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**Second Revised Sheet No. 0** Enbridge Pipelines (Midla) L.L.C.: FIFTH REVISED VOLUME NO. 1  
Second Revised Sheet No. 0  
Superseding: First Revised Sheet No. 0

FERC GAS TARIFF

FIFTH REVISED VOLUME NO. 1  
OF  
ENBRIDGE PIPELINES (MIDLA) L.L.C.

(Supersedes Fourth Revised Volume No. 1)

Filed with

Federal Energy Regulatory Commission

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**First Revised Sheet No. 2** First Revised Sheet No. 2  
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PRELIMINARY STATEMENT

Enbridge Pipelines (Midla) L.L.C. (the "Company") is a Natural Gas company engaged in the business of providing transportation services in interstate commerce under authorization granted by, and subject to the jurisdiction of, the Federal Energy Regulatory Commission. Midla's transportation services will occur at the Point(s) of Receipt into Midla's main transmission line, T-32 Lateral and three small offshore laterals. The main transmission line extends from the Monroe Gas Field in Northeastern Louisiana southward across Eastern Louisiana into Western Mississippi and then back into Louisiana to its terminus at Baton Rouge, Louisiana.

It is the policy of the Company to provide transportation services pursuant to each rate schedule only under specific written Service Agreements acceptable to the Company after consideration of existing commitments to others, delivery capacity, and other pertinent factors.

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**Original Sheet No. 3** Original Sheet No. 3 : Effective

SYSTEM MAP

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**Seventh Revised Sheet No. 4** Seventh Revised Sheet No. 4

Superseding: Sixth Revised Sheet No. 4

Firm Transportation Rate Schedules

(\$ Per MMBtu)

	Base Tariff Rate	ACA Rate	Maximum Rate	Minimum Rate
	-----	-----	-----	-----
Rate Schedule FTS 1_/				
Reservation	\$ 8.2480	\$ 0.0000	\$ 8.2480	\$ 0.0000
Commodity	\$ 0.0015	\$ 0.0019	\$ 0.0034	\$ 0.0034
Small Customer Rate Option	\$ 1.0058	\$ 0.0019	\$ 1.0077	\$ 0.0034
Rate Schedule FTS-OSF				
Reservation	\$ 1.4716	\$ 0.0000	\$ 1.4716	\$ 0.0000
Commodity	\$ 0.0000	\$ 0.0019	\$ 0.0019	\$ 0.0019
Rate Schedule NNS				
Reservation	\$ 8.6005	\$ 0.0000	\$ 8.6005	\$ 0.0000
Commodity	\$ 0.0015	\$ 0.0019	\$ 0.0034	\$ 0.0034
Small Customer Rate Option	\$ 1.6648	\$ 0.0019	\$ 1.6667	\$ 0.0034

1\_/ Ninety percent (90%) of interruptible revenues, net actual costs, will be refunded to Customers receiving service pursuant to a firm Rate Schedule

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**Sixth Revised Sheet No. 4A** Sixth Revised Sheet No. 4A  
Superseding: Fifth Revised Sheet No. 4A

Interruptible Transportation Rate Schedules  
(\$ Per MMBtu)

	Base Tariff Rate	ACA Rate	Maximum Rate	Minimum Rate
	-----	-----	-----	-----
Rate Schedule ITS Commodity 1_/	\$ 0.2676	\$ 0.0019	\$ 0.2695	\$ 0.0034
Rate Schedule ITS-OSF Commodity	\$ 0.0484	\$ 0.0019	\$ 0.0503	\$ 0.0019

1\_/ Ninety percent (90%) of interruptible revenues, net of actual costs, will be refunded to Customers receiving service pursuant to a firm Rate Schedule.

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**First Revised Sheet No. 5** First Revised Sheet No. 5  
 Superseding: Original Sheet No. 5

Elements of  
 Negotiated Rate Transactions

Shipper Name	Applicable Rate Schedule	Negotiated Rate	Term of Agreement	Contracted Capacity MMBtu/d	Primary Delivery Point	Primary Receipt Point		
ExxonMobil Gas and Power Marketing	FTS	Formula 1/	09/04/2009 to 09/30/2009	7300 MMBtu	Midla	Midla	mtr 8215	mtr 8196

1/ Commodity Charge and Surcharges are not discounted.

Discounted Reservation Rate: \$1.50/MMBtu

Negotiated Rate Formula: The Fuel Reimbursement percentage allocated to ExxonMobil's pro rata share of Gas will be calculated by dividing the quantity of Gas measured at meter 8196 and meter 8197 less the quantity of Gas measured at meter 8215 and meter 8216 by the quantity of Gas as measured at meter 8196 and meter 8197, if the result is greater than zero. Such percentage shall not exceed 1.5%.

This Service Agreement does not deviate from the Form of Service Agreement in any material respect.

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**Sheet 6 - 17** Sheet 6 - 17

Reserved for Future Use

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

RATE SCHEDULE NNS

No-Notice Service

1. AVAILABILITY

1.1 This Rate Schedule is available on a non discriminatory basis to any party receiving firm transportation service under a firm transportation Rate Schedule. Service hereunder shall be available upon the execution of an NNS Service Agreement. Such Service Agreement shall be substantially in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule NNS is a part.

1.2 Availability of service under this Rate Schedule is conditioned on and made subject to a determination by Pipeline that capacity is available on Pipeline's system, as of the effective date of the Service Agreement between Pipeline and Customer.

1.3 Availability of service under this Rate Schedule shall be subject to a determination by Pipeline, based on operational considerations, that service requested hereunder shall not cause a reduction in Pipeline's capacity disproportionate to the service requested.

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**First Revised Sheet No. 21** First Revised Sheet No. 21  
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1.4 Unless otherwise agreed to by Pipeline and subject to Section 10 of the General Terms and Conditions of this FERC Gas Tariff, service under this Rate Schedule shall not be available to the extent that Pipeline would be required to construct, modify, expand or acquire any facilities to enable Pipeline to perform the requested services; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs and associated fees, licenses and other expenses incurred by Pipeline for the construction, modification, expansion or acquisition of facilities to enable Pipeline to perform the requested services.

1.5 Availability of service hereunder shall be subject to compliance by the party requesting service with all other provisions of this Rate Schedule NNS and the General Terms and Conditions of this FERC Gas Tariff.

## 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 (a) Service hereunder shall entitle Customer to receive quantities in excess of its nomination(s) under a firm transportation Rate Schedule up to Customer's no-notice MDQ. This service shall consist of the

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firm transportation of Gas volumes from Customer's Point(s) of Receipt to Customer's Points of Delivery. Customer will be permitted, without prior notice to Pipeline, to receive quantities in excess of its nomination(s) up to the quantities Customer and Pipeline agree in an NNS Service Agreement may be required on any given Day to cover such excess deliveries (NNS MDQ). Customer's NNS MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's NNS MDQ over specified periods. Customer's NNS MDQ and any differing levels in NNS MDQ, as well as the period of such differing NNS MDQ levels, shall be specified in the executed Service Agreement. The NNS MDQ shall be a uniform quantity throughout the Month. If no-notice deliveries are taken in excess of Customer's NNS MDQ, Customer shall be subject to the penalties provided in Paragraph 17.5 of the General Terms and Conditions and shall indemnify Pipeline pursuant to Paragraph 17.1 of Pipeline's General Terms and Conditions.

(b) The availability of Gas volumes to be received by Pipeline at Customer's Point(s) of Receipt is contingent upon Pipeline facilities and delivery obligations controlled by various third parties. In the event such third parties have FERC Gas Tariff(s) on file with the FERC, service hereunder shall be subject to all applicable terms, conditions and other provisions of such tariffs and capacity must be available through facilities of third parties for the transportation of Gas volumes to the Customers' Point(s) of Receipt. To the extent that such capacity is not available, service under this Rate Schedule may be impaired, curtailed or no longer available. In the event that capacity through the facilities of such third parties to transport Gas volumes to the Customer's Point(s) of Receipt is reduced, curtailed or otherwise not available to deliver Gas to Pipeline at the Receipt Point, Customer's service pursuant to this Rate Schedule shall be reduced pro rata except as provided in Section 6 of Pipeline's General Terms and Conditions. Customer shall indemnify and hold Pipeline harmless for any injuries, claims or damages incurred by Customer as a result of a reduction, curtailment or other unavailability of service by any third parties.

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2.3 The no-notice service shall have the following characteristics:

(a) Pipeline shall provide firm transportation from Customer's Point(s) of Receipt to Customer's Point(s) of delivery.

(b) Nominations are not required for deliveries to Point(s) of Delivery for service under this Rate Schedule.

(c) No-notice service requires Customer to designate Point(s) of Delivery with a maximum delivery MDQ (NNS MDQ). As with the aggregate NNS MDQ, Customer's Point of Delivery NNS MDQs shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's Point of Delivery NNS MDQs over specified periods. Customer's Point of Delivery NNS MDQs and any differing levels in such Point of Delivery NNS MDQs, as well as the period of such differing Point of Delivery NNS MDQ levels, shall be specified in the executed Service Agreement. The Point of Delivery NNS MDQs shall be a uniform quantity throughout the Month. The sum of Customer's Point(s) of Delivery MDQs must equal the total NNS MDQ.

(d) In the event a Customer subscribing to NNS fails to provide a predetermined allocation to Pipeline pursuant to Section 16 of the General Terms and Conditions, such Customer will be deemed to have received NNS quantities at any time that deliveries to Customer are in excess of scheduled quantities nominated under a Rate Schedule for firm transportation service.

(e) At Customer's election, Pipeline may act as Customer's Agent for the procurement of Gas supplies from third parties which supplies are to be transported in accordance with this Rate Schedule NNS.

(f) Unless Pipeline in its reasonable judgment otherwise permits, Customer may not withdraw Gas from Pipeline's system at Point(s) of Delivery at combined rates of flow which exceed one-tenth (1/10th) of Customer's total NNS MDQ in any one hour period.

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**First Revised Sheet No. 24** First Revised Sheet No. 24  
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**First Revised Sheet No. 25** First Revised Sheet No. 25  
Superseding: Original Sheet No. 25

3. REQUESTS AND QUALIFICATIONS FOR SERVICE

3.1 All Potential Customers requesting no-notice service must comply with the procedures and provide the information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff to qualify for service under this Rate Schedule.

3.2 No request for service under this Rate Schedule will be deemed valid until all information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff is received by Pipeline and Potential Customer has submitted an application fee in an amount equal to the applicable reservation charge for one (1) Month.

(a) In the event the request for service is deficient as to form, Pipeline shall not process the request and shall notify the Potential Customer, providing thirty (30) Days for Potential Customer to resubmit its request. In the further event that Potential Customer fails to resubmit its request in proper form within such thirty

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(30) Day period, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), and the request for service shall be null and void.

(b) In the event the request for service is valid as to form but Pipeline is unable to provide the requested service due to capacity constraints or other operational conditions, Pipeline shall so inform the Potential Customer and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(c) In the event the request for service is valid as to form but less than the maximum rate is offered or Potential Customer requests variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, Pipeline shall not be obligated to provide the requested service and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(d) In the event the request for service is valid as to form, the maximum rate is offered, and there are no variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, or if Pipeline finds the proffered rate or proffered terms and conditions acceptable, Pipeline shall deliver a Service Agreement to the Potential Customer. Upon return of an executed Service Agreement, a Potential Customer shall be entitled to the service requested. The application fee shall be credited, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), to such Potential Customer's next immediate invoices for service under the Service Agreement for which service was requested until fully

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applied.

(e) In the event Potential Customer withdraws the request for service prior to the date Pipeline delivers a Service Agreement to such Potential Customer, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. 154.501(d).

(f) In the event a Service Agreement is delivered to the Potential Customer but is not executed by the Potential Customer and returned to Pipeline within thirty (30) Days of its dispatch by Pipeline, the request for service shall expire and Pipeline shall retain the application fee.

#### 4. RATE

4.1 The monthly rate for service provided under this Rate Schedule shall be equal to:

(a) The reservation rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum reservation rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the NNS MDQ specified in the Service Agreement; and

(b) The commodity rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum commodity rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the quantity of Gas delivered in the Month;

4.2 (a) For all services that utilize a Receipt or Delivery Point on Pipeline's mainline system (other than services from Receipt/Delivery Points on the T-32 lateral or other offsystem laterals), Pipeline shall have the right to retain one and one-half percent (1.5%) of the quantities of Gas delivered to Pipeline for Fuel Reimbursement. Any change in such fuel rate shall be made effective only at the beginning of a Month.

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(b) For those services involving T-32 Receipt/Delivery Points, Pipeline shall have the right to retain, from the quantities of Gas delivered to Pipeline, a Fuel Reimbursement percentage applicable to service on the T-32 lateral ("T-32 Fuel Reimbursement") equal to the actual fuel and unaccounted for on the T-32 lateral. Until changed in a filing accepted by the FERC, the T-32 Fuel Reimbursement percentage will be zero. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(c) For those services involving Receipt and Delivery Points located entirely on laterals not contiguous to Pipeline's mainline system, Pipeline shall not retain any Gas as Fuel Reimbursement.

4.3 Customer shall pay Pipeline the Annual Charge Adjustment ("ACA") charge, as set forth on currently effective Tariff Sheet No. 4.

4.4 Any Customer receiving service from Pipeline on May 18, 1992 and having a MDQ which on that date was less than 2,000 MMBtu per day and which is receiving transportation service pursuant to this Rate Schedule NNS may elect to pay a cost-based, one-part, volumetric rate as set forth on currently effective Tariff Sheet No. 4, in lieu of the rate for NNS service as set forth on currently effective Tariff Sheet No. 4 (hereinafter referred to as the Small Customer Rate Option). A Customer which elects the Small Customer Rate Option shall be required to schedule and take quantities up to its MDQ for all firm services before Customer may take any interruptible quantities.

4.4 Customer shall also pay Pipeline all other applicable rates, charges and fees as set forth on currently effective Tariff Sheet No. 4 or as may be assessed, required or permitted to be charged by the FERC, any regulatory body or court of competent jurisdiction related to the service provided hereunder.

## 5. GENERAL TERMS AND CONDITIONS

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

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

RATE SCHEDULE FTS

Firm Transportation Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any party for the firm transportation of Natural Gas by Pipeline upon the execution of an FTS Service Agreement. Such Service Agreement shall be substantially in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS is a part.

1.2 Availability of service under this Rate Schedule is conditioned on and made subject to a determination by Pipeline that capacity is available on Pipeline's system, as of the effective date of the Service Agreement between Pipeline and Customer.

1.3 Availability of service under this Rate Schedule shall be subject to a determination by Pipeline, based on operational considerations, that service requested hereunder shall not cause a reduction in Pipeline's capacity disproportionate to the service requested.

1.4 Unless otherwise agreed to by Pipeline and subject to Section 10 of the General Terms and Conditions of this FERC Gas Tariff, service under this Rate Schedule shall not be available to the extent that Pipeline would be required to construct, modify, expand or acquire any facilities to enable Pipeline to perform the requested services; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs and associated fees, licenses and other expenses incurred by Pipeline for the construction, modification, expansion or acquisition of facilities to enable Pipeline to perform the requested services.

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**Second Revised Sheet No. 30** Second Revised Sheet No. 30  
Superseding: First Revised Sheet No. 30

1.5 Availability of service hereunder shall be subject to compliance by the party requesting service with all other provisions of this Rate Schedule FTS and the General Terms and Conditions of this FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule shall provide Customer with firm transportation of Natural Gas by Pipeline for Customer on Pipeline's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

2.2 Pipeline shall receive for Customer at Point(s) of Receipt, and shall transport and deliver at the Point(s) of Delivery daily quantities of Gas up to Customer's MDQ; provided, however, Pipeline shall not be obligated to receive or to deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ over specified periods. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed Service Agreement. The MDQ shall be a uniform quantity throughout the Month.

3. REQUESTS AND QUALIFICATIONS FOR SERVICE

3.1 All Potential Customers requesting firm transportation service must comply with the procedures and provide the information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff to qualify for transportation under this Rate Schedule.

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**First Revised Sheet No. 31** First Revised Sheet No. 31  
Superseding: Original Sheet No. 31

3.2 No request for service under this Rate Schedule will be deemed valid until all information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff is received by Pipeline and Potential Customer has submitted an application fee in an amount equal to the applicable reservation charge for one (1) Month.

(a) In the event the request for service is deficient as to form, Pipeline shall not process the request and shall notify the Potential Customer, providing thirty (30) Days for Potential Customer to resubmit its request. In the further event that Potential Customer fails to resubmit its request in proper form within such thirty (30) Day period, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), and the request for service shall be null and void.

(b) In the event the request for service is valid as to form but Pipeline is unable to provide the requested service due to capacity constraints or other operational conditions, Pipeline shall so inform the Potential Customer and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(c) In the event the request for service is valid as to form but less than the maximum rate is offered or Potential Customer requests variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, Pipeline shall not be obligated to provide the requested service and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(d) In the event the request for service is valid as to form, the maximum rate is offered, and there are no

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**First Revised Sheet No. 32** First Revised Sheet No. 32  
Superseding: Original Sheet No. 32

variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, or if Pipeline finds the proffered rate or proffered terms and conditions acceptable, Pipeline shall deliver a Service Agreement to the Potential Customer. Upon return of an executed Service Agreement, a Potential Customer shall be entitled to the service requested. The application fee shall be credited, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), to such Potential Customer's next immediate invoices for service under the Service Agreement for which service was requested until fully applied.

(e) In the event Potential Customer withdraws the request for service prior to the date Pipeline delivers a Service Agreement to such Potential Customer, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(f) In the event a Service Agreement is delivered to the Potential Customer but is not executed by the Potential Customer and returned to Pipeline within thirty (30) Days of its dispatch by Pipeline, the request for service shall expire and Pipeline shall retain the application fee.

#### 4. RATE

4.1 The monthly rate for firm transportation service provided under this Rate Schedule shall be equal to:

(a) The reservation rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum reservation rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the aggregate MDQ specified in the Service Agreement; and

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**First Revised Sheet No. 33** First Revised Sheet No. 33  
Superseding: Original Sheet No. 33

(b) The commodity rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum commodity rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the quantity of Gas delivered in the Month.

4.2 (a) For all services that utilize a Receipt or Delivery Point on Pipeline's mainline system (other than services from Receipt/Delivery Points on the T-32 lateral or other Offsystem Laterals), Pipeline shall have the right to retain one and one-half percent (1.5%) of the quantities of Gas delivered to Pipeline for Fuel Reimbursement. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(b) For those services involving T-32 Receipt/Delivery Points, Pipeline shall have the right to retain, from the quantities of Gas delivered to Pipeline, a Fuel Reimbursement percentage applicable to service on the T-32 lateral ("T-32 Fuel Reimbursement") equal to the actual fuel and unaccounted for on the T-32 lateral. Until changed in a filing accepted by the FERC, the T-32 Fuel Reimbursement percentage will be zero. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(c) For those services involving Receipt and Delivery Points located entirely on laterals not contiguous to Pipeline's mainline system, Pipeline shall not retain any Gas as Fuel Reimbursement.

4.3 Customer shall pay Pipeline the Annual Charge Adjustment ("ACA") charge, as set forth on currently effective Tariff Sheet No. 4.4.4 Any Customer receiving service on May 18, 1992 and having a MDQ which on that date was less than 2,000 MMBtu per day and which is receiving transportation service pursuant to this Rate Schedule FTS may elect to pay a cost-based, one-part, volumetric rate as set forth on currently effective Tariff Sheet No. 4, in lieu of the rate for FTS service as set forth on currently effective Tariff Sheet No. 4 (hereinafter referred to as the Small Customer Rate Option). A Customer which elects the Small Customer Rate Option shall be required to schedule and take quantities up to its MDQ for all firm services before such Customer may take any interruptible quantities.

4.4 Customer shall also pay Pipeline all other applicable rates, charges and fees as set forth on currently effective Tariff Sheet No. 4 or as may be assessed, required or permitted to be charged by the FERC, any regulatory body or court of competent jurisdiction related to the service provided hereunder.

## 5. GENERAL TERMS AND CONDITIONS

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

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

Reserved for Future Use

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*FERC Docket: RP09-980-000*

**First Revised Sheet No. 35** First Revised Sheet No. 35  
Superseding: Original Sheet No. 35

RATE SCHEDULE ITS

Interruptible Transportation Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any party for the interruptible transportation of Natural Gas by Pipeline upon the execution of an ITS Service Agreement. Such Service Agreement shall be substantially in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule ITS is a part.

1.2 Availability of service under this Rate Schedule shall be subject to a determination by Pipeline, based on operational considerations, that service requested hereunder shall not cause a reduction in Pipeline's capacity disproportionate to the service requested.

1.3 Unless otherwise agreed to by Pipeline and subject to Section 10 of General Terms and Conditions of this FERC Gas Tariff, service under this Rate Schedule shall not be available to the extent that Pipeline would be required to construct, modify, expand or acquire any facilities to enable Pipeline to perform the requested services; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs and associated fees, licenses and other expenses incurred by Pipeline for the construction, modification, expansion or acquisition of facilities to enable Pipeline to perform the requested services.

1.4 Availability of service hereunder shall be subject to compliance by the party requesting service with all other provisions of this Rate Schedule ITS and the General Terms and Conditions of this FERC Gas Tariff.

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**First Revised Sheet No. 36** First Revised Sheet No. 36  
Superseding: Original Sheet No. 36

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule shall provide Customer with interruptible transportation of Natural Gas by Pipeline for Customer on Pipeline's system between agreed upon Point(s) of Receipt and Point(s) of Delivery. Interruptible transportation service under this Rate Schedule shall be available when and to the extent that capacity is available.

2.2 Pipeline shall receive for Customer at the Point(s) of Receipt, and shall transport and deliver at the Point(s) of Delivery daily quantities of Gas up to Customer's MDQ; provided, however, Pipeline shall not be obligated to receive or to deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

3. REQUESTS AND QUALIFICATIONS FOR SERVICE

3.1 All Potential Customers requesting interruptible transportation service must comply with the procedures and provide the information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff to qualify for transportation under this Rate Schedule.

