\$4.8667
KN Energy		ANR @ Delhi			
Delhi @ Custer		TET @ West Monroe			
Enogex @ Lookeba		Koch @ West Monroe			
El Paso @ Line 2 South		Trunkline @ Richland			
		Tennessee 100			
		Tennessee 800			
		TGT @ Perryville			
		Sonat @ Perryville			
USG Interiors, Inc. \$0.0100	ONG @ Purcell	1799 [1]	FT TGT @ Perryville	8,500	\$11.2542

[1] Only part of the contract is subject to Negotiated Rates, and thus only the rates, volume and points for these contracts that are applicable to the Negotiated Rates are reported on this tariff sheet.

Effective Date: 05/01/1997 Status: Effective  
 FERC Docket: RP96-200-021

**Sixth Revised Sheet No. 7A** Sixth Revised Sheet No. 7A : Superseded  
 Superseding: Fifth Revised Sheet No. 7A

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
El Paso Energy Marketing City CGT @ Perryville	1964 See Formula below	FT	20,000	El Paso @ Elk

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below.

(1) Columbia Gulf Transmission +\$0.03;

(2) The arithmetic average of NorAm Gas Transmission - West, ANR Pipeline - Oklahoma, and Panhandle Eastern Pipeline - Texas, Oklahoma.

If the Index Spread is less than \$0.04, then the unit rate per MMBtu of Contract Demand shall be \$0.04. If the Index Spread is greater than or equal to \$0.04 but less than or equal to Transporter's then effective maximum Tariff rate, as shown on its Statement of Effective Rates and Charges for Transportation of Gas, on a unit basis (the "Maximum Rate"), then the unit rate per MMBtu of Contract Demand shall be the Index Spread. If the Index Spread is greater than the Maximum Rate, then the unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Spread and the Maximum Rate, multiplied by (b) Sixty Percent (60%), plus (c) the Maximum Rate. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

Effective Date: 04/01/1997 Status: Effective  
 FERC Docket: RP96-200-020

**Substitute Fifth Revised Sheet No. 7B** Substitute Fifth Revised Sheet No. 7B : Superseded  
 Superseding: Fifth Revised Sheet No. 7B

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Enron Capital & Trade Resources CGT @ Perryville Corp. Area ANR @ Perryville	1962 See Formula below	FT	10,000	KN @ Red River West 1 Pooling
Koch @ West Monroe				
Tennessee 100				
Tennessee 800				
TET @ West Monroe				
TGT @ Perryville				
Trunkline @ Richland				
Sonat @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) the difference between the Index Prices specified in (2) minus (1) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (1) below.

- (1) The arithmetic average of: ANR Pipeline Co. (Oklahoma), Panhandle Eastern Pipeline Co. (Texas, Oklahoma (mainline)), and NorAm Gas Transmission (West)
- (2) Columbia Gulf Transmission Co. plus \$0.03

If the Index Spread is less than or equal to \$0.0237, then the unit rate per MMBtu of Contract Demand shall be comprised of a Reservation Charge of \$0.015 per MMBtu and a commodity rate of \$0.0087 per MMBtu. If the Index Spread is greater than the Maximum Tariff Rate on a unit basis, then the unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Spread and the Maximum Tariff Rate multiplied by (b) seventy five Percent (75%) plus the Maximum Tariff Rate. Otherwise, the unit rate per MMBtu of Contract Demand shall be equal to the Index Spread. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

Effective Date: 02/01/1997 Status: Effective  
 FERC Docket: RP96-200-017

**Third Revised Sheet No. 7C** Third Revised Sheet No. 7C : Superseded  
 Superseding: Second Revised Sheet No. 7C

STATEMENT OF NEGOTIATED RATES

Shipper Name Commodity	Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand	Reservation Charge
-----	-----	-----	-----	-----	-----
NorAm Energy Services, Inc. \$0.0100	Transok @ Wilburton	1848	FT CGT @ Perryville	30,000	\$2.2008
	Vastar @ Wilburton		ANR @ Perryville		
	Triark @ Panther Mountain		TET @ West Monroe		
	ANGI @ Blue Mountain		Koch @ West Monroe		
	Enogex @ Chandler		Trunkline @ Richland		
	East of Chandler		Tennessee 100		
	ONG @ Purcell [1]		Tennessee 800		
			Sonat @ Perryville		
Tenaska Marketing Ventures \$0.0100	East of Chandler	1863	FT CGT @ Perryville	10,000	\$0.2240
			ANR @ Perryville		
			TET @ West Monroe		
			Koch @ West Monroe		
			Trunkline @ Richland		
			Tennessee 100		
			Tennessee 800		
			TGT @ Perryville		
Texaco Natural Gas, Inc. \$0.0100	P. Johnson	1851	FT TGT @ Perryville	15,000	\$1.0808
	C.P. Nations		ANR Perryville		
	Enogex @ Chandler		TET @ West Monroe		
			Koch @ West Monroe		
			Trunkline @ Richland		
			Tennessee 100		
			Tennessee 800		
			Sonat @ Perryville		

[1] An additional charge will be added for receipts at ONG Purcell equal to greater of: (1) \$0.03 per MMBtu, or (2) 50% x (Inside FERC NorAm East - Inside FERC NorAm West).

Effective Date: 02/01/1997 Status: Effective  
 FERC Docket: RP96-200-017

**Third Revised Sheet No. 7D** Third Revised Sheet No. 7D : Superseded  
 Superseding: Second Revised Sheet No. 7D

STATEMENT OF NEGOTIATED RATES

Shipper Name Commodity	Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand	Reservation Charge
-----	-----	-----	-----	-----	-----
Union Pacific Fuels, Inc. \$0.0100	UPRC @ Carthage	1864	FT TGT @ Perryville	10,000	\$1.1200
	Koch @ Bistineau [1]		Trunkline @ Richland ANR @ Perryville TET @ West Monroe Tennessee 100 Tennessee 800 Koch @ West Monroe		
NorAm Energy Services, Inc. \$0.0100	East of Chandler	1850	FT NGPL @ Hot Springs	56,000	\$2.5200

[1] An additional charge will be added for receipts at Koch Bistineau equal to \$0.0157 per MMBtu.

Effective Date: 09/01/1997 Status: Effective  
 FERC Docket: RP96-200-025

**Fifth Revised Sheet No. 7E** Fifth Revised Sheet No. 7E : Superseded  
 Superseding: Fourth Revised Sheet No. 7E

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Aquila Energy Marketing CGT @ Perryville Corp. ANR @ Perryville Koch @ West Monroe Tennessee 100 Tennessee 800 Trunkline @ Richland TET @ West Monroe TGT @ Perryville Sonat @ Perryville	1949 See Formula below	FT	25,000	Aquila Elk City El Paso @ Elk City Transok - Waggs

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the following index prices ("Index Prices"):

i) For the Index Price in item (1) below, for spot gas delivered to the pipelines at the areas indicated, as published in the first weekly issue of Natural Gas Intelligence Gas Price Index , "Contract Index", for the Service Month and

ii) For the Index Price in item (2) below, for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below.

- (1) Columbia Rayne plus \$0.01
- (2) Panhandle Eastern Pipeline Co. (Texas, Oklahoma)

In any event, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

As a condition for receiving the negotiated rates at eligible Secondary Delivery Points, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at a Secondary Delivery Point if any Secondary Delivery Points will be nominated.

Effective Date: 02/01/1997 Status: Effective  
 FERC Docket: RP96-200-017

**First Revised Sheet No. 7F** First Revised Sheet No. 7F : Superseded  
 Superseding: Original Sheet No. 7F

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Texaco Natural Gas, Inc. CGT @ Perryville	1852 See Formula below	FT	10,000	East of Chandler Carthage Plant
ANR @ Perryville				
TET @ West Monroe				
Koch @ West Monroe				
Trunkline @ Richland				
Tennessee 100				
Tennessee 800				
Sonat @ Perryville				

Formula Rates for Services up to Contract Demand:

The Formula Rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated ("Index Price").

The Index Spread shall be equal to (a) the differential between (1) and (2) below, less (b) the Compressor Fuel Value calculated as described below.

(Shipper provides Compressor Fuel in-kind, pursuant to the FERC Gas Tariff of NGT).

(1) NorAm Gas Transmission Company East (as published in the first monthly issue of Inside FERC's Gas Market Report for the Service Month) plus \$0.03;

(2) Columbia Rayne (as published in the first monthly issue of Natural Gas Intelligence for the Service Month).

The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as specified and in effect from time to time in NGT's Tariff times the Index Price set forth in (1) above.

If the Index Spread is less than \$0.08 per MMBtu (hereinafter \$0.08 per MMBtu shall be referred to as the "Floor Rate"), then the unit rate per MMBtu of

Contract Demand shall be the Floor Rate. If the unit rate is greater than \$0.08 per MMBtu and less than or equal to \$0.2828 per MMBtu, then the applicable unit rate shall be the Index Spread.

If the Index Spread is greater than \$0.2828 per MMBtu, (hereinafter \$0.2828 per MMBtu shall be referred to as the "Threshold"), then the unit rate per MMBtu

of Contract Demand shall be (a) the difference between the Index Spread and Threshold, (b) multiplied by sixty percent (60%), (c) plus the Threshold.

Effective Date: 05/01/1997 Status: Effective  
 FERC Docket: RP96-200-021

**Second Revised Sheet No. 7G** Second Revised Sheet No. 7G : Superseded  
 Superseding: First Revised Sheet No. 7G

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- ----- -----	----- ----- -----	----- ----- -----	----- ----- -----	----- ----- -----
Williams Energy Services (East MRT @ Glendale Company NGPL @ Hot Springs	1960 See Formula below	FT	20,000	North Pooling Area  Of Chandler)

Formula Rates for Secondary Deliveries:

The formula rates for such secondary deliveries in the quantities specified in (b) (i) and (ii) below shall be based on the daily prices ("Daily Prices") for spot gas delivered to the pipelines at the areas indicated, as published for the day of gas flow, and the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the month of Inside FERC's Gas Market Report for the Service Month. Such formula rates shall be the higher of (a) or (b), as follows:

(a) The sum of \$0.05, plus fifty percent of (i) the difference between the Index Price specified in (x) below, minus the Index Price specified in (y) below, less (ii) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price specified in (y) below. Provided, however, the amount remaining when (ii) is subtracted from (i) shall never be more than \$0.17 less Compressor Fuel Value, nor less than \$0.08.

(x) Texas Gas Transmission, Zone SL

(y) NorAm Gas Transmission, East

(b) The applicable Daily Price described in (i) or (ii) below, less the Daily Price described in (iii) below, adjusted for Compressor Fuel Value by subtracting the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Daily Price set forth in (iii) below, all multiplied by eighty-five percent (85%).

(i) For secondary deliveries at MRT @ Glendale up to 5,000 MMBtu/d - Gas Daily North Louisiana MRT Mainline Midpoint;

(ii) For secondary deliveries at NGPL @ Hot Springs up to 10,000 MMBtu/d - Gas Daily East Texas North Louisiana Area NGPL Texas, Oklahoma Midpoint;

(iii) Gas Daily Oklahoma NorAm North/South Midpoint.

As a condition for receiving such rates, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at such Secondary Delivery Points if the Secondary Delivery Points specified above will be nominated.

Effective Date: 09/01/1997 Status: Effective  
 FERC Docket: RP96-200-025

**Second Revised Sheet No. 7H** Second Revised Sheet No. 7H : Superseded  
 Superseding: First Revised Sheet No. 7H

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) -----	Contract Number Rate -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----
Duke Energy Trading & CGT @ Perryville (thru 10/31/97) Marketing, L.L.C. ANR @ Perryville	1952 See Formula below	FT	10,000	South Pooling Area North Pooling Area (East of Chandler)
Koch @ West Monroe				
Tennessee 100				
Tennessee 800				
TET @ West Monroe				
TGT @ Perryville				
Trunkline @ Richland				
Sonat @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) (2) less (1) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value (b) shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (1) below.

(1) NorAm Gas Transmission (East)

(2) Columbia Gulf Transmission Co. plus \$0.03 from April 1, 1997 through October 31, 1997. Texas Gas Transmission (Zone 1) from November 1, 1997 until the end of the primary contract term.

If the Index Spread is greater than the maximum applicable Tariff Rate, then the unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Spread and the maximum applicable Tariff Rate multiplied by (b) sixty Percent (60%), plus the maximum applicable Tariff Rate. Otherwise, the unit rate per MMBtu of Contract Demand shall be equal to the Index Spread. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

Effective Date: 04/01/1997 Status: Effective  
 FERC Docket: RP96-200-020

Original Sheet No. 7I Original Sheet No. 7I : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Tenaska Marketing Ventures CGT @ Perryville	1950 See Formula below	FT	10,000	El Paso @ Wheeler
ANR @ Perryville				
Koch @ West Monroe				
Tennessee 100				
Tennessee 800				
Trunkline @ Richland				
TET @ West Monroe				
TGT @ Perryville				
Sonat @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below.

- (1) Columbia Gulf (Louisiana) plus \$0.035
- (2) NorAm Gas Transmission (West)

In any event, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

As a condition for receiving the negotiated rates at eligible Secondary Delivery Points, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at a Secondary Delivery Point if any Secondary Delivery Points will be nominated.

Effective Date: 04/01/1997 Status: Effective  
 FERC Docket: RP96-200-020

Original Sheet No. 7J Original Sheet No. 7J : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
Tenaska Marketing Ventures and/or TGT @ Helena	1951 See Formula below	FT	10,000	North, South, Neutral Pooling (East of
Area TET @ Bald Knob Chandler) NGPL @ Hot Spring				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below.

- (1) Texas Gas Zone 1
- (2) NorAm Gas Transmission (East)

Provided, however the unit rate per MMBtu of Contract Demand shall not be less than \$0.04. In any event, the unit rate per MMBtu of Contract Demand in any Month shall never be less than Transporter's then effective minimum Tariff rate.

As a condition for receiving the negotiated rates at eligible Secondary Delivery Points, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at a Secondary Delivery Point if any Secondary Delivery Points will be nominated.

Effective Date: 04/01/1997 Status: Effective  
 FERC Docket: RP96-200-020

Original Sheet No. 7K Original Sheet No. 7K : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
TPC Corporation TGT @ Perryville	1956 See Formula below	FT	10,000	North and/or South Pooling
Area ANR @ Perryville Chandler) Koch @ West Monroe Trunkline @ Richland Tennessee 100 Tennessee 800 CGT @ Perryville Tetco @ West Monroe				(East of

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below. An additional \$0.04 per MMBtu shall be added to the monthly unit rate per MMBtu of Contract Demand as described below for deliveries to Columbia Gulf at Perryville.

- (1) Texas Gas Transmission, Zone 1 + \$0.015;
- (2) NorAm Gas Transmission (East)

If the Index Spread is less than \$0.02, then the unit rate per MMBtu of Contract Demand shall be \$0.02. If the Index Spread is greater than \$0.02, then the unit rate per MMBtu of contract Demand shall be (a) the difference between the Index Spread and \$0.02 multiplied by (b) Sixty Percent (60%), plus \$0.02. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

As a condition for receiving the negotiated rates at eligible Secondary Delivery Points, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at a Secondary Delivery Point if any Secondary Delivery Points will be nominated.

Effective Date: 11/01/1997 Status: Effective  
 FERC Docket: RP96-200-026

**First Revised Sheet No. 7M** First Revised Sheet No. 7M : Superseded  
 Superseding: Original Sheet No. 7M

STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s) ----- -----	Contract Number Delivery Point(s) ----- -----	Rate Schedule -----	Contract Demand -----	Rate -----
NorAm Energy Services, Inc. NNG @ Red Moon	1402 CGT @ Perryville	FT	55,000 *	See Formula below
KN Energy	ANR @ Perryville			
Delhi @ Custer	TET @ West Monroe			
Enogex @ Lookeba	Koch @ West Monroe			
El Paso @ Line 2 South	Trunkline @ Richland			
	Tennessee 100			
	Tennessee 800			
	TGT @ Perryville			
	Sonat @ Perryville			
	IMC Sterlington Plant			

Formula Rate for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot Gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The Index Spread shall be the difference between the Index Prices specified in (1) and (2) below.

- (1) The average of ANR Pipeline Company (OK) and Panhandle Eastern Pipeline Company (TOK);
- (2) Columbia Gulf Transmission Company (LA) plus \$0.03.

If the Index Spread is less than \$0.10, then the unit rate per Dth of Contract Demand shall be \$0.10. If the Index Spread is greater than Transporter's then-effective maximum Tariff rate, as shown on its Statement of Effective Rates and Charges for Transportation of Gas, on a unit basis, including all applicable surcharges ("Maximum Rate"), then the unit rate per Dth of Contract Demand shall be (a) the difference between the Index Spread and the Maximum Rate, multiplied by (b) sixty percent (60%), plus (c) the Maximum Rate. Otherwise, the unit rate per Dth of Contract Demand shall be equal to the Index Spread. In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then-effective minimum Tariff rate.

\* Only 29,000 Dth/d is subject to the negotiated rate formula.

Effective Date: 02/01/1997 Status: Effective  
 FERC Docket: RP96-200-017

Original Sheet No. 7E.01 Original Sheet No. 7E.01 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) -----	Contract Number Rate -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----	
Conoco, Inc. Perryville	1552 See Formula below	FT	10,316	Goldsby Plant	CGT @

Formula Rates for Services up to Contract Demand:

The formula rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated, as published in the first monthly issue of Inside FERC's Gas Market Report for the Service Month, ("Index Price"). The Index Spread shall be equal to (a) the amount remaining when the Index Price specified in (1) below is subtracted from the Index Price specified in (2) below, less (b) the Compressor Fuel Value calculated as described below.

- (1) ONG-Oklahoma, plus \$0.04;
- (2) Columbia Gulf Transmission Company - Louisiana, plus \$0.035.

The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as specified and in effect from time to time in NGT's Tariff times the Index Price set forth in (1) above.

If the Index Spread is less than \$0.01 per MMBtu (hereinafter referred to as the "Base Rate"), then the rate per MMBtu of Contract Demand shall be the Base Rate. If the Index Spread is equal to or greater than the Base Rate, but less than or equal to NGT's then-current maximum applicable unit rate, calculated on an assumed 100% load factor basis, including all applicable charges, for Rate Schedule FT service (herein the "Maximum"), then the rate per MMBtu of Contract Demand shall be the Index Spread. If the Index Spread is greater than the Maximum, then the rate per MMBtu of Contract Demand shall be the Maximum plus seventy percent (70%) of the amount of the Index Spread exceeding the Maximum.

Effective Date: 09/01/1997 Status: Effective  
 FERC Docket: RP96-200-025

**Second Revised Sheet No. 7G.01** Second Revised Sheet No. 7G.01 : Superseded  
 Superseding: First Revised Sheet No. 7G.01

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Duke Energy Trading & CGT @ Perryville Marketing, L.L.C. ANR @ Perryville	1948 See Formula below	FT	20,000	Sanguine Baker West 1 Pooling
Koch @ West Monroe				
Tennessee 100				
Tennessee 800				
TET @ West Monroe				
TGT @ Perryville				
Trunkline @ Richland				
Sonat @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) (2) less (1) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value (b) shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (1) below.

- (1) The arithmetic average of: ANR Pipeline Co. (Oklahoma), Panhandle Eastern Pipeline Co. (Texas, Oklahoma (mainline)), and Natural Gas Pipeline Co. Of America (Mid-Continent)
- (2) Columbia Gulf Transmission Co. plus \$0.03

If the Index Spread is greater than the maximum applicable Tariff Rate, then the unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Spread and the maximum applicable Tariff Rate multiplied by (b) sixty Percent (60%), plus the maximum applicable Tariff Rate. Otherwise, the unit rate per MMBtu of Contract Demand shall be equal to the Index Spread. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

Effective Date: 09/01/1997 Status: Effective  
 FERC Docket: RP96-200-025

**Second Revised Sheet No. 7E.02** Second Revised Sheet No. 7E.02 : Superseded  
 Superseding: First Revised Sheet No. 7E.02

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	
Amoco Energy Trading Corp. Perryville	1819 See Formula below	FT	15,000	South Pooling Area (East of Chandler)	CGT @ ANR @
Perryville				Neutral Pooling Area	TET @
West Monroe				(East of Chandler)	KOCH @
West Monroe					
Trunkline @ Richland					
Tennessee 100					
Tennessee 800					
Perryville					TGT @

Formula Rates for Services up to Contract Demand:

The formula rate will be based on the following index prices ("Index Prices"):  
 for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of  
 the Month of Inside FERC's Gas Market Report  
 for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value.

The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentages authorized and in effect from time to time by Transporter's Tariff times the Index Price set forth in (1) below.

- (1) NorAm Gas Transmission (East);
- (2) Columbia Gulf Transmission Company (Louisiana), plus \$0.04 per MMBtu

If the Index Spread is less than \$0.08 (hereinafter shall be referred to as the "Base Rate"), then the unit rate shall be the difference between the Index Spread and the Base Rate multiplied by fifty percent (50%) plus the Index Spread. If the Index Spread is greater than \$0.08 and is less than or equal to \$0.28 per MMBtu, then the unit rate shall be the Index Spread. If the Index Spread is greater than \$0.28 per MMBtu (hereinafter shall be referred to as the "Threshold"), then the unit rate shall be (a) the difference between the Index Spread and Threshold multiplied by (b) sixty Percent (60%), plus the Threshold. In any event, however, the Unit rate in any Month shall never be below Transporter's then effective minimum Tariff rate.

Effective Date: 09/01/1997 Status: Effective  
 FERC Docket: RP96-200-025

**Second Revised Sheet No. 7E.03** Second Revised Sheet No. 7E.03 : Superseded  
 Superseding: First Revised Sheet No. 7E.03

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) -----	Contract Number Rate -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----	
PG&E Energy Trading Corp. @ West Monroe	1860 See Formula below	FT	7,500	Transok @ Latimer	TET
@ Perryville				Amoco @ Red Oak	ANR
@ Glendale					MRT
Koch @ West Monroe					
Trunkline @ Richland					
Tennessee 100					
Tennessee 800					
Sonat @ Perryville					
@ Perryville					TGT
@ Perryville					CGT

Formula Rates for Services up to Contract Demand:

The formula rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated, as published in the first monthly issue of Inside FERC's Gas Market Report for the Service Month, ("Index Price"). The Index Spread shall be equal to (a) the amount remaining when the Index Price specified in (1) below is subtracted from the Index Price specified in (2) below, less (b) the Compressor Fuel Value calculated as described below.

- (1) NorAm Gas Transmission (East);
- (2) Texas Eastern Transmission Company - East Louisiana, plus \$0.0275.

The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as specified and in effect from time to time in NGT's Tariff times the Index Price set forth in (1) above. An additional \$0.04 per MMBtu shall be added to the monthly average unit rate as described above for deliveries to Columbia Gulf Transmission at Perryville.