3.2 No request for service under this Rate Schedule will be deemed valid until all information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff is received by Pipeline.

(a) In the event the request for service is deficient as to form, Pipeline shall not process the request and shall notify the Potential Customer, providing thirty (30) Days for Potential Customer to resubmit its request. In the further event that Potential Customer fails to resubmit its request in proper form within such thirty (30) Day period, the request for service shall be null and void.

(b) In the event the request for service is valid as to form but Pipeline is unable to provide the requested service

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

due to capacity constraints or other operational conditions,  
Pipeline shall so inform the Potential Customer.

(c) In the event the request for service is valid as to form but less than the maximum rate is offered or Potential Customer requests variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, Pipeline shall not be obligated to provide the requested service.

(d) In the event the request for service is valid as to form, the maximum rate is offered, and there are no variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, or if Pipeline finds the proffered rate or proffered terms and conditions acceptable, Pipeline shall deliver a Service Agreement to the Potential Customer. Upon return of an executed Service Agreement, a Potential Customer shall be entitled to the service requested.

(e) In the event a Service Agreement is delivered to the Potential Customer but is not executed by the Potential Customer and returned to Pipeline within thirty (30) Days of its dispatch by Pipeline, the request for service shall expire.

3.3 Customer's Service Agreement shall be terminated if Customer fails to nominate or tender Gas within thirty (30) Days after the later of:

(a) The date service was requested to commence pursuant to Paragraph 27.1(e) of the General Terms and Conditions of this FERC Gas Tariff;

(b) The date on which the Service Agreement is executed by Customer;

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**First Revised Sheet No. 38** First Revised Sheet No. 38  
Superseding: Original Sheet No. 38

(c) The date on which Customer is notified that any facilities necessary to provide the requested service are ready for service; or

(d) The date on which any necessary governmental approvals or authorizations are received and accepted by the appropriate party.

3.4 Customer's Service Agreement shall be terminated if, after commencement of initial service, Customer fails to nominate or tender Gas within thirty (30) Days after notice by Pipeline of its intent to terminate Customer's Service Agreement by reason of failure of Customer to transport Gas for a six (6) Month consecutive period.

3.5 Customer's failure to schedule transportation shall be excused by an event of force majeure, as defined in Section 13 of the General Terms and Conditions; provided, however, such failure to schedule transportation shall be excused only for the duration of the force majeure event.

#### 4. RATE

4.1 The rate for interruptible transportation service provided under this Rate Schedule shall be the amount negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4A.

4.2 (a) For all services that utilize a Receipt or Delivery Point on Pipeline's mainline system (other than services from Receipt/Delivery Points on the T-32 lateral or other offsystem laterals), Pipeline shall have the right to retain one and one-half percent (1.5%) of the quantities of Gas delivered to Pipeline for Fuel Reimbursement. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(b) For those services involving T-32 Receipt/Delivery Points, Pipeline shall have the right to retain, from the quantities of Gas delivered to Pipeline, a Fuel Reimbursement percentage applicable to service on the T-32 lateral ("T-32 Fuel Reimbursement") equal to the actual fuel and unaccounted for on the T-32 lateral. Until changed in a filing accepted by the FERC, the T-32 Fuel Reimbursement percentage will be zero. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(c) For those services involving Receipt and Delivery Points located entirely on laterals not contiguous to Pipeline's mainline system, Pipeline shall not retain any Gas as Fuel Reimbursement.

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

4.3 Customer shall pay Pipeline the Annual Charge Adjustment ("ACA"), as set forth on currently effective Tariff Sheet No. 4A.

4.4 Customer shall also pay Pipeline all other applicable rates, charges and fees as set forth on currently effective Tariff Sheet No. 4A or as may be assessed, required or permitted to be charged by the FERC, any regulatory body or court of competent jurisdiction related to the service provided hereunder.

5. GENERAL TERMS AND CONDITIONS

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

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**First Revised Sheet No. 40** First Revised Sheet No. 40  
Superseding: Original Sheet No. 40

RATE SCHEDULE FTS-OSF

Firm Transportation Service  
Offshore Facilities

1. AVAILABILITY

1.1 This Rate Schedule is available to any party for the firm transportation by Pipeline of Natural Gas on Pipeline's Offshore Facilities upon the execution of an FTS-OSF Service Agreement. Such Service Agreement shall be substantially in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-OSF is a part.

1.2 Availability of service under this Rate Schedule is conditioned on and made subject to a determination by Pipeline that capacity is available on Pipeline's Offshore Facilities, as of the effective date of the Service Agreement between Pipeline and Customer.

1.3 Availability of service under this Rate Schedule shall be subject to a determination by Pipeline, based on operational considerations, that service requested hereunder shall not cause a reduction in Pipeline's capacity disproportionate to the service requested.

1.4 Unless otherwise agreed to by Pipeline and subject to Section 10 of the General Terms and Conditions of this FERC Gas Tariff, service under this Rate Schedule shall not be available to the extent that Pipeline would be required to construct, modify, expand or acquire any facilities to enable Pipeline to perform the requested services; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs and associated fees, licenses and other expenses incurred by Pipeline for the construction, modification, expansion or acquisition of facilities to enable Pipeline to perform the requested services.

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**Second Revised Sheet No. 41** Second Revised Sheet No. 41  
Superseding: First Revised Sheet No. 41

1.5 Availability of service hereunder shall be subject to compliance by the party requesting service with all other provisions of this Rate Schedule FTS-OSF and the General Terms and Conditions of this FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule shall provide Customer with firm transportation of Natural Gas by Pipeline for Customer on Pipeline's Offshore Facilities between agreed upon Point(s) of Receipt and Point(s) of Delivery.

2.2 Pipeline shall receive for Customer at the Point(s) of Receipt, and shall transport and deliver at the Point(s) of Delivery daily quantities of Gas up to Customer's MDQ; provided, however, Pipeline shall not be obligated to receive or to deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ over specified periods. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed Service Agreement. The MDQ shall be a uniform quantity throughout the Month.

3. REQUESTS AND QUALIFICATIONS FOR SERVICE

3.1 All Potential Customers requesting firm transportation service on Offshore Facilities must comply with the procedures and provide the information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff to qualify for transportation under this Rate Schedule.

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**First Revised Sheet No. 42** First Revised Sheet No. 42  
Superseding: Original Sheet No. 42

3.2 No request for service under this Rate Schedule will be deemed valid until all information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff is received by Pipeline and Potential Customer has submitted an application fee in an amount equal to the applicable reservation charge for one (1) Month.

(a) In the event the request for service is deficient as to form, Pipeline shall not process the request and shall notify the Potential Customer, providing thirty (30) days for Potential Customer to resubmit its request. In the further event that Potential Customer fails to resubmit its request in proper form within such thirty (30) Day period, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), and the request for service shall be null and void.

(b) In the event the request for service is valid as to form but Pipeline is unable to provide the requested service due to capacity constraints or other operational conditions, Pipeline shall so inform the Potential Customer and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(c) In the event the request for service is valid as to form but less than the maximum rate is offered or Potential Customer requests variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, Pipeline shall not be obligated to provide the requested service and shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(d) In the event the request for service is valid as to form, the maximum rate is offered, and there are no

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**First Revised Sheet No. 43** First Revised Sheet No. 43  
Superseding: Original Sheet No. 43

variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, or if Pipeline finds the proffered rate or proffered terms and conditions acceptable, Pipeline shall deliver a Service Agreement to the Potential Customer. Upon return of an executed Service Agreement, a Potential Customer shall be entitled to the service requested. The application fee shall be credited, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d), to such Potential Customer's next immediate invoices for service under the Service Agreement for which service was requested until fully applied.

(e) In the event Potential Customer withdraws the request for service prior to the date Pipeline delivers a Service Agreement to such Potential Customer, Pipeline shall return the application fee, with interest computed pursuant to section 154.501(d) of the Commission's Regulations, 18 C.F.R. ? 154.501(d).

(f) In the event a Service Agreement is delivered to the Potential Customer but is not executed by the Potential Customer and returned to Pipeline within thirty (30) Days of its dispatch by Pipeline, the request for service shall expire and Pipeline shall retain the application fee.

#### 4. RATE

4.1 The monthly rate for firm transportation service provided under this Rate Schedule shall be equal to:

(a) The reservation rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum reservation rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the aggregate MDQ specified in the Service Agreement; and

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**First Revised Sheet No. 44** First Revised Sheet No. 44  
Superseding: Original Sheet No. 44

(b) The commodity rate negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum commodity rate for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4, multiplied by the quantity of Gas delivered in the Month.

4.2 (a) For all services that utilize a Receipt or Delivery Point on Pipeline's mainline system (other than services from Receipt/Delivery Points on the T-32 lateral or other offsystem laterals), Pipeline shall have the right to retain one and one-half percent (1.5%) of the quantities of Gas delivered to Pipeline for Fuel Reimbursement. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(b) For those services involving T-32 Receipt/Delivery Points, Pipeline shall have the right to retain, from the quantities of Gas delivered to Pipeline, a Fuel Reimbursement percentage applicable to service on the T-32 lateral ("T-32 Fuel Reimbursement") equal to the actual fuel and unaccounted for on the T-32 lateral. Until changed in a filing accepted by the FERC, the T-32 Fuel Reimbursement percentage will be zero. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(c) For those services involving Receipt and Delivery Points located entirely on laterals not contiguous to Pipeline's mainline system, Pipeline shall not retain any Gas as Fuel Reimbursement.

4.3 Customer shall pay Pipeline the Annual Charge Adjustment ("ACA") charge, as set forth on currently effective Tariff Sheet No. 4.

4.4 Any Customer receiving service on May 18, 1992 and having a MDQ which on that date was less than 2,000 MMBtu per day and which is receiving transportation service pursuant to this Rate Schedule FTS-OSF may elect to pay a cost-based, one-part, volumetric rate as set forth on currently effective Tariff Sheet No. 4, in lieu of the rate for FTS-OSF service as set forth on currently effective Tariff Sheet No. 4 (hereinafter referred to as the Small Customer Rate Option). A Customer which elects the Small Customer Rate Option shall be required to schedule and take quantities up to its MDQ for all firm services before Customer may take any interruptible quantities.

4.5 Customer shall also pay Pipeline all other applicable rates, charges and fees as set forth on currently effective Tariff Sheet No. 4 or as may be assessed, required or permitted to be charged by the FERC, any regulatory body or court of competent jurisdiction related to the service provided hereunder.

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**First Revised Sheet No. 45** First Revised Sheet No. 45  
Superseding: Original Sheet No. 45

5. GENERAL TERMS AND CONDITIONS

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

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

RATE SCHEDULE ITS-OSF

Interruptible Transportation Service  
Offshore Facilities

1. AVAILABILITY

1.1 This Rate Schedule is available to any party for the interruptible transportation by Pipeline of Natural Gas on Pipeline's Offshore Facilities upon the execution of an ITS-OSF Service Agreement. Such Service Agreement shall be substantially in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule ITS-OSF is a part.

1.2 Availability of service under this Rate Schedule shall be subject to a determination by Pipeline, based on operational considerations, that service requested hereunder shall not cause a reduction in Pipeline's capacity disproportionate to the service requested.

1.3 Unless otherwise agreed to by Pipeline and subject to Section 10 of the General Terms and Conditions of this FERC Gas Tariff, service under this Rate Schedule shall not be available to the extent that Pipeline would be required to construct, modify, expand or acquire any facilities to enable Pipeline to perform the requested services; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs and associated fees, licenses and other expenses incurred by Pipeline for the construction, modification, expansion or acquisition of facilities to enable Pipeline to perform the requested services.

1.4 Availability of service hereunder shall be subject to compliance by the party requesting service with all other provisions of this Rate Schedule ITS-OSF and the General Terms and Conditions of this FERC Gas Tariff.

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**First Revised Sheet No. 47** First Revised Sheet No. 47  
Superseding: Original Sheet No. 47

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule shall provide Customer with interruptible transportation of Natural Gas by Pipeline for Customer on Pipeline's Offshore Facilities between agreed upon Point(s) of Receipt and Point(s) of Delivery. Interruptible transportation service under this Rate Schedule shall be available when and to the extent that Pipeline determines that capacity is available on its Offshore Facilities.

2.2 Pipeline shall receive for Customer at the Point(s) of Receipt, and shall transport and deliver at the Point(s) of Delivery daily quantities of Gas up to Customer's MDQ; provided, however, Pipeline shall not be obligated to receive or to deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

3. REQUESTS AND QUALIFICATIONS FOR SERVICE

3.1 All Potential Customers requesting interruptible transportation service on Offshore Facilities must comply with the procedures and provide the information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff in order to qualify for transportation under this Rate Schedule.

3.2 No request for service under this Rate Schedule will be deemed valid until all information set forth in Sections 26 and 27 of the General Terms and Conditions of this FERC Gas Tariff is received by Pipeline.

(a) In the event the request for service is deficient as to form, Pipeline shall not process the request and shall notify the Potential Customer, providing thirty (30) Days for Potential Customer to resubmit its request. In the further event that Potential Customer fails to resubmit its request in proper form within such thirty (30) Day period, the request for service shall be null and void.

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**First Revised Sheet No. 48** First Revised Sheet No. 48  
Superseding: Original Sheet No. 48

(b) In the event the request for service is valid as to form but Pipeline is unable to provide the requested service due to capacity constraints or other operational conditions, Pipeline shall so inform the Potential Customer.

(c) In the event the request for service is valid as to form but less than the maximum rate is offered or Potential Customer requests variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, Pipeline shall not be obligated to provide the requested service.

(d) In the event the request for service is valid as to form, the maximum rate is offered, and there are no variances from the terms and conditions contained in the FERC Gas Tariff or the form of Service Agreement therein, or if Pipeline finds the proffered rate or proffered terms and conditions acceptable, Pipeline shall deliver a Service Agreement to the Potential Customer. Upon return of an executed Service Agreement, a Potential Customer shall be entitled to the service requested.

(e) In the event a Service Agreement is delivered to the Potential Customer but is not executed by the Potential Customer and returned to Pipeline within thirty (30) Days of its dispatch by Pipeline, the request for service shall expire.

3.3 Customer's Service Agreement shall be terminated if Customer fails to nominate or tender Gas within thirty (30) Days after the later of:

(a) The date service was requested to commence pursuant to Paragraph 27.1(e) of the General Terms and Conditions of this FERC Gas Tariff;

(b) The date on which the Service Agreement is executed by Customer;

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Superseding: Original Sheet No. 49

(c) The date on which Customer is notified that any facilities necessary to provide the requested service are ready for service; or

(d) The date on which any necessary governmental approvals or authorizations are received and accepted by the appropriate party.

3.4 Customer's Service Agreement shall be terminated if, after commencement of initial service, Customer fails to nominate or tender Gas within thirty (30) Days after notice by Pipeline of its intent to terminate Customer's Service Agreement by reason of failure of Customer to transport Gas for a six (6) Month consecutive period.

3.5 Customer's failure to schedule transportation shall be excused by an event of force majeure, as defined in Section 13 of the General Terms and Conditions; provided, however, such failure to schedule transportation shall be excused only for the duration of the force majeure event.

#### 4. RATE

4.1 The rate for interruptible transportation service provided under this Rate Schedule shall be the amount negotiated by Pipeline and Customer, which shall not be more than the maximum, nor less than the minimum for this Rate Schedule as set forth on currently effective Tariff Sheet No. 4A.

4.2 (a) For all services that utilize a Receipt or Delivery Point on Pipeline's mainline system (other than services from Receipt/Delivery Points on the T-32 lateral or other offsystem laterals), Pipeline shall have the right to retain one and one-half percent (1.5%) of the quantities of Gas delivered to Pipeline for Fuel Reimbursement. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(b) For those services involving T-32 Receipt/Delivery Points, Pipeline shall have the right to retain, from the quantities of Gas delivered to Pipeline, a Fuel Reimbursement percentage applicable to service on the T-32 lateral ("T-32 Fuel Reimbursement") equal to the actual fuel and unaccounted for on the T-32 lateral. Until changed in a filing accepted by the FERC, the T-32 Fuel Reimbursement percentage will be zero. Any change in such fuel rate shall be made effective only at the beginning of a Month.

(c) For those services involving Receipt and Delivery Points located entirely on laterals not contiguous to Pipeline's mainline system, Pipeline shall not retain any Gas as Fuel Reimbursement.

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Superseding: Original Sheet No. 50

4.3 Customer shall pay Pipeline the Annual Charge Adjustment ("ACA"), as set forth on currently effective Tariff Sheet No. 4A.

4.4 Customer shall also pay Pipeline the applicable rates, charges, and fees as set forth on currently effective Tariff Sheet No. 4A or as may be assessed, required or permitted to be charged by the FERC, any regulatory body or court of competent jurisdiction related to the service provided hereunder.

5. GENERAL TERMS AND CONDITIONS

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

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**First Revised Sheet No. 51** First Revised Sheet No. 51  
Superseding: Original Sheet No. 51

Reserved for Future Use

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**First Revised Sheet No. 52** First Revised Sheet No. 52  
Superseding: Original Sheet No. 52

Reserved for Future Use

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**Sheet Nos. 53 - 99** Sheet Nos. 53 - 99 : Effective

Reserved for Future Use

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FERC Docket: RP09-980-000

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

#### GENERAL TERMS AND CONDITIONS

Each of the following General Terms and Conditions applies to each Rate Schedule contained in this Fifth Revised Volume No. 1, unless otherwise indicated herein or in the applicable Rate Schedule.

#### 1. DEFINITIONS

The following terms, when used herein or in any agreement incorporating these General Terms and Conditions shall have the following meaning:

1.1 AGENT. The term "Agent" shall mean any party designated by a Customer to act on such Customer's behalf under the terms and conditions of this FERC Gas Tariff.

1.2 BCF. The term "Bcf" shall mean one billion (1,000,000,000) cubic feet of Gas.

1.3 BILLING MONTH or MONTH. The terms "Billing Month or Month" shall mean the calendar Month.

1.4 BRITISH THERMAL UNIT (Btu). The term "Btu" shall mean the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.50 F.) to fifty-nine and five-tenths degrees Fahrenheit (59.50 F.) at a constant pressure of fifteen and twenty-five thousandths (15.025) pounds per square inch absolute (15.025 psia). Such quantity shall be reported in compliance with NAESB Standard 2.3.9 which is incorporated herein by reference.

1.5 BUSINESS DAY. The term "Business Day" is defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays occurring in Canada and Mexico

1.6 COMMISSION or FERC. The terms "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor agency.

1.7 CRITICAL NOTICE. The term "critical notice" shall mean a notice, in accordance with NAESB Standards, which pertains to information on Pipeline conditions that affect scheduling or adversely affect scheduled Gas flow.

1.8 CUBIC FOOT OF GAS. The term "cubic foot of gas" shall mean, for the purpose of measurement of the Gas and for all other purposes of this Tariff, the amount of Gas necessary to fill a cubic foot of space when the Gas is at an absolute pressure of fifteen and twenty-five thousandths (15.025) pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit. Such amount shall be reported in compliance with NAESB Standard 2.3.9 which is incorporated herein by Reference.

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**Third Revised Sheet No. 101** Third Revised Sheet No. 101  
Superseding: Second Revised Sheet No. 101

1.9 CUSTOMER. The term "Customer" shall mean any party that has Executed a Service Agreement under one or more of pipeline's Rate Schedules, including capacity release transactions, or such party's Agent.

1.10 CUSTOMER'S NOTICE. The term "Customer's Notice" shall mean that notice provided by Releasing Customer to Pipeline which includes the terms and conditions applicable to the capacity to be released.

1.11 DAILY ALLOCATION. The term "daily allocation" shall mean the process where the Allocation Party performs the allocation process following each Gas Day.

1.12 DAY. The term "Day" shall mean a period of twenty-four (24) consecutive hours beginning as near as practical to 9:00 a.m. central clock time.

1.13 DEKATHERM (Dth). The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to one million (1,000,000) Btu's and may also be expressed as one (1) MMBtu. The Dekatherm shall be the standard quantity for nominations, confirmation and scheduling per Gas Day.

1.14 ELAPSED PRORATA CAPACITY. The term "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

1.15 FUEL REIMBURSEMENT. The term "Fuel Reimbursement" shall mean compensation for used and unaccounted for fuel which is utilized by Pipeline in performing transportation services for Customers.

1.16 INTERACTIVE INTERNET WEBSITE. The term "Interactive Internet Website" shall mean Midla's Computer Information and Scheduling System accessed through the public internet.

1.17 INTERNET WEB SITE. The term "Internet Web Site" shall mean Midla's public information system found on the World Wide Web at address: <http://www.enbridgeus.com/default.aspx> through which can be accessed, Midla's Interactive Internet Website for scheduling, nomination and other services.

1.18 INTRA-DAY NOMINATION. The term "intra-day nomination" shall mean a nomination which is submitted after the nomination deadline whose effective time is no later than the beginning of the Gas Day and runs through the end of that Gas Day.

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**Fourth Revised Sheet No. 102** Fourth Revised Sheet No. 102  
Superseding: Third Revised Sheet No. 102

1.19 MAXIMUM DAILY QUANTITY (MDQ). The term "Maximum Daily Quantity," shall mean the maximum contractual quantity of Gas converted to MMBtus which Pipeline, as applicable, is obligated to receive from or deliver to a Customer in any one Day in accordance with its Service Agreement with Pipeline. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ under Rate Schedules FTS, FTS-OSF, and NNS over specified periods. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement. The MDQ shall be a uniform quantity throughout the month.

1.20 MAXIMUM ANNUAL QUANTITY (MAQ). The term "Maximum Annual Quantity" shall mean the maximum contractual quantity of Gas converted to MMBtus which Pipeline is obligated to receive from or deliver to a Customer in accordance with its Service Agreement with Pipeline in any calendar year.

1.21 MCF. The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas.

1.22 MMBTU. The term "MMBtu" shall mean one million (1,000,000) Btus and shall be used interchangeably with the term "Dekatherm".

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**Third Revised Sheet No. 103** Third Revised Sheet No. 103

Superseding: Second Revised Sheet No. 103

1.23 MONTHLY ALLOCATION. The term "Monthly Allocation" shall mean the process where the Allocation Party perform the allocation process at the end of the monthly flow period.

1.24 NAESB. The term "NAESB" shall mean the North American Energy Standards Board or any successor entity.

1.25 NAESB Standards. The term "NAESB Standards" shall mean those standards relating to business practices and electronic communications published by NAESB as adopted by the FERC and included in the Code of Federal Regulations through due process. Unless specifically indicated otherwise, all incorporated standards are as reflected in the most recently adopted NAESB Version.

1.26 NATURAL GAS or GAS. The terms "Natural Gas" or "Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.

1.27 NEGOTIATED RATE. The term "Negotiated Rate" shall mean a rate provision under which Pipeline and Customer have agreed on the amount to be charged for the service under Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF which results in a rate (including but not limited to Fuel Reimbursement) where, for all or a portion of the contract term, one or more of the individual components of such rate exceeds or may exceed the applicable maximum rate or is less than or may be less than the applicable minimum rate (including but not limited to in the form of surcharges, credits, refunds or return of credits or refunds). Any Service Agreement entered into after the effective date of this subsection which provides for a rate under Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a Negotiated Rate.

1.28 NEGOTIATED RATE FORMULA. The term "Negotiated Rate Formula" shall mean a rate formula provision under which Pipeline and Customer have agreed will be applied to service under Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF which results in a rate (including but not limited to Fuel Reimbursement) where, for all or a portion of the contract term, one or more of the individual components of such rate exceeds or may exceed the applicable maximum rate or is less than or may be less than the applicable minimum rate (including but not limited to in the form of surcharges, credits, refunds or return of credits or refunds). Any Service Agreement entered into after the effective date of this subsection which provides for a rate under Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a rate pursuant to a Negotiated Rate Formula.

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**Third Revised Sheet No. 104** Third Revised Sheet No. 104

Superseding: Second Revised Sheet No. 104

1.29 NOMINATION. The term "nomination" shall mean a communication, tendered by Customer to Pipeline, consisting of a line item containing all NAESB defined components.

1.30 OFFSHORE FACILITIES. The term "Offshore Facilities" shall mean the facilities owned by Pipeline that are located in state or federal offshore waters and are subject to Section 5 of the Outer Continental Shelf Lands Act (OCSLA).

1.31 OPERATIONAL BALANCING AGREEMENT or OBA - The term "Operational Balancing Agreement" or "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.32 OPERATIONAL FLOW ORDER. The term "Operational Flow Order" shall mean an order issued by Pipeline directing a Customer to take or refrain from taking any action, as set forth in Paragraph 5.9(b) of the General Terms and Conditions.

1.33 PACKAGE ID. The term "Package ID" shall mean a way to differentiate between discrete business transactions.

1.34 PIPELINE. The term "Pipeline" shall mean Enbridge Pipelines (Midla) L.L.C.

1.35 POINT OPERATOR. The term "Point Operator" shall mean any party interconnected to Pipeline or acting as Agent for the interconnected party who is authorized to confirm Customer nominations and ensure, in cooperation with Customer and other parties in the confirmation path, that physical flows conform to the nominated activity.

1.36 POTENTIAL CUSTOMER. The term "Potential Customer" shall mean any entity that is seeking the execution of a Service Agreement with Pipeline; provided, however, a Potential Customer that enters into a Service Agreement with Pipeline shall be subject to the provisions of this FERC Gas Tariff to the same extent and in the same manner as any other Customer.

1.37 POINT(S) OF DELIVERY. The term "Point(s) of Delivery" shall mean those points on Pipeline's system available to Customer for the delivery of gas from Pipeline as specified in an executed Service Agreement.

1.38 POINT(S) OF RECEIPT. The term "Point(s) of Receipt" shall mean those points on Pipeline's system available to Customer for the delivery of gas to Pipeline as specified in an executed Service Agreement.

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**Third Revised Sheet No. 105** Third Revised Sheet No. 105  
Superseding: Second Revised Sheet No. 105

1.39 POOLING. The term "Pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregating of gas from a single physical or logical point to multiple physical and /or logical points.

1.40 PREARRANGED CUSTOMER. The term "Prearranged Customer" shall mean any entity proposed by a Releasing Customer which seeks to obtain Releasing Customer's released capacity under the rates, terms, and conditions contained in the Customer's Notice.

1.41 RECOURSE RATES. The term "Recourse Rates" shall mean the generally applicable maximum tariff rates and surcharges set forth on currently effective Tariff Sheet Nos. 4 and 4A.

1.42 RELEASING CUSTOMER. The term "Releasing Customer" shall mean a Customer which has notified Pipeline that it seeks to release firm capacity pursuant to Pipeline's capacity release program set forth in Section 4 of Pipeline's General Terms and Conditions.

1.43 SERVICE AGREEMENT. The term "Service Agreement" shall mean an executed agreement between Pipeline and Customer to provide a service pursuant to one of Pipeline's Rate Schedules

1.44 T-32 RECEIPT/DELIVERY POINTS. The term "T-32 Receipt/Delivery Points" shall mean any combination of a Point of Receipt and Point of Delivery located on Pipeline's 3.79 miles of 12" lateral ("T-32 lateral") which extends in an easterly direction from a point of interconnection with its mainline on the discharge side of the Desiard Compressor Station to its termination at the existing interconnection with the facilities of Mississippi River Transmission, all of which are located in Ouachita Parish, Louisiana.

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

2. QUALITY

2.1 NATURAL GAS. The Gas received or delivered by Pipeline shall be of the quality and character of Natural Gas produced in its natural state from wells (subject only to the removal of moisture, liquefiable hydrocarbons, and other component parts including inerts except methane) including, with limitation, Natural Gas, revaporized Natural Gas, synthetic Natural Gas, artificial Natural Gas, or a mixture of such Gases.

2.2 HEATING VALUE. The Gas delivered to or sold by Pipeline shall not have a total heating value less than 950 Btu per cubic foot nor greater than 1150 Btu per cubic foot at the pressure and temperature hereinafter provided and at the moisture content of the Gas delivered.

2.3 PROCESSING. Pipeline may subject or permit the subjection of the Gas to compression, cooling, cleaning, or other processes as may be required for its transmission.

2.4 ABSENCE OF OBJECTIONABLE MATTER. Unless otherwise provided in a Service Agreement between Pipeline and Customer, and taking into account the operation of Pipeline's system, the Gas received or delivered by Pipeline to Customer shall be subject to the following specifications and any other specifications as may be agreed to by Pipeline and Customer:

(a) the Gas shall be commercially free from foreign substances and fluids;

(b) the Gas shall not contain more than 2 grains of hydrogen sulphide per 100 cubic feet;

(c) the Gas shall not contain more than 20 grains of total sulphur per 100 cubic feet;

(d) the Gas shall not contain an amount of moisture exceeding that corresponding to saturation at the actual temperature and pressure of the Gas delivered and water shall not be present in liquid phase.

2.5 OPTION TO WAIVE. Pipeline shall have the option to waive, on a non-discriminatory basis, any of the above quality specifications to permit Customer to tender gas to Pipeline if Pipeline, in its reasonable judgment, determines that such gas shall not adversely affect Pipeline's facilities or operations.

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**First Revised Sheet No. 107** First Revised Sheet No. 107  
Superseding: Original Sheet No. 107

3. INTERNET WEB SITE

3.1 General

Pipeline shall maintain an Interactive Internet Website for the purpose of providing its Customers and third parties equal and timely access to Pipeline's transportation log and information relevant to the availability of capacity on Pipeline's Facilities. Pipeline shall also provide each Customer access through its Interactive Internet Website to information related to activity under its agreements with Pipeline, such as nominations and estimated imbalances. Furthermore, Pipeline shall administer each Shipper's release of firm capacity, as more particularly described in Section 4 hereof, through its Interactive Internet Website and shall provide to Shipper other interactive capabilities. All forms set forth or referenced in the Tariff will also be maintained on Pipeline's Internet Web Site for Customer's use.

3.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Customer through submission of such communications over Pipeline's Interactive Internet Web Site. Transportation Service Agreement specific notices requiring communications to be in writing remain unchanged unless agreed to otherwise by the parties. Submission of information and communications through Pipeline's Interactive Internet Website shall be legally binding on Customer and Pipeline.

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**Second Revised Sheet No. 108** Second Revised Sheet No. 108  
Superseding: First Revised Sheet No. 108

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3. INTERNET WEB SITE con't

3.3 System Description

The Interactive Internet Web Site will display a menu of available information. Any party can access the Informational Postings section of the Interactive Internet Web Site and will be able to download information provided thereon. Pipeline shall maintain and retain daily back-up records of the information displayed on the Interactive Internet Web Site for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on the Interactive Internet Web Site for at least thirty (30) days and then will be archived. Archived information will be available from Pipeline upon fifteen (15) days' prior written notice. Copies of archived information will be made available at \$.10 per page if a paper copy is requested or \$10.00 per diskette.

3.4 Access to Interactive Internet Website

To receive access to Pipeline's Customer Activities Interactive Internet Website, a party must execute and comply with the terms of the Form of the Interactive Internet Website Agreement included in this Tariff. Customer shall be responsible for providing all computer equipment and specified Internet browser software necessary to interface with the Interactive Internet Website.

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**First Revised Sheet No. 109** First Revised Sheet No. 109

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**First Revised Sheet No. 110** First Revised Sheet No. 110  
Superseding: Original Sheet No. 110

4. CAPACITY RELEASE

4.1 (a) This section sets forth a capacity release program under which a Releasing Customer can release all or part of its firm capacity back to Pipeline for assignment to a Potential Customer or a Prearranged Customer that is seeking the capacity of the Releasing Customer by entering into a Service Agreement with Pipeline. Pipeline will permit segmentation of capacity right held by Customer(s) including Replacement Customer(s), to the maximum extent it is operationally feasible. Provided, however, that a Releasing Customer shall not be permitted to release capacity until the Potential Customer or a Prearranged Customer enters into a Service Agreement with Pipeline for such released capacity. Provided, further, that the above requirement for contracting shall not inhibit the ability of the Replacement Customer to submit a nomination at the next available opportunity after the Pipeline is notified of the release. until

(b) A Releasing Customer may release capacity held pursuant to 18 C.F.R. Subparts B or G of Part 284 of the Commissions's regulations. A Releasing Customer which receives service under a firm Rate Schedule under this FERC Gas Tariff is permitted to release its capacity in whole or in part, including any segments of its capacity, and on a permanent or temporary basis. When a Releasing Customers assigns its service rights by segments and/or assigns only a portion of its MDQ under that agreement, the Releasing Customer's Service Agreement shall be deemed to be modified in accordance with the assignment and the Releasing Customer will be able to utilize only the unassigned service rights during the term of the release.

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**Fourth Revised Sheet No. 111** Fourth Revised Sheet No. 111  
Superseding: Third Revised Sheet No. 111

#### 4.2 Non biddable releases

The hourly deadlines set forth in this Section 4.2 are applicable to all parties involved but shall be required only if the following apply: 1) all information provided by the parties to the transaction is valid and the Potential Customer has been determined to be credit worthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release.

(a) Timely Cycle

(1) Posting of prearranged deals, not subject to bid, are due by 10:30 a.m.

(2) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(b) Evening Cycle

(1) Posting of prearranged deals, not subject to bid, are due by 5:00 p.m.

(2) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(c) Intraday 1 Cycle

(1) Posting of prearranged deals, not subject to bid, are due by 9:00 a.m.

(2) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

(d) Intraday 2 Cycle

(1) Posting of prearranged deals, not subject to bid, are due by 4:00 p.m.

(2) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.

**Third Revised Sheet No. 112** Third Revised Sheet No. 112  
Superseding: Second Revised Sheet No. 112

4.3 Biddable Releases

The hourly deadlines set forth in this Section 4.3 are applicable to all parties involved but shall be required only if the following apply: 1) all information provided by the parties to the transaction is valid and the Potential Customer has been determined to be credit worthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release.

(a) For 1 Year or less

(1) Offer for capacity release shall be tendered by 12:00 p.m. on a Business Day.

(2) Open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken).

(i) Match or award is communicated by 2:00 p.m.

(ii) Where match is required, award posting shall be by 3:00 p.m.

(3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract.

(b) For more than 1 Year

(1) Offer for capacity release shall be tendered by 12:00 p.m. four (4) Business Days before award.

(2) Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three(3) Business Days).

(i) Evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken.

(ii) Evaluation period ends and award is posted, if no match is required, at 2:00 p.m.

(iii) Match or award is communicated by 2:00 p.m.

(iv) If required, a match response is due by 2:30 pm.

(v) Where match is required, award posting shall be by 3:00 p.m.

(3) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract.

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**First Revised Sheet No. 112A** First Revised Sheet No. 112A  
Superseding: Original Sheet No. 112A

c) A firm Customer that wishes to release capacity subject to bidding (and thereby become a Releasing Customer) must notify Pipeline through electronic or through written notice (hereinafter called Customer's Notice). All terms and conditions included in Customer's Notice must be objectively stated and applicable to all Potential and Prearranged Customers on a non-discriminatory basis. Customer's Notice shall include the information set forth in Paragraph 4.6.

(d) In order to qualify for processing in accordance with the capacity release timeline herein stipulated and before Customer's Notice is posted on Pipeline's Interactive Internet Website, Pipeline shall review such Customer's Notice to ensure that Customer's Notice complies with the requirements of Paragraph 4.6. Compliant notices shall be posted upon receipt by Pipeline unless otherwise stipulated by Releasing Customer. In the event that Customer's Notice does not meet the requirements of Paragraph 4.6, Pipeline will notify Customer of such Customer's Notice and allow Customer to revise its Customer's Notice to comply with these requirements. Pipeline shall not be required to adhere to the capacity release timeline in order to process nor shall Pipeline be required to post a Customer's Notice which does not comply with the requirements set forth in Paragraph 4.6. A Customer's Notice posted by Pipeline shall include the date and time such Customer's Notice was posted on Pipeline's Interactive Internet Website. A Customer's Notice shall be posted on

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Pipeline's Interactive Internet Website until the expiration of the minimum Bid Period set forth in this Paragraph 4.3 or, if longer, the expiration of the Bid Period specified in the Customer's Notice. A Releasing Customer may withdraw its Customer's Notice by providing written or electronic notice to Pipeline of such withdrawal prior to the close of the Bid Period; provided, however, such withdrawal shall only be valid if such Releasing Customer has an unanticipated requirement for capacity and no minimum bid has been tendered. Pipeline shall be held harmless by the Releasing Customer for the withdrawal of capacity. The notice must contain the reason for the withdrawal, which Pipeline shall post on its Interactive Internet Website. A Releasing Customer shall be permitted to search for a party to contract for its capacity both before and after such capacity is posted on Pipeline's Interactive Internet Website; provided, however, that a Service Agreement shall not be executed until the capacity has been posted for release on Pipeline's Interactive Internet Website and the procedures set forth in this Section 4 have been completed.

(e) Before a bid of a Potential Customer for released capacity is posted on Pipeline's Interactive Internet Website, Pipeline shall review such bid to ensure that the bid complies with the requirements of this Section 4. Compliant bids shall be posted upon receipt by Pipeline unless otherwise stipulated by Releasing Customer. A bid posted by Pipeline shall include all terms and conditions of such bid except for the identity of the Potential Customer. In the event that the bid does not meet the requirements of this Section 4, Pipeline will notify the Potential Customer of such bid deficiency and allow the Potential Customer to revise its bid to comply with these requirements. Pipeline shall not be required to adhere to the capacity release time line in order to process nor shall Pipeline be required to post a bid which does not comply with the requirements set forth in this Section 4, and shall not be required to post a bid which is not resubmitted, in the event revision is required, prior to the expiration of the Bid Period. Before the expiration of the Bid Period, a Potential Customer shall be permitted to withdraw its bid by notifying Pipeline through

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written or electronic means. Telephone calls or other verbal withdrawals shall not be permitted. Once a bid is withdrawn, such Potential Customer may only submit a new bid for the released capacity if such bid is at a higher rate than the withdrawn bid. Bids received by Pipeline shall be irrevocable and binding, pending acceptance by Pipeline, upon the expiration of the Bid Period.

(f) Pipeline shall select the "best bid" from among the bids received, based upon the criteria provided by the Releasing Customer in its Customer's Notice. The criteria submitted by the Releasing Customer must be objectively stated and must be applicable to all Potential Customers on a non-discriminatory basis. For the capacity release business process timing model, only the following methodologies are required to be supported by Pipeline and provided to Customer as choices from which Releasing Customer may select and, once chosen should be used in determining awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue, and 3) present value, Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the Pipeline. However, Pipeline is not required to offer other choices or similar timeline treatment for other choices, nor, is Pipeline held to the timeline should the Releasing Customer elect another method of evaluation.

(g) In the event Releasing Customer elects not to submit criteria for Pipeline to utilize in determining the "best bid," the "best bid" shall be the bid, as determined solely by Pipeline, generating the highest net present value, using a ten percent (10%) discount factor, based on the rate bid (reservation component), the applicable quantities, and the term or period bid upon. If two or more bids are identical based on the "best bid" criteria described above, the released capacity will be awarded to the Potential Customer who submitted the "best bid" first in time.

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(h) Releasing Customers, Potential Customers, or Prearranged Customers shall indemnify Pipeline from and against any and all losses, damages, expenses, or penalties of any and/or every kind and character which Pipeline or such Releasing, Potential, or Prearranged Customer may suffer, sustain, or be liable, and Pipeline shall be held harmless by Releasing Customers, Potential Customers, or Prearranged Customers from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of Pipeline's selection of the "best bid."

(i) Upon receipt by pipeline of multiple bids meeting minimum conditions, Pipeline shall award bids, best bid first, until all offered capacity is awarded.

(j) For all released capacity subject to recall rights, the following recall notification periods shall apply:

(i) Timely Recall Notification

(1) Releasing Customer recalling capacity shall provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 a.m. on the Day that Timely nominations are due;

(2) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the Day that Timely nominations are due (Central Clock Time);

(ii) Early Evening Recall Notification:

(1) Releasing Customer recalling capacity shall provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 p.m. on the Day that Evening nominations are due;

(2) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the Day that Evening nominations are due (Central Clock Time);

(iii) Evening Recall Notification:

(1) Releasing Customer recalling capacity shall provide notice of such recall to Pipeline and the first Replacement Customer no later than 5:00 p.m. on the Day that Evening nominations are due;

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(2) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the Day that Evening nominations are due (Central Clock Time);

(iv) Intraday 1 Recall Notification;

(1) Releasing Customer recalling capacity shall provide notice of such recall to Pipeline and the first Replacement Customer no later than 7:00 a.m. on the Day that Intraday 1 nominations are due;

(2) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the Day that Intraday 1 nominations are due (Central Clock Time);

(v) Intraday 2 Recall Notification;

(1) Releasing Customer recalling capacity shall provide notice of such recall to Pipeline and the first Replacement Customer no later than 2:30 p.m. on the Day that Intraday 2 nominations are due;

(2) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 3:30 p.m. on the Day that Intraday 2 nominations are due (Central Clock Time);

For recall notification provided to Pipeline prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., Pipeline shall provide notification to all affected Replacement Customer(s) no later than one hour after receipt of such recall notification. For recall notification provided to Pipeline after 5:00 p.m. and prior to 7:00 a.m., Pipeline shall provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

(k) For the recall notification provided to Pipeline, the quantity shall conform to Pipeline's capacity recall notification specification. Pipeline requires that the quantity must be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. When capacity is recalled, it may not be reput for the same Gas Day. The deadline for notifying the Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day.

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(1) In the event of an intraday capacity recall, the Transporter shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of the Transporter's Tariff, services and/or operational characteristics.

4.5 Recalls of capacity

A Releasing Customer may recall capacity released to a Replacement Customer, as negotiated in accordance with Paragraph 4.6(e) hereof, providing that the Releasing Customer provides to Pipeline and Replacement Customer Notice of such recall in accordance with Section 15.1(i)(E).

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#### 4.6 Customer's Notice

Customer's Notice submitted to Pipeline under Paragraph 4.3 shall, at a minimum, include the following information:

(a) the identity of the Releasing Customer, and the address to which release responses should be sent;

(b) the identity of the Service Agreement between Pipeline and Releasing Customer under which capacity is held;

(c) whether the release is to be on a permanent or temporary basis;

(d) the specific quantity to be released, expressed numerically in MMBtus per Day and as a percentage of the MDQ of the Service Agreement between Pipeline and Releasing Customer;

(e) the period of time or term of the release, including any right of recall (including partial Day) and if the capacity is subject to recall after the recall has ended; provided, however, that any recall of capacity by Releasing Customer from Replacement Customer shall be in accordance with Section 4.5 hereof;

(f) other special terms and conditions Releasing Customer imposes on the release of its capacity, including, but not limited to, the minimum price, expressed either as a percentage of maximum tariff rate or as dollars and cents, term, and quantity for the released capacity;

(g) any Prearranged Customer who wishes to obtain released capacity under the rates, terms, and conditions contained in the Customer's Notice;

(h) at Customer's option and in lieu of Pipeline implementing the "best bid" determination set forth in Paragraph 4.3(f), the objective criteria for Pipeline to utilize in order to determine what constitutes the "best bid"; In order, however, for a release to qualify for processing in accordance with the capacity release timelines set forth herein, only the following evaluation methodologies will be accepted by Pipeline for determination of best offer 1) highest rate, 2) net revenue, 3) present value.