If the Index Spread is less than \$0.06 per MMBtu (hereinafter \$0.06 per MMBtu shall be referred to as the "Base Rate"), then the unit rate per MMBtu of Contract Demand shall be (c) the difference between the Index Spread and the Base Rate multiplied by (d) fifty percent (50%) plus (e) the Index Spread; provided, however that the unit rate per MMBtu of Contract Demand in any month shall never be below Transporter's then effective minimum Tariff rate. If the Index Spread is between \$0.28 and \$0.06 per MMBtu, then the unit rate shall be the Index Spread.

If the Index Spread is greater than \$0.28 per MMBtu, (hereinafter \$0.28 per MMBtu shall be referred to as the "Threshold"), then the unit rate per MMBtu of Contract Demand shall be (f) the difference between the Index Spread and the Threshold multiplied by (g) sixty percent (60%) plus (h) the Threshold.

*Effective Date: 04/01/1996 Status: Effective*

*FERC Docket: RP96-200-000*

**First Revised Sheet Nos. 8-11** First Revised Sheet Nos. 8-11 : Superseded  
Superseding: 2nd Sub Original Sheet Nos. 7-11

Sheet Nos. 8 through 11  
are reserved for future use.

Effective Date: 02/01/1995 Status: Effective  
 FERC Docket: RP94-343-003

**Substitute Original Sheet No. 10** Substitute Original Sheet No. 10 : Superseded  
 Superseding: Original Sheet No. 10

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

SMALL CUSTOMER RATE (FT) - FIRM TRANSPORTATION

RECEIPTS FROM:	DELIVERIES TO:		
	WEST \$/MMBtu	NORTH \$/MMBtu	SOUTH \$/MMBtu
WEST			
COMMODITY (LEVELIZED)	0.2537	0.4220	0.4949
COMMODITY (SUMMER)	0.1859	0.2858	0.3277
COMMODITY (WINTER)	0.3487	0.6127	0.7289
MINIMUM	0.0037	0.0080	0.0064
NORTH			
COMMODITY (LEVELIZED)	0.4220	0.2557	0.4969
COMMODITY (SUMMER)	0.2858	0.1874	0.3293
COMMODITY (WINTER)	0.6127	0.3514	0.7317
MINIMUM	0.0080	0.0045	0.0073
SOUTH			
COMMODITY (LEVELIZED)	0.4949	0.4969	0.3285
COMMODITY (SUMMER)	0.3277	0.3293	0.2292
COMMODITY (WINTER)	0.7289	0.7317	0.4676
MINIMUM	0.0064	0.0073	0.0029

SMALL CUSTOMER RATE (NNTS) - NO-NOTICE TRANSPORTATION

RECEIPTS FROM:	DELIVERIES TO:		
	WEST \$/MMBtu	NORTH \$/MMBtu	SOUTH \$/MMBtu
COMMODITY - WEST	0.3608	0.5248	0.5992
COMMODITY - NORTH	0.5248	0.3619	0.6004
COMMODITY - SOUTH	0.5992	0.6004	0.4364
NO-NOTICE TRANSPORTATION - STORAGE SUPPLIES			Rate \$/MMBtu
COMMODITY			0.3877

COMPRESSOR FUEL RATES:

Shipper must supply Compressor Fuel at the applicable percentages indicated on Sheet No. 14.

MAXIMUM RATES:

The maximum rate shall include the charges and credits listed on Sheet 13 that must be added to the above stated Commodity Base Rates as applicable.

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95- 53-000

**1st Rev Original Sheet No. 12** 1st Rev Original Sheet No. 12 : Superseded  
Superseding: Original Sheet No. 12

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

MAXIMUM  
\$/MMBtu  
-----

RATE SCHEDULE SBS - SHORT TERM BALANCING SERVICE

---

DAILY ADVANCE RECEIPT RATE	\$0.0239
DAILY ADVANCE DELIVERY RATE	\$0.0239
CARRYOVER ADVANCE RECEIPT RATE	\$0.1042
CARRYOVER ADVANCE DELIVERY RATE	\$0.1042

MINIMUM RATES:

The minimum applicable rates for the above service shall be \$0.0000.

Effective Date: 09/01/1996 Status: Effective  
 FERC Docket: RP96-329-001

**Sixth Revised Sheet No. 13** Sixth Revised Sheet No. 13 : Superseded  
 Superseding: Fifth Revised Sheet No. 13

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

TARIFF REFERENCE MINIMUM	DESCRIPTION	MAXIMUM	
\$/MMBtu		\$/MMBtu	
-----	-----	-----	-----
SEC. 18	ORDER 528 CSC CHARGE		
	- Applicable to FT, NNTS, IT and Small Customer Rate Schedules; Commodity Surcharge	0.0300	0.0000
SEC. 5.7	CASH BALANCING CREDIT		
	- Applicable to FT and NNTS Rate Schedules; Reservation Surcharge	(0.0000)	0.0000
	- Applicable to Small Customer Rate Schedules; Commodity Surcharge	(0.0000)	0.0000
	- Applicable to IT Rate Schedule; Commodity Surcharge	(0.0000)	0.0000
SEC. 23	ANNUAL REVENUE CREDIT		
	- Applicable to Rate Schedules FT and NNTS Reservation Surcharge	(0.0000)	0.0000
	Small Customer Commodity Surcharge	(0.0000)	0.0000
SEC. 23.2	GSR SURCHARGES:		
	- Applicable to FT and NNTS Rate Schedules Reservation Surcharge	0.6350	0.0000
SEC. 25	GRI SURCHARGES:		
	- FT & NNTS Reservation, High Load Factor	0.2600	0.0000
	- FT & NNTS Reservation, Low Load Factor	0.1600	0.0000
	- FT & NNTS Commodity	0.0088	0.0000
	- Small Customer Commodity	0.0200	0.0000
	- IT Commodity	0.0088	0.0000

Effective Date: 05/01/1995 Status: Effective  
 FERC Docket: TM95-2-31-000

**First Revised Sheet No. 14** First Revised Sheet No. 14 : Superseded  
 Superseding: Substitute Original Sheet No. 14

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

CURRENTLY EFFECTIVE FUEL PERCENTAGES

RECEIPTS FROM:	DELIVERIES TO:		
	WEST	NORTH	SOUTH
RATE SCHEDULES FT OR IT			
WEST	1.07%	2.84%	2.19%
NORTH	2.84%	1.77%	2.89%
SOUTH	2.19%	2.89%	1.12%

SYSTEMWIDE

RATE SCHEDULE FT-S	1.50%
RATE SCHEDULE IT-S	1.50%
RATE SCHEDULE NNTS	3.60%
RATE SCHEDULES FSS/ISS	3.24%

COMPRESSOR FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter.

FUEL PERCENTAGE TRACKING MECHANISM:

The above fuel percentages will be adjusted by filings made on October 1 and April 1 of each year prospectively on November 1 and May 1 of each year and shall be determined to reflect actual data updated for the 12-month period ended December 31 and June 30 of each year. Such adjustments shall be made through a limited Section 4 rate filing.

Effective Date: 05/02/1997 Status: Effective

FERC Docket: RP97- 57-000

**First Revised Sheet No. 15** First Revised Sheet No. 15 : Superseded  
Superseding: Original Sheet No. 15

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

MISCELLANEOUS CHARGES	\$/Dth
EXCESS CONTRACT QUANTITIES RATE	\$10.00
UNAUTHORIZED SERVICE FEE	\$10.00
CYCLING PENALTY CHARGE	\$ 0.25
EXCESS SERVICE RATE	\$ 5.00
UNAUTHORIZED GAS CHARGE	\$ 0.25
OFO (FAILURE TO COMPLY)	\$10.00

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-013

**First Revised Sheet No. 34** First Revised Sheet No. 34 : Superseded  
Superseding: Original Sheet No. 34

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

Receipt Entitlement(s) and appropriate quantities and, if applicable, Primary Receipt Points and MRO's. For new service under Rate Schedule FT, a Shipper shall indicate desired Receipt Entitlement(s), Primary Delivery Points and, if applicable, Primary Receipt Points consistent therewith in its request for service, and such entitlements, if approved, will be specified in Shipper's Service Agreement. The sum of Shipper's total Receipt Entitlements shall not exceed Contract Demand, nor shall the sum of Shipper's total Maximum Delivery Obligations exceed Contract Demand, nor shall the sum of Shipper's total Maximum Delivery Obligations exceed Contract Demand.

3. RATES:

3.1 Subject to Section 3.2 below, the rate charged for service hereunder shall consist of:

- (a) Reservation Charge: The currently effective Reservation Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Overrun Rate: The currently effective Overrun Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP94-343-004

**Original Sheet No. 35A** Original Sheet No. 35A : Superseded

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

3.3 Shipper shall provide and Transporter shall retain Compressor Fuel in-kind in the percentage (FT-S or for applicable Zone Entitlement) and in the manner

Effective Date: 05/02/1997 Status: Effective  
FERC Docket: RP97- 57-000

**Second Revised Sheet No. 39** Second Revised Sheet No. 39 : Superseded  
Superseding: First Revised Sheet No. 39

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account on any Day during the Service Month in excess of the Contract Limitations. Transporter's consent to authorized Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's EBB. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule IT, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.
- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

Effective Date: 05/02/1997 Status: Effective  
FERC Docket: RP97- 57-000

**Second Revised Sheet No. 68** Second Revised Sheet No. 68 : Superseded  
Superseding: First Revised Sheet No. 68

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

as described in Section 5.7 of the General Terms  
and Conditions.

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account on any Day during the Service Month in excess of the Maximum Contract Quantity. Transporter's consent to authorized Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's EBB. Transporter may render the requested service hereunder if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations and such quantities shall be considered authorized Overrun Gas for purposes of this Rate Schedule.
- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas so authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. TRANSPORTATION OF GAS TO AND FROM STORAGE.

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-013

**First Revised Sheet No. 126** First Revised Sheet No. 126 : Superseded

Superseding: 1st Rev Original Sheet No. 126

RATE SCHEDULE PS

POOLING SERVICE

(continued)

- (b) Pool Manager shall also assume responsibility for matching the Gas received by Transporter at entry into its system with quantities scheduled for delivery for the account of the Shipper nominating the Pool as a Receipt Point.
- (c) Pool Manager shall submit its nominations and allocation information to Transporter via its pooling schedule as provided in Section 5.3 of Transporter's General Terms and Conditions.

### 2.3 Pool Receipts and Deliveries.

- (a) Each Pool shall have access to all physical Point(s) of Receipt available to the Pool within the applicable Pooling Area. Transporter shall provide a master list of generally available Receipt Points for each Pooling Area upon request.
- (b) Subject to capacity constraints and operational conditions from time to time, a Pool Manager may receive under its Service Agreement Gas from Points of Receipt available to the Pool within a Pooling Area and aggregate and deliver said supplies into the appropriate Pool for such Pooling Area at the initial point of entry into Transporter's Transmission System.
- (c) A Pool Manager may allocate deliveries under its Service Agreement as transfers to other Pools in accordance with Section 5.3(b) of the General Terms and Conditions, subject to applicable limitations, and as receipts for other Shippers under downstream Service Agreements for physical deliveries from Transporter's system and/or deliveries to Storage Points of Injection. Subject to the availability of capacity and prevailing operating conditions on Transporter's system, Transporter shall permit

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FERC Docket: RP94-343-013

**First Revised Sheet No. 127** First Revised Sheet No. 127 : Superseded  
Superseding: Substitute Original Sheet No. 127

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

and accept nominated and scheduled outgoing Pool Transfer quantities in a manner such that Undersupplies are maintained in the outgoing Pool ("in-whole" basis). In the event of a curtailment, as provided in Section 10 of the General Terms and Conditions of this Tariff, Transporter will curtail nominated and scheduled Pool Transfers prior to curtailments of physical deliveries to Transporter.

- 2.4 Imbalances. Imbalances in a Pool are calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of such Pool. In the event of Oversupplies or Undersupplies in a given Pool, the Service Agreement under which the pooling service is rendered will have an Imbalance for each individual Pooling Area, as applicable. Monthly Imbalances for different Pooling Areas under Pool Manager's Service Agreement may be offset against one another if Pool Manager pays a fee or charge as described in Section 5.7(c)(ii)(3) of Transporter's General Terms and Conditions, and otherwise complies with the requirements of such sub-section. Pool Managers can resolve Imbalances during the Month by adjusting or revising receipts and/or allocations, subject to the availability of capacity and operational conditions. Any Imbalance remaining at the end of a Month shall be cashed-out in accordance with the provisions of Section 5.7(c)(ii) of Transporter's General Terms and Conditions.
- 2.5 Performance. Transporter shall not have any liability to a Pool Manager or any other Shipper as a result of Transporter's reliance on the performance by a Pool Manager of its obligations hereunder, and each Pool Manager shall indemnify Transporter from and against any and all losses, damages, expenses, claims, actions or proceedings threatened, incurred or initiated as a result of Transporter's reliance on such performance.
- 2.6 Creditworthiness. Pool Managers or potential Pool Managers shall be required to comply with the provisions of Section 14 of the General Terms and

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

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

3. RATES AND OTHER CHARGES:

Transporter shall not charge Pool Manager a rate for service under this Rate Schedule. Pool Manager is subject to and will be invoiced for balancing and other fees, penalties and charges (including for other services provided under other Rate Schedules) in accordance with the General Terms and Conditions of this Tariff. If, with respect to all or particular pooling activities, Transporter has declared curtailment or invoked the provisions of Section 20 of the General Terms and Conditions, and during one or more Days in the Service Month Pool Manager's pooling activities do not correspond to the quantities authorized and scheduled, then Pool Manager shall be subject to and pay a charge in an amount equivalent to the sum of the products of:

- (i) the quantities by which Pool Manager's pooling activities are greater or less than the quantities authorized and scheduled by Transporter, within each of the following ranges:

greater than 2% but less than or equal to 5%;  
greater than 5% but less than or equal to 10%; and  
greater than 10%;

multiplied by

- (ii) the applicable Excess Contract Quantities Rate for each of the above percentage ranges as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

Transporter may waive all or part of any such charges. Transporter may communicate information about curtailments, activities under Section 20, and authorized and scheduled quantities to Pool Manager via Transporter's EBB.

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**Original Sheet No. 128A** Original Sheet No. 128A : Superseded

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

4. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except as otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to pooling service rendered under this Rate Schedule and, by this reference, are made a part hereof. For purposes of the applicable General Terms and Conditions, references to Shipper shall refer to the Pool Manager.

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**First Revised Sheet No. 137** First Revised Sheet No. 137 : Superseded  
Superseding: 1st Rev Original Sheet No. 137

RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(Continued)

Transporter as an Advance Delivery and such return must occur at Receipt Point(s) agreed to by Transporter in the same Pooling Area as the Advance Delivery unless Transporter permits or requires otherwise. If Transporter accepts return of Advance Delivery Gas at a Receipt Point different than that agreed to or contemplated when Transporter billed Shipper for the delivery under the applicable transportation service, Transporter, on a subsequent invoice, may adjust Shipper's invoice for transportation service for the Service Month during which such Advance Delivery occurred to reflect any additional amounts owed as a result of the changed Receipt Point and Shipper shall pay Transporter such additional amounts.

- 2.6 Shipper must nominate any services requested hereunder (including the delivery of Advance Receipt Gas and return of Advance Delivery Gas) and service shall not be available or authorized until scheduled and/or confirmed by Transporter. Shipper's nomination must designate the applicable Point(s) of Receipt and/or Delivery and quantities applicable thereto. For the advance of Gas under Advance Delivery transactions, Shipper shall nominate, under the Service Agreement to which service under this Rate Schedule is adjunct, the Delivery Point(s) at which it desires such Gas be delivered, and in the corresponding receipt nomination, in lieu of a Receipt Point, its supply source shall be its Advance Delivery Account. For the delivery of Gas previously received under Advance Receipt transactions, Shipper shall nominate, under the Service Agreement to which service under this Rate Schedule is adjunct, the Delivery Point(s) at which it desires such Gas be delivered, and in the corresponding receipt nomination, in lieu of a Receipt Point, its supply source shall be its Advance Receipt Account; however, Shipper also shall specify the applicable Receipt Point(s) at which the prior Advance Receipt occurred. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at a later time than generally provided for in Section 5 of the General Terms and Conditions.

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FERC Docket: RP94-343-000

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

GENERAL TERMS AND CONDITIONS  
Table of Contents

Section	Description	Sheet No.
1	Definitions and Interpretive Matters	163
2	Measurement	173
3	Measurement Equipment	175
4	Quality	180
5	Receipt and Delivery Nominations, Scheduling and Conditions	183
6	Possession of Gas	222
7	Warranty of Title	222
8	Force Majeure	224
9	Liability	225
10	Assignment and Curtailment of Capacity	225
11	Service Agreement	232
12	Rates, Terms and Conditions	233
13	Filing and Other Fees	234
14	Payments	235
15	Nonwaiver of Future Default	238
16	Governmental Regulations	238
17	Marketing Affiliates	239
18	Take-or-Pay Recovery Mechanism	242
19	Capacity Release	276
20	Operational Controls	290
21	Pre-Granted Abandonment and Cessation of Service	302

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**Second Revised Sheet No. 162** Second Revised Sheet No. 162 : Superseded  
Superseding: First Revised Sheet No. 162

GENERAL TERMS AND CONDITIONS  
Table of Contents  
(continued)

Section	Description	Sheet No.
22	GISB Standards Applicable and Electronic Bulletin Board	305
23	Transition Costs Recovery Mechanism	307
24	Allocation of Capacity	316A
25	Gas Research Institute (GRI) Surcharge Adjustment	319
26	Gathering Affiliate	321
27	Compressor Fuel and Storage Fuel Percentages	321A

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**Sub Second Revised Sheet No. 163** Sub Second Revised Sheet No. 163 : Superseded

Superseding: First Revised Sheet No. 163

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETIVE MATTERS:

1.1 Definitions. The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

Accrual Period. See Section 5.7.

Additional Individual Receipt Points. See Section 5.1.

Advance Delivery. See Section 2.2(a) of Rate Schedule SBS.

Advance Receipt. See Section 2.2(b) of Rate Schedule SBS.

Base Period. See Section 27.2

British Thermal Unit or Btu shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

Buyer. See Rate Schedule USS.

Carryover Costs. See Section 23.9.

Cash Balancing Revenue Credit. See Section 5.7(c) (ii) (2)B.

Cash-Out Crediting Revenues. See Section 5.7(c) (ii) (2) (B).

Cash-Out Excess Revenues. See Section 5.7(c) (ii) (2) (B).

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**Second Revised Sheet No. 163A** Second Revised Sheet No. 163A : Superseded

Superseding: First Revised Sheet No. 163A

GENERAL TERMS AND CONDITIONS  
(continued)

Cash-Out Remaining Costs. See Section  
5.7(c) (ii) (2) (B).

Compressor Fuel shall mean Gas consumed by  
compressors and other Gas handling equipment, company  
use Gas, and Gas lost or otherwise unaccounted for.

Contract Delivery Demand. See Section 4 of Rate  
Schedule NNTS.

Contract Demand or CD shall mean the maximum MMBtu or  
quantity of Gas that Transporter shall be obligated  
to transport on a firm basis on any given Day under a  
Service Agreement on behalf of Shipper. Shipper's  
Contract Demand shall not exceed the sum of total  
MDO's, the sum of total MRO's or the sum of total  
Receipt Entitlements.

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**Sub Second Revised Sheet No. 164** Sub Second Revised Sheet No. 164 : Superseded

Superseding: First Revised Sheet No. 164

GENERAL TERMS AND CONDITIONS  
(continued)

Contract Limitations shall mean, individually or collectively, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Cubic Foot shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.73 psia.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 7:00 a.m., or such other time mutually acceptable to Transporter and Shipper.

Electronic Bulletin Board or EBB. See Section 22.

Excess Interruptible Revenues. See Section 23.9

Excess ISS Revenues. See Section 23.8.

Excess IT Revenues. See Section 23.2(b)(iv).

FERC or Commission shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

FT Cash Balancing Revenue Credit. See Section 5.7.

FT Credit Account. See Section 5.7.

FT Excess Revenue Share. See Section 23.2.

Fuel Percentages. See Section 27.2

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**First Revised Sheet No. 164A** First Revised Sheet No. 164A : Superseded  
Superseding: Original Sheet No. 164A

GENERAL TERMS AND CONDITIONS

Table of Contents

Fuel Percentages. See Section 27.2.

Gas shall mean either natural gas unmixed or any mixture of natural and artificial gas, or propane-air.

Gas Supply Realignment Costs or GSR Costs. See Section 23.2.

Gas Trading Period. See Section 5.7(c) (ii) (4).

Gas Trading Program. See Section 5.7(c) (ii) (4).

GISB Standards shall mean those standards relating to business practices and electronic communications promulgated by the Gas Industry Standards Board ("GISB"), as adopted and codified by the Commission in its regulations.

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**Third Revised Sheet No. 165** Third Revised Sheet No. 165 : Superseded  
Superseding: Second Revised Sheet No. 165

GENERAL TERMS AND CONDITIONS  
(continued)

Gross Heating Value shall mean the number of British Thermal Units produced by the combustion at constant pressure of the amount of dry Gas which would occupy a volume of one cubic foot at a temperature of sixty degrees (60°) Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state.

Imbalance shall mean the difference in the MMBtu or quantity of Gas which Shipper receives at the Point(s) of Delivery and the MMBtu or quantity of Gas which Transporter receives for the account of Shipper at the Point(s) of Receipt (exclusive of the quantity received as Storage Fuel, if any, and Compressor Fuel) at any time or during any given period under a Service Agreement.

Index Price shall mean the arithmetic average of the daily prices quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the last two weeks of the Month and for the Pooling Area or geographic area most proximate thereto (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, the Index Price shall be derived in the same manner, using the weekly spot prices quoted in Inside FERC's Gas Marketing Report.

Injection Period. See Section 7 of Rate Schedule FSS.

Interruptible Maximum Daily Injection Quantity. See Section 6 of Rate Schedule ISS.

Interruptible Maximum Daily Withdrawal Quantity. See Section 6 of Rate Schedule ISS.

Interruptible Maximum Storage Quantity. See Section 6 of Rate Schedule ISS.

Interruptible Working Gas Quantity. See Section 6 of Rate Schedule ISS.

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**Third Revised Sheet No. 165A** Third Revised Sheet No. 165A : Superseded  
Superseding: Second Revised Sheet No. 165A

GENERAL TERMS AND CONDITIONS  
(continued)

Interruptible Working Gas Quantity. See Section 6 of Rate Schedule ISS.

Intraday Nomination shall mean a prospective nomination submitted after the nomination deadline with an effective time no earlier than four (4) hours after the submission of the Intraday Nomination, if such nomination is for the same Day, or if such nomination is for the next Day, an effective time of the beginning of such Day. An Intraday Nomination must end at the end of the Day for which the nomination is submitted.

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**Second Revised Sheet No. 167** Second Revised Sheet No. 167 : Superseded  
Superseding: First Revised Sheet No. 167

GENERAL TERMS AND CONDITIONS  
(continued)

Maximum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

Maximum Receipt Obligation or MRO shall mean the maximum MMBtu or quantity of Gas, exclusive of quantities provided as Storage Fuel, if any, and Compressor Fuel, which Transporter is obligated to receive from a Shipper on any given Day at any Point of Receipt under a Service Agreement on a firm basis, when applicable.

Maximum Storage Capacity. See Section 4 of Rate Schedule NNTS.

Maximum Storage Quantity. See Section 7 of Rate Schedule FSS.

Mcf shall mean 1,000 cubic feet of Gas.

Minimum Daily Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

MMBtu shall mean the quantity of heat energy equivalent to 1,000,000 Btu.

Month shall mean the period beginning 7:00 a.m. (or other mutually acceptable time) on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

Monthly Imbalance shall mean the Imbalance existing at the conclusion of any Service Month under a Service Agreement.

Negotiated Rate. See Section 12.3.

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**First Revised Sheet No. 167A** First Revised Sheet No. 167A : Superseded

Superseding: Substitute Original Sheet No. 167A

GENERAL TERMS AND CONDITIONS

(continued)

Neutral Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located in Pittsburg, Latimer, Haskell, and Pushmataha Counties in Oklahoma and Lines O-West, OT-12, and OT-16.

NorAm EDGE. See Section 22.

North Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points east of

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GENERAL TERMS AND CONDITIONS  
(continued)

the eastern terminus of the Neutral Pooling Area and north of Line AC.

Order No. 636 Open Season shall mean the periods during which Transporter received requests for allocating capacity for new services to be provided under this Tariff. For Rate Schedules NNTS and FSS, the Open Season was held between 7:00 a.m. March 3, 1993, and the close of business March 16, 1993.

Operating Plan. See Section 20.

Operating Range shall mean the authorized percentage variance of two percent (2%) between the total MMBtu or quantity of Gas delivered by Shipper at the Point(s) of Receipt, less the sum of Storage Fuel, if any, and Compressor Fuel, and the total MMBtu or quantity of Gas received by Shipper at the Point(s) of Delivery at any given time under a Service Agreement.

Operational Alerts. See Section 20.

Operational Flow Orders. See Section 20.

Operator shall mean the person or entity that is responsible for operating facilities immediately upstream of Transporter's system.

Oversupplies shall mean an Imbalance existing at any given time consisting of an excess in the quantities which Shipper provided to Transporter at Receipt Points, including Storage Points of Withdrawal, over the quantities received by Shipper at Point(s) of Delivery.

Overrun Gas. See Section 5.3 of Rate Schedules FT and IT.

Point(s) of Delivery or Delivery Point(s) shall mean the point(s) specified in a Service Agreement at which Shipper may request Transporter to tender for delivery Gas for its account including, but not limited to, Storage Points of Injection and, under

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**Third Revised Sheet No. 169** Third Revised Sheet No. 169 : Superseded  
Superseding: Second Revised Sheet No. 169

GENERAL TERMS AND CONDITIONS  
(continued)

Rate Schedule PS subject to applicable limitations, Pools.

Point(s) of Receipt or Receipt Point(s) shall mean the point(s) (e.g., wellhead, central point in the field, Storage Points of Withdrawal, pipeline interconnections, or, subject to applicable limitations, Pools) specified in a Service Agreement where Shipper shall tender Gas for service.

Pool or Pooling shall mean an aggregation of Gas quantities from Points of Receipt on Transporter's system in accordance with Rate Schedule PS.

Pool Manager shall mean any Shipper that utilizes the pooling and supply aggregation service described in Rate Schedule PS hereof under a valid Service Agreement.

Pool Transfer shall mean the daily delivery allocation of a quantity of Gas out of one Pool into another. A Pool Transfer shall be made on a prospective basis pursuant to valid advance nominations and shall constitute a delivery on Transporter's system for Imbalance purposes.

Predetermined Allocation Agreement. See Section 5.2.

Price Differential GSR Costs. See Section 23.2.

Primary Point(s) of Delivery or Primary Delivery Point(s). See Section 5.4.

Primary Point(s) or Receipt or Primary Receipt Points. See Section 5.1.

Quick Response shall mean an electronic message provided by Transporter to advise Shipper of whether its electronic nomination met Transporter's requirements and was correctly communicated, or to advise Shipper of errors in its nomination.

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**Second Revised Sheet No. 169A** Second Revised Sheet No. 169A : Superseded  
Superseding: Sub First Revised Sheet No. 169A

GENERAL TERMS AND CONDITIONS  
(continued)

Recourse Rate. See Section 12.3.

Recovery Period. See Section 27.2.

Remaining Interruptible Revenues. See Section 23.9.

Sales Agreement. See Rate Schedule USS.

Second Maximum Delivery Quantity or Secondary MDOQ.  
See Section 5.4.

Secondary Maximum Receipt Quantity or Secondary MRQ.  
See Section 5.1.

Secondary Point(s) of Delivery. See Section 5.4.

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

GENERAL TERMS AND CONDITIONS  
(continued)

Secondary Points of Receipt. See Section 5.1.

Seller. See Rate Schedule USS.

Service Agreement shall mean the agreement, including any amendments, attachments and/or exhibits thereto, between Shipper and Transporter, pursuant to which Shipper receives Transportation service.

Service Month shall mean all or any part of a Month during which Shipper receives service under a Service Agreement.

Shipper shall mean the party, acting either directly or through an agent or designee, for whose account service is provided by Transporter under this Tariff.

Short-Term Firm Revenues. See Section 23.2(b)(iv).

South Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto located east of the eastern terminus of the Neutral Pooling Area and south of, and including, Line AC.

Small Customer. For purposes of Rate Schedule USS, see Section 4 thereof. For purposes of Rate Schedule FT, see Section 3.2 thereof. For purposes of Rate Schedule NNTS, see Section 5.2 thereof.

Storage Contract Year. See Section 7 of Rate Schedule FSS.

Storage Fuel shall mean Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, related to the provision of storage services and the use of storage facilities on Transporter's system.

Storage Overrun Service. See Section 5.3 of Rate Schedules FSS and ISS.

Storage Points of Injection. See Section 7 of Rate Schedule FSS.

Storage Points of Withdrawal. See Section 7 of Rate Schedule FSS.

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**Second Revised Sheet No. 172** Second Revised Sheet No. 172 : Superseded  
Superseding: First Revised Sheet No. 172

GENERAL TERMS AND CONDITIONS  
(continued)

Year shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days during any year having a date of February 29, commencing at 9:00 a.m. Central Clock Time (or other mutually acceptable time) and ending at the same hour on the same date of the following calendar year.

Pooling Area shall mean an area containing a group of Receipt Points located in a defined portion of Transporter's system in which Pools may be established, and in which a Shipper may have a Receipt Entitlement or nominate receipts. The Pooling Areas established on Transporter's system are shown on the map at Sheet No. 3 of this Tariff and are listed as follows: West Pooling Area 1, West Pooling Area 2, Neutral Pooling Area, North Pooling Area and South Pooling Area.

1.2 Interpretive Matters.

- (a) All references to time herein shall be to Central Clock Time.
- (b) Unless otherwise specifically indicated, any reference to Shipper shall include any agent or designee thereof.
- (c) Unless otherwise indicated, the use in this Tariff of the non-capitalized term "transportation" shall not include those contract storage services rendered pursuant to Rate Schedules FSS and ISS of this Tariff. Unless otherwise specifically indicated, non-capitalized references to the words "transport," "transports" and "transported" shall include the receipt, transportation and tendering for delivery of Gas.

GENERAL TERMS AND CONDITIONS  
(continued)

- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.
- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- (f) For definitions to Take-or-Pay Recovery Mechanism, see Section 18.1.
- (g) Unless otherwise indicated and where appropriate, references to Compressor Fuel throughout this Tariff shall be deemed to include Storage Fuel.

2. MEASUREMENT:

- 2.1 Unit of Volume. The unit of volume shall be one Mcf of Gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.73 psia, and all volumes shall be converted from actual conditions to these standard bases in accordance with the Ideal Gas Laws, corrected by Transporter for supercompressibility in accordance with the American Gas Association ("AGA") Report No. 8, as amended from time to time, unless otherwise agreed.
- 2.2 Conversion to MMBtu. Conversion to MMBtu shall be made by multiplying the volume as otherwise determined hereunder by a fraction the denominator of which is 1,000 and the numerator of which is the Gross Heating Value of the Gas per cubic foot in British Thermal Units.
- 2.3 Quantity and Heating Value Determination. The quantity and heating value of Gas received and delivered pursuant to a Service Agreement under the

GENERAL TERMS AND CONDITIONS  
(continued)

Report No. 3 ANSI/API 2530, as amended from time to time, unless otherwise agreed.

- (e) The Gross Heating Value shall be determined by using a suitably located and reasonably acceptable calorimeter or calculation from fractional analysis by an acceptable chromatograph, according to the methods outlined in the AGA Measurement Committee Report No. 5, as amended from time to time, unless otherwise agreed. The Gross Heating Value so determined shall be corrected from the conditions of testing to that of the actual condition of the Gas as delivered (including the conversion from saturated to dry conditions) expressed in Btu per cubic foot and reported at a pressure base of 14.73 psia; provided, however, if the Gas as delivered contains seven (7) pounds of water or less per one million (1,000,000) cubic feet, such Gas shall be assumed to have zero (0) pounds of water per one million (1,000,000) cubic feet (dry Gas).

- 2.4 Examination of Records. Upon request, the measuring party shall make its measurement charts and records available to the other party for examination, the same to be returned within twenty (20) Days; provided, however, that the measuring party shall not be required to provide any such records or charts more often than once in any three (3) month period. Transporter's charts and records for a given Service Month shall be conclusively presumed correct if no written objection thereto is served on Transporter within twelve (12) Months following the given Service Month. Records will be retained for a period of two Years.

3. MEASUREMENT EQUIPMENT:

- 3.1 Installation and Operation of Measuring Facilities. Transporter shall have the right to install, own, operate, modify and maintain measuring facilities used for purposes of measuring the Gas received and delivered by Transporter at any Point of Receipt or Delivery. All other measuring facilities installed

GENERAL TERMS AND CONDITIONS  
(continued)

of charts, shall be done only by the primary measuring party or its representative and in accordance with good engineering practice as often as found necessary in operation. The non-measuring party shall have access to the primary measuring party's equipment at any reasonable time. Subject to the limitations of Section 3.4, upon the non-measuring party's request, the measuring party shall promptly verify the accuracy of any particular meter or other equipment, the cost of such special test, or any other test or adjustment requested by the non-measuring party and agreed to by the measuring party, to be borne by the non-measuring party, unless the percentage of inaccuracy exceeds two percent (2%). If upon any test the total inaccuracy from meter or auxiliary equipment error exceeds two percent (2%), previous readings shall be corrected but not beyond the close of the preceding Month. If the total inaccuracy is not more than two percent (2%), previous readings shall be considered correct, but immediately following the test the equipment shall be adjusted, if necessary, to read accurately. If any meter or auxiliary equipment is out of service or repair or registering inaccurately for a period of time so that the amount of Gas cannot be computed from the reading thereof, the Gas delivered during such period shall be estimated on the basis of the first of the following methods feasible in Transporter's reasonable judgment: (a) correct the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; (b) use the registration of any check equipment installed and accurately registering; or (c) estimate the volume on the basis of deliveries during preceding or subsequent periods under similar conditions when the equipment was registering accurately.

- 3.6 Title in Facility. Title to all facilities and equipment placed by Transporter on Shipper's (including its designees) premises or on premises of others pursuant to rights or licenses held by Shipper shall remain in Transporter, with the unqualified right of removal, and no charge shall be made for use of the premises occupied by same. Shipper shall ensure that Transporter has reasonable access to all

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Superseding: Original Sheet No. 190

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology. Except as otherwise provided in this Tariff, and subject to Section 5.2(e) of these General Terms and Conditions, Shipper shall furnish receipt nominations to Transporter for all quantities of Gas Shipper desires Transporter to receive, including applicable Compressor Fuel retentions. All nominations shall be prospective only. Transporter may rely on such receipt nominations for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section. At a particular physical Receipt Point, unless Shipper or its designee specifies otherwise, receipt allocations shall be pro rata, based on the ratio of each individual quantity nominated under a Service Agreement to the total quantity nominated at such Receipt Point unless Transporter agrees otherwise with an Operator of a physical interconnect on the Transmission System. Such Operators shall execute a Predetermined Allocation Agreement in the form beginning at Sheet No. 348 of this Tariff. The physical interconnects on the Transmission System which are eligible for such allocation agreements will be specified on Transporter's EBB. However, if a Shipper names one or more Pools as Receipt Points under its Service Agreement, its receipt nominations shall consist of a designation by the Shipper itself as to the total amount of Gas it desires Transporter to receive for its account from Pools and the Pools from which such Gas will be tendered, including individual quantities from each Pool, and the other information required by Transporter related to such Shipper's receipt nomination pursuant to Section 5.3 below. All other receipt nominations shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to receive at a particular Point of Receipt, the sources of such Gas, the quantity from each source and the first Service Agreements, including those in which Shippers are Pool Managers, to which such Gas will be assigned. In the event that a Shipper furnishes receipt nominations for any Day for receipts from Storage Points of Withdrawal, as well as from physical Receipt Points or

GENERAL TERMS AND CONDITIONS  
(continued)

Pools under Rate Schedules FT or IT for transportation not related to storage, and Shipper fails to take delivery of adequate quantities of Gas to utilize its total receipt nominations for such Day, Transporter will allocate quantities received in a manner such that nominations for receipts from physical Receipt Points and Pools are fully utilized first, with any remaining quantities allocated to satisfy the nominations for receipts from Storage Points of Withdrawal.

(a) Receipt Nominations:

- (i) Initial Nominations. Shipper shall furnish, in a form acceptable to Transporter, daily receipt nominations each Month between 8:00 a.m. on the fifteenth (15th) Day of the Month (if the fifteenth is not a business day, then the next following business day) and 10:00 a.m. on the fourth (4th) business day prior to the end of such Month, for all quantities of Gas it desires Transporter to receive during the next following Service Month, including quantities for Compressor and Storage Fuel. Unless revised pursuant to (ii) below, Transporter, for confirmation purposes, shall deem Shipper's nomination for each Day, if confirmed, of the Service Month to be that provided in said initial nomination. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive and recognize receipt nominations received outside of said period.
- (ii) Revised Nominations. Shipper shall be allowed to request prospective revisions to the nominations submitted in accordance with (i) above by submitting revised receipt nominations and Transporter shall use reasonable efforts, subject to operational conditions, to implement revisions to such nominations so long as any such requested revisions to nominations

GENERAL TERMS AND CONDITIONS  
(continued)

Such nominations shall replace the applicable original nominations in their entirety. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadlines provided above.

- (iii) Intraday Nominations: Unless Transporter agrees otherwise, Shipper shall be allowed to submit only one (1) Intraday Nomination for or during a specific Day. Each element of the nomination process, as applicable, excluding the timelines but including Quick Response, shall be applicable to Intraday Nominations. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow or changes to Receipt Points. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted with less than four (4) hours prior notice. The notice requirements of this Section 5.2(a)(iii) shall not apply to a Shipper under Rate Schedule NNTS when an Intraday Nomination is required due to a directive by Transporter to Shipper.
- (b) Required Information: Each receipt nomination, revision thereto, or Intraday Nomination shall be submitted in a form acceptable to Transporter (Shipper may initiate a requested revision or

GENERAL TERMS AND CONDITIONS  
(continued)

- (c) Limitations: Receipt nominations shall equal the quantity of Gas to be tendered for receipt by Transporter and shall be no greater than the daily Gas production capability or capacity at such Point of Receipt. Best efforts shall be used to avoid tenders to Transporter which differ or deviate from the corresponding receipt nomination or revision thereto. Shipper shall keep Transporter advised of any material deviations in actual deliveries to Transporter from the quantities confirmed for receipt by Transporter. Gas received by Transporter at any given Point of Receipt without a valid receipt nomination(s) or in a manner inconsistent with a valid receipt nomination(s) (i.e., quantities deviate from valid nomination(s)) shall be subject to the provisions of Section 5.8 below (and Shippers, including Pool Managers, may be assessed applicable charges) and may be suspended or, if accepted, allocated as provided above. Transporter shall notify Shippers and Operators (including Pool Managers) if Transporter has identified discrepancies between the receipt nominations submitted by such Operator and the source of supply and/or receipt nomination information submitted by the Shipper. If Shipper and Operator do not resolve any such discrepancy by submission of a revised nomination by Operator in accordance with the procedures specified above, Transporter shall rely on Operator's original receipt nomination; provided, however, Transporter shall invalidate any receipt nomination or revision thereto submitted by an agent or designee for the account of Transporter or a Shipper if Transporter or such Shipper provides written documentation of a zero (0) purchase nomination or revision thereto or a valid zero (0) receipt nomination or revision thereto for a given Point of Receipt. Such invalidation by Transporter shall be on a prospective basis only. Operator(s) and/or Pool Manager(s), as applicable, as Shipper's agent or designee, shall notify Shipper contemporaneously of nominations made for Shipper's account or

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**First Revised Sheet No. 194** First Revised Sheet No. 194 : Superseded

Superseding: Original Sheet NO. 194

GENERAL TERMS AND CONDITIONS  
(continued)

revisions thereto and shall provide written documentation to Transporter of such notification; provided, however, that Transporter shall have no responsibility or liability for such agent or designee's failure to provide any such notification.

- (d) Confirmation: By the second (2nd) business day of each Service Month, Transporter will notify the nominating party of all confirmed and rejected initial receipt nominations submitted on Shipper's behalf for said Month. If a receipt nomination is rejected pursuant to this Section 5.2, Shipper shall resubmit such receipt nominations on a prospective basis in a conforming manner. Thereafter, Transporter will notify parties of confirmations and rejections resulting from revised nominations as is necessary. Transporter shall have no obligation to confirm nominations which are not properly submitted or do not have consistent and verifiable corresponding delivery nominations (except for Rate Schedule NNTS). In situations where Transporter cannot confirm all receipt nominations submitted, either systemwide, in a particular Pooling Area or on a particular segment of its system due to capacity or operational constraints, Transporter will confirm nominations in a manner that tends to alleviate the operational or capacity constraints and maximizes total throughput on Transporter's system, utilizing the priorities set forth below, subject to other terms and conditions of this Tariff.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS and FT, consistent with applicable Contract Limitations, in the following order:

- (1) Primary Receipt Points;

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**First Revised Sheet No. 195** First Revised Sheet No. 195 : Superseded

Superseding: Original Sheet No. 195

GENERAL TERMS AND CONDITIONS  
(continued)

- (2) Secondary Receipt Points within the Pooling Area of Shipper's Primary Receipt Point;
  - (3) Additional Individual Receipt Points; and
  - (4) Pools.
- (ii) If, following the confirmation of the foregoing nominations, sufficient capacity remains to confirm other receipt nominations, priority shall be given among receipt nominations at specific physical Receipt Points or from Pools in the following order: (1) From Shippers under Rate Schedule FT which have nominated to utilize Out-of- Pooling Area Receipt Points, as described in Section 5.1(a)(i)(6) of these General Terms and Conditions for quantities of Gas up to applicable Contract Limitations; and (2) From Shippers under Rate Schedule FT for Overrun Gas and from Shippers which have corresponding deliveries to interruptible Service Agreements. Within each of the two categories established by this Section 5.2(d)(ii), priority shall be given based on economic value as provided in Section 5.5(f) below.
- (iii) In the event that insufficient capacity exists to confirm all of the receipt nominations in any of the foregoing categories with equal priority as provided in (i) or in (ii) above, Transporter shall allocate capacity in such priority on a pro rata basis, based on nominations.
- (e) Shipper's Designee: Shipper agrees that its designee for submitting receipt nominations and revisions thereto in accordance with this Section 5.2 shall be the Operator of each Point of Receipt. With respect to a Shipper utilizing one or more Pools as Receipt Points, pursuant to

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**First Revised Sheet No. 196** First Revised Sheet No. 196 : Superseded  
Superseding: Original Sheet No. 196

GENERAL TERMS AND CONDITIONS  
(continued)

on its behalf in providing nominations by providing Transporter with written documentation of such agency agreement in a form acceptable to Transporter. Transporter may rely on the receipt nominations and revisions provided by such authorized party pursuant to this Section 5.2 for all Gas received for transportation or purchase by Transporter at each Point of Receipt for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section.

5.3 Pool Schedules. Pool Managers shall provide an initial schedule of nominations and allocation information each Month for all transactions under its pooling Service Agreement for each Pool for the next following Service Month on or before 10:00 a.m. on the fourth (4th) business day prior to the end of the Month. Such schedule (and any revisions thereto) shall be in a form acceptable to Transporter and contain delivery nominations (in lieu of delivery nominations in the Section 5.5 format) for quantities being directed out of its Pool, including allocation information regarding same, as well as, with respect to incoming Pool Transfers, receipt information as applicable.

- (a) Pool Delivery Allocation: The schedule shall contain a prioritization of all delivery allocations to Service Agreements, and the quantities associated with each, out of its Pool.
- (b) Pool Transfers: A Pool Manager may nominate and allocate deliveries from one Pool to another Pool within the same Pooling Area in any Service Month (i.e., outgoing Pool Transfer); provided that the Pool Manager may nominate and allocate quantities to no more than three (3) outgoing Pool Transfers for all of the Pool Manager's Pools in a particular Pooling Area in any Service Month. Pool Transfers outside a Pooling Area shall not be permitted, except that a Pool Manager with a Pool in the Neutral Pooling Area

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Superseding: Original Sheet No. 196A

GENERAL TERMS AND CONDITIONS  
(continued)

for all of the Pool Manager's Pools in a particular Pooling Area in any Service Month. Pool Transfers outside a Pooling Area shall not be permitted, except that a Pool Manager with a Pool in the Neutral Pooling Area

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**First Revised Sheet No. 197** First Revised Sheet No. 197 : Superseded  
Superseding: Original Sheet No. 197

GENERAL TERMS AND CONDITIONS  
(continued)

the Pool Manager's initial schedules shall notify Transporter of same. If the nominations relating to Pool Transfers contained in such schedules submitted by the Pool Managers involved are inconsistent, such nominations may be rejected or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable schedules.

- (c) Revisions: Transporter may rely on Pool Managers' schedules and Operators' nominations for all purposes in scheduling and delivering Shipper's nominated deliveries and estimating Pool Imbalances from time to time. All changes to such schedules during the Service Month shall be in accordance with the provisions of Section 5.2.
- (d) Limitations. Subject to the conditions and pursuant to the procedures specified in Section 20 below, Transporter may adjust or prohibit Pool Transfers, in whole or in part, or impose other limitations on Pools, as may be necessary, on a prospective basis.