(i) at Customer's option and in lieu of Pipeline implementing the minimum posting period set forth

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in Paragraph 4.3(d), the length of the period for submission of offers (hereinafter called Bid Period); Customers requesting any modification to the Bid Period once a bid has been posted by Pipeline shall be required to withdraw the posted bid in accordance with Paragraphs 4.3(b) hereof and resubmit a modified bid in accordance with

(j) whether bids on a one-part volumetric basis, which, for the release of more than one (1) year, shall not exceed the one-hundred percent (100%) load factor equivalent of the maximum reservation charge for the capacity being released, may be submitted by Potential Customer, and if so, the method for evaluating any such bids;

(k) whether a contingent bid that extends beyond the Bid Period may be submitted, and the terms and conditions for determining whether the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid; and

(l) for release of more than one (1) year, the maximum reservation charge and all demand surcharges (whether Inclusive or separately stated) applicable to the capacity being released.

(m) There is no maximum rate for release of one (1) year or less if the release is to take effect on or before one (1) year from the date on which the Pipeline is notified of the release.

(n) whether the proposed release is pursuant to an Asset Management Arrangement (AMA) or a state-regulated retail access program, as both are defined in Section 284.8 of the Commission's Regulations, and, if pursuant to an AMA, the volumetric obligation of the Replacement Customer to the Releasing Customer and the time period over which the obligation applies.

#### 4.7 Formats of Notices, Bids, and Awards

Any Customer's Notice submitted to Pipeline by Releasing Customer, bid submitted to Pipeline by Potential or Prearranged Customer, or award made by Pipeline to Replacement Customer shall when reflecting numerical values representing dollar amounts, specify an equivalent rate as reflected in Pipeline's current tariff. For any such transactions reflecting rates different than maximum tariff rates, converting daily rate to monthly rate is accomplished by multiplying the daily rate times number of Days in rate period, dividing the result by number of Months in rate period and taking the remainder out to five (5) decimal places

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and rounding up or down to Pipeline's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by number of Month in rate period; dividing the result by number of Days in rate period and taking the remainder out to five (5) decimals places and rounding up or down to the Pipeline's specified decimal place.

#### 4.8 Prearranged Releases

(a) A release of capacity by a Releasing Customer to a Prearranged Customer for any period of thirty-one (31) Days or less shall be considered a non biddable release subject to the timeline contained in Section 4.2 herein. When a release of capacity under this Paragraph 4.8 is at less than the maximum tariff rate, Releasing Customer shall not rollover, extend, or in any other way continue a capacity release under this section without first complying with the notification and bidding procedure set forth in Section 4.3. Releasing Customer shall not re-release capacity to any Prearranged Customer under this section at less than the maximum tariff

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rate until twenty-eight (28) Days after the first release period has ended. A Releasing Customer shall be deemed the Agent of Prearranged Customer under this Paragraph 4.8 for all purposes, including, without limitation, nominations, scheduling, allocation, and invoicing by Pipeline and payment of invoices.

(b) In the event Customer's Notice designates a Prearranged Customer who wishes to obtain the released capacity for a term of more than one (1) year under the terms and conditions contained in the Customer's Notice and agrees to pay the maximum rates for the released capacity or, in the case of a first time release with a contract length of 31 Days or less, such release may be implemented without being subject to the notification and bidding procedure set forth in this Section 4; provided, however, that releases under this Paragraph 4.8(b) shall be posted on Pipeline's Interactive Internet Website no later than 9:00 a.m. on the day nominations are due under such released capacity.

(c) A release of capacity by a Releasing Customer to a Prearranged Customer that is pursuant to an Asset Management Arrangement (AMA) or state-regulated retail access program, as such are defined in Section 284.8 of the Commission's Regulations, and under the terms and conditions contained in the Customer's Notice, may be implemented without competitive bidding procedures pursuant to this Section 4; provided, however, that a release pursuant to an AMA must comply with the delivery or purchase obligation set forth in Section 284.8 of the Commission's Regulations.

4.9 Agents or Customers will be permitted to aggregate capacity which firm Customers wish to release and to release such aggregated capacity through the capacity release mechanism set forth in this Section 4.

4.10 Pipeline, if requested by a Releasing Customer, may actively market any released capacity under a separate agreement specifying the terms and conditions of actions to be taken by Pipeline to actively market any capacity which is released by a Releasing Customer. Pipeline shall be entitled to collect the marketing fee set forth in such separate agreement if it markets released capacity beyond posting the information on the Interactive Internet Website and such efforts by Pipeline lead to or result in the execution of a Service Agreement by a Potential Customer located by Pipeline.

4.11 Responsibilities of Parties Executing Service Agreements

(a) Any Service Agreement entered into between Pipeline and a Potential Customer under this Section 4 shall be for a maximum period which shall equal the term for the

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released capacity as set forth in the Customer's Notice.

(b) The Prearranged Customer or Potential Customer that executes a Service Agreement with Pipeline shall be liable to Pipeline for all charges incurred by such Prearranged or Potential Customer, including those reservation charges, surcharges and any other charges which recover fixed costs that such Prearranged or Potential Customer agrees to pay. Such Prearranged or Potential Customer shall also pay to Pipeline all other rates, fees and charges, such as usage charges, surcharges, overruns, imbalances, penalties, or other volumetric charges.

(c) A Potential or Prearranged Customer must satisfy all provisions of this FERC Gas Tariff governing Customer eligibility, including, but not limited to, Pipeline's credit requirements as set forth in Section 26 of Pipeline's General Terms and Conditions, before it may contract with Pipeline for the released capacity. Once a Prearranged or Potential Customer enters into a Service Agreement with Pipeline, such Customer will be subject to Pipeline's operational provisions as stated in this FERC Gas Tariff.

#### 4.12 Credit Requirements for Potential or Prearranged Customer(s)

(a) Prior to submitting a bid pursuant to this Section 4, Potential or Prearranged Customer must satisfy Pipeline's credit requirements by submitting credit information as set forth in Section 26 of the General Terms and Conditions. A Potential or Prearranged Customer may satisfy Pipeline's credit requirements by pre-qualifying to submit bids for released capacity or act as a Prearranged Customer. A satisfactory credit appraisal for pre-qualification purposes shall be effective for a period no longer than six (6) Months, unless Pipeline otherwise agrees, and such appraisal may specify a credit or quantity limitation. In the event a Potential or Prearranged Customer has not pre-qualified to submit a bid, such Potential or Prearranged Customer may nevertheless submit a bid for the released capacity by including in its bid a payment equal to the reservation charge.

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(b) Transporter should not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets the Transporter's creditworthiness requirements pursuant to Section 26 of these General Terms and Conditions, which are applicable to all services that it receives from the Transporter, including the service represented by the capacity release.

(c) Transporter should provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by the Transporter to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency or default status pursuant to the Transporter's Tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternatives(s) pursuant to the Transporter's Tariff.

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that would be applicable for the period of the release. If such Potential or Prearranged Customer shall be determined to have submitted the "best bid," the payment shall be credited to the Potential or Prearranged Customer's account. If the Potential or Prearranged Customer does not submit the "best offer," the reservation charge payment shall be returned to the Potential or Prearranged Customer.

4.13 Capacity that is temporarily released by the original Releasing Customer pursuant to this Section 4 may be re-released by subsequent Releasing Customers on the same terms and basis as the primary release (except as prohibited by regulations).

4.14 The Service Agreement of the Releasing Customer shall remain in full force and effect, with a portion of the proceeds attributable to any release and assignment credited to the Releasing Customer's invoice as provided in Paragraph 4.13. The Releasing Customer shall remain liable to Pipeline under the terms of its Service Agreement with Pipeline as a result of such release and assignment of the rights and obligations under the Service Agreement for all reservation charges, surcharges, and any other charges which recover fixed costs to the extent that a Potential or Prearranged Customer does not pay Pipeline for the full amount of such charges or for non-payment of such charges by a Potential or Prearranged Customer.

4.15 Pipeline shall credit to the invoice of the Releasing Customer reservation charge revenues, surcharges, and any other charges which recover fixed costs, if any, actually received by Pipeline that are attributable to capacity rights released by the Releasing Customer.

4.16 Pipeline shall post on the Interactive Internet Website Pipeline's available uncommitted firm and/or interruptible capacity, and the terms and conditions applicable to contracting for such capacity. Potential Customers may then elect to contract for Pipeline's uncommitted firm or interruptible capacity, or capacity released by Releasing Customers.

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5. OPERATING CONDITIONS

5.1 Pipeline shall, on a non-discriminatory basis, have the right at all times to operate all and/or any part of Pipeline's system in a manner as deemed necessary by Pipeline in its reasonable discretion. In situations where Pipeline in its reasonable discretion determines that system integrity is imminently threatened, Pipeline is authorized to take all actions necessary to operate its system, including but not limited to those set forth in this Section 5, without prior notice to Customer. Pipeline shall have no liability for any actions taken to maintain system integrity.

5.2 Pipeline shall be authorized to restrict, on a non-discriminatory basis, receipts and/or deliveries of Gas in order to maintain pipeline operations to provide reliable and efficient transportation service, to maintain Pipeline's system in balance, and to alleviate conditions which, in Pipeline's reasonable judgment, threaten the operational integrity of Pipeline's system. Pipeline shall notify Customer and provide a forty-eight (48) hour period in which the Customer, Customer's Agent, or the Point Operator must comply with Pipeline's notice to restrict receipts and/or deliveries. Failure to comply with a notice issued by Pipeline restricting receipts or deliveries within such forty-eight (48) hour period by Customer, Customer's Agent, or a Point Operator acting for Customer shall subject Customer to a penalty as set forth in Paragraph 17.7 hereof.

5.3 Service may be interrupted or curtailed by Pipeline or at the direction of Pipeline due to scheduled routine repair and maintenance to be reasonably determined by Pipeline. Pipeline shall give Customer notice of such interruption or curtailment pursuant to Paragraph 5.9 hereof and shall endeavor to coordinate such interruption or curtailment with Customer. Pipeline shall not be required to make alternate arrangements for receipt or delivery of Gas in such situations.

5.4 Pipeline shall not be required to perform service under any Rate Schedules which are a part of Pipeline's FERC Gas Tariff

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unless all facilities necessary to provide the requested service exist and are in good operating condition.

5.5 Pipeline shall be authorized to use all system resources, to maintain operational control of its system in the event Pipeline in its reasonable discretion determines that system integrity is imminently threatened, even if the utilization of such resources results in the diversion of Gas. The Customer whose actions resulted in the need to divert Gas shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customers may suffer, sustain, or be liable for, and shall hold Pipeline harmless from and against any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of the Gas diversion. Pipeline shall have no responsibility to purchase Gas in situations resulting in the diversion of Gas for operational needs; provided, however, a Customer whose Gas was diverted pursuant to this Paragraph 5.5 shall be compensated by Pipeline at the lesser of the index price as set forth in Paragraph 14.8(b) of the General Terms and Conditions utilized for cash-out of imbalances during the Month Pipeline diverted Gas or the market price for the week Pipeline diverted Gas as such market price is published each week by the Oil Daily Company in the publication Natural Gas Week. In the event a Gas diversion results from the actions of a Customer, such Customer shall be responsible for compensating Pipeline to the extent Pipeline has compensated the Customer whose Gas was diverted. Such Customer whose actions resulted in the need to divert Gas shall also be subject to a penalty as set forth in Paragraph 17.6 of Pipeline's General Terms and Conditions.

#### 5.6 Responsibilities of Customer

(a) Except as otherwise provided herein, Customer shall be responsible for ensuring that Customer's deliveries to Point(s) of Receipt on Pipeline's system match Customer's receipts from Point(s) of Delivery on Pipeline's system throughout each Day. In the event,

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however, that during a particular Month Customer's deliveries and receipts do not match, Customer shall be notified as provided for in Paragraph 14 hereof; provided, however, Pipeline shall have the sole right, to be reasonably exercised, to determine whether capacity is available to bring receipts and deliveries into conformity.

(b) Customer shall further deliver and receive all service provided pursuant to such Rate Schedules which are a part of Pipeline's FERC Gas Tariff in uniform rates of flow which shall not exceed one-fifteenth (1/15th) of Customer's MDQ in any one (1) hour period.

5.7 Gas shall be delivered at the pressures specified in the Service Agreement between Pipeline and Customer; provided, however, that Pipeline shall not deliver Gas at a pressure lower than fifty (50) pounds per square inch gauge, unless a lower pressure is agreed to by Pipeline and Customer. Customer shall receive and take the Gas at such delivery pressure and thereafter regulate and control the same as may be required for its own use. In any event, Pipeline will not receive or deliver gas in excess of the maximum allowable operating pressure permitted by Part 192 of the U.S. Department of Transportation's regulations.

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5.8 The Point of Delivery shall be at the outlet side of Pipeline's measuring facilities at the point of connection between the facilities of Pipeline and those of Customer as set forth in the applicable Service Agreement. Should any of Pipeline's lines, meters, and like equipment which is necessary for Pipeline to install at or near the point of delivery be on property of Customer, Customer grants to Pipeline the right of free use of such premises and ingress and egress to such facilities at all times for the purpose of installation, operation, repair, or removal. Such facilities of Pipeline shall be and remain the property of Pipeline and may be removed upon the termination of deliveries to Customer.

5.9 Operational Flow Orders (OFO) - Pipeline may issue an (OFO) to Customers under any firm or interruptible Rate Schedule as it deems necessary to protect the integrity of its system or any portion thereof. Pipeline's actions with respect to OFO are to be reasonable, objective, and nondiscriminatory.

OFO's will be issued by 2:00 p.m. CCT. Nomination changes must be made by 8:00 a.m. CCT on the Gas Day following issuance of the OFO. The OFO will be effective one Gas Day later (second Gas Day after issuance of the OFO), unless otherwise provided in the order. Pipeline may make OFO's effective with a shorter notice if necessary to protect the integrity of its system.

Notice of an OFO shall be provided to affected Customers by either internet E-mail, direct notification to the Customer's internet URL address or facsimile transmission (to be chosen by the affected Customer), pursuant to Section 284.12(c)(3)(vi) of the Commission's Regulations. In addition, such notice shall also be posted on Pipeline's Interactive Internet Website. Notice of such OFO shall specify nature of the problem sought to be address, the anticipated duration of the required compliance, and the parameters of such compliance. Pipeline will issue general, system-wide OFO's only after it determines that it is not possible for it to issue an OFO on a specific portion of the system.

In the event an OFO is issued, the Pipeline shall provide on a quarterly basis to the affected Customers via the Pipeline's Interactive Internet Website a report detailing the underlying causes warranting the issuance for the OFO and explaining why the actions required by the OFO were necessary to alleviate the identified problems.

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(a) Types of Operational Flow Orders  
(1) Emergency System Maintenance - Pipeline may direct Customers under any firm or interruptible Rate Schedule to increase or decrease receipts of flowing Gas on a particular portion of the system in order to accommodate required unscheduled maintenance.

(2) Extreme Conditions - For purpose of this Section 5.9(a)(2), an extreme condition exists on any portion of Pipeline's system when throughput approaches capacity, when weather conditions so require, or when operating pressures on the affected portion are significantly less than or greater than normal system operating pressures despite Pipeline's effort to maintain normal pressures, and further decline or increase in operating pressures would impair Pipeline's ability to receive or deliver quantities of Gas in accordance with its service obligations. Pipeline may declare an extreme condition situation for the affected portion of the system by notifying the meter operator(s) and Customer(s) through its Interactive Internet Website and by telephone, E-mail and/or facsimile communication. Once declared, Pipeline will post notification of the extreme condition on its Interactive Internet Website at the commencement of each Day until Pipeline notifies the meter operator(s) and the Customer(s) through the Interactive Internet Website and telephone, E-mail and/or facsimile communication that the extreme condition has ended. When an extreme condition is declared to become effective at any time other than the commencement of any Day, Customer(s) will use their best efforts to bring deliveries to nominated levels as soon as possible but in no event later than two (2) hours, after which the Daily Scheduling Charge provided for in Section 5.9(b) shall apply to variances in excess of the 3% tolerance level.

(b) Daily Scheduling Charge - When Pipeline declares a System Maintenance OFO as to any portion of its system, or if necessary the entire system, the daily scheduling tolerance level shall be 5% of the authorized delivery levels. However, when Pipeline declares an Extreme Condition OFO as to any portion of its system, the daily scheduling tolerance level shall be 3% of the authorized delivery levels. The Charge for variances beyond the tolerances levels as stated in the OFO shall be:

(i) the greater of \$5 or two times the Cash Out price as defined in Paragraph 14.7(c) for each Dth which exceeds authorized delivery levels by more

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than 5% but not more than 10% (or more than 3% but not more than 10% in the case of an extreme condition);

- (ii) the greater of \$10 or three times the Cash Out price as defined in Paragraph 14.7(c) for each Dth which exceeds authorized delivery levels by more than 10% but not more than 15%;
- (iii) the greater of \$15 or four times the Cash Out price as defined in Paragraph 14.7(c) for each Dth which exceeds authorized delivery levels by more than 15%.

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6. CURTAILMENT

6.1 Pipeline shall have the right to curtail, interrupt, or discontinue any service in whole or in part on all or any portion of its system from time to time and at any time: (a) for reasons of force majeure or when necessary to alleviate conditions which in Pipeline's reasonable judgment threaten the operational integrity of Pipeline's system or (b) to perform routine maintenance, repairs, and regulatory compliance activity, provided that Pipeline shall use due diligence to schedule such activity so as to minimize disruptions of service and shall endeavor to provide notice of such interruptions to Customer pursuant to Paragraph 5.9 hereof.

6.2 Prior to Pipeline implementing the curtailment procedures set forth in this Section 6, Pipeline shall be authorized to issue an Operational Flow Order pursuant to Paragraph 5.9 in order to maintain the operational integrity of the system. In the event the issuance of an Operational Flow Order fails to alleviate the conditions which threaten the integrity of Pipeline's system, Pipeline shall be authorized to curtail service to Customers pursuant to this Section 6.

6.3 Curtailment Procedures

(a) Curtailment of Transportation Capacity

In the event of a capacity constraint on all or any portion of Pipeline's system, deliveries of Gas shall be curtailed in the following order:

(1) Scheduled service under Pipeline's interruptible rate schedules shall be curtailed first commencing with service being provided at the minimum rate of Pipeline then in effect; next in order shall be interruptible service being provided at a rate that is greater than the minimum rate of Pipeline then in effect,

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beginning with the rate most proximate to the minimum rate up to the maximum rate of Pipeline then in effect. Where Pipeline is required to curtail scheduled interruptible service and Customers are paying the same rate for such service, Pipeline shall prorate the available capacity among said Customers; provided, however, that such capacity shall only be available for pro rationing to the extent that capacity has not already been made available to Customers paying a higher rate for such interruptible service.

(2) Following curtailment of interruptible service, scheduled service under Pipeline's firm transportation rate schedules, including Rate Schedule NNS, shall be curtailed on a pro rata basis, based upon Pipeline's maximum firm daily contractual obligations to provide firm service on that Day.

(b) Upon determination that curtailment is necessary, Pipeline may at it's sole discretion, rely upon the ranking provided by Customer to Pipeline of individual transactions when such Customer is involved in multiple transactions at any single Point of Receipt or Delivery. Any such reliance, however, shall be invoked only in such conditions of this Section 6, Curtailment Procedures, exist.

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6.4 (a) Should a Customer desire waiver of the capacity curtailment provisions of Paragraph 6.3(a) during emergency situations in order to prevent injury to life or property or to provide minimum plant protection, Pipeline shall retain the right but not the obligation or duty to provide for an exception in all or part to its curtailment provisions set forth herein.

(b) The Customer seeking waiver shall inform Pipeline and Pipeline shall inform all affected Customers as to the extent of the situation or emergency giving rise to the necessity for an exception to the curtailment provisions of this Section 6 and the measures that have been taken to reduce the extent of the situation or emergency.

(c) A Customer whose Gas was diverted under this Paragraph 6.4 shall have the option to be compensated for such Gas by the Customer whose request for emergency relief resulted in a loss of transportation capacity or the need for Pipeline to divert Gas either through the delivery of quantities of Gas equal to the quantities of

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Gas diverted or through a cash payment in an amount equal to the transportation rate which would have been applicable to the Customer whose Gas was diverted; provided, however, such compensation for Gas diversions under this Paragraph 6.4(c) shall not prohibit such Customer whose Gas was diverted from seeking to recover damages, losses, or expenses from the Customer requesting emergency relief in a claim, suit, action or proceeding initiated as a result of any Gas diversion. To the extent a Customer whose Gas was diverted desires to be compensated by a cash payment for diversions, such Customer must enter into agreements with other Customers for such cash payment compensation. Pipeline shall not be responsible for compensating Customer for Gas diversions which occur pursuant to Paragraph 6.4, except in situations where Pipeline was grossly negligent or acted in an unduly discriminatory manner.

(d) Customers whose requests for emergency relief resulted in a diversion shall indemnify and hold Pipeline harmless from and against any and all losses, damages, expenses of every kind and character which Pipeline or Customers may suffer, sustain, or be liable for and shall hold Pipeline harmless from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of any Gas diversion.

6.5 The Customer seeking waiver shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customer may suffer, sustain, or be liable for and shall hold Pipeline harmless from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of any supply or capacity curtailment invoked by Pipeline, and shall be responsible for replacing another Customer's Gas or compensating such Customer pursuant to Paragraph 6.4(c) of Pipeline's General Terms and Conditions.

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6.6 Any Customer that fails to comply with Pipeline's curtailment plan shall be liable for all damages resulting from such failure to comply.

6.7 Customer's failure to comply with Pipeline's curtailment plan shall subject Customer to a penalty as set forth in Paragraph 17.3 hereof. Customer's failure to comply with Pipeline's curtailment plan shall authorize Pipeline to take unilateral action, including, but not limited to, restricting deliveries of Gas to such Customer, as Pipeline in its reasonable judgment deems necessary.

#### 7. PREGRANTED ABANDONMENT

7.1 This Section 7 applies to Service Agreements executed pursuant to open-access Rate Schedules governed by Commission regulations that pregrant abandonment authorization under section 7(b) of the Natural Gas Act (NGA).