5.4 Point(s) of Delivery.

- (a) Options:
  - (i) Subject to the terms and conditions of this Tariff, and except as otherwise specified in Rate Schedules FT and NNTS, firm Shippers shall have the Delivery Point options described in this subsection (a)(i) in accordance with the following provisions:
    - (1) Primary Delivery Point(s): A Shipper under Rate Schedules FT shall request point(s) under its Service Agreement as its Primary Delivery Point(s) and shall request a Maximum Delivery Obligation

GENERAL TERMS AND CONDITIONS  
(continued)

deletions, substitutions or additions of Primary Delivery Point(s) within thirty (30) days of Transporter's receipt of such request from Shipper. A Shipper receiving discounted service shall not be entitled to received discounted rates for deliveries at substituted or changed Primary Delivery Points, unless Transporter and Shipper expressly agree.

(b) Pressure. Transporter shall tender for delivery and Shipper shall receive the Gas at whatever working pressures are maintained in Transporter's system at the Point(s) of Delivery from time to time. In no event, however, shall Transporter be obligated to tender for delivery or shall Shipper receive Gas at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure specified, if any, in the Service Agreement.

(c) Constant Rates. Transporter shall tender and Shipper shall receive Gas transported hereunder at rates as constant as operationally feasible and consistent with the corresponding delivery nominations throughout each Day and throughout each Service Month, provided however, said constant rate obligation shall not be interpreted to limit the Shipper's exercise of its on-demand no-notice rights under Rate Schedule NNTS.

5.5 Delivery Nominations and Scheduling. All Shippers (except Shippers under Rate Schedule NNTS) desiring service shall furnish delivery nominations for the quantities of Gas each Shipper desires to have scheduled for delivery by Transporter. Delivery nominations shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to tender at a particular Point of Delivery under its Service Agreement for any given Day, the individual Point(s) of Receipt or Pool(s) and corresponding suppliers from which such Gas will originate, and the quantity from each such source. In the event that a

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**First Revised Sheet No. 202** First Revised Sheet No. 202 : Superseded  
Superseding: Original Sheet No. 202

GENERAL TERMS AND CONDITIONS  
(continued)

Shipper furnishes delivery nominations for any Day for physical deliveries in accordance with Rate Schedules FT or IT as well as deliveries to Storage Points of Injection for service under Rate Schedules FSS or ISS, and Shipper or its designee fails to provide adequate quantities of Gas to satisfy its total delivery nominations, including Compressor Fuel, for such Day, Transporter will allocate quantities received in a manner such that nominations for physical deliveries are fully satisfied first, with any remaining quantities allocated to satisfy the nominations for deliveries at Storage Points of Injection, unless Shipper and Transporter agree to another allocation method in the Service Agreement. Transporter will provide such notification as may be reasonable in the circumstances when the foregoing allocation has occurred. If the delivery nominations submitted by Shipper under this Section 5.5 and those furnished by applicable Pool Managers under Section 5.3 are inconsistent, such nominations may be rejected by Transporter or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nomination and schedule. Subject to the requirements of Section 10, all delivery nominations shall be prospective only and may be used by Transporter for all purposes in the scheduling and operation of Transporter's system as described in this section, and Transporter shall not be responsible or liable for taking action in reliance on such nominations and as described herein.

(a) Delivery Nominations:

- (i) Initial Nominations. Shipper shall furnish, in a form acceptable to Transporter, daily delivery nominations each Month between 8:00 a.m. on the fifteenth (15th) Day of the Month (if the fifteenth is not a business day, then the next following business day) and 10:00 a.m. on the fourth (4th) business day prior to the end of such Month, for all quantities of Gas it desires Transporter to schedule

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**First Revised Sheet No. 203** First Revised Sheet No. 203 : Superseded

Superseding: Original Sheet No. 203

GENERAL TERMS AND CONDITIONS  
(continued)

for delivery during the next following Service Month. Unless revised pursuant to (ii) below, once accepted, Transporter shall deem Shipper's nomination for each Day of the Service Month to be that specified in said initial nomination. A Shipper receiving service under both Rate Schedules FT and NNTS shall notify Transporter, in its initial nomination only, of the method for allocating deliveries in excess of said FT nominated and scheduled quantities among Rate Schedules FT and NNTS. Such allocations above nominated and scheduled quantities shall be subject to all other terms of these General Terms and Conditions. In absence of such allocation, Transporter shall use the provisions outlined in Section 5.6 of these General Terms and Conditions. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule nominations received outside of said period.

- (ii) Revised Nominations: Shipper shall be allowed to request prospective revisions to the nominations submitted in accordance with (i) above by submitting revised delivery nominations and Transporter shall use reasonable efforts, subject to operational conditions, to implement revisions to such nominations so long as any such requested revisions to nominations are received prior to 10:00 a.m. if proposed to be effective for the following business day; provided, however, that revisions to nominations at Secondary Delivery Points which are increases from the initial scheduled quantity shall only be permitted if operationally feasible and if such revisions do not result in the interruption of any other Shipper

GENERAL TERMS AND CONDITIONS  
(continued)

Such nominations shall replace the applicable original nominations in their entirety. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadlines provided above.

- (iii) Intraday Nominations: Unless Transporter agrees otherwise, Shipper shall be allowed to submit only one (1) Intraday Nomination for or during a specific Day. Each element of the nomination process, as applicable, excluding the timelines but including Quick Response, shall be applicable to Intraday Nominations. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow or changes to Delivery Points. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted with less than four (4) hours prior notice.
- (b) Required Information: Each delivery nomination, revision thereto or Intraday Nomination shall be submitted in a form acceptable to Transporter (Shipper may initiate a requested revision or Intraday

GENERAL TERMS AND CONDITIONS  
(continued)

Nomination by telephone, but Transporter shall not have any obligation to effect any such request until confirmed electronically or in writing.) Each nomination shall contain all data elements required by GISB Standards, including, but not limited to, the following information:

- (i) Nominating Party;
- (ii) Shipper's name;
- (iii) Point of Delivery;
- (iv) Begin and end dates (if Intraday Nomination for the same Day, begin time must also be supplied). If an end date is not specified for original and revised nominations, the end date shall be deemed the last Day of the Month being nominated.
- (v) Prioritized supply sources and quantities for each;
- (vi) Rate Schedule;
- (vii) Delivery Point Priority (Primary or Secondary);
- (viii) Level of discount requested;
- (ix) Daily Dth quantities by Delivery Point;
- (x) Storage account designation, if applicable; and
- (xi) Downstream identification and contract numbers.

Additionally, Shippers submitting paper nominations shall designate the nomination contact person thereon. Shipper shall provide a separate delivery nomination for each request for correction of Imbalances incurred within the Service Month (which request shall also constitute a receipt nomination for purposes of Imbalance correction allocation), each Delivery Point priority, each storage account, each Rate Schedule, each supply source and each Point of Delivery as and when applicable. Subject to Section 5.5(e) below, should Shipper fail to prioritize supply sources and quantities for any Point of Delivery, Transporter shall consider quantities nominated at such Point of

GENERAL TERMS AND CONDITIONS  
(continued)

Delivery to be allotted among all suppliers at such point on a pro rata basis based on the quantity nominated from each supplier. Transporter may thereafter require the submission of other information as is reasonably necessary to complete the processing of the nominations. Overrun quantities should be requested on a separate transaction. Nominations not properly completed or submitted may be rejected or, to the extent possible, partially scheduled by Transporter.

- (c) Limitation: In each Month, each Shipper's maximum nomination shall not exceed, without Transporter's consent, Shipper's Maximum Contract Quantity, Contract Limitations, Maximum Injection and Deliverability Quantities, and Interruptible Maximum Daily Injection and Interruptible Maximum Daily Withdrawal Quantities, as applicable. Shipper shall use its best efforts to avoid receiving quantities of Gas which differ or deviate from the quantities of Gas scheduled or nominated by Shipper for delivery, and shall keep Transporter advised of any material deviations in the actual quantities delivered from the quantities scheduled. In the event there is a discrepancy between the amount nominated by Shipper at a Delivery Point and the amount the entity which controls the facilities immediately downstream of the Delivery Point will confirm, Transporter will deem the lesser of the two quantities to control.
- (d) Scheduling: Transporter will initiate confirmation of a delivery nomination from the entity which controls the facilities immediately downstream of the Delivery Point, but may relieve such entity of the obligation to send the confirmation. If Transporter does not relieve such entity of its obligation to provide seek confirmation such entity shall provide confirmation in accordance with the specified deadline.

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**First Revised Sheet No. 206** First Revised Sheet No. 206 : Superseded

Superseding: Original Sheet No. 206

GENERAL TERMS AND CONDITIONS  
(continued)

Nominations for which capacity is not available will be treated as withdrawn.

- (e) Billing: If the quantities nominated and confirmed at Receipt Point(s) for receipt and transportation to a Delivery Point exceed the quantities actually taken by Shipper at such Delivery Point, Transporter, for billing purposes, shall deem the quantities delivered as having been transported from the Receipt Point(s) which result in the highest rate(s).
- (f) Priorities: It is recognized that Transporter may not have sufficient capacity either systemwide or on a particular segment of its system to provide all service for which nominations have been received under this Section 5.5.
  - (i) Service under a firm Service Agreement on any Day shall be scheduled, consistent with applicable Contract Limitations, as follows:
    - (1) for firm transportation requested at a given Point of Delivery, the highest priority will be afforded Shippers under Rate Schedule NNTS which have designated such point in their Service Agreement and Shippers under Rate Schedule FT which have designated in their Service Agreement such point as a Primary Point of Delivery; and
    - (2) the next highest priority will be afforded to Shippers which have designated such point as a Secondary Delivery Point. In the event sufficient capacity does not exist to schedule all nominations submitted qualifying for this priority category, capacity will be allocated on a pro rata basis based on each Shipper's nomination.

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

GENERAL TERMS AND CONDITIONS  
(continued)

subject to interruption at such Delivery Point at any time during the Service Month by any Shipper under a Service Agreement pursuant to Rate Schedule FT which designates or has designated such point a Primary Delivery Point under its Service Agreement, up to such Shipper's effective MDO.

- (2) Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time during the Service Month by any Shipper under a Service Agreement pursuant to Rate Schedules FT, NNTS or FSS, as applicable, and Shippers under the scheduling priority described in Section 5.5(f)(ii) and (iii) are further subject to interruption by any Shipper under a Service Agreement pursuant to Rate Schedules IT or ISS, as applicable, that agrees to pay Transporter a rate of greater economic value to Transporter as provided in Section 5.5(f)(ii) above, than the existing Shipper is paying or has agreed to pay for service under its Service Agreement. In order to avoid interruption based on rate pursuant to the foregoing provisions, a Shipper may agree to pay the maximum rate to retain service or, if Shipper so elects, Transporter will notify Shipper of the higher offer (by telephone or telecopy) and to retain service the Shipper who receives interruptible service at selectively discounted rates must notify Transporter of its agreement to pay a rate equal to that being offered by such other Shipper and such notice must be received by Transporter (by

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**Original Sheet No. 208A** Original Sheet No. 208A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

Shipper and such notice must be received by Transporter (by telephone, telecopy or electronically) by 2:00 p.m. of such Day.

GENERAL TERMS AND CONDITIONS  
(continued)

telephone or telecopy) by 2:00 p.m. of such Day.

- (v) If, as a result of a revised nomination pursuant to Section 5.5(a)(ii), scheduled service to a Shipper under this Section 5.5(f)(i) and (ii) of lower priority must be interrupted in whole or in part, Transporter shall provide notice of the need for such interruption to the Shipper as promptly as possible but no later than the end of the business day on which the revised nomination is received by Transporter; such interruption shall occur no earlier than the start of the next Day unless the capacity is required to provide service under Rate Schedule NNTS.

5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each Day's deliveries of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order:
  - (i) Deliveries under Service Agreements pursuant to Rate Schedule FT up to the amount scheduled and received by Transporter within MDO;
  - (ii) Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
  - (iii) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
  - (iv) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule FT;

GENERAL TERMS AND CONDITIONS  
(continued)

- (v) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule IT;
- (vi) Deliveries during the Service Month under Service Agreements to eliminate Imbalances resulting from compliance with Section 20 incurred within such Service Month; and
- (vii) Deliveries during the Service Month under Service Agreements to eliminate any other Imbalances incurred within such Service Month.

If Transporter makes prior period adjustments or reallocations of quantities previously allocated, Transporter shall not assess penalties on Shipper as a result thereof, provided such adjustments were not the result of actions of such Shipper or its designee.

- (b) If more than one Shipper designates and nominates Gas at one Delivery Point, Transporter shall allocate quantities delivered at such point in accordance with the scheduled delivery nominations. Unless Transporter otherwise agrees, any quantities taken at the Delivery Point in excess of those scheduled for delivery, shall be allocated (i) pro rata among the Shippers based on nominated quantities, (ii) if no quantities were nominated, to the Service Agreement(s) designated by the entity which controls the facilities immediately downstream of the Delivery Point, or (iii) if no Service Agreement(s) exist, to such controlling entity which shall be charged, and pay to Transporter, the value of such excess quantities based on the Index Price and highest premium factor for Undersupplies as provided in Section 5.7(c) (ii) below.

5.7 Balancing. All transportation services (except under Rate Schedule NNTS) provided pursuant to this Tariff shall be subject to the provisions of this section.

GENERAL TERMS AND CONDITIONS  
(continued)

- (a) General: Shipper shall be obligated under practical operating conditions to avoid any Imbalance, to correct any such Imbalances as soon as possible and in accordance with this Section 5.7, and to conform receipts to confirmed nominations and deliveries to scheduled nominations. Shippers with deliveries in Pooling Area(s) different than that of receipts shall be deemed for purposes of cashout of Monthly Imbalances to hold any Imbalance(s) in the Pooling Area(s) of delivery; provided, however, that Pool Managers shall be subject to the provisions of Rate Schedule PS.
- (b) Limitations: Transporter shall not be obligated under any circumstances (i) to deliver more Gas to a Shipper during any given Day or month than it shall have received for the account of Shipper during said period, except to the extent Transporter shall have previously received more Gas from Shipper for transportation than it has delivered to Shipper, (ii) to receive or deliver during any given Day a total quantity of Gas in excess of the Maximum Contract Quantity or Contract Limitations or, if service is being limited by Transporter, the maximum quantity of available capacity allocated to Shipper. In the event that Shipper fails to comply with its obligations under this section, Transporter may, in addition to charging the applicable rate for such volumes, impose excess charges or penalties that might otherwise be assessed and/or avail itself of any other remedies available to Transporter in accordance with its Tariff and under applicable law.
- (c) In the event of a Monthly Imbalance, the following shall apply:
  - (i) Notification: To assist Shipper in monitoring and correcting promptly any Imbalances incurred, on the tenth (10th) and twentieth (20th) Day of each Service Month (if the tenth (10th) or twentieth (20th) is not a business day, then on the

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**First Revised Sheet No. 212** First Revised Sheet No. 212 : Superseded

Superseding: Alternate Original Sheet No. 212

GENERAL TERMS AND CONDITIONS

(continued)

next business day following), Transporter shall notify Shipper of any Imbalance under a Service Agreement in the current Service Month, based on the best information then available to Transporter, including data (e.g., nominations) provided to Transporter by Shipper, its Operator and/or Pool Manager, as applicable, electronic measurement data (estimates or actuals), charts and meter observations, etc. Transporter shall notify Shipper by the tenth (10th) Day of the Month following a Service Month or as soon thereafter as is practicable of any Monthly Imbalance under a Service Agreement for such Service Month. Inaccuracies in information will be taken into account in the cash-out of Monthly Imbalances, as provided in Section 5.7(c)(ii)(5). The provision of such information shall not relieve Shipper of its obligations under this Tariff to avoid, correct or eliminate actual Imbalances.

- (ii) Cash-Out of Monthly Imbalances: Transporter and Shipper shall eliminate any Monthly Imbalances remaining after any netting or trading by Shipper in accordance with Sections 5.7(c)(ii)(3) and (4), hereof, as follows. Shipper shall be charged and shall pay, or shall be paid or receive a credit, as appropriate, on a tiered or cumulative basis based on the Index Price, pursuant to the table below:

**Alternate Original Sheet No. 213** Alternate Original Sheet No. 213 : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

Monthly Imbalance Level (Percentage of Total Deliveries)	Under-supplies Premium Factor	Over-supplies Discount Factor
0% to 5.35%	1.00	1.00
> 5.35% to 10%	1.10	.90
>10% to 15%	1.20	.80
>15% to 20%	1.30	.70
>20% to 25%	1.40	.60
>25%	1.50	.50

A sample calculation is as follows:

If Shipper's Monthly Imbalance consisted of Undersupplies in the amount of 12%, the first 5.35% would be cashed out at the Index Price multiplied by a factor of 1.00, the next 4.65% would be cashed out at such Index Price multiplied by 1.10, and the final 2% would be cashed out at such Index Price multiplied by 1.20.

- (1) In the event of Oversupplies, Transporter shall have the option of crediting the next invoice of Shipper's or making a cash payment in the specified amount for such Monthly Imbalance quantities, or any combination thereof. In case of a cash payment by Transporter, Transporter shall send such payment ten (10) Days after Shipper's receipt of its notice of Monthly Imbalance.

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**Second Revised Sheet No. 214** Second Revised Sheet No. 214 : Superseded  
Superseding: First Revised Sheet No. 214

GENERAL TERMS AND CONDITIONS  
(continued)

- (2) A. Transporter may use proceeds received from the cash-out of Imbalances in accordance with Section 5.7(c)(ii) to purchase, at any time and from time to time, quantities of Gas for system operation purposes. Gas purchased by Transporter pursuant to this Section 5.7(c)(ii)(2)A. may be utilized by Transporter to satisfy such operational requirements as are necessary on its system from time to time, or may be disposed of by sale. Transporter shall establish accounts in which to book payments made to or by Transporter under the procedures specified in this Section 5.7.
- B. Transporter shall calculate the total net revenues or net costs attributable to the cash-out provisions of this Tariff for each 12 month period ending January 31, beginning with the 12 month period ending January 31, 1996 ("Accrual Period"), including interest, in accordance with Section 154.67(c)(2) of the Commission's regulations, on the appropriate amounts calculated from the end of the Accrual Period to the end of the calendar quarter in which the adjustment for such Accrual Period is made. The resulting amount, defined as the "Cash-Out Excess Revenues" or the "Cash-Out Remaining Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.9, hereof, to determine the amount of Excess Interruptible Revenues, if any.

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**Substitute Original Sheet No. 216A** Substitute Original Sheet No. 216A : Superseded  
Superseding: Original Sheet No. 216A

GENERAL TERMS AND CONDITIONS  
(continued)

each of the transportation transactions involved in the trade, and, if applicable, the level of the trading fee or charge offered to Transporter in order to consummate the trade and the identity of the Shipper that will pay such fee or charge. A trading fee or charge shall be required for trades involving Monthly Imbalances held in different Zones. For purposes hereof, the trading fee or charge will be up to the Rate Schedule FT or IT transportation rate, including applicable retentions, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, for each MMBtu of Monthly Imbalance traded. For those transactions where a trading fee or charge is required, Transporter will either accept the fee proposed on the trading form, or seek to negotiate a mutually acceptable trading fee. If agreement is reached, Transporter shall confirm the agreed upon trading fee in writing. If Transporter gives a discount of the trading fee to a Shipper that is a marketing affiliate of Transporter, Transporter will do so in a manner consistent with 18 C.F.R. 161.3(h)(1), (2), as such provision may be in effect from time to time. After agreement on the level of the trading fee, where required, or after receipt

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**Original Sheet No. 216B** Original Sheet No. 216B : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

of the trading form when such fee does not apply, Transporter will transfer the quantities traded between the appropriate Service Agreements and update the balancing statements for each Shipper for the affected Month.

- C. For each month, Transporter will establish a Gas Trading Period during which Transporter will accept gas trading forms. The Gas Trading Period will commence after the period for netting under Section 5.7(c)(ii)(3) has closed and will last at least ten (10) days. Transporter will provide at least three (3) days prior notice of each Gas Trading Period on its EBB.
- (5) If Shipper notifies Transporter of a claimed inaccuracy or discrepancy in information provided by Transporter as described in Section 5.7(c)(i), Transporter will cooperate with Shipper and review such claim. If the information on Imbalances under a Service Agreement in the current Service Month provided to Shipper by Transporter on the twentieth (20th) Day of the Service Month differs by five percent (5%) or more when compared to actual quantity information provided by Transporter by the tenth (10th) Day of the following Month, Shipper shall be entitled to eliminate such Monthly Imbalance, as appropriate, utilizing the factor of 1.00. If, however, Transporter determines that such difference was attributable to a particular information source or location (e.g., central point, interconnect), then only the part of the Monthly Imbalance

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**Original Sheet No. 216C** Original Sheet No. 216C : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

attributable to such source will be eliminated utilizing the factor of 1.00. Shipper shall be obligated to notify Transporter of discrepancies or inaccuracies in the information provided by Transporter as described in Section 5.7(c)(i), and at the same time provide supporting data, within three (3) business days of Shipper's receipt of such information unless waived by Transporter; provided, however, that Shipper's failure to comply with such requirement shall not affect its right to eliminate its Monthly Imbalance utilizing the factor 1.00 in the event that Transporter's information is inaccurate, as described above. In the event Shipper provides notice and supporting data as provided above, Transporter will review the data submitted by Shipper

GENERAL TERMS AND CONDITIONS  
(continued)

and within three (3) Business Days, unless waived by Transporter, will either provide new information to Shipper or reconfirm its prior information. Transporter will rely on its information to take such actions as are appropriate and necessary to operate its system.

- (6) To the extent that adjustments are made to Monthly Imbalance quantities for prior periods after Shipper has eliminated such quantities in accordance with the provisions of this Section 5.7(c)(ii), unless otherwise agreed, such adjusted Imbalance amounts shall be eliminated at a factor of 1.00 multiplied by the Index Price for the Month in which such Imbalance was incurred.
  - (7) Payment of any penalties or fees for Imbalances pursuant to this Tariff shall not be construed to in any way entitle or authorize Shipper to incur any Imbalance under its Service Agreement.
- (d) Required Balancing: Subject to and in accordance with the provisions of Section 20, if and when Transporter determines that an Imbalance has exceeded the Operating Range, Transporter shall have the right to interrupt or curtail at any time, and from time to time, the quantities of Gas it will receive or deliver to the extent Transporter deems necessary in order to limit or reduce the Imbalance existing at any time. Transporter shall provide such notice as is provided for in said section. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's Regulations. Nothing in the foregoing shall supersede or negate the general obligation of Shippers to correct any Imbalance

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

GENERAL TERMS AND CONDITIONS  
(continued)

receipt of such Gas, the Shipper first receiving the allocation of such Gas shall be subject to and agrees to pay the Unauthorized Gas Charge for such quantity at the time the payment for any service rendered during the Service Month in which such Unauthorized Gas allocation is scheduled would otherwise be due.

- (c) Forfeiture. If Unauthorized Gas from a Point of Receipt is not properly nominated within ninety (90) Days of Transporter's written notice to the Operator of the receipt of such Gas, Transporter may retain such Gas at no charge or cost, free and clear of any adverse claims.
  - (d) Unauthorized Gas Charge. The Unauthorized Gas Charge specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be applied to Shipper's invoice for service rendered during the Service Month the Unauthorized Gas is scheduled for each and every MMBtu of Unauthorized Gas which is nominated and allocated to Shipper's Service Agreement as provided in Section 5.8(b)(iv) above.
  - (e) Records. Transporter shall maintain records regarding the resolution and disposition of Unauthorized Gas, which records shall be available for examination in accordance with Section 14.3 of these General Terms and Conditions.
- 5.9 Notices and Communications. Shipper shall provide with its request for service, and update as necessary, the name, address and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to Shipper's service under this Tariff. Transporter shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for so doing, and if

**Alt 1st Rev Original Sheet No. 231** Alt 1st Rev Original Sheet No. 231 : Superseded  
Superseding: Original Sheet No. 231

GENERAL TERMS AND CONDITIONS  
(continued)

which qualify for the high-priority exemption and that Shipper has taken all other reasonable actions within its control (use of alternate fuels, curtailment of interruptible service, etc.) to meet these high-priority needs.

- (d) Compensation. The bill for the Service Month in which Shipper received service pursuant to an exemption pursuant to subsection (c) above shall contain an additional charge in an amount equal to the total quantity received by such Shipper during the period of curtailment in excess of that the Shipper would have received under a pro rata curtailment multiplied by the Reservation Charge Adjustment or the Deliverability Fee Adjustment under the applicable Rate Schedule. All revenues collected by Transporter pursuant to such additional charge shall be credited on a pro rata basis, to the non-exempt Shippers during the period of curtailment, to the extent such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service, based on the increase in curtailed quantities experienced by such Shipper due to the granting of the exemption(s) divided by the total such increase in curtailed quantities experienced by all non-exempt Shippers. Further, if, and to the extent that, scheduled and confirmed flowing gas supplies are diverted from one firm Shipper to another during a curtailment, other than pursuant to a voluntary arrangement described in (f) below, the measure of compensation paid by the diverting Shipper shall be one hundred fifty percent (150%) of the Index Price published for the Month in which the diversion occurred for each MMBtu by which deliveries for such Shipper's account exceeded corresponding receipts during the period of curtailment, plus one hundred percent (100%) of all Reservation Charges. All revenues collected by Transporter from Shippers receiving such diverted supplies shall be credited pro rata based on the quantities diverted from each to the Shippers which suffered the diversions, less any

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**Original Sheet No. 232A** Original Sheet No. 232A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

Zones or encompass multiple Zone Entitlements, as applicable. As of the effective date of the implementation of Zone rates on Transporter's system, subject to any specific provisions in applicable Rate Schedules and the provisions of Section 24.2 below, any existing Service Agreement shall be deemed converted into a Service Agreement governing Zone rate transportation.

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FERC Docket: RP97-193-000

**Second Revised Sheet No. 233A** Second Revised Sheet No. 233A : Superseded  
Superseding: Sub First Revised Sheet No. 233A

GENERAL TERMS AND CONDITIONS  
(continued)

12.4 Policy with Respect to Order of Discounting.

In accordance with Section 154.109(c) of the Commission's regulations, rate components will be discounted in the following order:

(a) Firm Services

- (i) Transporter shall discount the components of reservation charges in the following order:

GRI surcharge;  
Base Rate reservation charge;  
Account No. 858 or other Order No. 636 Account  
No. 858 or other Order No. 636 transition cost  
surcharges (if applicable);  
and  
GSR reservation surcharge (if applicable).

- (ii) Commodity charges shall be discounted in the following order:

GRI surcharge;  
Order No. 528 CSC surcharge; and  
ACA surcharge (if applicable).

(b) Interruptible Services

The Commodity charges for interruptible service shall be discounted in the following order:

GRI surcharge;  
Base Rate commodity charge;  
Order No. 528 CSC surcharge; and  
ACA surcharge (if applicable).

GENERAL TERMS AND CONDITIONS  
(continued)

14. PAYMENTS:

14.1 Billing and Payment.

- (a) Transporter shall have the right to bill Shipper each Month (as may be adjusted for billing or measurement cycle purposes) for all purposes on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities, as appropriate. If, due to a capacity release or as otherwise specifically provided by this Tariff, Transporter finds it necessary to invoice or credit for part of a month a firm shipper for any reservation or demand charges assessed on a monthly basis, Transporter may do so utilizing a basis of 30.4 days to a month. Transporter's bills will be rendered no later than ten (10) business days after the close of each billing period, or as soon thereafter as is practicable. In any Month, Transporter may submit to Shipper separate bills for applicable charges and fees related to service provided for Shipper under this Tariff (including, but not limited to, invoices for fixed charges, e.g., Reservation Charges, at any time during the applicable Service Month; invoices for variable charges, e.g., commodity, usage and overrun charges; and invoices for penalties). In the event that conduct by Shipper under a Service Agreement or the provisions of this Tariff constitutes a violation of its obligations thereunder such that Shipper would incur more than one penalty for the same act or failure to act, Transporter will charge, and Shipper shall pay, in addition to any amounts due under Section 5.7, only the total penalty charges applicable to the conduct or action yielding the highest dollar amount.
- (b) Payment shall be due and received by Transporter in accordance with Transporter's instructions within ten (10) Days after the date such bills are rendered. Transporter shall have the right to require that payments of any amounts

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**First Revised Sheet No. 236** First Revised Sheet No. 236 : Superseded  
Superseding: Sub Original Sheet No. 236

GENERAL TERMS AND CONDITIONS  
(continued)

exceeding \$100,000.00 be made by Shipper in the form of wire transfer directed to a bank account designated by Transporter such that funds are available on the date payment is due. Amounts past due hereunder shall bear interest from the due date until paid at the rate of interest effective from time to time under 18 C.F.R. Section 154.501, but not more than the maximum lawful rate, and Shipper shall indemnify and reimburse Transporter for all costs and liabilities associated with the collection of such past due amounts.

14.2 Default. Upon failure to receive payment when due, Transporter upon at least ten (10) Days written notice to Shipper may suspend or discontinue service until satisfactory credit arrangements or other compliance has been made, without prejudice to any other rights and remedies available to Transporter. Transporter may terminate the applicable Service Agreement and the provision of service thereunder without prejudice to any other rights and remedies available to it, provided ten (10) Days prior written notice of such intent to terminate is provided to Shipper and Shipper's default is not cured within a period of thirty (30) Days from the date payment is due. Transporter may require as a condition of recommencement or continuation of service or deferral of termination a reasonable refundable deposit or bond or increase in an existing deposit or bond at any time to secure payment of bills, in the manner described in Section 14.5 of these General Terms and Conditions.

14.3 Examination of Records. Each party shall have the right by written request to examine at reasonable hours the charts, books and records of the other party for the twelve (12) Months immediately preceding the request to the extent necessary to verify the accuracy of any statements, charges or

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Original Sheet No. 237 Original Sheet No. 237 : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

computation under the Service Agreement, except that inspection of the records described in Sections 2.4 and 3.7 hereof shall be governed by the terms of those sections.

14.4 Adjustment. In the event an error is discovered in the amount billed in any invoice rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof; provided that claim therefor shall have been made within sixty (60) Days from the date of discovery of such error, but in any event within twelve (12) months from the date of such invoice.

14.5 Security. Transporter shall not be required to perform or to continue service under this Tariff on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, at any time fails within a reasonable period to maintain and demonstrate creditworthiness; provided, however, such Shipper may receive service under this Tariff if Shipper provides a deposit for such service or otherwise furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, which at all times shall be sufficient to cover up to the amount which would be billed to Shipper if one hundred percent (100%) of the Contract Demand, Maximum Contract Quantity, Contract Delivery Demand and/or the requested or effective quantities for storage services, as applicable, were provided for service to Shipper during a period of up to six (6) Service Months. For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing of such Shipper or any parent entity or guarantor thereof (for purposes of this section, a reference to Shipper shall include any applicable parent entity or guarantor) of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging Shipper a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Shipper

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**First Revised Sheet No. 239** First Revised Sheet No. 239 : Superseded

Superseding: Original Sheet No. 239

GENERAL TERMS AND CONDITIONS  
(continued)

failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules or regulations.

17. MARKETING AFFILIATES:

Pursuant to this Tariff, Transporter performs open access transportation and storage service for various Shippers, including Transporter's unbundled merchant division and affiliated marketing companies. Transporter provides such open access service on a non-discriminatory basis. To insure that current and prospective Shippers have equal access to such information as may be required for the arrangement and ongoing management of their services, Transporter states:

17.1 Facilities and Personnel. The offices of all of Transporter's operating personnel engaged in transportation (including storage) related activities (including certain purchase and/or sales activities required of Transporter's operating personnel to support its transportation activities including, without limitation, Transporter's monthly cash-balancing program) are located on separate floors and/or different cities from (1) the offices of the operating personnel of the unbundled merchant division and (2) the offices of the operating personnel of NorAm Energy Services, Inc. ("NES") and other affiliated marketing companies (certain such offices are located in separate buildings or cities). The offices of Transporter's operating personnel are located in the NorAm Energy Corp. building at 525 Milam Street, Shreveport, Louisiana 71101 and at 1600 Smith Street, Houston, Texas 77002-7342. Transporter shares other equipment and facilities which are provided by the corporate parent, such as a telephone system and computer mainframe equipment (with access restricted for marketing affiliates and the unbundled merchant division to information generated by or for such entities) but does not share any operating personnel with any of its marketing affiliates or its merchant division. One executive of the unbundled merchant division has an office in Shreveport which is located on the same floor as Transporter's executives and other corporate executives.

GENERAL TERMS AND CONDITIONS  
(continued)

18.9.3 Results of Prudence Challenge.

- (a) Unsuccessful Challenge: If the Challenger fails to prove that CSC in an amount greater than that absorbed by Transporter in calculating the Subject Eligible CSC were incurred imprudently, the Challenger will be required to make additional CSC payments to Transporter. The amount of such payments will be determined by multiplying the relevant Challenger's Percentage, times the lesser of: (a) the Subject Eligible CSC being challenged and not shown to be imprudently incurred, or (b) the applicable Relevant Absorption Level. This amount will be billed to the Challenger as a direct bill payable either within thirty (30) Days of the date of the Commission's final order on such challenge, or at the option of the Challenger, amortized on a monthly basis over the remainder of the Recovery Period, with interest calculated at the maximum rate authorized from time to time pursuant to 18 C.F.R. 154.67(c) compounded annually. No such payments shall excuse the Challenger from making any and all other applicable payments for any services received by such person from Transporter.
  
- (b) Successful Challenge: If the Challenger successfully challenges the prudence of any CSC sought to be recovered by Transporter and proves that the amount of CSC imprudently incurred is greater than the Threshold Difference, Transporter will adjust the maximum CSC Charge otherwise applicable to the services provided that customer. The amount of such adjustment will be determined by (i) multiplying the Challenger's Percentage by the amount of imprudent CSC which exceeds the Threshold Difference, and then (ii) dividing the resulting amount by the product of (A) the successful Challenger's actual jurisdictional throughput included within

GENERAL TERMS AND CONDITIONS  
(continued)

the design throughput used to calculate the then-current CSC Charge or, if no such actual throughput exists, the level of volumes underlying the calculation of the Challenger's Percentage, multiplied by (B) the number of years then remaining in the Recovery Period. Such an adjustment will continue to be made during the Recovery Period until the total jurisdictional volumes actually transported on behalf of or sold to the Challenger equals the design throughput used in the calculation of the adjustment. The maximum CSC Charge calculated in this manner will apply only to the Challenger.

18.10 Interest.

Except as provided otherwise in Section 18.9.3(a), the interest rate applicable hereunder shall be redetermined on the first Day of each calendar quarter and shall be equal to the lower of (i) the rate then in effect pursuant to 18 C.F.R. 154.67(c), or (ii) five percent (5%) per annum.

18.11 Effectiveness.

The terms and conditions of this Section 18 shall remain in full force and effect until July 1, 2002, and shall not be modified, superseded or otherwise affected by any general or other rate change filing or restatement of rates made by Transporter under section 4 of the Natural Gas Act, or upon any general or other change in rates ordered by the Commission pursuant to section 5 of the Natural Gas Act.

TERMS OF PROTECTIVE AGREEMENT  
(continued)

10. Protected materials shall not include any information or document contained in the public files of the Commission or any other federal or state agency, or any federal or state court (if not subject to a protective order in such proceeding). Protected materials also shall not include information which is public knowledge or which becomes public knowledge as a result of publication or disclosure by Transporter.

11. Nothing in this Protective Agreement shall preclude any party or participant from requesting the Presiding Judge, the Commission, or any other body having appropriate authority to find that this Agreement should not apply to all or any part of any materials previously designated as protected materials pursuant to this Agreement.

12. If any party or participant contests the designation of any materials as protected, this Protective Agreement shall cease to apply to such material fifteen (15) business days after the objection is filed with the Commission unless any party, within the fifteen (15) business day period, responds and asserts that the materials should continue to be protected. Any objection to the designation of protected materials, and any response to the objection, shall be filed in writing with the Commission and delivered to NGT or the objector, as applicable, and their counsel on the date of filing unless otherwise ordered by the Presiding Judge. The Presiding Judge shall resolve any disputes arising under this Paragraph 12. If the Presiding Judge finds that the materials at issue are not confidential, the procedures of Paragraph 7 shall apply.

13. To the extent that protected materials are discussed, analyzed, or otherwise the subject of consideration during any conference or other session held in connection with the proceedings described in Paragraph 3, above, only reviewing parties who qualify under the terms of this Agreement may be present.

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**First Revised Sheet No. 276** First Revised Sheet No. 276 : Superseded

Superseding: Original Sheet No. 276

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE:

Any Shipper under Rate Schedules FT, NNTS or FSS may seek to release for assignment to others any or all of its Contract Delivery Demand, Contract Demand, or firm storage service entitlements, as applicable, subject to the following terms and conditions:

19.1 Notice of Offer. A Shipper offering to release Contract Delivery Demand, Contract Demand, or firm storage service entitlements shall furnish written notice to Transporter, or via the EBB as specified by Transporter, of the terms of its offer. The Shipper may propose a prearranged designated replacement Shipper to which the capacity would be released. A Shipper may withdraw its offer to release by providing written notice to Transporter of such withdrawal prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Shipper has an unanticipated requirement for such capacity. The notice must contain the reason for withdrawal which Transporter shall post on its EBB. The offer shall contain the following minimum information:

- (a) Shipper's legal name and the name/title of individual who has authorized the offer to release;
- (b) Transporter's Service Agreement number;
- (c) A description of the capacity to be released and assigned, including Receipt and Delivery Point(s), as applicable. If a release and assignment is sought under Rate Schedule FT, the notice must state the Contract Demand, Receipt Entitlement and Maximum Delivery Obligation and, if applicable, the Maximum Receipt Obligation, subject to the proposed release and assignment. If the release and assignment sought is under Rate Schedule FSS, the notice must state the Maximum Storage

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**First Revised Sheet No. 277** First Revised Sheet No. 277 : Superseded

Superseding: Original Sheet No. 277

GENERAL TERMS AND CONDITIONS  
(continued)

Quantity, the Maximum Injection Quantity, and the Maximum Deliverability Quantity, subject to the proposed release and assignment. If the release and assignment sought is under Rate Schedule NNTS, the notice must state the Contract Delivery Demand, Receipt Entitlement, Maximum Delivery Obligation(s) and Maximum Receipt Obligation(s), as applicable, subject to the proposed release and assignment;

- (d) Any restrictions on shifting assigned existing Primary Receipt/Delivery Point(s) and quantity limitations, on the use of Secondary Receipt or Delivery Points, Additional Individual Receipt Points or Pools; or any requirement that the replacement Shipper reimburse the releasing Shipper for any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) assessed by Transporter for replacement Shipper's utilization of capacity assigned thereto;
- (e) The proposed effective date and term of the release and assignment;
- (f) The identity of any pre-arranged designated replacement Shipper and the full terms of such pre-arranged release;
- (g) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (h) whether, to what extent, and the conditions pursuant to which capacity will be subject to recall;
- (i) whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

GENERAL TERMS AND CONDITIONS  
(continued)

- (j) whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and whether, the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (k) any extensions of the minimum posting/bid periods;
- (l) whether releasing Shipper desires to utilize the first-come, first-served option for short-term releases described in Section 19.4 below and any minimum terms applicable thereto; and
- (m) other special terms and conditions Shipper imposes on the release of its capacity, including minimum rates, term, quantity, etc.

19.2 Pre-arranged Releases. Shipper may designate an entity (a pre-arranged designated replacement Shipper) to which it has agreed to release the capacity upon specified terms and conditions. Shipper's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 19.3 - 19.4 below, with the pre-arranged designated replacement Shipper being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated replacement Shipper is for a period of one month or less, the releasing Shipper shall provide notice to Transporter in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. Further, if the releasing Shipper provides notice of a pre-arranged release in which the designated replacement Shipper has agreed to meet all terms and conditions and to pay the maximum rate for terms of more than one month, such release also may be implemented without being subject to such prior posting and bidding procedures. Notice of such exempted releases

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**Second Revised Sheet No. 279** Second Revised Sheet No. 279 : Superseded

Superseding: First Revised Sheet No. 279

GENERAL TERMS AND CONDITIONS

(continued)

19.3 Capacity Release Timeline.

- (a) All offers must be complete, valid and in compliance with the terms of this Tariff, prior to posting. Valid and complete offers will be posted upon receipt. Except as provided in Section 19 above, the timelines set forth in (b) and (c) below for capacity releases shall be applicable if:
- (i) all information provided by the parties to the transaction is valid, complete, and satisfies the requirements of this section;
  - (ii) all bidders have been determined by Transporter to be creditworthy prior to the bidder's tender of a bid;
  - (iii) there are no special terms and conditions of the release; and
  - (iv) the offer to release contains one of the bid evaluation methodologies specified in Section 19.5(a) below.
- (b) For releases of less than five (5) Months:
- (i) On the Day prior to the Day nominations are due for the proposed effective date of the release:
    - (1) Offers shall be received by 1:00 p.m.;
    - (2) Bid period ends at 2:00 p.m.;
    - (3) Bid evaluation period begins at 2:00 p.m., during which contingencies are eliminated; best bid is determined; and bid ties are broken, and ends at 3:00 p.m.;
    - (4) Award of capacity or the triggering of a matching right communicated to the appropriate party by 3:00 p.m.;

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Original Sheet No. 279A Original Sheet No. 279A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

- (5) Pre-arranged replacement Shipper communicates any exercise of a matching right by 4:00 p.m.;
  - (6) Posting of award for releases requiring bidding by 5:00 p.m.
- (ii) On the Day nominations are due for the proposed effective date of the release:
- (1) Pre-arranged releases exempt from bidding process posted by 9:00 a.m.;
  - (2) Service Agreement tendered to replacement Shipper by 10:00 a.m. via facsimile;
- (c) For releases of five (5) Months or more:
- (i) Offers shall be received by 1:00 p.m. at least four (4) Business Days prior to award;
  - (ii) Bid period shall commence at posting of the offer and shall end at 2:00 p.m. four (4) Business Days prior to award on the third successive Business Day after the Business Day of posting;
  - (iii) On the Business Day on which the bid period ends:
    - (1) Award of capacity or the triggering of a matching right shall be communicated to the appropriate party by 3:00 p.m.;
    - (2) Pre-arranged replacement Shipper communicates any exercise of a matching right by 4:00 p.m.
    - (3) Posting of award for releases requiring bidding by 5:00 p.m.
  - (iv) On the next Business Day after the close of the bidding period:

GENERAL TERMS AND CONDITIONS  
(continued)

- (1) Pre-arranged releases exempt from bidding process posted by 9:00 a.m.;
  - (2) Service Agreement tendered to replacement Shipper by 10:00 a.m. via facsimile;
- (d) The replacement Shipper must submit an executed Service Agreement, via facsimile, to Transporter prior to or at the time replacement Shipper submits its nomination to utilize the released capacity in accordance with the nomination deadline.
- (e) If requested by releasing Shipper, and consistent with applicable regulations, Transporter will not post minimum bid or other terms specified by Shipper with the offer to release; however, such terms will be posted when notice of the winning bidder is posted. Further, unless a pre-arranged transaction is exempt from the prior posting and bidding procedures pursuant to Section 19.2 above, Transporter will not post the name of any pre-arranged replacement Shipper except as part of a notice of winning bidder. Transporter shall post valid and complete bids submitted but shall not identify the bidders. Releasing Shipper may request a date for bids to be posted. Transporter shall also post offers to purchase capacity from those who desire current Shippers to release capacity upon receipt of the applicable information as set forth in this section.
- (f) Non-standard notices of offers to release capacity, or notices which are subject to special terms and conditions, shall be posted on Transporter's EBB as soon as is practicable, but no later than one (1) full Business Day following receipt of a notice of offer which satisfies the requirements set forth in this Section 19. Prospective replacement Shippers shall have the following periods (unless releasing Shipper designates a

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**Second Revised Sheet No. 280** Second Revised Sheet No. 280 : Superseded  
Superseding: First Revised Sheet No. 280

GENERAL TERMS AND CONDITIONS  
(continued)

bid by providing written notice thereof before 3:00 P.M. on the last Day of the bid period. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Transporter shall evaluate the bids in accordance with the provisions of this section and determine the best bid by 10:00 A.M. on the first business day (for releases of less than three (3) months) or on the third business day (for longer releases) following the close of the bid period. Transporter shall notify releasing Shipper, the best bidder, and any pre-arranged designated replacement Shipper of such determination by the end of such business day. If there is a pre-arranged designated replacement Shipper, it may exercise its right to match such best bid by providing written notice of such exercise to Transporter and releasing Shipper by the close of business on the third Day following selection of the best bid. Upon such notice by the pre-arranged designated replacement Shipper, or expiration of the period during which it may match the best bid (or, if not applicable, the notice required at the close of the bid period shall suffice), the chosen replacement Shipper then shall execute promptly an Addendum to its Master Capacity Release Service Agreement pursuant to the applicable Rate Schedule covering the released capacity for the period of the release. To expedite the implementation and utilization of released capacity, releasing Shipper may require bidders, or bidder may do so on its own accord, to submit with its bid duplicate originals, executed on behalf of the prospective replacement Shipper, of an Addendum to its Master Capacity Release Service Agreement (Transporter will make such documents available to any bidders which so request) with express consent and approval for Transporter, if that bidder is selected as the replacement Shipper, to prepare, complete and deem effective the Addendum to the Master Capacity Release Service Agreement, to incorporate the terms of the bid and release, and thereby legally bind replacement Shipper upon execution by Transporter alone. Transporter also expects to implement procedures whereby a

GENERAL TERMS AND CONDITIONS  
(continued)

19.5 Best Bid. Transporter shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the releasing Shipper as follows:

- (a) Transporter shall apply the standard or criteria for such determination specified by the releasing Shipper, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this Tariff, applicable to all potential replacement Shippers and require Transporter in applying such standard to exercise no more than a ministerial function. The releasing Shipper shall indemnify and hold Transporter harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Transporter arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by releasing Shipper.
- (b) In default of releasing Shipper specifying a bid evaluation standard, Transporter shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of releasing Shipper specifying a method to break ties, priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.
- (c) Bids shall be solicited and submitted only as to the reservation or demand component (and any surcharges and other fixed costs applicable thereto) of the applicable maximum rate. Shipper cannot release capacity for an effective price less than or greater than Transporter's applicable minimum or maximum, respectively, rates, as on file and in effect from time to time. If releasing Shipper elects to allow bids

**First Revised Sheet No. 282** First Revised Sheet No. 282 : Superseded  
Superseding: Original Sheet No. 282

GENERAL TERMS AND CONDITIONS  
(continued)

on a volumetric rate basis, Transporter shall convert the applicable maximum reservation or demand charge component to a unit or volumetric rate using an assumed 100% load factor. Such converted maximum rate for volumetric bid purposes, as in effect from time to time, shall be set forth in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. The usage or commodity charge component to be paid by the replacement Shipper shall not be subject to the bidding process and the releasing Shipper shall have no right to determine the level of such payment.