7.2 Customer receiving service under a firm Service Agreement having a primary term of less than one year (short-term Service Agreement), or under an interruptible Service Agreement, is not entitled to retain a right to service following the termination of such Service Agreement. Upon termination of a short-term Service Agreement or an interruptible Service Agreement, Pipeline shall be deemed to have all necessary abandonment authorization under the NGA as of such termination date.

#### 7.3 Long-Term Firm Transportation Agreements

(a) A firm Service Agreement for transportation service having a primary term of one year or more (long-term firm Service Agreement) may be continued by Pipeline and Customer by extending the term of the Service Agreement through inclusion of a rollover or evergreen provision so that Customer and Pipeline, upon mutual agreement, may renew or extend the Service Agreement at the maximum rate in effect from time to time for such service or at such rate as may be agreed to by Pipeline and Customer.

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(b) In the event a long-term firm Service Agreement does not contain a rollover or evergreen provision, or alternatively, is terminated pursuant to a rollover or evergreen provision, a Customer may retain its capacity and continue to receive service following the termination of Customer's long-term firm Service Agreement, if such Customer satisfies the bid matching requirements set forth in Paragraph 7.4 below. In the event Customer does not satisfy the bid matching requirements of this Section 7, Customer shall no longer have, as of the termination date set forth in the Service Agreement, rights under the long-term firm Service Agreement for which Pipeline has served a notice of termination, as provided in Paragraph 7.4 below, and Pipeline shall be deemed to have all necessary abandonment authorization under the NGA with respect to such service.

7.4 For purposes of matching a bid for capacity that becomes available at the termination of a Service Agreement, as provided in Paragraph 7.3(b), the following procedures shall be applicable:

(a) Within three (3) Days of the issuance by Pipeline to Customer of a notice of termination of Customer's long-term firm Service Agreement, Pipeline shall post on its Interactive Internet Website the following information:

- (1) Point(s) of Receipt and Point(s) of Delivery, including the MDQ at that point;
- (2) the specific quantity available under the terminated contract;
- (3) the date of expiration; and
- (4) the current maximum rate applicable to the terminated service.

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(b) Following the posting of information pursuant to Paragraph 7.4(a), Potential Customers may submit bids for the capacity that shall become available pursuant to Paragraph 7.3. A Potential Customer may submit a bid on Pipeline's Interactive Internet Website; provided, however, that in order to be considered a bona fide bid, such Potential Customer must submit a bid in writing and such bid must be executed by a party authorized to sign contractual agreements on behalf of Potential Customer within three Days of submitting such bid on the Interactive Internet Website. In order to be considered a bona fide bid, Potential Customer must satisfy all Pipeline tariff provisions governing Customer eligibility, including Pipeline's credit requirements as set forth in Section 26 of Pipeline's General Terms and Conditions, and must submit to Pipeline a prepayment equal to one (1) Month's reservation charge based on Potential Customer's bid. Such prepayment shall be refunded within thirty (30) Days to all Potential Customers that do not submit the "Best Bid" as set forth in Paragraph 7.4(c). Pipeline may reject all bids below the maximum rate for the applicable service.

(c) Bids from Potential Customers who desire, in whole or in part, the capacity to be made available upon the termination of the long-term firm Service Agreement must be received by Pipeline no later than thirty (30) Days before the effective date of the termination of the Service Agreement noticed pursuant to Paragraph 7.3(b) hereof. At the close of the bidding period, Pipeline shall select from among

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the bona fide bids the "Best Bid," and shall forward the relevant terms of the "Best Bid" to Customer whose long-term firm Service Agreement is being terminated by Pipeline. If Customer elects to match the "Best Bid," the Customer shall be entitled to continue to receive service under a long-term firm Service Agreement which reflects the matching of the relevant terms of the "Best Bid." If Customer does not elect to match the "Best Bid," Customer's existing long-term firm Service Agreement shall be terminated and Pipeline shall be deemed to have all necessary abandonment authorization under the NGA. A "Best Bid" shall be the bid which generates the highest net present value for the time period of the release. If no Potential Customer offers the maximum rate for the full term of the bid, the "Best Bid" shall be that bid which Pipeline determines, in its reasonable discretion, is likely to maximize Pipeline's revenue earning potential. If more than one Potential Customer submits the "Best Bid," the available capacity will be awarded to the Potential Customer who submitted the "Best Bid" first in time.

(d) Upon notification from Pipeline of the relevant terms of the "Best Bid," Customer shall have three (3) Business Days to notify Pipeline whether Customer is willing to match the "Best Bid." Failure to notify Pipeline by written notice or through the EBB system within three (3) Business Days after notification will result in a waiver of Customer's right to match the "Best Bid." In order to match the "Best Bid," Customer must agree to a rate equal to the

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rate set forth in the "Best Bid" and agree to execute a Service Agreement for a term equal to the term set forth in the "Best Bid".

8. RECEIPT AND DELIVERY POINTS

8.1 Receipt Points

(a) When Customer receiving firm service pursuant to the Rate Schedules which are part of this FERC Gas Tariff, including any Replacement Customer, requests such firm service, such Customer is required to designate, among other information, the Point(s) of Receipt into Pipeline's system which the Customer ordinarily anticipates utilizing (defined as Primary Point(s) of Receipt) and the MDQ of Gas to be tendered each Day to Pipeline at each Primary Point of Receipt. The selection of Primary Point(s) of Receipt under this Section 8 shall not result in the aggregate of all Point(s) of Receipt exceeding Customer's total Service Agreement MDQ. Customer, including any Replacement Customer, shall be permitted to add or delete Primary Point(s) of Receipt upon written request, provided capacity is available at such point(s).

(b) In addition to the Primary Point(s) of Receipt available to Customer, including any Replacement Customer, pursuant to Paragraph 8.1(a), Customer receiving service pursuant to Rate Schedules FTS and NNS shall be permitted to designate Point(s) of Receipt secondary to those selected pursuant to Paragraph 8.1(a) (defined as Secondary Point(s) of Receipt). In designating such Secondary Point(s) of Receipt, Customer shall also designate the maximum MDQ of Gas which Customer may tender at such point(s). When such Secondary Point(s) of Receipt are utilized and quantities are tendered to Pipeline at Secondary Point(s) of Receipt such quantities tendered at such Secondary Point(s) of Receipt, together with those quantities tendered pursuant to Paragraph 8.1(a), shall

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not exceed Customer's aggregate MDQ as set forth in its Service Agreement with Pipeline. Customer shall be permitted to add or delete Secondary Point(s) of Receipt. Service at such Secondary Point(s) of Receipt shall be subject to the availability of capacity at such Secondary Point(s) of Receipt, the recall rights of those Customers who have designated such Point(s) of Receipt as Primary Point(s) of Receipt and a determination by Pipeline that utilization of Customer's Secondary Point(s) of Receipt:

(1) shall not adversely affect service to other existing firm Customers either at that Point of Receipt or elsewhere on Pipeline's system; or

(2) shall not adversely affect Pipeline's ability to operate its system.

(c) In the event Customer, including any Replacement Customer, is tendering Gas to Pipeline at Customer's Secondary Point(s) of Receipt, such Customer, on not less than twenty-four (24) hours notice, shall retain its right during a Month to revert back to use of such Customer's Primary Point(s) of Receipt, subject to the limitations set forth in this Section 8 and in Section 15 of Pipeline's General Terms and Conditions. In such event, Customer utilizing such Point(s) of Receipt as Secondary Point(s) of Receipt shall be required to reduce the quantities of Gas tendered at such Secondary Point(s) of Receipt as may be required to facilitate the Customer reverting back to such Point(s) of Receipt as Primary Point(s) of Receipt. Customer who is required to reduce the quantities of Gas tendered at Secondary Point(s) of Receipt when a Customer has selected such Point(s) of Receipt as Primary Point(s) of Receipt and reverts back to such Primary Point(s) of Receipt during a Month shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customers may suffer, sustain, or be liable for and shall hold Pipeline harmless from and against any and

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all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of a Customer reverting back to Primary Point(s) of Receipt during a Month.

(d) In the event capacity is constricted, Point(s) of Receipt utilized by a Customer for transportation service pursuant to Rate Schedules ITS or ITS-OSF is subject to interruption by a Customer, including any Replacement Customer, receiving transportation service pursuant to Rate Schedules FTS, FTS-OSF or NNS who is seeking to utilize such point(s) as Primary or Secondary Point(s) of Receipt.

## 8.2 Delivery Points

(a) When Customer, including any Replacement Customer, receiving firm service pursuant to the Rate Schedules which are part of this FERC Gas Tariff request such firm service, such Customer is required to designate, among other information, the Point(s) of Delivery out of Pipeline's system which the Customer ordinarily anticipates utilizing (defined as Primary Point(s) of Delivery) and the MDQ of Gas to be tendered each Day by Pipeline at each Primary Point of Delivery. The selection of Primary Point(s) of Delivery under this Section 8 shall not result in the aggregate of all Point(s) of Delivery exceeding Customer's total Service Agreement MDQ. Customer, including any Replacement Customer, shall be permitted to add or delete Primary Point(s) of Delivery upon written request, provided capacity is available at such point(s).

(b) A Customer (including a Replacement Customer) under Pipeline's firm Rate Schedules may nominate segments between a Primary Receipt and Delivery Point, or between any two points on Pipeline's system, provided that any resulting overlap does not exceed Customer's capacity entitlement on any segment (or portion) of Pipeline's system. Provided, however, that a segment transaction consisting of a forward haul, up to Customer's capacity entitlement, and a backhaul, up to Customer's capacity entitlement, to the same point is permissible. The portion of that segmented transaction that flows in the opposite direction of the Customer's primary path will be considered out of the path for scheduling purposes.

(c) In addition to the Primary Point(s) of Delivery available to Customer pursuant to Paragraph 8.2(a), Customer, including any Replacement Customer, receiving service pursuant to Rate Schedule FTS shall be permitted to designate Point(s) of Delivery secondary to those selected pursuant to Paragraph 8.2(a) (defined as Secondary Point(s) of Delivery). In designating such Secondary Point(s) of Delivery, Customer shall also designate the maximum MDQ of Gas which Customer may tender at such point(s). When such

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Secondary Point(s) of Delivery are utilized and quantities are tendered by Pipeline at Secondary Point(s) of Delivery, quantities tendered at such Secondary Point(s) of Delivery, together with those quantities tendered pursuant to Paragraph 8.2(a), shall not exceed Customer's aggregate MDQ as set forth in its Service Agreement with Pipeline, except as permitted in Paragraph 8.2(b). Customer shall be permitted to add or delete Secondary Point(s) of Delivery. Service at such Secondary Point(s) of Delivery shall also be subject to the availability of capacity at such Secondary Point(s) of Delivery the recall rights of those Customers who have designated such Point(s) of Delivery as Primary Point(s) of Delivery, and a determination by Pipeline that utilization of Customer's Secondary Point(s) of Delivery:

(1) shall not adversely affect service to other existing firm Customers either at that Point of Delivery or elsewhere on Pipeline's system; or

(2) shall not adversely affect Pipeline's ability to operate its system.

(d) In the event Customer, including any Replacement Customer, is tendering Gas to Pipeline at Customer's Secondary Point(s) of Delivery, such Customer, on not less than twenty-four (24) hours notice, shall retain its right during a Month to revert back to use of such Customer's Primary Point(s) of Delivery, subject to the limitations set forth in this Section 8 and in Section 15 of Pipeline's General Terms and Conditions. In such event, Customer utilizing such Point(s) of Delivery as Secondary Point(s) of Delivery shall be required to reduce deliveries of Gas at such Secondary Point(s) of Delivery as may be required to facilitate the Customer reverting back to such Point(s) of Delivery as Primary Point(s) of Delivery. Customer who is required to reduce deliveries of Gas at Secondary Point(s) of Delivery when a Customer has selected such Point(s) of Delivery as Primary Point(s) of Delivery and

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reverts back to such Primary Point(s) of Delivery during a Month shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customers may suffer, sustain, or be liable for and shall hold Pipeline harmless from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of a Customer reverting back to Primary Point(s) of Delivery during a Month.

(e) In the event capacity is constricted, Point(s) of Delivery utilized by a Customer for transportation service pursuant to Rate Schedules ITS or ITS-OSF is subject to interruption by a Customer, including any Replacement Customer, receiving transportation service pursuant to Rate Schedules FTS, FTS-OSF or NNS who is seeking to utilize such point(s) as Primary or Secondary Point(s) of Delivery.

## 9. BILLING AND PAYMENT

9.1 The unit of measurement for billing purposes shall be one (1) Dkth or MMBtu, consisting of one million (1,000,000) Btus. Quantities measured at other temperatures and pressures shall be computed into such units, using conversion factors based on no less than six (6) decimal places for such computation, giving effect to the deviation of Gas from Boyle's law. Any such conversion factors utilized shall be reported in a format containing no less than three (3) decimal places.

9.2 Pipeline shall provide monthly billings to Customer on or before the 9th Business Day of each Month, for all services performed by Pipeline for Customer during the preceding Month. All such statements shall be standardized to the same level of detail, with minimum level shall be guided by NAESB's development of standardized data elements. Additionally, such billings, shall reflect standard field name descriptors, net billing rates, appropriate charge codes for all transactions, volumes derived from actual or best available data and shall include any appropriate backup data. When information necessary for billing purposes is in the control of Customer, then Customer shall furnish such information to Pipeline on or before the 5th Business Day of the Month. Any such information provided to Pipeline subsequent to the fifth (5th) Business Day of the Month shall be considered by Pipeline during subsequent billing periods and treated as a prior period adjustment. Regarding inadequate detail supporting documentation, supporting documentation should be

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provided upon request, with timing of supporting documentation to follow the timing of the flowing Gas transactions.

9.3 In the event an error is discovered in the amount billed in any statement provided by Pipeline to Customer, such error shall be adjusted promptly but in no case later than ninety(90) Days from the date on which Pipeline receives claim of such error from Customer, provided that any claim therefore shall have been made within six (6) Months from the date of such statement. Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from the date of initial sales invoice with a 3-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

9.4 Pipeline and Customer shall have the right to examine the books, records, and charts of the other party during normal business hours of Pipeline or Customer to the extent necessary to verify the accuracy of any statement, charge, or computation made pursuant to the provisions of this FERC Gas Tariff. The cost of such examination shall be borne by the party exercising its right of examination.

9.5 Customer shall pay Pipeline, at its designated office on or before the 20th Day of each Month, for the services performed by Pipeline for Customer during the preceding Month, and billed by Pipeline in the statement for such Month. Such payment shall include supporting documentation which shall identify items for which remittance is included and appropriate detail for amounts adjusted.

9.6 Should Customer fail to pay the amount of any bill for services performed by Pipeline for Customer when such amount is due, interest thereon shall accrue at the prime rate in effect on the date of such statement plus one percent (1%). The term "prime rate" shall mean the annual rate of interest at which short-term loans are made by The Chase Manhattan Bank, New York, New York, to its prime Customers. If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.

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9.7 If Customer's failure to pay continues for thirty (30) Days after payment is due, Pipeline, in addition to any other remedy it may have, may suspend services until such amount is paid; provided, however, that if Customer in good faith, disputes the amount of any such bill providing to Pipeline such documentation as to identify the basis for the dispute and pays to Pipeline such amounts as Customer concedes to be correct, and upon demand made by Pipeline, furnishes within thirty (30) Days a good and sufficient surety bond, in amount and with sureties satisfactory to Pipeline, conditional upon the payment of any amounts ultimately found due upon such bill after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Pipeline shall not be entitled to suspend further deliveries of Gas unless and until the sureties fail to perform in accordance with the conditions of such bond. Pipeline shall reimburse Customer for those costs incurred by Customer in furnishing the surety bond in the event of a final determination that no amounts are due Pipeline.

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9.8 If presentation of a bill by Pipeline is delayed after the 9th business day of the month, then the time of payment shall be extended accordingly unless Customer is responsible for such delay.

#### 10. CONSTRUCTION OF NEW FACILITIES AND ASSOCIATED FEES

10.1 Pipeline shall have no obligation to construct facilities to receive, redeliver, transport, or exchange Natural Gas; provided, however, if Customer requests and Pipeline, on a non-discriminatory basis, elects to construct such facilities, Customer shall, at Pipeline's request, reimburse Pipeline for all costs incurred for facilities Pipeline constructs to receive, redeliver, transport or exchange, Gas volumes for Customer.

10.2 Customer shall reimburse Pipeline for any filing or other fees which Pipeline is obligated to pay to the FERC or any other governmental authorities to implement or continue any service provided pursuant to this FERC Gas Tariff. Any reimbursement due Pipeline by Customer pursuant to this Section 10 shall be due and payable to Pipeline within ten (10) Days of receipt by Customer of Pipeline's invoice for such reimbursement.

10.3 In the event Pipeline elects to construct facilities pursuant to this Section 10, any Gas which is lost as a result of such construction shall be replaced by Customer at a time and place and in such quantities as determined by Pipeline; provided, however, Customer shall not be responsible for replacing those quantities lost due to the negligence of Pipeline.

#### 11. LATERAL LINE POLICY

11.1 To the extent that Pipeline elects to provide service pursuant to this FERC Gas Tariff, it shall be Pipeline's policy to finance, construct, own, and operate laterals serving Customers. This policy shall be applicable to the financing, construction, ownership, and operation of laterals serving both existing and prospective Customers under Pipeline's Rate Schedules contained in this FERC Gas Tariff.

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Superseding: First Revised Sheet No. 144

11.2 The term "lateral" shall mean any future pipeline, other than mainline, constructed so as to interconnect with existing Pipeline facilities to deliver or receive Natural Gas to or from Customer(s) inclusive of new delivery points and enlargements or replacements of present lateral lines.

11.3 Pipeline may finance, construct, own, and operate lateral lines when in Pipeline's reasonable discretion it is economically and operationally feasible to do so. To the extent that construction and operation of lateral lines is for the benefit of a specific Customer(s), Pipeline may require Customer(s) to make a contribution in aid of construction; provided, however, all lateral lines shall be designed, constructed, owned, and operated by Pipeline.

11.4 Nothing in this Section 11 shall require Pipeline to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act (NGA). Further, nothing in this Section 11 shall prevent Pipeline from contesting an application for service filed pursuant to section 7(a) of the NGA. Pipeline reserves the right to waive the policy set forth in this Section 11, for good cause shown, during any proceeding before the FERC instituted under section 7 of the NGA.

## 12. STANDARDS OF CONDUCT

### 12.1 Shared Personnel and Facilities

Information on any operating facilities or operating personnel that Midla shares with any of its marketing affiliates is available on its Interactive Internet Website at [www.enbridgeus.com](http://www.enbridgeus.com) under Informational Postings.

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12.2 All terms and conditions contained in this FERC Gas Tariff shall be applied in a nondiscriminatory manner without preference to Pipeline, or its marketing affiliates.

12.3 Pipeline shall provide service under Rate Schedules FTS, ITS, FTS-OSF, ITS-OSF, and NNS on a basis that is equal in quality for all Gas supplies transported by Pipeline under such Rate Schedules, whether purchased from Pipeline, from Pipeline's affiliates, or from another entity.

12.4 A Service Agreement executed pursuant to the terms and conditions contained in this FERC Gas Tariff shall not be conditioned in any manner by an agreement relating to any services provided by Pipeline on behalf of its affiliates, any services provided by Pipeline's affiliates, or any services which involve Pipeline's affiliate.

12.5 Complaints by Customers or Potential Customers on Pipeline's transmission system concerning any of Pipeline's Order Nos. 497 or 636 compliance procedures shall be submitted to

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Pipeline, attention General Counsel, and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Within forty-eight (48) hours of receipt of this information, the General Counsel of Pipeline shall respond initially to the Customer or Potential Customer, and within thirty (30) Days of receipt of this information, the General Counsel shall provide a written response to the Customer or Potential Customer.

13. FORCE MAJEURE

13.1 The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes or threats of hurricanes, fires, storms, floods, washouts, arrests, and restraints of the Government, either Federal or State, including both civil and military, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of Natural Gas wells, curtailment on other pipelines, inability of any party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities, both Federal and State, including both civil and military, and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the party claiming suspension; provided, however, that said term shall not mean or include any such cause within the control of the party claiming suspension, nor any cause which by the exercise of due diligence such party is able to overcome. The settlement of strikes or lockouts, however, shall be entirely within the discretion of the party having the difficulty, and the requirement in Paragraph 13.2 hereof that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of the party having the difficulty.

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**Original Sheet No. 147** Original Sheet No. 147 : Effective

13.2 In the event either Pipeline or Customer is rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligation to make payments due, then on giving notice and reasonably full particulars of such force majeure in writing within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of an inability so caused, but no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

14. BALANCING AND IMBALANCE PROVISIONS

14.1 It shall be the responsibility of Customer to provide accurate and timely nominations of quantities proposed to be received and delivered by Pipeline under all of Customer's Service Agreements and to maintain, as nearly as practicable, equality between quantities actually received by Pipeline and delivered to Customer under each Service Agreement with Customer's scheduled quantities. Customer shall cause the rate of deliveries to Pipeline at the Point(s) of Receipt under a Service Agreement to equal, as nearly as practicable, the rate of deliveries by Pipeline at the Point(s) of Delivery under such Service Agreement. Upon notice by Pipeline and/or issuance of an Operational Flow Order, such rates of receipts or deliveries shall be adjusted within time periods as specified by Pipeline in its notice or Operational Flow Order to Customer. Failure to comply with a notice or Operational Flow Order issued by Pipeline will make Customer subject to a penalty, as set forth in Section 5.9(b) hereof.

14.2 Gas transported by Pipeline pursuant to any firm or interruptible Rate Schedules will be received and redelivered on a thermally equivalent basis as nearly as practicable at uniform hourly and daily rates.

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14.3 To correct an imbalance incurred during a Month, Customer may submit a request setting forth a correcting imbalance, to be undertaken during the Month that the imbalance occurs, that results in overdeliveries to Pipeline at Point(s) of Receipt or underdeliveries to Customer at Point(s) of Delivery; provided, however, such receipts and deliveries shall not exceed Customer's MDQ and, provided further, that such request to correct the imbalance shall be subject to Pipeline's approval, which approval shall not be unreasonably withheld.

14.4 If Pipeline determines in its reasonable judgment, on a non-discriminatory basis, that imbalances on its system impair Pipeline's ability to operate its system, Pipeline shall have the right to notify Customer through an Operational Flow Order to correct immediately such imbalance. Failure to comply with an Operational Flow Order issued by Pipeline will make Customer subject to a penalty, as set forth in Paragraph 5.9(b) hereof.

14.5 Customer receiving service under Rate Schedule NNS shall not be subject to Paragraphs 14.2, 14.3, and 14.4 hereof; provided, however, to the extent that quantities of Gas delivered from Pipeline's system pursuant to Rate Schedule NNS exceed Customer's NNS MDQ, Customer shall be subject to a penalty, as set forth in Paragraph 17.5.

#### 14.6 Monthly Imbalances

(a) Non-Winter Period (April - October) Imbalances - Provided that Customer has not been notified by Pipeline that its imbalances are creating an operational problem on its system, and the continuation of the imbalance is endangering service to other Customers, Pipeline shall notify and post, pursuant to Paragraph 14.9 hereof the imbalance for netting and/or trading. If a trade is not made, Customer shall have until the end of the following Month to eliminate its imbalance with no penalty. If Customer does not eliminate such imbalance by the end of the following Month or has been notified by Pipeline that its imbalance is creating an operation problem, such imbalance shall be Cashed-out pursuant to the provisions of Paragraph 14.7 hereof.

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(b) Winter Period (November - March) Imbalances - Provided that Customer has not been notified by Pipeline that its imbalances are creating an operation problem on its system, and the continuation of the imbalance is endangering service to other Customers, and Customer is not able to trade its imbalance pursuant to the provisions of Pipeline's imbalance netting and trading service as provided under Paragraph 14.7 hereof and Pipeline and the Customer have not mutually agreed to an alternate method, Pipeline and Customer shall Cash-out any imbalance between deliveries and scheduled nominations at the Delivery Point(s) as provided under Section 14.7 hereof. Pipeline shall divide the monthly imbalance by the sum of all scheduled nominations for all Days of the Month for each Delivery Point(s) to determine the percentage monthly Imbalance for the purpose of the Cash-Out as set forth hereinafter,

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#### 14.7 Imbalance Trading and Cash Out Procedure

It shall be the responsibility of Customer to eliminate end-of-Month imbalances. Unless Customer can resolve an imbalance through the methods set forth below, Pipeline and Customer shall settle in cash, pursuant to 14.7(b) and (c) of this section any net production imbalance remaining between actual or allocated receipt quantities and actual or allocated delivery quantities on the invoice submitted in the Month following the Month in which such imbalances were resolved.

##### (a) Imbalance Trading and Netting

(i) On or before the ninth (9th) Business Day of each Month, Pipeline shall send Customer or any party using such services on behalf of the Customer ("Agent"), collectively referred to as "Customer" under Sections 14.7(a) thru 14.7(c), a statement detailing the unresolved imbalance volume for the previous Month within each Service Agreement. Customer may correct imbalances until the seventeenth (17th) Business Day of each Month, by posting and trading imbalances with other Customers or by netting imbalances created under its own transportation contracts.

(ii) Customer shall use the forms prescribed by the Pipeline, to notify Pipeline as to how its monthly imbalances will be resolved for the preceding calendar Month. These forms are located on the "Informational Postings" portion of the Pipeline's Internet web site under "Downloads" and are listed as Imbalance Trading and Netting Forms. Such notification from the Customer (the initiating trader) shall constitute Pipeline's authorization to proceed as indicated on the submitted form. Customer can access the forms by downloading such forms from Pipeline's web site or by printing the forms directly from the Internet browser.

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(iii) In order for Customer to post imbalances to the Pipeline's Internet web site, it must complete and submit to Pipeline, the Monthly Imbalance Trading and Netting Form No 1, in accordance with the methods prescribed on such form. Pipeline must receive such completed form by 11:45 a.m. Central Clock Time ("CCT") in order for imbalances to be posted by 8:00 a.m. CCT the next Business Day. Upon receipt of such form, Pipeline shall post Customer's imbalances to its Internet web site, to allow Customer to trade the specific quantity with other Customers. Any imbalances authorized for posting received by Transporter by 11:45 a.m. CCT on the eighth (8th) Business Day of the Month shall be effective by 8:00 a.m. the next Business Day. Imbalances previously authorized for posting shall be posted on or before the ninth Business Day of the Month. Customer shall have the ability to view, and download such postings. Pipeline shall not be required to post zero (0) imbalances.

(iv) In order for Customer to trade and/or net its imbalances, it must complete and submit to Pipeline the appropriate Monthly Imbalance Netting and Trading Forms, as follows. Form No. 2 shall be used by the Customer (the initiating trader), to net imbalances across its own transportation contracts. Form No. 3 shall be used by the Customer (the initiating trader) to trade imbalances with other Customers (the confirming trader). Pipeline must receive appropriate completed form prior to the seventeenth (17th) Business Day of the Month. In order for imbalances to be netted or traded, the imbalances must occur within the same production Month and same Operational Impact Area for which the original imbalance occurred, and must not have an adverse impact upon pipeline's system. For the purpose of Imbalance Trading and Netting Services, Operational Impact Area shall be defined to mean Pipeline's entire system.

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(v) Customer can withdraw its imbalance trades by using the Imbalance Trading and Netting Form No. 4, as long as this form is received by the Pipeline prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by the Pipeline. After receipt of an Imbalance Trade Confirmation, Pipeline shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon CCT the next Business Day.

(vi) After the seventeenth (17th) Business Day of the Month Pipeline shall adjust the preceding Month's imbalance to reflect the quantities traded and/or netted. No additional charges to the Customer will be imposed for monthly imbalances so adjusted.

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

(b) Pricing for Cash Out

(i) With the exception of Midla's T-32 lateral, the index price used in the cash-out procedures under Section 14.7(c) shall be the price per MMBtu equal to the "Bid Week" price published for the Month in which the imbalance occurred, as stated in Natural Gas Week's "Gas Price Report for Louisiana, Gulf Coast, Onshore Spot, Delivered to Pipeline". In the event that the prices published in Natural Gas Week are no longer available or valid, the index price used in the calculation shall be equal to the prevailing price reported in Inside FERC's Gas Market Report under the heading of "Index" for "Southern Natural Gas Co. (Louisiana) for the first Day of each Month, or the earliest Day of such Month if such price is not reported for the first Day until Pipeline files to revise this FERC Gas Tariff and may, in its reasonable judgment, select a representative price in the interim subject to refund.

(ii) For the T-32 lateral, the index price used in the cash-out procedures under Section 14.7(c) shall be the price per MMBtu equal to a calculated weighted average cash-out price on the T-32 lateral. For each Month, the weighted average cash-out price shall be determined by multiplying the applicable cash-out price of each upstream interconnecting pipeline ("Upstream Pipeline") on the T-32 lateral by a percentage equal to the Gas volumes scheduled for delivery by the Pipeline into the T-32 lateral from such Upstream Pipeline, divided by the total volumes scheduled for delivery into the T-32 lateral, and then totaling the products obtained by such calculation for each such Upstream Pipeline to arrive at the weighted average cash-out price for each billing Month.

If no cash-out price is posted for an Upstream Pipeline in a particular Month, Pipeline shall use the index price as defined in Section 14.7(b)(i) above in the cash-out calculation for the T-32 lateral.

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**Original Sheet No. 152A** Original Sheet No. 152A : Effective

(c) Cash-out Procedures

(1) Imbalance Due Pipeline - In the event of an imbalance caused when delivery quantities exceed receipt quantities and such imbalance was not resolved pursuant to paragraph 14.7(a) of this section, Pipeline shall invoice Customer for such imbalances as follows.

(i) Such bill shall be calculated by multiplying the total imbalance by the index price multiplied by one or more of the following factors:

Imbalance Level	Factor
0% - 5%	1.00
5% - 10%	1.10
Greater than 10%	1.20

The imbalance level shall be calculated by dividing the imbalance by the scheduled delivery quantities. To the extent an imbalance is

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affected by more than one factor, only that portion of the imbalance which exceeds each imbalance level will be assessed at the higher factor.

(ii) The Customer shall pay Pipeline as provided herein and in accordance with Section 9 of Pipeline's General Terms and Conditions.

(2) Imbalance Due Customer - In the event of an imbalance caused when receipt quantities exceed delivery quantities, and such imbalance was not resolved pursuant to paragraph 14.7(a) of this section, Pipeline shall provide a credit on the invoice to the Customer as follows.

(i) Such credit shall be calculated by multiplying the total imbalance by the index price multiplied by one or more of the following factors:

Imbalance Level	Factor
0% - o 5%	1.00
5% - o 10%	.90
Greater than 10%	.80

The imbalance level shall be calculated by dividing the imbalance by the scheduled delivery quantities. To the extent an imbalance is affected by more than one factor, only that portion of the imbalance which exceeds each imbalance level will be assessed at the lower factor.

(ii) In the event the credit calculated above exceeds, the total invoiced amount, Pipeline shall apply such excess to any prior period unpaid amounts. Any remaining credit amounts will be remitted to Customer on or before the - the last Business Day of the Month for which invoice is issued.

Pipeline shall have no responsibility for the distribution of funds beyond the initial distribution to Customer.

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**Original Sheet No. 154** Original Sheet No. 154 : Effective

- (d) Imbalances existing prior to the effective date of this Section 14 shall be corrected pursuant to procedures in effect at the time the imbalance was incurred, unless the parties agree to a cash settlement.

**Second Revised Sheet No. 155** Second Revised Sheet No. 155  
Superseding: First Revised Sheet No. 155

15. NOMINATING, SCHEDULING, AND CONFIRMATION PROCEDURES

15.1 Nominations

(a) Firm Transportation

(1) If Customer desires service under the FTS or FTS-OSF Rate Schedules, including any segmentation of Customer's contractual rights, Customer shall give notice, either written or electronic format, of Customer's nomination to Pipeline specifying the contract under which such service is requested, the quantity of Gas Customer requests under Customer's FTS or FTS-OSF Service Agreement(s); provided however that the requested quantity shall not be in excess of the applicable Contract MDQ, except as permitted in Paragraph 8.2(b), and the date(s) upon which such service is desired which dates shall include both a transaction start and transaction end date. Such nomination shall include the quantity of Gas at each Point of Receipt and each Point of Delivery in addition to all other data elements required in order to constitute a complete and valid transaction as defined by NAESB. Unless otherwise agreed to by Pipeline in an executed Service Agreement with Customer, Pipeline shall require Customer to withdraw Gas from Pipeline's system at Point(s) of Delivery in uniform rates of flow which shall not exceed one-fifteenth (1/15th) of Customer's MDQ in any one (1) hour period.

(2) Customer's nomination, to be deemed timely, must be received by Pipeline in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof, provided, however, that a Customer that has acquired capacity by the way of a capacity release shall have the right to submit an intra-day nomination for the next available nomination cycle for the effective date of the contract. In the event Customer does not submit a timely nomination or desires to alter a timely nomination prior to confirmation by Pipeline, Customer may submit a late nomination which will be processed after timely nominations have been scheduled.

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If Pipeline determines in its reasonable judgment that operating conditions will permit such change, a late nomination may be implemented by Pipeline subject to confirmation.

(3) Customers shall have the right, on or after the first Day of flow under any scheduled nomination, to submit a new nomination for any Day complying with the procedures set forth in Paragraph 15.1 (a) (1) and 15.1 (a) (2) of this section. Such new nomination shall be implemented by Pipeline in accordance with the timeline(s) set forth in Paragraph 15.1.(i) and Paragraph 15.3 of Pipeline's General Terms and Conditions and only if such nomination is permitted, in Pipeline's reasonable judgment, by Pipeline's system operating conditions, and if such nomination may be implemented, in Pipeline's reasonable judgment, without detriment to any other firm Customer. Such new nomination shall specify Customer's anticipated service requirements and the date(s) throughout which such service is desired in addition to any other data elements as required by Paragraph 15.1(a)(1)hereof.

(4) In addition to the rights set forth hereinabove, Pipeline shall allow, Customer to submit intra-day nominations in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof. Such intra-day nomination can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled Gas. Such revised nominations shall designate the contract under which such service is requested, the date and time for which such service is to become effective, the requested daily flow rates at each receipt point, and all other data elements as required.

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Such revised nomination shall specify Customer's anticipated service requirements for the Gas Day specified and shall revert to previously scheduled levels upon termination of the current Gas Day.

(b) Interruptible Transportation

(1) If Customer desires transportation under the ITS or ITS-OSF Rate Schedules, Customer shall give notice, either in written or electronic format, of Customer's nomination to Pipeline, specifying the contact number under which such service is being requested, the quantity of Gas Customer requests under Customer's ITS or ITS-OSF Service Agreement(s); provided, however that the requested quantity shall not be in excess of the applicable Contract MDQ and the date(s) upon which service is desired which dates shall include both a transaction start and transaction end date. Such nomination should reflect the quantity of Gas requested for each Point of Receipt and each Point of Delivery in addition to all other data elements required in order to constitute a complete a valid transaction as defined by NAESB. Unless otherwise agreed to by Pipeline in an executed Service Agreement with Customer, Pipeline shall require Customer to withdraw Gas from Pipeline's system At Point(s) of Delivery in uniform rates of flow which shall not exceed one-fifteenth (1/15th) of Customer's MDQ in any one (1) hour period.

(2) Customer's nomination, to be deemed timely, must be received by Pipeline in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof. In the event Customer does not submit a timely nomination or desires to alter a timely nomination prior to confirmation by Pipeline, Customer may submit a late nomination which will be processed after

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timely nominations have been scheduled. If Pipeline determines in its reasonable judgment that operating conditions will permit such change, a late nomination may be scheduled by Pipeline subject to confirmation.

(3) Customers shall have the right, on or after the first Day of flow under any scheduled nomination, to submit a new nomination complying with the procedures set forth in Paragraph 15.1(b)(1) and 15.1(b)(2) of this section. Such new nomination shall be implemented by Pipeline in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof and Paragraph 15.3 of Pipeline's General Terms and Conditions and only if such new nomination is permitted, in Pipeline's reasonable judgment, by Pipeline's system operating conditions, and if such nomination may be implemented, in Pipeline's reasonable judgment, without detriment to any firm Customer or another Rate Schedule ITS or ITS-OSF Customer who has already provided a nomination for that Day. Such new nomination shall specify Customer's anticipated service requirements and date(s) throughout which such service is desired in addition to any other data elements as required by paragraph 15.1(b)(1) hereof.

(4) In addition to the rights set forth hereinabove, Pipeline shall allow Customer to submit intra-day nominations in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof. Such intra-day nomination can be used to nominate new supply or market, request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled Gas. Such revised nominations shall designate the contract under which such service is requested, the date and time for which such service is to become effective, the requested daily flow rates at each receipt point, and all other data elements as required by Paragraph 15.1 (a) (1) hereof for the affected Gas Day. Such revised nomination shall specify Customer's anticipated service requirements for the Gas Day specified and shall revert to previously scheduled levels upon termination of the current Gas Day.

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(c) Nominations shall be effective for the period for which such nominations are made unless and until a new nomination has been received and confirmed by Pipeline; provided, however, no nomination for service shall be allowed to endure beyond the expiration date of the contract for which such service is nominated.

(d) All nominations shall be considered original nominations having a prospective effect, only and shall be replaced to be changed. Any nomination received by Pipeline for a specified date range shall be considered an original nomination. Subsequent nominations(s) for one or more Days within the previously-specified date range shall supersede the previous nomination only to the extent of the Days specified. Any Days outside the range of the subsequent nomination remain unaffected.

(e) The absence of a nomination in place for any Day shall be an election by Customer not to receive service under any FTS, FTS-OSF, ITS or ITS-OSF agreement.

(f) For purposes of nominating in-kind Fuel Reimbursement under any FTS, FTS-OSF, ITS, or ITS-OSF agreement, fuel shall be calculated as follows: "the quantity( $l$  minus fuel percent) divided by 100) multiplied by receipt quantity equals delivery quantity", i.e.,  $((1 - \text{Fuel } \%) / 100) \times R = D$ . the result of which calculation shall be rounded to the nearest whole Dkth. Nominations of in-kind Fuel Reimbursement shall carry the same level of priority of service as the transaction to which it applies. Pipeline shall not reject a nomination for reasons of rounding differences due to fuel calculation of less than five (5) Dth.

g) Customer may designate an Agent to nominate service on Customer's behalf. Customer shall notify Pipeline in Customer's request for service pursuant to Section 27 of General Terms and Conditions of Customer's designated Agent. Pipeline shall be authorized to rely on nominations provided by Customer's Agent. By designating an Agent, Customer agrees to

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indemnify and hold harmless from all suits, actions, damages, costs, losses and expenses arising in any way from actions of Customer's Agent on behalf of Customer, the failure of Customer's Agent to act on behalf of Customer, or Pipeline's reliance upon the information provided to Pipeline by Customer's Agent.

(h) Any waiver of any deadline(s) set forth in this Section 15.1 governing the transmittal of information or data in any form is at sole discretion of the party anticipating the receipt of such data. Sender of such information or data may not waive and is bound to adhere to such deadline(s) unless waiver has been granted by the receiving party.

(i) **Nomination Timeline:** Nominations, other than for capacity being recalled which is subject to the timing as stated in 15.1(i)(E) below, may be submitted, accepted, confirmed and scheduled in accordance with the following:

(A) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and Point Operator (central clock time on the Day prior to flow).

(B) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected Customers and Point Operators, and to provide scheduled quantities to bumped parties, (central clock time on the Day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another service requester to receive notice that it is being bumped shall be effective at 9:00 a.m. on the Gas Day; and when an Evening Nomination causes another service requester to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the Gas Day.

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(C) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected Customers and Point Operators, and to provide scheduled quantities to bumped parties, (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nomination shall be effective at 5:00 p.m. on the Gas Day.

(D) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected Customers and Point Operators (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nomination shall be effective at 9:00 p.m. on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(E) (i) For the recall of capacity, or the recall of any unscheduled capacity, effective with the Evening Nomination Cycle, Releasing Customer shall notify Transporter by 5:00 p.m. CCT of its recall of capacity subject to a capacity release. Transporter shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 6:00 p.m. CCT and Releasing Customer and Replacement Customer shall submit a nomination or, in the case of a recall, a revised nomination by 6:00 p.m. CCT.

(ii) For the recall of capacity, or the recall of any unscheduled capacity, effective with the Timely Nomination Cycle, Releasing Customer shall notify Transporter by 8:00 a.m. CCT of its recall of capacity subject to a capacity release. Transporter shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 9:00 a.m. CCT and Releasing Customer and Replacement Customer shall

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submit a nomination by 11:30 a.m. CCT.

(iii) For the recall of any unscheduled capacity, effective with the Intra-Day 1 Nomination Cycle, Releasing Customer shall notify Transporter by 8:00 a.m. CCT of its recall of capacity subject to a capacity release. Transporter shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 9:00 a.m. CCT and Releasing Customer shall submit a nomination by 10:00 a.m. CCT.

(iv) For recall of any unscheduled capacity, effective with the Intra-Day 2 Nomination Cycle, Releasing Customer shall notify Transporter by 3:00 p.m. CCT of its recall of capacity subject to a capacity release. Transporter shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 4:00 p.m. CCT and Releasing Customer shall submit a nomination by 5:00 p.m. CCT.

(F) For purposes of NAESB Standards 1.3.2 (ii), (iii), and (iv), which is incorporated herein as Paragraph 15.1(i)(B), (C) and (D), "provide" shall mean for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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## 15.2 Confirmations

(a) The confirmation process shall be initiated by the Pipeline.

(b) Customers that are required by this FERC Gas Tariff to provide nominations shall be responsible for verifying that nominations have been confirmed and shall be responsible for ensuring that each affected Point Operator confirms timely nominations in accordance with the timeline(s) set forth in Paragraph 15.1.(i) hereof. Customers shall be required to conform quantities of Gas delivered at a point to such confirmed nominations.

(c) Nominations for which a confirmation is initiated but not received shall be scheduled by using the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.

(d) Customers required by this FERC Gas Tariff to provide nominations shall be required to provide Pipeline with Customer's or its Agent's address, telephone number, and facsimile machine number to be available twenty-four (24) hours a Day, seven (7) Days a week. Customers shall be required to maintain the appropriate address, telephone number, and facsimile machine number to be available twenty-four (24) hours a Day, seven (7) Days a week of all parties in the confirmation path to the affected Point Operator.

(e) Any waiver of any deadline(s) set forth in this Section 15.2 for the transmittal of information or data in any form is at the sole discretion of the receiving party. Sender of such information or data may not waive and is bound to adhere to such deadline(s) unless waiver has been granted by receiving party.

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### 15.3 Scheduling

(a) Based upon the timely receipt of confirmation of nominations for service under Rate Schedules FTS and FTS-OSF, Pipeline shall schedule receipts and deliveries of Gas among such Customers according to the quantities of Gas confirmed to be scheduled up to but not in excess of the applicable contractual entitlement of each Customer.

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(b) Following the scheduling of receipts and deliveries for Customers receiving service pursuant to Rate Schedules FTS, FTS-OSF and NNS Pipeline shall schedule receipts and deliveries of Gas based upon Customer's confirmed nominations for service under Rate Schedules ITS and ITS-OSF. Scheduling of receipts and deliveries for Customers under Pipeline's interruptible rate schedules shall follow the sequence set forth below:

(1) Service to be provided at the maximum rate of Pipeline then in effect on a first-come, first-served basis;

(2) Service to be provided at a rate less than the maximum rate of Pipeline then in effect in sequence, beginning with the rate most proximate to the maximum rate, and within each of these rate categories on the basis of the term of the service agreement and thereafter on a first-come, first-served basis.