- 19.6 Qualification of Prospective Replacement Shipper. A prospective replacement Shipper must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff. Prior to submitting a bid pursuant to this section, a bidder must pre-qualify as a prospective replacement Shipper by submitting a credit application as provided for in Section 14.5 of these General Terms and Conditions specifying that the submission is for the purpose of pre-qualifying to submit bids on released capacity. Transporter will apply its creditworthiness criteria to assess the submission. Additionally, prior to submitting a bid, a bidder must execute, or have executed and in effect, a Master Capacity Release Service Agreement. For purposes of this Tariff, replacement Shipper's Master Capacity Release Service Agreement and Addenda thereto shall, together, constitute and be referred to as its Service Agreement. Upon the implementation of the Form of Master Capacity Release Service Agreement and Addendum, Transporter shall submit to existing replacement Shippers for execution, duplicate originals of a Master Capacity Release Service Agreement and/or Addend(um)(a), as appropriate. Such Shippers will have thirty (30) days to execute and return such agreements.
- 19.7 Nominations. Following its selection, execution of an Addendum to its Master Capacity Release Service Agreement and compliance with other applicable

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**Original Sheet No. 282A** Original Sheet No. 282A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

Tariff provisions, and prior to the flow of Gas, the replacement Shipper shall be required to make nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this Tariff.

- 19.8 Billing. The replacement Shipper shall be billed and make payments to Transporter in accordance with the applicable Rate Schedule, other provisions of this Tariff and of its Service Agreement incorporating its bid terms. Notwithstanding any discounts applicable to the releasing Shipper, unless Transporter otherwise agrees, the replacement Shipper shall pay or be liable for the maximum commodity or usage rate (plus surcharges, fuel retentions, penalties, etc.)

GENERAL TERMS AND CONDITIONS  
(continued)

applicable under the relevant Rate Schedule attributable to its usage of the released capacity. Transporter shall continue to bill the releasing Shipper all applicable charges under its existing Service Agreement, including any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) resulting from replacement Shipper's utilization of the released capacity in a manner inconsistent with Transporter's agreement with the releasing Shipper, but excluding commodity or usage charges (plus surcharges, fuel retentions, penalties, etc.) billed to the replacement Shipper and attributable to its usage of the released capacity. Invoices sent to the releasing Shipper shall reflect a credit equal to any reservation or demand charges (plus all surcharges and fixed costs applicable thereto) being billed to the replacement Shipper for the released capacity rights, or as otherwise agreed. If the replacement Shipper fails to pay when due all or part of the amounts credited to the releasing Shipper, Transporter shall pursue payment from the replacement Shipper by notifying such Shipper by registered letter, return receipt requested, that it has five days from receipt of such letter to pay the amount due including any applicable interest. If the replacement Shipper fails to pay such amount by the end of the fifth day, Transporter shall reverse the credit and bill the releasing Shipper for such past due amounts, plus applicable interest.

19.9 Rights and Obligations of the Parties.

- (a) Unless Transporter otherwise agrees, the Service Agreement between the releasing Shipper and Transporter shall remain in full force and effect with the Shipper to receive a credit to its invoice as described hereinabove. The Service Agreement executed by the replacement Shipper shall be fully effective and enforceable by and against the replacement Shipper. The replacement Shipper may also release capacity pursuant to this section, and in such event and for such purposes, shall be considered the releasing Shipper.

GENERAL TERMS AND CONDITIONS  
(continued)

- (e) Releasing Shipper and any replacement Shipper must track any changes in Transporter's rates approved by the Commission. If the Commission orders refunds of any such rates charged by Transporter subject to refund, Transporter and/or releasing Shipper, as the case may be, must make corresponding refunds to such releasing Shipper or any replacement Shipper, to the extent that releasing Shipper or replacement Shipper(s) has paid amounts in excess of Transporter's finally determined applicable maximum rates.
- (f) A releasing Shipper may re-release to the same replacement Shipper for a term of thirty-one (31) Days or less at rates less than the applicable maximum rates if either: 1) a period of twenty-eight (28) Days has elapsed after the first release for thirty-one (31) Days or less has expired or 2) the releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted. A releasing Shipper may also re-release (without a twenty-eight Day waiting period) to the same replacement Shipper for any term at maximum rates. Otherwise, an agreement for capacity to be released at less than maximum rates for a term of thirty-one (31) Days or less shall not contain an evergreen provision and may not be rolled-over for any additional time period.
- (g) If the releasing Shipper retains recall rights, it shall specify the condition(s) precedent to such recall and any recall must be for a period of one or more Day(s). The releasing Shipper shall be responsible for providing notice to Transporter as specified in this sub-section and the replacement Shipper(s) of its exercise of the recall rights. No later than 8:00 a.m. on the Day nominations are due for the first Day of the recall period, the releasing Shipper must communicate its intent to recall capacity to

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**Original Sheet No. 286A** Original Sheet No. 286A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

Transporter and to replacement Shipper. The exercise of such rights shall be subject to compliance with Transporter's normal nomination and scheduling deadlines and procedures. The releasing Shipper shall exercise and administer such recall rights and Transporter may rely on the releasing Shipper's normal nomination and scheduling deadlines and procedures. The releasing Shipper shall exercise and administer such recall rights and Transporter may rely on the releasing Shipper's

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**First Revised Sheet No. 287** First Revised Sheet No. 287 : Superseded

Superseding: Original Sheet No. 287

GENERAL TERMS AND CONDITIONS  
(continued)

notice and instructions. Releasing Shipper shall indemnify and hold Transporter harmless from and against all demands, losses, causes of action, expenses and/or damages resulting from or relating to releasing Shipper's exercise of its recall rights and Transporter's compliance therewith, including claims by the affected replacement Shipper(s).

- (h) Following complete execution of a Service Agreement with a replacement Shipper in accordance with the procedures provided in this section, the releasing Shipper's rights and Transporter's obligations under the releasing Shipper's Service Agreement shall be modified and subject to the capacity rights released and assigned to the replacement Shipper for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute releasing Shipper's consent and agreement to such amendment or modification of its existing Service Agreement.
- (i) A Shipper under Rate Schedule NNTS may release and assign capacity hereunder, including its no-notice rights; provided that (i) service under such release shall be available only at the Delivery Point(s) designated in the releasing Shipper's Service Agreement and at which the releasing Shipper releases and assigns firm capacity rights; and (ii) the replacement Shipper must be able to demonstrate its ability to comply with the supply and other obligations contained in Rate Schedule NNTS. The releasing Shipper also may release and assign solely its firm transportation rights underlying its no-notice service; in such event, the replacement Shipper shall receive service under, and be subject to provisions of, Rate Schedule FT (including maximum rates and no minimum term requirements) with the CD to be determined by the quantity of Contract Delivery Demand released and assigned by the releasing Shipper. For the term of any release of solely transportation rights, releasing Shipper shall

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**First Revised Sheet No. 299** First Revised Sheet No. 299 : Superseded  
Superseding: Original Sheet No. 299

GENERAL TERMS AND CONDITIONS  
(continued)

- (c) Communications under this section, including of Operational Alerts and Operational Flow Orders, shall be posted on Transporter's Electronic Bulletin Board. Further, Transporter shall make reasonable efforts to notify each affected Shipper's contact party, designated pursuant to the provisions of Section 5.9 of these General Terms and Conditions, of the issuance of an Operational Flow Order or Operational Alert.
- (d) To the extent practicable given operating circumstances and exigencies, Operational Flow Orders shall require action within any Shipper class proportionate to appropriate and relevant parameters, such as applicable Service Agreement quantities or a current or recent flow in Gas quantities.
- (e) From time to time, Transporter, in order to support Tariff services to Shippers, control and maintain efficient system operations and otherwise implement the provisions of this Tariff, may purchase and/or sell quantities of Gas to maintain system operational Gas levels within optimum levels and to provide, if requested by Shipper and agreed to by Transporter, quantities required to be retained by Transporter under this Tariff. Such activities shall be conducted by Transporter's operating personnel, separate and apart from any unbundled merchant activities and personnel, and shall in no way constitute marketing activities so as to subject Transporter, or any operating unit thereof, to Commission requirements, as in effect from time to time, applicable to pipeline marketing affiliates or pipeline unbundled merchant activities.
- (f) A Shipper shall not be subject to overrun, scheduling or other such penalties or charges from Transporter with respect to any action taken in reasonable conformance with Operational Flow Orders or Operational Alerts issued under this section and Transporter will use best efforts to provide such cooperating Shippers an

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Original Sheet No. 304 Original Sheet No. 304 : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

section and upon Transporter's submission of a Service Agreement based upon the bid terms.

The potential Shipper shall submit a deposit or prepayment pursuant to Sections 10 or 14 of these General Terms and Conditions, as required by Transporter, within twenty-four (24) hours of receipt of notice from Transporter that it submitted the best bid. If the bid is successful and service to such party commences, such payment shall be treated as provided in the applicable Section. If the bid is successful but the bidding Shipper fails to execute a Service Agreement in conformance with its bid, Transporter may retain the payment in addition to any other remedies to which it may be entitled. If the existing Shipper matches the bid and continues its service, Transporter will return to the potential Shipper the payment. Transporter may reject all bids which would require Transporter to discount below a rate and discount term acceptable to Transporter.

- 21.6 Best Bids. For purposes of this section, the best bid shall be that bid which generates the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In utilizing the best bid for purposes of this Section 21, Shipper shall not be required to match any term exceeding ten (10) Years.
- 21.7 Failure to Execute. Failure of the existing Shipper to execute and return the new Service Agreement within fifteen (15) Days of receipt shall constitute an irrevocable waiver of such Shipper's right to match the bid; provided, however, Shipper shall not be required to match a rate higher than the maximum rate chargeable by Transporter for delivery to such Shipper's Point(s) of Delivery or a term greater than ten (10) Years.
- 21.8 Lack of Conforming Bids. If Transporter does not receive any bids pursuant to these provisions, or Transporter rejects all bids received pursuant to Section 21.5 above, Transporter shall so notify the existing Shipper within ten (10) Days following the

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**Substitute Original Sheet No. 305** Substitute Original Sheet No. 305 : Superseded  
Superseding: Original Sheet No. 305

GENERAL TERMS AND CONDITIONS  
(continued)

close of the bid period. If the existing Shipper is not willing to commit to pay the maximum rate, Shipper can initiate negotiations on the terms for an extension by giving Transporter written notice within ten (10) days after Transporter's notice. If Transporter and Shipper do not reach agreement on the terms and conditions under which service will be extended within the shorter of sixty (60) Days thereafter or the expiration date of the Service Agreement ("Negotiation Period"), then Shipper shall have no further rights under this Section 21 or 18 C.F.R. 284.221. During the Negotiation Period, the parties may freely negotiate the terms and conditions for continued service, including the effective rate, and if mutual agreement is reached, services shall be continued accordingly; provided, however, that Transporter shall have no obligation to agree to a rate lower than the maximum applicable rate.

22. ELECTRONIC BULLETIN BOARD:

22.1 General. Transporter shall maintain an Electronic Bulletin Board available to all Shippers and prospective Shippers, which shall contain information relevant to the availability of the services provided under this Tariff, in the manner and level of detail required by the Commission's regulations, as in effect from time to time. The following information will be accessible on the EBB: effective transportation rates; discount information; transactions with affiliates; information required by the Commission's Order Nos. 566, et seq.; storage capacity availability, levels of working Gas and injection/ withdrawal capability and schedules; major Receipt and Delivery Points; Gas control and operational issues; notices and information prescribed by various provisions of the Tariff, including, but not limited to, Sections 5.8 and 20; maintenance information; applicable fees and usage charges for the EBB charged by the EBB service provider; and general pipeline, Tariff and news issues. Data relating to available capacity will be posted on the EBB, such as whether it is firm or interruptible, locations at which it is available, amount at each location, person to contact for

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**Second Revised Sheet No. 306** Second Revised Sheet No. 306 : Superseded  
Superseding: First Revised Sheet No. 306

GENERAL TERMS AND CONDITIONS  
(continued)

further information or negotiation and applicable maximum rate. For offers to release and/or requests for releases, the notices and information required by Section 19 will be available on the EBB. The EBB will have interactive capability for the purposes of bidding on releases of capacity and posting releases of capacity and offers to purchase released capacity. The business practices of Transporter and those conducting transactions on Transporter's system shall comply with the GISB Standards. In addition to the GISB Standards reflected in other provisions of this Tariff, the following GISB Standards (which include definitions and data sets), Version 1.0, are incorporated herein by reference: 1.2.1, 1.2.2, 1.3.6, 1.3.15, 1.3.16, 1.3.21, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.19, 2.3.20, 2.3.22, 2.3.25, 2.3.27, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.4.1, 3.4.2, 3.4.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 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, 5.2.1, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16 and 5.4.17.

22.2 Access. Transporter shall accept data with a TCP/IP using PPP connection at Transporter's internet address. Transporter shall provide in writing its internet address to any person requesting in writing such address. Transporter also shall post its internet address on its EBB. The EBB shall be available on a nondiscriminatory basis to all parties which have compatible equipment for communication with remote computers using a conventional telephone system provided that such party has executed any required access agreement evidencing its agreement to comply with the terms and conditions for access and use of Transporter's EBB and been assigned a password. Thereafter, the EBB service provider will assign a

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Superseding: Sub Original Sheet No. 307

GENERAL TERMS AND CONDITIONS  
(continued)

actions as Transporter may allow, all in accordance with Shipper's Service Agreement and this Tariff; provided that Shipper shall have previously established a satisfactory credit appraisal (and maintains same) in accordance with Section 14.5, and Shipper and Transporter mutually agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish such actions in an electronic access agreement. In such case, any provisions of the Service Agreement or this Tariff requiring that the foregoing matters be in writing or written shall be deemed satisfied when accomplished by such electronic means. All other provisions requiring items of information to be in writing or written will remain unchanged.

22.6 NorAm EDGE. Transporter's EBB is called NorAm EDGE and it offers an electronic data interchange service which allows Shippers to electronically review, submit and/or confirm nomination and allocation information on an interactive basis. More information regarding this service is available by calling (318)429-3553.

22.7 Authority. Shippers and potential Shippers or their authorized agents who interface with Transporter using its internet address or who use Transporter's EBB shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Shippers or potential Shippers in performing any functions which are and may become available by virtue of such services, and Transporter shall be entitled to rely upon the actions of such representatives.

23. TRANSITION COSTS RECOVERY MECHANISM:

23.1 Unrecovered Purchased Gas Costs. Transporter shall, subject to receipt of necessary Commission authorization, from time to time, direct bill any unrecovered purchased gas costs posted to or reflected in Account No. 191 attributable to gas purchases by Transporter prior to implementation of restructured services pursuant to Order No. 636. From time to time as such costs are known and measurable such unrecovered gas costs shall be direct

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Original Sheet No. 308 Original Sheet No. 308 : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

billed to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such direct billed amounts shall be due ten (10) Days after the bills are rendered unless an amortization period has been mutually agreed to by Transporter and the affected Shipper(s). To the extent an amortization period is agreed to, Transporter shall also recover interest on uncollected amounts in accordance with Section 154.67(c) of the Commission's regulations. As out-of-period adjustments from suppliers attributable to purchases prior to implementation of restructured services pursuant to Order No. 636 are incurred, the direct billing mechanism will be adjusted to reflect such adjustment, subject to receipt of necessary Commission authorization. Transporter will post unrecovered purchased gas costs to Account No. 191 for a nine (9) Month period after the effective date of implementation of Transporter's restructured services pursuant to FERC Docket No. RS92-3. Transporter shall refund any net overrecoveries of purchased gas costs attributable to Gas purchased by Transporter prior to implementation of restructured services pursuant to Order No. 636. Such overrecovered amounts shall be refunded, within ninety (90) Days after such overrecoveries are known and measurable, to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such refund shall include interest calculated in accordance with Section 154.67(c) of the Commission's regulations.

23.2 Gas Supply Realignment Costs.

- (a) For purposes hereof, Gas Supply Realignment Costs ("GSR Costs") are those costs attributable to realigning Transporter's Gas supply contracts as permitted by Order No. 636, including, but not limited to, (i) costs incurred to reform or terminate contracts, (ii) costs incurred by Transporter ("Price Differential GSR Costs") representing the difference between the contract price under List A and List B Contracts (i.e.,

GENERAL TERMS AND CONDITIONS  
(continued)

basis, at Transporter's system cost of gas;  
and

- (iii) Transporter shall determine the amount of such working gas balance required for Transporter's Order No. 636 system operational use at the time of implementation of its Order No. 636 services. Such amount may be up to, but shall not exceed, 4 Bcf.
  - (b) The Rate Schedule FSS and NNTS Shippers shall be relieved of compliance with any otherwise applicable conditions and/or limitations under the applicable Rate Schedules to the extent required to permit such transfers.
  - (c) Storage balance costs shall be billed to each Rate Schedule FSS and NNTS Shipper within thirty (30) Days of Transporter's implementation of services pursuant to Order No. 636, and such amounts shall be due within ten (10) Days of the date that such bills are rendered.
  - (d) Any amounts not paid by Shipper when due shall accrue interest calculated in accordance with Section 154.67(c) of the Commission's Regulations from the date due until such amounts are paid.
- 23.5 Mitigation. The Commission has required Transporter to implement Straight Fixed Variable ("SFV") rate design. Transporter will reduce or mitigate any overall increase of 10% or greater in the aggregate share of Transporter's revenue requirement allocated to be recovered from all services provided to a Shipper which it would otherwise experience due to the change in rate design and the implementation of final rates in the Docket No. RS92-3 proceeding. To mitigate or reduce the increase overall to eight percent (8%), Transporter will permit the designation of seasonal Contract Demand levels for each affected Shipper in such Shipper's Service Agreement.

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**Second Revised Sheet No. 315** Second Revised Sheet No. 315 : Superseded  
Superseding: First Revised Sheet No. 315

GENERAL TERMS AND CONDITIONS  
(continued)

23.6 Exit Fee.

Transporter shall have the right to collect as part of an exit fee any remaining unrecovered purchased gas costs pursuant to Section 23.1 above, the GSR Costs, stranded costs and new facilities costs, upstream firm interstate transportation costs and other amounts related to services provided to Shippers, as Transporter and Shipper may agree.

23.7 IT Revenue Credit to Firm Transportation.

The maximum reservation charge under Rate Schedules FT and NNTS shall be adjusted by the IT Revenue Credit, which shall be determined by dividing the FT Excess Revenue Share (discussed at Section 23.2(b)(iv) above) by the total annual contract demand under Rate Schedules FT and NNTS (i.e., total Contract Demands and Contract Delivery Demands multiplied by twelve) in effect on January 1 of the Accrual Period as set out in Section 23.2(b)(iv). The IT Revenue Credit shall be calculated to include interest on the appropriate amounts, in accordance with Section 154.67(c)(2) of the Commission's regulations. The appropriate amount of FT Excess Revenue Share, if any, will be determined in accordance with the provisions of Section 23.2(b)(iv). Interest on such FT Excess Revenue Share will accrue from the end of its Accrual Period to the effective date of the IT Revenue Credit. Transporter shall file to make the IT Revenue Credit effective (April 1, 1996, and each April 1 thereafter) for the next succeeding twelve month period.

23.8 Excess ISS Revenues/Remaining ISS Costs.

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**Sub Second Revised Sheet No. 316** Sub Second Revised Sheet No. 316 : Superseded  
Superseding: First Revised Sheet No. 316

GENERAL TERMS AND CONDITIONS  
(continued)

Transporter shall compare total Rate Schedule ISS revenue during the twelve (12) months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule ISS, less applicable surcharges and variable costs associated with providing the service. The resulting amount defined as the "Excess ISS Revenues", or the "Remaining ISS Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.9, hereof, to determine the amount of Excess Interruptible Revenues, if any.

- 23.9 For purposes of the annual crediting filings set out in the General Terms and Conditions, Sections 5.7(c)(ii)(2)(B) (Imbalance Cash-Out), and Sections 23.2 (b)(iv) and 23.7 (IT and SBS Revenue Crediting), Transporter shall net Cash-Out Excess Revenues or Cash-Out Remaining Costs, Excess IT Revenues or Remaining IT Costs, Excess ISS Revenues or Remaining ISS Costs and Carryover Costs (as defined below). If the resulting net amount is an excess of revenues, it shall be defined as the "Excess Interruptible Revenues." If the Excess Interruptible Revenues are less than or equal to the Excess IT Revenues, then the IT Crediting Revenues shall be equal to the Excess Interruptible Revenues. If the Excess Interruptible Revenues exceed the Excess IT Revenues ("Remaining Interruptible Revenues"), then the IT Crediting Revenues shall be equal to the Excess IT Revenues and the "Cash-Out Crediting Revenues" shall be determined by multiplying the Remaining Interruptible Revenues by a fraction, the numerator of which is the Cash-Out Excess Revenues, if any, and the denominator of which is the Cash-Out Excess Revenues plus the Excess ISS Revenues. If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.67(c)(2) of the Commission's regulations, calculated from the end of the Accrual Period (defined in the Sections set out above) in which the Carryover Costs were incurred until the end of the next Accrual Period, shall be included in the next annual calculation performed under this Section 23.9.

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**Original Sheet No. 316A** Original Sheet No. 316A : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

24. ALLOCATION OF CAPACITY:

24.1 Order No. 636 Open Season. This section describes the procedures to be utilized by Transporter in assigning and allocating its transmission and storage capacity pursuant to the implementation of services under Order No. 636.

- (a) No-Notice Transportation Service: Transporter conducted a non-binding Open Season for requests for service under Rate Schedule NNTS from March 3 to March 16, 1993. Consistent with the terms of that Open Season, Transporter will assign available no-notice capacity first to converting firm bundled sales customers. In the event that sufficient capacity does not exist to fulfill all other requests for service, Transporter will assign the remaining available capacity to the request providing the greatest anticipated net present value, utilizing the interest rate prescribed in Section 154.67(c) of the Commission's regulations as a discount factor. Priority for requests having the same net present value will be determined by a lottery.

GENERAL TERMS AND CONDITIONS  
(continued)

- (b) Firm Storage Service: Transporter conducted a non-binding Open Season for requests for service under Rate Schedule FSS from March 3, to March 16, 1993. Consistent with the terms of that Open Season, Transporter will assign available firm storage capacity first to converting firm bundled sales customers. In the event that sufficient capacity does not exist to fulfill all other requests for service, Transporter will assign the remaining available capacity to the request providing the greatest anticipated net present value, utilizing the interest rate prescribed in Section 154.67(c) of the Commission's regulations as a discount factor. Priority for requests having the same net present value will be determined by a lottery.
- (c) Converting Firm Bundled Sales Customers: A converting sales customer must elect the type and mix of restructured services it deems necessary to duplicate its level of sales service at the time this Tariff becomes effective. The aggregate Contract Delivery Demand and/or Contract Demand applicable to such transportation service(s) shall be the same as the capacity previously reserved to provide the bundled sales service in effect the Day before the effective date of this Tariff. Any such capacity not requested and assigned under Rate Schedule NNTS pursuant to the Open Season referenced in Section 24.1 above, will be converted to Rate Schedule FT, accordingly.
- (d) Existing Firm Transportation Service: Transporter received no notification pursuant to Section 284.14(e) of the Commission's regulations from any Shippers currently receiving service under Transporter's Rate Schedule FT requesting reduction or termination of such Shippers' capacity entitlement. Accordingly, as of the effective date of Transporter's restructured services, existing Shippers under Rate Schedule FT will continue to utilize capacity previously committed to such

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP94-343-000

**Original Sheet No. 320** Original Sheet No. 320 : Superseded

GENERAL TERMS AND CONDITIONS  
(continued)

this FERC Gas Tariff; provided, however, such surcharge shall not be applicable to discounted transactions, except as expressly provided below, to Shippers which are interstate pipelines and that include in their rates a charge for RD&D by GRI, to the transportation of liquids and/or liquefiabiles and provided, further, that a GRI Surcharge shall not be applied to the same Quantity of Gas more than once.

25.2 Filing of GRI Rate Adjustment.

- (a) Effective Rate after GRI Rate Adjustment. Transporter's rates for service under Rate Schedules FT, IT and NNTS, shall include an increment for a GRI Reservation Surcharge and a GRI Commodity Surcharge for non-discounted transactions as stated on the Statement of Effective Rates and Charges for Transportation of Gas. Such GRI Surcharge shall be that increment which has been approved by Federal Energy Regulatory Commission orders approving GRI's RD&D expenditures.
- (b) Effective Date of Adjustment. The Effective Date of Adjustment for each GRI Rate Adjustment filed pursuant to this Article shall be the date specified in Transporter's filing and, to the extent practicable, shall be the first day of a month. The GRI Rate adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.
- (c) Filing Procedure: At least thirty days prior to the Effective Date of Adjustment, Transporter shall file with the Federal Energy Regulatory Commission and post, as defined in Section 154.16 of the Commission's Regulations, revised Tariff Sheets reflecting the Current GRI Rate Adjustment.

25.3 Disposition of Revenues Collected under GRI Rate Adjustment. Within fifteen days of the receipt of revenues under the GRI Rate Adjustment, Transporter shall remit to GRI the amounts collected, less any amounts properly payable to a Federal, state or local

Effective Date: 01/01/1996 Status: Effective  
FERC Docket: RP94-343-013

**Third Revised Sheet No. 325** Third Revised Sheet No. 325 : Superseded  
Superseding: Second Revised Sheet No. 325

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

C. 24-HOUR CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
Dispatcher Name Address  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Telecopier City State Zip

4. TERM:

Date Service is to commence \_\_\_\_\_ (If FSS, must commence on April 1)  
Date Service will terminate \_\_\_\_\_ (if IT-month-to-month evergreen is suggested) (If  
storage, \_\_\_\_\_ must terminate on March 31)  
\_\_\_\_\_

5. QUANTITIES:

For Rate Schedule FT:

Contract Demand \_\_\_\_\_ MMBtu/day  
Receipt Entitlement: Pooling Area  
\_\_\_\_\_ - \_\_\_\_\_ MMBtu/d  
\_\_\_\_\_ - \_\_\_\_\_ MMBtu/d  
\_\_\_\_\_ - \_\_\_\_\_ MMBtu/d

For Rate Schedule IT:

Maximum Contract Quantity \_\_\_\_\_ MMBtu/day

For Rate Schedule SBS option (check requested service(s) and specify maximum(s)):

\_\_\_\_\_ Advance Receipt Maximum Quantity \_\_\_\_\_ MMBtu  
\_\_\_\_\_ Advance Delivery Maximum Quantity \_\_\_\_\_ MMBtu

For Rate Schedule FSS:

Maximum Storage Quantity \_\_\_\_\_ MMBtu  
Maximum Injection Quantity \_\_\_\_\_ MMBtu/day  
Maximum Deliverability Quantity \_\_\_\_\_ MMBtu/day

For Rate Schedule ISS:

Interruptible Maximum Storage Quantity \_\_\_\_\_ MMBtu

6. RECEIPT AND DELIVERY POINTS:

A. Rate Schedule FT:

1. Receipt Points:

Primary Receipt Points with MRO(s)  
RP Name Meter No. Maximum Receipt  
Obligation

Pools with Receipt Quantity

Additional Individual Receipt Points with Receipt Quantity

Pools and  
Receipt

Note: Rate Schedule FT Shippers have access to all generally available  
Additional Individual Receipt Points, consistent with applicable  
Entitlements, through the nomination process.

2. Primary Delivery Points: Maximum Delivery  
Obligation

DP Name	Meter No.	Maximum Delivery Obligation
---------	-----------	--------------------------------

Effective Date: 01/01/1996 Status: Effective  
FERC Docket: RP94-343-013

**Second Revised Sheet No. 326** Second Revised Sheet No. 326 : Superseded  
Superseding: First Revised Sheet No. 326

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

B. Rate Schedule IT:

Points  
reflected  
Rate Schedule IT Shippers have access to all generally available Pools, physical Receipt  
and Delivery Points through the nomination process. If Shipper wants certain points  
on its Service Agreement, please specify.

7. Is Shipper requesting a selective discount? Yes \_\_\_\_\_ No

8. Are new/modified facilities required? Yes \_\_\_\_\_ No

If yes, please describe, and provide, if required, peak day and annual  
volumes to be transported.

9. REQUESTED FORM OF SERVICE:

A. NGPA SECTION 311 \_\_\_\_\_ (Subpart B) B. SECTION 284 G \_\_\_\_\_  
Designate "On behalf of" Entit(y) (ies) (BLANKET)

term. \_\_\_\_\_ Total quantities (MMBTU's) Shipper anticipates to be transported over contract

\* If LDC/Intrastate pipeline company will not be executing the Service Agreement, Shipper  
must provide an acceptable "on behalf of" letter to Transporter consistent with the  
current regulatory requirements.

10. Submission of deposit provided for in the General Terms and Conditions  
with Request: Yes \_\_\_\_\_ No

11. For requests for service pursuant to Rate Schedule IT or ISS, unless  
Shipper designates otherwise, Shipper's signature on its request shall  
constitute its agreement to execute a Service Agreement as provided in  
such Rate Schedules and to comply with the terms and conditions of  
Transporter's Tariff in the event that Transporter accepts its request. Yes \_\_\_\_\_ No

12. CAPACITY RELEASE

If request is being submitted in conjunction with a bid pursuant to a  
capacity release offer, please designate: Yes \_\_\_\_\_ No

Submitting executed Service Agreement with bid? Yes \_\_\_\_\_ No

OFFER NUMBER: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP94-343-000

Original Sheet No. 329 Original Sheet No. 329 : Superseded

NORAM GAS TRANSMISSION COMPANY

FORM OF REQUEST FOR POOLING SERVICE

Send To: NorAm Gas Transmission Company (NGT)  
P. O. Box 21734  
Shreveport, Louisiana 71151  
  
Attention: Transportation & Exchange Dept.  
Telecopier: (318)429-3965

CUSTOMER INFORMATION AND NOTICES

A.	SHIPPER	PERSON REQUESTING SERVICE (Complete only if different from PM)
	_____ Company Name	_____ Name/Title
	_____ Address(include street address for overnight deliveries)	_____ Company Name
	_____/_____/_____ City State Zip	_____ Address
	_____ Phone	_____/_____/_____ City State Zip
	_____ Telecopier	_____ Phone
	_____ Officer and Title (Signatory Party to Contracts)	_____ Telecopier
	_____ State of Incorporation	
B.	POOL SCHEDULES & GENERAL NOTICES	INVOICES & STATEMENTS
	_____ Name/Title	_____ Name/Title
	_____ Address	_____ Company Name
	_____/_____/_____ City State Zip	_____ Address
	_____ Phone	_____/_____/_____ City State Zip
	_____ Telecopier	
C.	24-HOUR CONTACT	
	_____ Dispatcher Name	_____ Address
	_____ Phone	_____/_____/_____ City State Zip
	_____ Telecopier	

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95- 53-000

**1st Rev Original Sheet No. 330** 1st Rev Original Sheet No. 330 : Superseded  
Superseding: Original Sheet No. 330

Form of Request for Pooling Service  
(Continued)

D. AGREEMENT TERMS:

Date Service is to commence \_\_\_\_\_

Rate Schedule SBS option: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes check requested service(s) and specify maximum(s):

\_\_\_\_\_ Advance Receipt Maximum Quantity \_\_\_\_\_ MMBtu

\_\_\_\_\_ Advance Delivery Maximum Quantity \_\_\_\_\_ MMBtu

E. Are New/Modified Facilities Required? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please describe.

F. Pool Manager must submit a complete credit application in the form provided for in  
Transporter's  
Tariff. Transporter shall have no obligation to accept Pool Manager's request for service  
or to  
perform service if Pool Manager has not qualified under Transporter's credit policies.

G. Unless Pool Manager designates otherwise, Pool Manager's signature below shall constitute  
its  
agreement to execute a Service Agreement as provided in Section 1( c) of Rate Schedule PS and  
to  
comply with the terms and conditions of Transporter's Tariff . Yes \_\_\_\_\_ No \_\_\_\_\_

H. Pool Manager shall provide, in writing, such other information as is required to comply  
with  
regulatory reporting and/or filing requirements and Transporter's Tariff.

Pool Manager or Pool Manager's agent by its signature, certifies to Transporter (1) that it  
has  
good title to the gas or a current contractual right to acquire title or the full right to  
deliver  
all Gas delivered or caused to be delivered, and (2) that it has entered into all  
necessary  
arrangements to assure that upstream and downstream transportation will be in place prior to  
the  
commencement of the requested service.

Pool Manager or Pool Manager's agent also certifies that the information herein is complete  
and  
accurate to the best of Pool Manager's knowledge, information and belief.

By \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP94-343-000

Original Sheet No. 331 Original Sheet No. 331 : Superseded

FORM OF CREDIT APPLICATION

NORAM GAS TRANSMISSION COMPANY  
("NGT")  
C R E D I T A P P L I C A T I O N

General Information  
-----

Applicant's Legal Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_  
Business Entity:  Corporation  Partnership  Other \_\_\_\_\_  
Type of Business:  Producer  Marketer  End User  LDC  Other \_\_\_\_\_  
List parent corporation (if Applicant is a subsidiary company) \_\_\_\_\_  
or general Partners (if Applicant is a partnership) \_\_\_\_\_

Bank Reference (or other financing source):

Bank Name \_\_\_\_\_ Bank Account No. \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Trade References (please provide two)

Company Name \_\_\_\_\_ Company Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Additional Information

Estimate of activity under all Service Agreements with NGT:

	PS	IT	FT	NNTS	ISS	FSS
Estimated Monthly Volume (MMBtu)	_____	_____	_____	_____	_____	_____
Estimated Monthly Charges	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Date Service Requested ==>	_____					

Effective Date: 04/01/1996 Status: Effective  
FERC Docket: RP96-200-002

**Second Revised Sheet No. 334A** Second Revised Sheet No. 334A : Superseded  
Superseding: First Revised Sheet No. 334A

[FRONT]

TSA No.:

FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between NorAm Gas Transmission Company ("NGT"), a Delaware corporation ("Transporter"), and a \_\_\_\_\_ [corporation] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper:

Address for Notices to Transporter:

Facsimile No.:

Facsimile No.:

Address for Invoices to Shipper:

Address for Payments to Transporter:

2) TERMS, REGULATORY AUTHORITY, CONTRACT DEMAND AND RECEIPT ENTITLEMENTS:

Term: Effective Date: \_\_\_\_\_  
End Date: \_\_\_\_\_  
\_\_\_\_\_

Regulatory Authority: (designate one)

Part 284, Subpart B \_\_\_\_\_

Part 284, Subpart G \_\_\_\_\_

Contract Demand: \_\_\_\_\_ MMBtu/d;

Receipt Entitlement(s): Pooling Area \_\_\_\_\_ - \_\_\_\_\_ MMBtu/d.

3) RECEIPT AND DELIVERY POINTS:

Receipt Point(s): \_\_\_\_\_ [MRO] [Receipt Quantity] (as applicable) (MMBtu/d)

[Must designate which receipts applicable to storage.]

Primary Delivery Point(s): \_\_\_\_\_

MDO (MMBtu/d)

4) RATE:

Unless Transporter agrees in writing otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto: ]

6) SIGNATURE:

gas, This Agreement constitutes a contract with Transporter for the transportation of natural  
any subject to the terms and conditions appearing on the face and reverse side hereof and  
Agreement. attachments, all of which are incorporated herein by reference and made part of this

SHIPPER

NORAM GAS TRANSMISSION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Effective Date: 04/01/1996 Status: Effective  
FERC Docket: RP96-200-002

**Second Revised Sheet No. 334D** Second Revised Sheet No. 334D : Superseded  
Superseding: First Revised Sheet No. 334D

[FRONT]

TSA No.: \_\_\_\_\_

INTERRUPTIBLE (RATE SCHEDULE IT)  
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between NorAm Gas Transmission Company ("NGT"), a Delaware corporation ("Transporter"), and a \_\_\_\_\_ [corporation] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper:

Address for Notices to Transporter:

\_\_\_\_\_

\_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Address for Invoices to Shipper:

Address for Payments to Transporter:

\_\_\_\_\_

\_\_\_\_\_

2) TERMS, REGULATORY AUTHORITY, AND MAXIMUM CONTRACT QUANTITY:

Term: Effective Date: \_\_\_\_\_

End Date: \_\_\_\_\_

\_\_\_\_\_

Regulatory Authority: (designate one)  
Part 284, Subpart B \_\_\_\_\_

Part 284, Subpart G

Maximum Contract Quantity: \_\_\_\_\_ MMBt/d]

3) RECEIPT AND DELIVERY POINTS:

Receipt Point(s):

Receipt Quantity (MMBtu/d)

Delivery Point(s):

Maximum Delivery Quantity (MMBtu/d)

4) RATE:

Unless Transporter agrees in writing otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto: ]

6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and

any

attachments, all of which are incorporated herein by reference and made part of this Agreement.

SHIPPER

NORAM GAS TRANSMISSION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Effective Date: 01/01/1996 Status: Effective  
FERC Docket: RP94-343-013

**Second Revised Sheet No. 342** Second Revised Sheet No. 342 : Superseded  
Superseding: First Revised Sheet No. 342

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
(Continued)

EXHIBIT A  
Page 1 of 2

TO THE AGREEMENT BETWEEN NGT

AND \_\_\_\_\_,  
DATED \_\_\_\_\_

Rate Schedule: [NNTS] [FSS] [ISS]

Term: Begin: \_\_\_\_\_ [Must be April 1 for NNTS, FSS]

End: \_\_\_\_\_ [Must be March 31 for NNTS, FSS, ISS]

Quantities: [If NNTS: Contract Delivery Demand \_\_\_\_\_ MMBtu/d  
Receipt Entitlement(s): (designate with MMBtu/d  
for each)]

[If FSS: Maximum Storage Quantity \_\_\_\_\_ MMBtu]  
Maximum Injection Quantity \_\_\_\_\_ MMBtu/day  
Maximum Deliverability Quantity \_\_\_\_\_  
MMBtu/day]

[If ISS: Interruptible Maximum Storage Quantity  
\_\_\_\_\_ MMBtu/day]

Regulatory Authority: Title 18 C.F.R. Part 284, Subpart[B] [G]

Notices To Shipper:

To Transporter: NorAm Gas Transmission Company

Payments:  
P. O. Box 200334  
Dallas, Texas 75320-0334

Effective Date: 01/01/1996 Status: Effective  
FERC Docket: RP94-343-013

**Second Revised Sheet No. 344** Second Revised Sheet No. 344 : Superseded  
Superseding: First Revised Sheet No. 344

TRANSPORTATION SERVICE AGREEMENT  
(Continued)

EXHIBIT B

POINT(S) OF RECEIPT

RECEIPT POINTS BY POOLING AREA

\_\_\_\_ Pooling Area (\_\_\_\_MMBtu/d)

[If Primary Receipt  
Point(s):  
Maximum Receipt  
Obligation  
(MMBtu/d)]\*  
[Receipt Quantity  
(MMBtu/d)]

[Specific Points]  
[Pools]

[If NNTS, must designate which receipts applicable to flowing  
supplies.]

[\* On any Day, Transporter shall not be obligated to receive  
a cumulative quantity from all Receipt Points in excess of  
the Contract Delivery Demand.]

SIGNED FOR IDENTIFICATION

DATED: \_\_\_\_\_

TRANSPORTER: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED: \_\_\_\_\_

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-013

**Second Revised Sheet No. 345** Second Revised Sheet No. 345 : Superseded  
Superseding: First Revised Sheet No. 345

TRANSPORTATION SERVICE AGREEMENT  
(Continued)

EXHIBIT C

POINT(S) OF DELIVERY

DELIVERY POINTS

[If Primary Delivery  
Point:  
Maximum Delivery  
Obligation (MMBtu/D)]\*

[\* The aggregate of the Maximum Delivery Obligations shown  
for all points shall not exceed the Contract Delivery  
Demand.]

SIGNED FOR IDENTIFICATION

DATED: \_\_\_\_\_

TRANSPORTER: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED: \_\_\_\_\_

Effective Date: 08/01/1995 Status: Effective  
FERC Docket: RP95- 53-000

**Original Sheet No. 347A** Original Sheet No. 347A : Superseded

FORM OF  
POOLING SERVICE AGREEMENT  
(continued)

EXHIBIT A  
TO THE AGREEMENT  
BETWEEN NGT AND

\_\_\_\_\_ DATED  
\_\_\_\_\_

Rate Schedule SBS service [specify applicable quantity(ies)]

[Maximum Advance Receipt Quantity \_\_\_\_\_ MMBtu]  
[Maximum Advance Delivery Quantity \_\_\_\_\_ MMBtu]

1. Service shall be provided on a fully interruptible basis pursuant to Rate Schedule SBS and this Agreement shall be subject to the provisions of such Rate Schedule as well as the General Terms and Conditions of Transporter's Tariff (as on file and in effect from time to time), all of which by this reference are made part hereof.
2. Pool Manager shall pay to Transporter any and all rates, charges, fees, taxes, assessments or surcharges applicable to services provided under Rate Schedule SBS as provided for in said Rate Schedule or otherwise in Transporter's Tariff.

SIGNED FOR IDENTIFICATION

DATE: \_\_\_\_\_

TRANSPORTER: \_\_\_\_\_

POOL MANAGER: \_\_\_\_\_

[SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_]

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP94-343-000

**Original Sheet No. 348** Original Sheet No. 348 : Superseded

FORM OF PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by NorAm Gas Transmission Company ("NGT") and \_\_\_\_\_ ("PDA Operator") to be effective \_\_\_\_\_.

Whereas, from time to time, quantities of Gas are received into NGT's system at the interconnection(s) between NGT's facilities and facilities owned and/or operated by PDA Operator at location(s) listed on Exhibit A hereto.

Whereas, NGT and PDA Operator desire to reach an agreement on the allocation methodology of Gas received by NGT at those interconnection(s).