(3) Within each of these rate categories among Customers with the identical first-come, first-served priority on Pipeline's system where Pipeline is unable to accept the nominations of all such Customers, Pipeline shall schedule quantities among said Customers on a pro rata basis based upon Customer's nominations received by Pipeline.

(c) When scheduling service under Rate Schedules FTS, FTS-OSF and NNS, Pipeline shall first schedule receipts and deliveries of Gas at particular Point(s) of Receipt and Point(s) of Delivery for Customers who have designated such Point(s) of Receipt and Point(s) of Delivery as Primary Point(s) of Receipt and Primary Point(s) of Delivery pursuant to Section 8 of the General Terms and Conditions. To the extent capacity is available at such Point(s) of Receipt and Point(s) of Delivery, Pipeline shall then schedule receipts and

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deliveries of Gas for Customers who have designated such Point(s) of Receipt and Point(s) of Delivery as Secondary Point(s) of Receipt or Secondary Point(s) of Delivery pursuant to Section 8 of the General Terms and Conditions and, such Secondary Point(s) are within the Customer's contractual capacity path. To the extent capacity remains available at such Point(s) of Receipt and Point(s) of Delivery, Pipelines shall then schedule receipts and deliveries of Gas for Customers who have designated such Points(s) of Receipt and Points(s) of Delivery as Secondary Point(s) of Receipt or Secondary Point(s) of Delivery pursuant to Section 8 of the General Terms and Conditions and, such Secondary Point(s) are outside the Customer's contractual capacity path. For scheduling purposes, that portion of a segmented transaction that flows in the opposite direction of the Customer's primary path will be considered out of the path. For purposes of the initial scheduling of timely confirmed nominations pursuant to Paragraph 15.1(a)(1) of the General Terms and Conditions and Paragraph 15.1.(i) of the Nomination Timeline, in the event a Customer has requested Secondary Point(s) of Receipt or Secondary Point(s) of Delivery which are unavailable because of capacity constraints, Customer shall have the right to re-designate Primary Point(s) of Receipt or Primary Point(s) of Delivery and displace any Customer who has designated such point(s) as Secondary Point(s) of Receipt or Secondary Point(s) of Delivery. Customer who has selected Secondary Point(s) of Receipt and Secondary Point(s) of Delivery pursuant to Section 8 of General Terms and Conditions shall have priority over interruptible customers for scheduling purposes at such points.

(d) Upon completion of scheduling of all timely, confirmed nominations, late nominations for which required confirmations have been received shall be scheduled by Pipeline following the priorities set forth in Paragraph(a), (b), and (c) of this Section 15.3. Late nominations are exempt from the requirements of Paragraph 15.3(f), below.

(e) Intra-day nominations will be scheduled as confirmed and upon determination of operational feasibility, but are exempt from the requirements of Paragraph 15.3(f), hereof. Scheduling priority will be given to an intra-day nomination submitted by a firm Customer over nominated and scheduled volumes for interruptible Customers. An interruptible Customer will be provide advance notification of such reduction in scheduled volumes due to intra-day nomination by a firm Customer In accordance with Paragraph 5.6(b) of these General Terms and Conditions, Interruptible Customers shall have forty-eight (48) hours in which to conform scheduled quantities prior to the assessment of any penalties. Pipeline will follow the timeline(s) set forth in Paragraph 15.1.(i) hereof.

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(f) At the end of each Gas Day, Pipeline shall provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the NAESB 1.4.x scheduled quantity related standards, Pipeline shall send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the Pipeline's sending of the end of Gas Day Scheduled Quantity document.

(g) Any waiver of any deadline(s) set forth in this Section 15.3 for the transmittal of information or data in any form is at the sole discretion of the receiving party. Sender of such information or data may not waive and is bound to adhere to such deadline(s) unless waiver has been granted by receiving party.

15.4 For the purposes of nominating Gas flows in accordance with Section 15.1(a)(2) or 15.1(a)(4) and 15.1(b)(2) or 15.1(b)(4) hereof, confirming Gas flows, or scheduling Gas flows, Pipeline shall designate personnel to be available on a twenty-four (24) hour basis. Such personnel may be contacted at (832) 214-5640. No change in scheduled activity, if requested during other than standard business hours of 8:00 a.m. to 5:00 p.m. Central Clock time on any Business Day shall be considered confirmed or scheduled until Pipeline's designated representative has been contacted at such number and all appropriate steps in the confirmation and scheduling process have been completed or waived by Pipeline.

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16. ALLOCATION PROCEDURES

16.1 In the event that Gas is scheduled for any Day to be received or delivered by Pipeline at Point(s) of Receipt or Point(s) of Delivery on Pipeline's system for Customer, Pipeline shall allocate quantities received or delivered as set forth in Paragraph 16.2 and make such daily operational allocations available within one (1) Business Day after the end of the Gas Day. Allocated quantities and imbalances should be expressed in the same units as the nominated quantities. In the event that the allocation information as specified in the provisions of Paragraph 16.2 is not provided, the Pipeline shall allocate actual quantities as set forth in the provisions of Paragraph 16.3.

16.2 (a) Pipeline shall allocate on each Day actual Gas quantities received or delivered by Pipeline among all scheduled quantities. Such allocations shall be based on 1) the existence of an OBA at the affected point or location; or 2) in the absences of an OBA, such allocation shall be based on the PDA(s) submitted to Pipeline during the Business Day prior to such Gas Day by Customer, Customer's Agent or the Point Operator. Such PDA(s) may be submitted to Pipeline in writing or electronically. A PDA, whether submitted by Customer, Customer's Agent or the Point Operator, upstream or downstream custody transfer party who is providing the point confirmation shall be a NAESB approved allocation methodology type, contain the standardized data elements as defined by NAESB and, shall set forth sufficient information to describe the allocation priority for each Point of Receipt and Point of Delivery when actual quantities received or delivered exceed scheduled quantities, and shall set forth sufficient information to describe the allocation priority for each Point of Receipt and Point of Delivery when actual quantities received or delivered are less than scheduled quantities. PDA's submitted to Pipeline shall be acknowledged to transmitter within fifteen (15) minutes of receipt.

(b) It shall be the obligation of Customer to ensure that Customer's Agent and/or the Point Operator comply with the provisions of this Section 16. In the event that a Point Operator is responsible for scheduling receipts or deliveries at Point(s) of Receipt or Point(s) of Delivery, Pipeline shall first rely on a PDA submitted by Customer. In the event that Customer has designated an Agent for scheduling of receipts or deliveries, then the PDA submitted by Customer's Agent shall have precedence over a PDA submitted by Customer but such PDA

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of Customer's Agent shall not have precedence over a PDA submitted by a Point Operator.

(c) A PDA submitted to Pipeline may specify one or more of the following allocation methodology types, which specification shall be subject to approval by Pipeline, provided, however, that Pipeline shall not unreasonably withhold such approval. The methodology types acceptable to Pipeline are: 1) Ranked, 2) Pro Rata, 3) Percentage, 4) Swing, and 5) Operator Provided Value. Such standard allocation methodologies shall be available for use at all points. A new allocation detail may be needed when a nomination changes.

(d) At a location which is not covered by an OBA, Midla will allocate to Customers at the Customers' contract level or higher. Midla is not required to allocate to a lower level or accept accounting allocation instructions from the Customer (i.e., neither Pre-determined Allocations (PDAs) nor Customer ranks supplied in the nominations).

Where Midla allocated to a lower level (more detailed) than the Customer contract level and where:

- i. The Confirming Parties confirm at a higher level (less detailed) than the nomination level; and,
- ii. A Customer has submitted more than one nomination line item to Midla;

Midla should employ the its tariff allocation methodology (including, where applicable, employing the other Confirming Party(ies)' (PDAs) to allocate Gas to the confirmation detail level.

Midla should then either:

- a) accept and employ a PDA from such Customers or
- b) employ the Customer's ranks supplied in the nomination.

Where Midla accepts PDAs from a Customer (as specified in a) above and the Customer does not provide a PDA, Midla should employ the tariff allocation methodology.

(e) At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PDA) to the allocating party at a level that is based on the allocating party's business practice, but in no event, will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.

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(f) A Pre-determined Allocation (PDA) may not be used to allocate Gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and Midla's existing Tariff or general terms and conditions, the latter will prevail.

(g) Any PDA submitted by or for Customer shall be effective for the term specified in such PDA, provided that such term may not cover a period of less than one Day or longer than one Month; provided, further, any PDA may not extend beyond the end of any calendar Month.

16.3 The types of allocation methodologies is a list from which two parties may agree. In the event that the allocation information is not provided in accordance with Paragraph 16.2 for any Point(s) of Receipt or Delivery, or if an allocation is provided but is not in full compliance with the provision set forth in Paragraph 16.2, or if the two parties cannot agree upon an allocation methodology, the actual quantities measured at such Point(s) shall be allocated among Customers on a pro rata basis according to scheduled quantities. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

16.4 Any allocation submitted in accordance with the provisions set forth in this Section 16 shall be binding as to Pipeline and as to each and every allocated entity at such Point(s) of Receipt or Point(s) of Delivery on such Day. Dispute of any allocation provided by Pipeline shall be made within six (6) Months of the date of the initial Month-end allocation. Pipeline shall have three (3) Months to respond to such dispute. Pipeline shall not be liable to any Customer or third party as a result of Pipeline's reliance on any allocation in accordance with the provisions set forth in this Section 16.

16.5 In the event of the occurrence of operational constraints, as set forth in Section 6 hereof, the curtailment and/or ranking procedures set forth therein shall have precedence over the allocation procedures provided for in Paragraphs 16.2 and 16.3 of this Section 16.

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17. PENALTIES

17.1 (a) In addition to the penalties set forth below, a Customer shall be liable for and shall be required to reimburse Pipeline for all penalties, charges and fees which Pipeline is required to pay to other pipelines as a consequence of such Customer's actions. The charges under this Section 17.1(a) shall be flowed through to such Customers on an as-billed basis.

(b) A Customer shall indemnify Pipeline from and against any and all losses, damages, or expenses of every kind and character which Pipeline or another Customer may suffer, sustain, or be liable for and shall hold Pipeline harmless from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of any action, inaction, or omission by the indemnifying Customer which results in the assessment of a penalty under this Section 17.

(c) Pipeline shall have the option to waive or reduce, on a non-discriminatory basis, the penalties set forth in this Section 17. Pipeline shall waive any penalties attributable to the actions, inactions, or omissions of Pipeline or third parties under the control of Pipeline.

(d) Any penalty or cash-out revenue collected pursuant to this Section 17, Section 5 or Section 14 by Pipeline during each Month of a 12 Month period, beginning on the effective date of the Section 17.1(d) net of all costs incurred by Pipeline, shall be refunded to each non-offending Customer (during the period the penalty or cash-out was incurred). For the purpose of computing credits to non-offending customer(s), such calculations shall be computed on a monthly basis. If Pipeline incurs a net cost during such 12 Month period, the amount will be deferred to offset against penalty revenue during the next 12 Month period. Carrying costs shall be calculated on the net balance each Month utilizing the rate set forth in Section 154.501 of the Commission's Regulations.

(e) In the event Customer's actions would subject Customer to more than one (1) penalty provision under this

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Section 17, Pipeline is authorized to collect only a single penalty equal to the highest applicable penalty.

17.2 A Customer's failure to comply with an Operational Flow Order issued pursuant to Paragraph 5.9 and/or Section 14 herein shall subject such Customer to a Daily Scheduling Charge as provided for in Paragraph 5.9(b) hereof.

17.3 A Customer's failure to comply with Pipeline's curtailment plan as set forth in Section 6 herein shall subject such Customer to a penalty in the amount of ten dollars (\$10.00) per MMBtu based upon Customer's variance from Pipeline's curtailment plan.

17.4 Reserved for future use.

17.5 To the extent that quantities of Gas delivered from Pipeline's system pursuant to Rate Schedule NNS exceed Customer's NNS MDQ, Customer shall be subject to a penalty in an amount equal to twice the maximum rate for service provided pursuant to Rate Schedule ITS, as set forth on Tariff Sheet No. 4A per MMBtu for deliveries in excess of Customer's NNS MDQ.

17.6 A Customer whose actions result in the need for Pipeline to divert Gas from another Customer pursuant to Paragraph 5.5 herein shall be subject to a penalty in an amount equal to the maximum rate for service provided pursuant to Rate Schedule ITS, as set forth on Tariff Sheet No. 4A, per MMBtu based upon the quantity of Gas diverted.

17.7 A Customer's failure to comply with a notice issued by Pipeline pursuant to Section 5.2 herein, instructing Customer to restrict receipts or deliveries of Gas to enable Pipeline to maintain physical and operational control of its system, shall subject such Customer to a penalty in an amount equal to the maximum rate for service provided pursuant to Rate Schedule ITS, as set forth on Tariff Sheet No. 4A, per MMBtu based upon Customer's variance from Pipeline's notice.

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18. SERVICE AGREEMENT

18.1 Customer shall enter into a contract which is substantially in the form of Pipeline's Service Agreement applicable to the requested service and contained in this FERC Gas Tariff.

18.2 The period of time to be covered by the executed Service Agreement shall be determined by agreement between Pipeline and Customer; provided, however, unless otherwise agreed to by Pipeline, which agreement shall be given on a non-discriminatory basis, any fixed period so agreed upon shall not exceed five (5) years.

18.3 Prior to the execution of a Service Agreement, Pipeline and Customer shall agree upon the quantities of Gas to be transported or sold by Pipeline to Customer.

18.4 No modification of the terms and provisions of an executed Service Agreement shall be made except upon the mutual written agreement of Pipeline and Customer.

18.5 The transportation Agreement creates no rights in third parties.

18.6 Pipeline may waive any rights hereunder or any obligations of Customer as to any specific default that has already occurred, or case-by-case in advance as to any specific, temporary operation problem, on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

18.7 No waiver by either Pipeline or Customer of any one or more defaults by the other in the performance of any provisions of the Service Agreement between Pipeline and Customer shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

19. NOTICES

All notices required to be provided hereunder shall be given in writing at the addresses specified from time to time or, when applicable, through Pipeline's Interactive Internet Website, except that notices with respect to curtailment, limitations, restoration of deliveries of Gas, or force majeure situations shall be sufficient if given in writing or by telegram, or orally in person or by telephone or radio to the person designated from time to time as authorized to receive such notice or, if transmitted electronically, shall be posted separately from those routine notices deemed as non critical.

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20. DULY CONSTITUTED AUTHORITIES

These General Terms and Conditions, the Rate Schedules to which they apply, and any executed Service Agreement for service hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

21. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of this Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of such provisions.

22. ANNUAL CHARGE ADJUSTMENT CLAUSE (ACA)

22.1 Annual charges are assessed against Gas pipelines by the Federal Energy Regulatory Commission (FERC) under 18 C.F.R. Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering annual charges assessed Pipeline by the FERC, this Section 22 establishes, pursuant to Section 154.38(d)(6) of the Commission's Regulations an ACA unit rate to be applicable to quantities transported or sold under Pipeline's Rate Schedules identified in Paragraph 22.2. This ACA unit rate is in addition to any amounts otherwise payable to Pipeline under such Rate Schedules. Pipeline does not intend to recover any annual charges recorded in FERC Account No. 928 in a Section 4 rate case while this Section 22 is in effect. Pipeline reserves the right to cancel this Section 22 and elect the Section 4 rate case recovery methodology at a future date.

22.2 The ACA unit rate shall be applicable to all Rate Schedules which are part of this FERC Gas Tariff.

22.3 The Rate Schedules specified in Paragraph 22.2 shall include an increment for an ACA for the fiscal year October 1 through September 30 of the next succeeding year. Such increment shall

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be the unit charge, adjusted to Pipeline's pressure base and heating value, if required, which has been established by the FERC. The ACA charge shall be applied to the commodity component of transportation and sales rates.

22.4 The ACA shall be filed by the Pipeline at least thirty (30) Days prior to the proposed effective date unless, for good cause shown, lesser periods are allowed by valid Commission order. The proposed effective date of filings shall be October 1 of each year. Any such filing shall not become effective until it becomes effective without suspension or refund obligation.

### 23. MEASUREMENT

23.1 The standard unit of measurement shall be one (1) Dth or MMBtu, consisting of one million (1,000,000) Btus. Quantities measured at other temperatures and pressures shall be computed into such units, giving effect to the deviation of Gas from Boyle's law.

23.2 The average atmospheric (barometric) pressure shall be assumed to be 14.7 pounds per square inch, irrespective of the actual elevation or location of delivery points above sea level or of variations in such barometric pressure from time to time.

23.3 When orifice meters are used for the measurement of Gas, the computation of the quantities of Gas shall be made in accordance with the provisions of Gas Measurement Committee Report No. 3, or any succeeding report, of the American Gas Association, as changed from time to time, with any subsequent amendments or revisions thereof now or hereafter made. The flowing temperature and specific gravity of the Gas at the point of measurement shall be determined by Pipeline as follows:

(a) The flowing temperature of the Gas shall be determined by means of a recording thermometer of standard manufacture so installed that it may properly record the temperature of the flowing Gas. The average, taken from

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the record of the recording thermometer, during the time the Gas is flowing shall be deemed to be the Gas temperature for that period.

(b) The specific gravity of the Natural Gas delivered shall be determined at the beginning of delivery of Gas and with such reasonable frequency thereafter as is found necessary in practice, and, where applicable, the average of such determinations shall be used in computing Gas volumes.

23.4 When positive displacement meters are used for the measurement of Gas the flowing temperature of the Gas at the point of measurement shall be assumed to be sixty (60) degrees Fahrenheit and no correction shall be made for any variation therefrom; provided, however, that Pipeline may install a recording thermometer, and in the event it does so correction shall be made for variations in the flowing temperature from sixty (60) degrees Fahrenheit.

#### 24. MEASUREMENT EQUIPMENT

24.1 Pipeline shall provide and maintain at its own expense at or near Point(s) of Delivery a measuring station properly equipped with a meter or meters of standard style, the measurements of which shall fix the total quantity of Gas delivered by Pipeline to Customer; provided, however, Pipeline shall not be obligated to install such facilities. Such meter or meters shall be deemed the exclusive method of measuring all Gas delivered and sold except as hereinafter specified in situations where Pipeline's meters are not recording accurately. Upon request, Customer shall be entitled to have access to the meter or meters at all reasonable times.

24.2 The accuracy of Pipeline's measuring equipment shall be verified by Pipeline at reasonable intervals, and if requested, in the presence of Customer's representatives; provided, however, Pipeline shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. In the event either Pipeline or

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Customer notifies the other party that it desires a special test of any measuring equipment, Pipeline and Customer shall cooperate to secure a prompt verification of the accuracy of such equipment. In the event that a special test is requested by other Pipeline or Customer and, after test, the equipment is determined to register no greater than two percent, either high or low, the requesting party shall pay all costs for said test.

24.3 Correction of Metering Equipment - Any meter found, on test, to register not more than two percent (2%) high or low shall be deemed to be correct as to past measurements but shall be corrected to record accurately. In the event any meter, upon test, proves to be more than two percent (2%) high or low, adjustment shall be made to fully correct the readings of such meters; provided, however, that if the period in which the error occurred is not known or cannot be agreed upon, then the period shall be deemed to be either the last half of the time elapsed since the last test, or the last thirty (30) Days, whichever is the lesser period. If a meter is out of repair or is being tested or in the event that Pipeline's meters become inoperative or manifestly in error and Customer has not installed a check meter or meters as herein provided, or if such check meters have been installed and fail accurately to register or are manifestly in error, then the quantity of Gas delivered during the period Pipeline's meter or meters were inoperative or manifestly in error shall be determined by estimating as nearly as possible the quantity of Gas delivered hereunder during like periods under similar conditions when such meter was registering accurately or correctly within the tolerance set forth herein.

24.4 Customer shall be entitled to install and operate at its own expense near the Point(s) of Delivery such meter or meters of standard type as shall enable Customer to check the amount of Gas delivered. If Customer shall exercise this right of installing and operating check meters, then in the event of failure of Pipeline's meters to register accurately at any time, the registration of Customer's check meters shall be taken as the current quantity of Gas delivered to Customer by

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Pipeline instead of using the estimated quantity provided in Paragraph 24.3; provided, however, that Customer's meters are accurately indicating, within the tolerances provided in Paragraph 24.3, until such time as the meters of Pipeline shall be adjusted, repaired or replaced. If Customer's meters are used for the purpose of determining the quantity of Gas delivered by Pipeline to Customer, Customer's meters shall be tested at such time and upon the call of Pipeline as herein provided in the case of Pipeline's meters.

24.5 All meter charts or other records of registration when removed from Pipeline' meters shall be forwarded to the offices of Pipeline for computation and checking; thereafter, Pipeline shall forward such charts and/or records to Customer, as Customer may direct, for Customer's inspection. After making such inspection as desired, Customer shall within ten (10) Days return such charts and/or records to Pipeline for retention for a minimum period of two (2) years for the future reference of both parties. Should measurement data correction(s) be required by any party, such correction(s) shall be processed within six (6) Months of the production Month in which the error occurred. Any such correction(s) shall be subject to approval by all parties for ninety (90) Days following such correction(s).

24.6 Customers shall furnish to Pipeline on or before the fifth (5th) Business Day of the Month following the end of the Month being allocated or billed any and all measurement data required by Pipeline for purposes of allocation or billing.

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26. CREDIT EVALUATION

26.1 Pipeline's acceptance of a request for service is contingent upon Customer's satisfying a credit appraisal by Pipeline. Pipeline shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Such credit appraisal and any further or ongoing credit appraisal as may be necessary shall be based upon some, part or all of the following information and criteria:

- (a) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status; a list of all corporate affiliates, parent companies and subsidiaries; and any reports from credit reporting and bond rating agencies which are available.
- (b) Customer shall provide a bank reference and at least two (2) trade references. The results of reference checks and any credit reports submitted in (a) above must show that Customer's obligations are being paid on a reasonably prompt basis.
- (c) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
- (d) Customer shall confirm in writing that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to

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exist as an ongoing business entity.

(e) Customers with an ongoing business relationship with Pipeline shall have no delinquent balances outstanding for services provided previously by Pipeline, and Customer must have paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(f) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would materially affect Customer's ability to remain solvent as a business entity.

(g) Customer should designate up to two representatives who are authorized to receive notices regarding the Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to Midla the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of Midla to provide creditworthiness notifications is waived until the above requirement has been met. The Customer should manage internal distribution of any creditworthiness notices that are received.

Midla should designate, on its Internet website or in written notices to the Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the Customers' creditworthiness. The Customer obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Midla should manage internal distribution of any such confirmations.

26.2 Upon notification by Pipeline that Customer has failed to satisfy the credit criteria or subsequently during the term of the Service Agreement no longer satisfies the credit criteria, such Customer may still obtain credit approval by Pipeline if it elects to provide one of the following:

- (a) an advance deposit;
- (b) a standby irrevocable letter of credit;

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(c) security interest in collateral found to be satisfactory to Pipeline; or

(d) a guarantee, acceptable to Pipeline, by another party or entity which satisfies credit appraisal.

Such advance deposit, standby irrevocable letter of credit, security interest or guarantee shall at all times equal an amount equivalent to three (3) Months of transportation (or sales if applicable) at a one hundred percent (100%) load factor of the requested MDQ at the maximum applicable unit rate hereunder. If Customer's credit standing ceases to meet Pipeline's credit requirements during the period of service, then Pipeline has the right to require security or a deposit as specified herein. If security or a deposit is not tendered in a timely period as reasonably determined by Pipeline, then Pipeline is not required to continue service. If Customer is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first Day of the Month following written notice to Customer.

26.3 At any time after the Customer is determined to be noncreditworthy by Midla, the Customer may initiate a creditworthiness re-evaluation. As part of the reevaluation request, the Customer should either update or confirm in writing the prior information provided to Midla related to the Customer's creditworthiness. Such update should include any event(s) that the Customer believes could lead to a material change in the Customer's creditworthiness.

26.4 After Midla's receipt of Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("SR's Request"), within five (5) Business Days, Midla should provide a written response to the Customer's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for Midla's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Customer's Request unless specified in Midla's tariff or if the parties mutually agree to some later date.

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27. REQUESTS AND QUALIFICATIONS FOR SERVICE

27.1 To request transportation a Potential Customer must provide, either through Pipeline's Interactive Internet Website, by written request, by E-mail, by telephone (if later confirmed in writing), or by fax, the following information to the Manager of Transportation and Exchange:

(a) Potential Customers requesting firm transportation service (FTS), interruptible transportation service (ITS), firm transportation service on Offshore Facilities (FTS-OSF), interruptible transportation service on Offshore Facilities (ITS-OSF), or no-notice service (NNS) shall provide the maximum daily quantities to be received and delivered by Pipeline during the term of the Service Agreement at each Point of Receipt and each Point of Delivery. Potential Customers requesting service under Rate Schedules FTS, FTS-OSF, or NNS may request a uniform MDQ throughout the year or differing MDQ levels throughout the year, for the requested term of service. Any requested MDQ shall be for a uniform quantity throughout a Month.

(1) Potential Customers requesting firm transportation service (FTS), interruptible transportation service (ITS), firm transportation service on Offshore Facilities (FTS-OSF), or interruptible transportation service on Offshore Facilities shall also provide the maximum annual quantities to be received and delivered by Pipeline during the term of the Service Agreement.

- (b) The Point(s) of Receipt on Pipeline's system, with a specific description of the point(s) sufficient to identify the location. Potential Customers requesting firm transportation service (FTS) or no-notice service (NNS) may request Secondary Point(s) of Receipt. Such Secondary Point(s) of Receipt will be made available by Pipeline, subject to availability of capacity not held by other firm Customers and Pipeline's rights to maintain operational control of its system.
- (c) The Point(s) of Delivery on Pipeline's system, with a specific description of the point(s) sufficient to identify the location. Potential Customers requesting firm transportation service (FTS) may request Secondary Point(s) of Delivery. Such Secondary Point(s) of Delivery will be made available by Pipeline, subject to availability of capacity not held by other firm Customers and Pipeline's rights to maintain operational control of its system.
- (d) Potential Customer shall specify that it will pay the maximum rate reflected for the applicable Rate Schedule as set forth on currently effective Tariff Sheet Nos. 4 or 4A or such other rate that Potential Customer is willing to pay, but in no event shall such other rate be less than the minimum rate for service pursuant to the applicable Rate Schedule as set forth on currently effective Tariff Sheet Nos. 4 or 4A; provided, however Pipeline shall be authorized to reject any rate which is below Pipeline's maximum rate;
- (e) The dates on which service is requested to commence and terminate. Unless otherwise agreed to by Pipeline, which agreement shall be give on a non-discriminatory

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**First Revised Sheet No. 185** First Revised Sheet No. 185  
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basis, Pipeline will not accept a term of less than one (1) year for service provided under Rate Schedules FTS, FTS-OSF or NNS, and will not accept a term of less than thirty (30) Days for service provided under Rate Schedules ITS or ITS-OSF.

27.2 Upon Pipeline's acknowledgement of Potential Customer's request for service and a determination that the requested service can possibly be provided, Potential Customer shall further provide:

(a) Identification of the upstream and downstream pipelines or other parties delivering Gas to or receiving Gas from Pipeline, as well as the identification of the party on whose behalf Pipeline will transport the Gas. Potential Customer shall not be obligated to identify the ultimate end user of the Gas, but shall be required to identify the ultimate end use of the Gas for purposes of Pipeline's administration of the curtailment section of the General Terms and Conditions.

(b) Identification of the party responsible for the request for service, including the party's address, telephone and fax numbers to which correspondence or other communications should be directed, as well as the party's relationship to Potential Customer.

(c) Certification from Potential Customer that Potential Customer has title to the Gas, a current contractual right to acquire title to the Gas, or has authority to act as Agent for a party that has or will have title to the Gas, and that all necessary upstream and downstream arrangements shall be in place prior to commencement of the service. Customer shall indemnify Pipeline from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customer may suffer, sustain, or be liable for and hold Pipeline harmless from and against any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated arising from or out of any adverse claims by

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third parties claiming ownership of, an interest in, or a right to the Gas tendered to Pipeline.

(d) Potential Customer shall provide Pipeline the information set forth in Section 26 of the General Terms and Conditions for the purpose of meeting the credit standards set forth in that section.

(e) Potential Customer requesting no-notice service (NNS), firm transportation service (FTS) or firm transportation service on Offshore Facilities (FTS-OSF) shall submit the application fee for the requested service, as set forth in the applicable Rate Schedule.

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**Original Sheet No. 187** Original Sheet No. 187 : Effective

- 27.3 The information set forth in Paragraphs 27.1 and 27.2 must be submitted to Pipeline on Pipeline's Request Service Form, which is available from Pipeline on request.
- 27.4 Pipeline may, in its reasonable discretion and on a non-discriminatory basis, waive the obligation of Potential Customer to provide all or part of the information required to be provided by this Section 27.

**Second Revised Sheet No. 188** Second Revised Sheet No. 188 : Effective  
Superseding: Substitute First Revised Sheet No. 188

28. DISCOUNT POLICY

(a) In the event that Pipeline agrees to discount its rate to Customer below Pipeline's maximum rate under Pipeline's Rate Schedules, the following discount terms may be reflected on the applicable Service Agreements and will apply without the discount constituting a material deviation from Pipeline's applicable pro forma Service Agreements; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable Rate Schedule. Pipeline and Customer may agree that a specified discounted rate will apply under the following conditions:

- (i) to specified quantities under Customer's Service Agreement(s);
- (ii) to specified quantities above or below a certain level or all quantities if quantities exceed a certain level;
- (iii) in a specified relationship to quantities actually transported (i.e., that the Reservation charge will be adjusted in a specified relationship to quantities actually transported);
- (iv) to specified quantities during specified periods of time or during specified periods of the year;
- (v) to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations;
- (vi) to production reserves committed or dedicated by Customer; and/or
- (vii) that a specific discounted rate is based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., Reservation charge or Commodity charge or both), and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm Reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per Dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or maximum take provision that would have the effect of guaranteeing revenue.

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Pipeline's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, the other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

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**Second Revised Sheet No. 188A** Second Revised Sheet No. 188A  
Superseding: Substitute First Revised Sheet No. 188A

(b) To the extent that Pipeline elects to provide service pursuant to this FERC Gas Tariff at a discounted rate, transportation rate components shall be discounted in the following order:

- 1) The Reservation component, as applicable, shall be the first component discounted and shall be the only component discounted until such component has been reduced to the level established as the Minimum Rate set forth on Sheet No. 4 of this FERC Gas Tariff; but, in no case, shall Pipeline discount to a level which would allow the Reservation component to equate to less than a Minimum Rate specified by Pipeline on Sheet No. 4 of this FERC Gas Tariff.
- 2) The Commodity component shall be the next component discounted and it shall be discounted until such component has been reduced to the level established as Minimum Rate set forth on Sheet No. 4 or 4a as applicable, of this FERC Gas Tariff; but, in no case, shall Pipeline discount to a level which would allow the Commodity component to equate to less than the Minimum Rate specified by Pipeline on Sheet No. 4 or 4a of this FERC Gas Tariff.
- 3) Discounts cannot be granted on the ACA Unit Rate.

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**Second Revised Sheet No. 188B** Second Revised Sheet No. 188B

Superseding: First Revised Sheet No. 188B

29. North American Energy Standards Board ("NAESB") Standards

Pursuant to Order Nos. 587 et.al., promulgated by the FERC in Docket No. RM96-1, for NAESB Wholesale Gas Quadrant (WGQ) Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated by reference into Transporter's FERC Gas Tariff. Unless specifically indicated otherwise, all incorporated standards are as reflected in NAESB Version 1.8.

0.1.1-3	1.3.32-77	3.3.13-14	4.3.89-93	
0.2.1-3	1.3.79	3.3.16-18	5.1.1-4	
0.3.1-6	1.4.1-7	3.3.20-26	5.2.2	
0.3.10	2.1.1-6	3.4.1-4	5.3.5	
0.3.11-15	2.2.1-3	4.1.2-4	5.3.8-12	
0.4.1	2.3.1-4	4.1.6-7	5.3.16-17	
1.1.1-5	2.3.7-10	4.1.10	5.3.19-22	
1.1.7	2.3.11-15	4.1.12-13	5.3.23-25	
1.1.9-18	2.3.19-23	4.1.15-24	5.3.26-33	
1.1.20-22	2.3.25-26	4.1.26-40	5.3.34-43	
1.2.1-2	2.3.27-35	4.2.1-20	5.3.47-52	
1.2.6	2.3.41	4.3.1-3	5.3.55	
1.2.8-12	2.3.43	4.3.5	5.3.57-58	
1.2.13-19	2.3.45-47	4.3.16-18	5.4.1-23	
1.3.1	2.3.48-50	4.3.20	6.3.1-4	
1.3.5	2.3.51-58			4.3.22-36
	6.5.2-4			
1.3.9	2.3.62-65	4.3.38-62	10.1.1-9	
1.3.11	2.4.1-18	4.3.65-69	10.2.1-38	
1.3.13-14	3.1.1-2	4.3.72-76	10.3.1	
1.3.17-30	3.3.1-11	4.3.78-87	10.3.3-25	

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**Second Revised Sheet No. 190** Second Revised Sheet No. 190  
Superseding: First Revised Sheet No. 190

30. NON-CONFORMING AGREEMENTS

30.1 Firm Transportation Service Agreements

(a) Southern Industrial Gas Corporation (#70695), Firm Transportation Service Agreement, dated September 1, 2001

(b) Gas Utility District #1 of East Feliciana Parish (#70180), Firm Transportation Service Agreement, dated September 1, 1993

(c) Gas Utility District #2 of East Feliciana Parish (#70183), Firm Transportation Service Agreement, dated September 1, 1993

(d) Louisiana Gas Service (#70126), Firm Transportation Service Agreement, dated September 1, 1993

(e) Mississippi Gas Corp. (#70132), Firm Transportation Service Agreement, dated September 1, 1993

(f) Sicily Island Gas Company (#70189), Firm Transportation Service Agreement, dated September 1, 1993

(g) Trans Louisiana Gas Company (successor-in-interest to Long Gas Company) (#70123), Firm Transportation Service Agreement, dated September 1, 1993

(h) United Hardwood LLC (successor-in-interest to Roger's Lumber International) (#70162), Firm Transportation Service Agreement, dated September 1, 1993

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**First Revised Sheet No. 191** First Revised Sheet No. 191  
Superseding: Original Sheet No. 191

30.2 No-Notice Transportation Service Agreements

(a) Gas Utility District #1 of East Feliciana Parish (#70181), No-Notice Transportation Service Agreement, dated September 1, 1993

(b) Gas Utility District #2 of East Feliciana Parish (#70184), No-Notice Transportation Service Agreement, dated September 1, 1993

(c) Louisiana Gas Service (#70127), No-Notice Transportation Service Agreement, dated September 1, 1993

(d) Lucknow Gas Company (#70130), No-Notice Transportation Service Agreement, dated September 1, 1993

(e) Mississippi Gas Corp. (#70133), No-Notice Transportation Service Agreement, dated September 1, 1993

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Superseding: Original Sheet No. 192

(f) Sicily Island Gas Company (#70190), No-Notice Transportation Service Agreement, dated September 1, 1993

(g) Simmons Gas Company (#70154), No-Notice Transportation Service Agreement, dated September 1, 1993

(h) Town of Centreville (#70115), No-Notice Transportation Service Agreement, dated September 1, 1993

(i) Town of Clinton (#70178), No-Notice Transportation Service Agreement, dated September 1, 1993

(j) Town of Jackson (#70121), No-Notice Transportation Service Agreement, dated September 1, 1993

(k) Town of Jonesville (#70187), No-Notice Transportation Service Agreement, dated September 1, 1993

(l) Town of Francisville (#70142), No-Notice Transportation Service Agreement, dated September 1, 1993

(m) Town of Slaughter (#70145), No-Notice Transportation Service Agreement, dated September 1, 1993

(n) Town of Vidalia (#70193), No-Notice Transportation Service Agreement, dated September 1, 1993

(o) Town of Woodville (#70157), No-Notice Transportation Service Agreement, dated September 1, 1993

(p) Trans Louisiana Gas Company (successor-in-interest to Long Gas Company) (#70124), No-Notice Transportation Service Agreement, dated September 1, 1993

(q) Village of Clayton (#70175), No-Notice Transportation Service Agreement, dated September 1, 1993

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Original Sheet No. 193 Original Sheet No. 193

31. NEGOTIATED RATES

31.1 PRECONDITIONS TO NEGOTIATED RATES

Rates (including but not limited to Fuel Reimbursement) to be charged by Pipeline for service to any Customer under Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF may deviate in either form or level or both from the applicable maximum and/or minimum rate level in this Tariff, subject to the following provisions:

- (a) Pipeline and Customer have executed a valid Service Agreement containing therein or in a related agreement a specific mutual understanding that Negotiated Rate(s) or a Negotiated Rate Formula will apply to service for that Customer;
- (b) At the time of execution of the Service Agreement (or the amendment to a Service Agreement), which first provides for the applicability to Customer of the Negotiated Rate(s) or Negotiated Rate Formula, service was available pursuant to the terms and conditions (not modified by this Section 31) of Rate Schedule NNS, FTS, ITS, FTS-OSF, or ITS-OSF of this FERC Gas Tariff, as applicable;
- (c) Pipeline may only offer or accept offers for service under this Section 31 if and to the extent service is available at the Recourse Rate;
- (d) Pipeline will not negotiate terms and conditions of service under this Section 31; and
- (e) No later than the Business Day on which Pipeline commences service at such Negotiated Rate(s) or Negotiated Rate Formula (or if the Day on which Pipeline commences service is not a Business Day, then no later than the next Business Day after Pipeline commences service), Pipeline will file a tariff sheet advising the Commission of such Negotiated Rate or Negotiated Rate Formula, stating the name of Customer, the type of service, the term of the Negotiated Rate or Negotiated Rate Formula, the primary Point(s) of Receipt and Point(s) of Delivery Point applicable to the service, the quantities of the Gas to be transported, any other charges, and specifying either: (i) the specific Negotiated Rate included in such Service Agreement; or (ii) the Negotiated Rate Formula included in such Service Agreement with sufficient specificity such that the rate in effect from time to time can be readily calculated. The tariff sheet must either incorporate a statement that the Service Agreement does not deviate from the form of Service Agreement in any material respect, or Pipeline shall file with the Commission a copy of the non-conforming agreement.

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### 31.2 CAPACITY ALLOCATION

(a) To the extent the revenue level pursuant to the Negotiated Rate(s) or Negotiated Rate Formula provided for in Section 31.1 above, as calculated under Subsection (b) of this Section 31.2, exceeds the comparable revenue level at the Recourse Rate, the Customer bidding or paying such Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula shall be treated, for all capacity allocation purposes, as if the rate(s) bid or paid had been equal to the Recourse Rate. Any Customer, existing or new, paying the Recourse Rate(s) has the same right to capacity as a Customer willing to pay an equal or higher Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula. If the Negotiated Rate or the rate under a Negotiated Rate Formula is higher than the corresponding Recourse Rate, the Recourse Rate rather than the Negotiated Rate will be used as the price cap for release capacity pursuant to Section 4 of these General Terms and Conditions and for any bidding for capacity pursuant to Section 7.4 of these General Terms and Conditions. Where the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula results in revenue which is greater than the Recourse Rate during certain portions of the relevant evaluation period but less than the revenue at the Recourse Rate during other portions of the relevant evaluation period (but the revenue pursuant to the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula equals or exceeds that which would be generated at the Recourse Rate for the entire evaluation period), the value of bids and requests at the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula shall be evaluated as though the Recourse Rate applied under such bid or request for the entire evaluation period. Where the Negotiated Rate(s) or rate(s) under the Negotiated Rate Formula result in revenue which is less than revenue at the Recourse Rate over the relevant evaluation period, the value of the bids or requests at the Negotiated Rate(s) or rate(s) under the Negotiated Rate Formula shall be evaluated based on such lower revenue and shall be afforded a correspondingly lower priority than bids or requests at the Recourse Rate.

(b) In allocating capacity among competing requests where one or more request is at a Negotiated Rate or Negotiated Rate Formula, Pipeline will consider, in assigning value to such request(s), only reservation or demand charge revenue or other revenue which is guaranteed to be received by Pipeline (i.e., through a minimum throughput condition or minimum bill). For capacity evaluation purposes, the value of any such request shall be capped by the value of the maximum applicable reservation rate for such service over the contract term bid.

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**Original Sheet No. 195** Original Sheet No. 195

31.3 ACCOUNTING FOR COSTS AND REVENUES

The allocation of costs to, and the recording of revenues from service at Negotiated Rate(s) or Negotiated Rate Formula will follow Pipeline's normal practices associated with all of its services under this Tariff. Pipeline will maintain separate records of Negotiated Rate and Negotiated Rate Formula transactions for each billing period. These records shall include the volumes transported, the billing determinants (contract MDQ), the rates charged and the revenue received associated with such transactions. Pipeline will separately identify such transactions in Statements G, I and J (or their equivalent) filed in any general rate proceeding.

31.4 EFFECT OF NEGOTIATED RATE

By agreeing to a Negotiated Rate or Negotiated Rate Formula, Customer acknowledges that the otherwise generally applicable Recourse Rate shall not apply or be available to Customer for service under the applicable Service Agreement during the period for which the Negotiated Rate or Negotiated Rate Formula is effective, notwithstanding any adjustment to such Recourse Rate or Negotiated Rate Formula which may become effective during the period for which the Negotiated Rate or Negotiated Rate Formula is effective. If, at any time during the period for which the Negotiated Rate or Negotiated Rate Formula is effective, Pipeline is collecting its effective Recourse Rate subject to refund under Section 4 of the Natural Gas Act, Pipeline shall have no refund obligation to Customer even if the final Recourse Rate is reduced to a level below the Negotiated Rate or Negotiated Rate Formula.

31.5 CAPACITY RELEASE

The capacity release provisions contained within this FERC Gas Tariff shall not apply to a Customer receiving firm transportation service with a Negotiated Rate or Negotiated Rate Formula that does not contain a reservation rate.

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**Original Sheet No. 196** Original Sheet No. 196

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**Second Revised Sheet No. 300** Second Revised Sheet No. 300  
Superseding: First Revised Sheet No. 300

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE NNS)

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Enbridge Pipelines (Midla) L.L.C., a Delaware Corporation (herein called "Pipeline"), and \_\_\_\_\_ herein called "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule NNS, Pipeline agrees to, as applicable, Act as Agent for the purchase of gas supplies for Customer and/or receive from or for Customer at the Point(s) of Receipt for firm transportation quantities of natural gas up to the Maximum Daily Receipt Quantity (MDRQ) contracted by Customer on any day; provided, however, Customer shall not request at any Point of Receipt on any day a quantity of natural gas in excess of the applicable MDRQ set forth on Exhibit A for each such Point of Receipt inclusive of the applicable Fuel Reimbursement Quantity. For purposes of this Agreement, the MDRQ shall be as follows:

[Maximum Daily Receipt Quantity \_\_\_\_\_ MMBtu]

[OR]

[Maximum Daily Receipt Quantity	
January	_____ MMBtu
February	_____ MMBtu
March	_____ MMBtu
April	_____ MMBtu
May	_____ MMBtu
June	_____ MMBtu
July	_____ MMBtu
August	_____ MMBtu
September	_____ MMBtu
October	_____ MMBtu
November	_____ MMBtu
December	_____ MMBtu]

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[OR]

[Maximum Daily Receipt Quantity

January - March	_____	MMBtu
April	_____	MMBtu
May - September	_____	MMBtu
October	_____	MMBtu
November - December	_____	MMBtu]

[OR]

[Maximum Daily Receipt