NOW, THEREFORE, NGT and PDA Operator agree that such receipts will be allocated using the following method:

In the event that the foregoing method results in Monthly Imbalances at the location(s) listed on Exhibit A hereto which are not allocated by PDA Operator to one or more valid Service Agreements, PDA Operator and NGT shall cash-out such Imbalances at the price and in the manner provided in Section 5.7(c) (ii) of the General Terms and Conditions of NGT's Tariff, or successor provisions thereto. For purpose hereof, an Imbalance shall mean the difference between the quantities of gas which NGT receives at the interconnections specified on Exhibit A and the quantities nominated and allocated to valid Service Agreements by PDA Operator at any time or during any period. A Monthly Imbalance shall mean the Imbalance existing at the conclusion of any Service Month under this Agreement. PDA Operator shall be required to comply with the provisions of Section 14 of the General Terms and Conditions of NGT's Tariff. For purposes of Section 14.5 thereof, NGT may require security as provided for therein based on charges which may be assessed hereunder. All terms used herein with capital letters shall have the meanings ascribed to them in NGT's Tariff, unless otherwise provided herein. The existence or operation of this Agreement shall at no time undermine or jeopardize NGT's ability to maintain system and segment operations and integrity in accordance with the provisions of its Tariff, including, but not limited to, Section 20 (or any successor provisions) of the

Effective Date: 02/01/1995 Status: Effective  
 FERC Docket: RP94-343-000

Original Sheet No. 352 Original Sheet No. 352 : Superseded

INDEX OF FIRM SUBSCRIBERS  
 (Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001114	ARKANSAS LA GAS COMPANY	FT	11/1/1993	3/30/1994
1001130	ARKANSAS LA GAS COMPANY	FT	11/1/1993	1/31/1995
1001137	ARKANSAS LA GAS COMPANY	FT	11/1/1993	1/31/1994
1001163	ARKANSAS LA GAS COMPANY	FT	11/1/1993	1/31/1995
1001164	ARKANSAS LA GAS COMPANY	FT	11/1/1993	1/31/1995
1001192	ARKANSAS LA GAS COMPANY	FT	11/1/1993	1/31/1995
1000529	ARKANSAS LIME CO	FT	1/1/1989	12/31/1995
1001333	ARKANSAS STATE UNIVERSITY	FT	7/1/1994	6/30/1995
1001195	ARKANSAS STATE UNIVERSITY	FT	11/1/1993	6/30/1994
1000198	ARKANSAS STEEL ASSOCIATES	FT	1/1/1987	12/31/1995
1001098	ARKAT FEED DUMAS ARK	FT	11/1/1993	8/31/1994
1001073	ARNOLD M	FT	11/1/1993	10/31/1995
1000455	ASHGROVE CEMENT CO	FT	3/1/1989	2/28/1994
1001337	ASSOCIATED GAS SERVICES, INC.	FT	7/20/1994	7/31/1994
1001092	ASSOCIATED NATURAL GAS CO	FT	11/1/1993	10/31/1995
1001285	ASSOCIATED NATURAL GAS INC	FT	3/1/1994	3/31/1994
1000896	ASSOCIATED NATURAL GAS INC	FT	12/1/1992	3/31/1995
1001106	BAPTIST MEDICAL CENTER	FT	11/1/1993	12/31/1994
1001148	BAR-5 FOODS	FT	11/1/1993	8/31/1994
1000813	BEAIRD INDUSTRIES INC	FT	12/1/1991	11/30/1994
1000179	BERRY PETROLEUM COMPANY	FT	1/1/1987	12/31/1995
1001191	BIBLER BROTHER #2	FT	11/1/1193	8/31/1994
1001119	BIG RIVER ZINC CORPORATION	FT	11/1/1993	10/31/1995
1000205	BORAL GYPSUM INC	FT	1/1/1987	12/31/1995
1001031	BOSTON GAS COMPANY	FT	11/1/1993	11/1/1998
1001088	BROUK COMPANY	FT	11/1/1993	10/31/1995
1001218	BURLINGTON INDUSTRIES	FT	11/1/1993	7/31/1994
1001133	C P S CHEMICALS CO	FT	11/1/1993	2/28/1994
1001145	CAMERON UNIVERSITY - LAWTON, OK	FT	11/1/1993	8/31/1994
1001169	CASE J I	FT	11/1/1993	1/31/1995
1001123	CEDAR CHEMICAL	FT	11/1/1993	9/30/1994
1001071	CERRO COPPER PRODUCTS COMPANY	FT	11/1/1993	10/31/1995
1000606	CHICOPEE MANUFACTURING CORP	FT	3/1/1989	3/1/1993
1001079	CITY OF AUGUSTA	FT	11/1/1993	10/31/1995
1001080	CITY OF BISMARCK	FT	11/1/1993	10/31/1995
1001081	CITY OF CHESTER	FT	11/1/1993	10/31/1995
1001083	CITY OF DES ARC	FT	11/1/1993	10/31/1995
1001084	CITY OF HAZEN	FT	11/1/1993	10/31/1995
1001085	CITY OF POTOSI	FT	11/1/1993	10/31/1995
1001069	CITY OF RED BUD	FT	11/1/1993	10/31/1995

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP94-343-000

Original Sheet No. 353 Original Sheet No. 353 : Superseded

INDEX OF FIRM SUBSCRIBERS  
(Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001173	CITY OF STERLING, KS	FT	11/1/1993	8/31/1994
1001095	CITY OF WATERLOO	FT	11/1/1993	10/31/1995
1001286	CITY OF WILLOW	FT	9/1/1993	8/31/1994
1001268	CITY OF WINFIELD, KANSAS	FT	9/1/1993	7/31/1996
1000805	CITY OF WINNFIELD	FT	11/1/1991	3/31/1994
1001249	CITY UTILITIES OF SPRINGFIELD	FT	12/1/1993	3/31/1994
1001030	CITY UTILITIES OF SPRINGFIELD	FT	11/1/1993	10/31/2003
1000441	COASTAL GAS MARKETING	FT	3/16/1989	6/30/1992
1000719	COASTAL GAS MARKETING	FT	1/1/1991	10/1/1999
1001332	COASTAL GAS MARKETING	FT	7/1/1994	7/31/1994
1000207	COGENERATION PLANT INC	FT	1/1/1987	12/31/1995
1001172	COLEMAN COMPANY (THE)	FT	11/1/1993	4/30/1995
1001194	COLEMAN DAIRY INC	FT	11/1/1993	8/31/1994
1001155	COLEMAN HEAT & TREATING	FT	11/1/1993	8/31/1994
1000506	COLUMBIAN CHEMICALS COMPANY	FT	1/1/1989	12/31/1995
1001146	COMANCHE COUNTY MEMORIAL HOSPITAL	FT	11/1/1993	4/30/1995
1000402	CONAGRA	FT	8/1/1988	12/31/1995
1001001	CONAGRA	FT	7/1/1993	6/30/1994
1000986	CONAGRA	FT	6/1/1993	5/31/1994
1000987	CONAGRA	FT	6/1/1993	5/31/1994
1001289	CONAGRA	FT	4/1/1994	1/31/1995
1001300	CONAGRA	FT	5/1/1994	4/30/1995
1001158	CONTINENTAL GRAIN	FT	11/1/1993	8/31/1994
1001165	CONWAY HUMAN DEVELOPMENT CENTER	FT	11/1/1993	6/1/1994
1000181	COOPER TIRE & RUBBER CO	FT	1/1/1987	12/31/1995
1000182	CROSS OIL AND REFG CO	FT	1/1/1987	1/1/1989
1001143	CUMMINS CONSTRUCTION CO	FT	11/1/1993	10/30/1994
1001136	DARLING STORE FIXTURES	FT	11/1/1993	12/31/1994
1001311	DELHI GAS MARKETING CORPORATION	FT	5/1/1994	5/31/1994
1001140	DELTA INC OF ARKANSAS	FT	11/1/1993	12/31/1994
1001061	DOCTORS HOSPITAL	FT	10/1/1993	10/31/1993
1001089	DOE RUN INC	FT	11/1/1993	10/31/1995
1001160	E C ROWLETT CONSTRUCTION CO INC	FT	11/1/1993	11/30/1994
1001147	EAGLE IRON INC	FT	11/1/1993	12/31/1995
1001144	EAST CENTRAL UNIVERSITY	FT	11/1/1993	8/31/1994
1001151	EASTERN OK STATE COLLEGE	FT	11/1/1993	8/31/1994
1000184	EL DORADO CHEMICAL CO	FT	1/1/1987	12/31/1995
1001152	ELECTRON CORPORATION	FT	11/1/1993	12/31/1994

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP94-343-000

Original Sheet No. 354 Original Sheet No. 354 : Superseded

INDEX OF FIRM SUBSCRIBERS  
(Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001184	EMCO J P	FT	11/1/1993	1/31/1995
1000480	EMERSON ELECTRIC CO	FT	3/1/1989	12/31/1995
1001153	ENSCO	FT	11/1/1993	10/31/1994
1001313	EQUITABLE RESOURCES MARKETING CO.	FT	5/1/1994	5/30/1994
1000811	ETHYL CORPORATION	FT	12/1/1991	12/31/1995
1000956	FALLING TREE ENTERPRISES INC	FT	2/1/1993	12/31/1994
1001150	FARM FRESH FOODS	FT	11/1/1993	2/27/1994
1001127	FIRESTONE TUBE COMPANY	FT	11/1/1993	7/31/1994
1001060	FORDYCE PICTURE FRAME	FT	10/1/1993	2/28/1994
1001231	FORT SILL ARMY AMMUNITION PLANT	FT	11/1/1993	10/31/1994
1001211	G S ROOFING PRODUCTS COMPANY INC	FT	11/1/1993	7/31/1994
1000193	GAYLORD CONTAINER CORP	FT	1/1/1987	12/31/1995
1001199	GENCORP AUTOMOTIVE	FT	11/1/1993	4/30/1994
1001113	GENERAL CHEMICAL CORP	FT	11/1/1993	10/31/1995
1001200	GENERAL ELECTRIC	FT	11/1/1993	9/30/1994
1000662	GEO SPECIALTY CHEMICALS	FT	10/1/1990	12/31/1995
1000195	GEORGIA PACIFIC CORPORATION	FT	1/1/1987	12/31/1995
1000427	GEORGIA PACIFIC CORPORATION	FT	1/1/1989	12/31/1995
1001183	GOODYEAR TIRE & RUBBER COMPANY	FT	11/1/1993	2/28/1995
1000187	GREAT LAKES CHEMICAL	FT	1/1/1987	12/31/1995
1001171	GREDE FOUNDRIES	FT	11/1/1993	9/30/1994
1001239	GREELEY GAS COMPANY	FT	9/1/1993	3/31/2003
1001240	GREELEY GAS COMPANY	FT	9/1/1993	3/31/2003
1001206	HALSTEAD METAL	FT	11/1/1993	8/31/1994
1001072	HARCROS PIGMENTS, INC.	FT	11/1/1993	10/31/1995
1001035	HELENA COTTON OIL COMPANY	FT	10/1/1993	9/30/1994
1001209	HILLS VALLEY FOODS INC	FT	11/1/1993	8/31/1994
1001129	HOGAN CONSTRUCTION	FT	11/1/1993	8/31/1994
1001204	HOOVER TREATED	FT	11/1/1993	9/30/1994
1001212	HUDSON FOODS INC	FT	11/1/1993	8/31/1994
1001111	ILLINOIS POWER COMPANY	FT	11/1/1993	10/31/1995
1000605	INTERNATIONAL PAPER COMPANY	FT	5/1/1989	12/31/1995
1000826	INTERSEARCH CORP	FT	1/1/1992	6/30/1993
1001198	J & B FARMS	FT	11/1/1993	8/31/1994
1001216	JEFFERSON REGIONAL MEDICAL CENTER	FT	11/1/1993	8/31/1994
1001090	JEFFERSON SMURFIT CORP	FT	11/1/1993	10/31/1995
1001149	JOB CONSTRUCTION CO.	FT	11/1/1993	8/31/1994
1001175	KANSAS NEWMAN COLLEGE	FT	11/1/1993	4/30/1995

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP94-343-000

Original Sheet No. 355 Original Sheet No. 355 : Superseded

INDEX OF FIRM SUBSCRIBERS  
(Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001309	KOCH GAS SERVICES COMPANY	FT	5/1/1994	7/31/1994
1001290	KOCH GAS SERVICES COMPANY	FT	4/2/1994	4/30/1994
1001203	KOPPERS	FT	11/1/1993	8/31/1994
1001070	LACLEDE GAS COMPANY	FT	11/1/1993	10/31/1995
1001220	LADISH INC	FT	11/1/1993	6/30/1994
1001074	LAROCHE INDUSTRIES INC	FT	11/1/1993	10/31/1995
1000190	LION OIL COMPANY	FT	1/1/1987	12/31/1995
1001223	LORAL VOUGHT SYSTEMS	FT	11/1/1993	8/31/1994
1000260	LOUISIANA GAS SERVICE CO	FT	9/3/1987	7/31/1994
1001179	MACK ALFORD CORRECTIONAL CENTER	FT	11/1/1993	8/31/1994
1001205	MACMILLAN BLOEDEL	FT	11/1/1993	2/28/1994
1001026	MANGUM BRICK COMPANY	FT	9/1/1993	8/31/1994
1001141	MARATHON OIL CO	FT	11/1/1993	7/31/1994
1001109	MAYBELLINE PRODUCTS COMPANY INC	FT	11/1/1993	8/31/1994
1001232	MCALESTER ARMY AMMUNITION PLANT	FT	11/1/1993	10/31/1994
1001186	MCALESTER REGIONAL HOSPITAL	FT	11/1/1993	11/30/1994
1001168	MEDICAL CENTER - MCSA	FT	11/1/1993	12/31/1994
1001185	MEDISOURCE	FT	11/1/1993	3/31/1995
1001134	MID-SOUTH MANUFACTURING INC	FT	11/1/1993	11/30/1993
1000435	MINNESOTA MINING & MFG COMPANY	FT	1/1/1989	12/31/1995
1001076	MISSISSIPPI LIME CO	FT	11/1/1993	10/31/1995
1001221	MONROE AUTO EQUIPMENT COMPANY	FT	11/1/1993	8/31/1994
1001244	MRT ENERGY MARKETING COMPANY	FT	11/15/1993	11/30/1993
1001293	MRT ENERGY MARKETING COMPANY	FT	4/2/1994	4/30/1994
1001294	MRT ENERGY MARKETING COMPANY	FT	4/2/1994	4/30/1994
1001295	MRT ENERGY MARKETING COMPANY	FT	4/2/1994	4/30/1994
1001298	MRT ENERGY MARKETING COMPANY	FT	4/2/1994	4/30/1994
1001120	NATIONAL STEEL CORPORATION	FT	11/1/1993	10/31/1995
1001075	NATURAL GAS IMPROVEMENT DISTRICT #2	FT	11/1/1993	10/31/1995
1001091	NESCO STEEL BARREL CO	FT	11/1/1993	10/31/1995
1000881	NJR ENERGY CORPORATION	FT	11/1/1992	10/31/1993
1001236	NJR ENERGY CORPORATION	FT	11/1/1993	10/31/1994
1000567	NORAM ENERGY SERVICES INC	FT	8/1/1989	7/31/1995
1000688	NORAM ENERGY SERVICES INC	FT	10/26/1990	10/31/1996
1000691	NORAM ENERGY SERVICES INC	FT	9/1/1990	12/31/1994
1000715	NORAM ENERGY SERVICES INC	FT	4/1/1991	9/30/1993
1000721	NORAM ENERGY SERVICES INC	FT	5/1/1991	4/30/1996
1000729	NORAM ENERGY SERVICES INC	FT	5/1/1991	5/31/1994

Effective Date: 02/01/1995 Status: Effective  
 FERC Docket: RP94-343-000

Original Sheet No. 356 Original Sheet No. 356 : Superseded

INDEX OF FIRM SUBSCRIBERS  
 (Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1000755	NORAM ENERGY SERVICES INC	FT	1/1/1991	5/21/1997
1000777	NORAM ENERGY SERVICES INC	FT	10/1/1991	10/1/1994
1000783	NORAM ENERGY SERVICES INC	FT	4/1/1992	8/31/2002
1000786	NORAM ENERGY SERVICES INC	FT	9/1/1991	8/31/1993
1000799	NORAM ENERGY SERVICES INC	FT	11/1/1991	10/31/1996
1000801	NORAM ENERGY SERVICES INC	FT	11/1/1991	9/30/1993
1000804	NORAM ENERGY SERVICES INC	FT	11/1/1991	10/30/1996
1000822	NORAM ENERGY SERVICES INC	FT	12/17/1991	12/31/1993
1000851	NORAM ENERGY SERVICES INC	FT	6/1/1992	5/31/1993
1000859	NORAM ENERGY SERVICES INC	FT	6/1/1992	5/31/1994
1000887	NORAM ENERGY SERVICES INC	FT	11/1/1992	10/31/1994
1000889	NORAM ENERGY SERVICES INC	FT	11/1/1992	10/31/1994
1001002	NORAM ENERGY SERVICES INC	FT	7/1/1993	10/31/1996
1001063	NORAM ENERGY SERVICES INC	FT	10/1/1993	6/30/2001
1001065	NORAM ENERGY SERVICES INC	FT	10/1/1993	9/1/1994
1001252	NORAM ENERGY SERVICES INC	FT	11/1/1993	8/31/1994
1001258	NORAM ENERGY SERVICES INC	FT	12/1/1993	7/31/1994
1001267	NORAM ENERGY SERVICES INC	FT	1/7/1994	3/31/1994
1001275	NORAM ENERGY SERVICES INC	FT	2/1/1994	2/28/1994
1001323	NORAM ENERGY SERVICES INC	FT	6/1/1994	7/31/1996
1001159	NORANDAL	FT	11/1/1993	8/31/1994
1001254	OKLAHOMA INVESTMENT CASTING	FT	12/1/1993	8/31/1994
1001180	OKLAHOMA STATE PENITENTIARY	FT	11/1/1993	8/31/1994
1001181	OKLAHOMA STATE REFORM	FT	11/1/1993	8/31/1994
1001037	PACE INDUSTRIES, INC.	FT	10/1/1993	8/31/1994
1001174	PEPSI COLA BOTTLING CO	FT	11/1/1993	1/31/1995
1001202	PHILIPS LIGHTING	FT	11/1/1993	8/31/1994
1001217	PINE BLUFF SAND & GRAVEL	FT	11/1/1993	11/30/1993
1001099	PIRELLI ARMSTRONG TIRE CORPORATION	FT	11/1/1993	8/31/1994
1001139	POLYVEND, INC.	FT	11/1/1993	8/31/1994
1000154	POTLATCH CORPORATION	FT	7/30/1986	12/31/1996
1001196	PRODUCERS RICE MILL	FT	11/1/1993	10/31/1994
1000197	QUINCY SOYBEAN COMPANY OF ARKANSAS	FT	1/1/1987	12/31/1995
1001132	R M COURSON INC	FT	11/1/1993	6/30/1994
1001142	REMINGTON ARMS	FT	11/1/1993	11/30/1994
1000223	REYNOLDS METALS CO	FT	2/12/1987	7/31/1994
1001077	RHEOX, INC.	FT	11/1/1993	10/31/1995
1000199	RICELAND FOODS	FT	1/1/1987	12/31/1995

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP94-343-000

Original Sheet No. 357 Original Sheet No. 357 : Superseded

INDEX OF FIRM SUBSCRIBERS  
(Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001201	RICELAND FOODS	FT	11/1/1993	11/30/1993
1001219	RINGIER AMERICA	FT	11/1/1993	8/31/1994
1001312	RIVIANNA FOODS, INC	FT	5/1/1994	4/30/1995
1001178	SAFELITE GLASS CORP	FT	11/1/1993	4/30/1995
1001299	SEAGULL MARKETING SERVICES, INC.	FT	4/9/1994	4/30/1994
1001157	SMI STEEL - MAGNOLIA	FT	11/1/1993	11/30/1994
1001197	SMITH FIBERGLASS	FT	11/1/1993	8/31/1994
1001187	SMOKY HOLLOW FOODS	FT	11/1/1993	8/31/1994
1001277	SONAT MARKETING COMPANY	FT	2/1/1994	2/28/1994
1001051	SONAT MARKETING COMPANY	FT	10/1/1993	10/30/1993
1001112	SOUTHERN COTTON OIL COMPANY	FT	11/1/1993	10/31/1994
1001182	SOUTHWESTERN OKLAHOMA STATE COLLEGE	FT	11/1/1993	8/31/1994
1001096	SPECTRULITE CONSORTIUM, INC.	FT	11/1/1993	10/31/1995
1001161	ST JOSEPH'S REGIONAL HEALTH CENTER	FT	11/1/1993	8/31/1994
1001215	ST. BERNARD REGIONAL MEDICAL CENTER	FT	11/1/1993	11/30/1994
1001124	ST. VINCENT INFIRMARY	FT	11/1/1993	6/30/1994
1000200	STANDARD RENDERING	FT	1/1/1987	12/31/1995
1001170	STERLING COLLEGE	FT	11/1/1993	4/30/1995
1001078	STERLING STEEL FOUNDRY	FT	11/1/1993	10/31/1995
1001131	STONE CONTAINER CORPORATION	FT	11/1/1993	11/30/1994
1001108	STRATEGIC ENERGY LTD.	FT	11/1/1993	10/31/1995
1001214	SUNBEAM OUTDOOR PRODUCTS	FT	11/1/1993	8/31/1994
1001190	SUPERIOR GRAPHITE COMPANY	FT	11/1/1993	7/31/1994
1000988	SWIFT/ECKRICH CO. DIV. OF CONAGRA	FT	5/24/1993	5/31/1995
1001334	TABER METALS	FT	7/1/1994	6/30/1995
1001207	TABER METALS LP	FT	11/1/1993	6/30/1994
1000426	TEMPLE-INLAND FOREST PRODUCTS	FT	1/1/1989	12/31/1995
1000627	TEXACO GAS MARKETING INC	FT	8/1/1990	12/1/1993
1001110	THE CELOTEX CORPORATION	FT	11/1/1993	2/28/1995
1001235	TIDEWEST TRADING & TRANSPORT CO	FT	11/1/1993	1/30/1994
1001193	TIMEX CORPORATION	FT	11/1/1993	8/31/1994
1001116	TOKUSEN U S A INC	FT	11/1/1993	8/31/1994
1001154	TOWNSENDS OF ARKANSAS INC	FT	11/1/1993	8/31/1994
1001033	TRANSOK GAS COMPANY	FT	12/1/1993	11/30/1996
1000863	TXG GAS MARKETING COMPANY	FT	8/1/1992	7/31/1994
1000306	TYSON FOODS, INC.	FT	8/15/1987	12/31/1995
1001039	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001040	TYSON FOODS, INC.	FT	10/1/1993	11/30/1994

Effective Date: 02/01/1995 Status: Effective  
 FERC Docket: RP94-343-000

Original Sheet No. 358 Original Sheet No. 358 : Superseded

INDEX OF FIRM SUBSCRIBERS  
 (Continued)

Contract	Shipper Name	Rate Schedule	Contract Date	Primary Term Date
1001041	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001042	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001043	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001055	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001056	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001057	TYSON FOODS, INC.	FT	10/1/1993	11/30/1994
1001058	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001059	TYSON FOODS, INC.	FT	10/1/1993	8/31/1994
1001118	UNION ELECTRIC COMPANY	FT	11/1/1993	10/31/1995
1001087	UNION GAS COMPANY OF ARKANSAS INC	FT	11/1/1993	10/31/1995
1000327	UNION NAT GAS CO	FT	1/1/1988	12/31/1988
1000503	UNION NAT GAS CO	FT	9/18/1989	9/17/1994
1001082	UNION PACIFIC CORPORATION	FT	11/1/1993	10/31/1995
1001086	UNITED CITIES GAS CO.	FT	11/1/1993	10/31/1995
1000580	UNITED STATES GYPSUM CO	FT	5/1/1990	4/30/1994
1001222	UNIVERSITY OF ARKANSAS LITTLE ROCK	FT	11/1/1993	6/30/1994
1001166	UNIVERSITY OF ARKANSAS MEDICAL SCIE	FT	11/1/1993	6/30/1994
1001126	UNIVERSITY PLAZA	FT	11/1/1993	11/30/1993
1000501	US VANADIUM CORPORATION	FT	1/1/1989	12/31/1995
1001122	USI LIGHTING INC - PRESCOLITE	FT	11/1/1993	5/31/1994
1001115	VERTAC SITES CONTRACTORS	FT	11/1/1993	8/31/1994
1001022	VESTA ENERGY COMPANY	FT	9/1/1993	8/31/1994
1001094	VILLAGE OF DUPO	FT	11/1/1993	10/31/1995
1000204	WABASH ALLOYS	FT	1/1/1987	12/31/1995
1000895	WARD GAS MARKETING	FT	12/1/1992	11/30/1997
1001246	WATERLOO INDUSTRIES	FT	12/1/1993	4/30/1994
1001062	WESTERN RESOURCES INC	FT	10/1/1993	9/30/1994
1000891	WEYERHAEUSER CO	FT	11/16/1992	12/31/1995
1001128	WHEELER BRICK	FT	11/1/1993	9/30/1994
1001324	WILLIAMETTE INDUSTRIES INC	FT	6/1/1994	5/31/1995
1001325	WILLIAMETTE INDUSTRIES INC	FT	6/1/1994	5/31/1995
1001188	WILLIAMETTE INDUSTRIES INC	FT	11/1/1993	4/30/1995
1001156	WINBURN TILE	FT	11/1/1993	12/31/1994
1001189	WINFIELD STATE HOSPITAL	FT	11/1/1993	1/31/1995
1001230	WRANGLER	FT	11/1/1993	8/31/1994
1001016	ARKANSAS LA GAS COMPANY	NNTS	9/1/1993	8/31/2000
1001017	ARKANSAS LA GAS COMPANY	NNTS	9/1/1993	7/31/1994
1001018	ARKANSAS LA GAS COMPANY	NNTS	9/1/1993	8/31/2000

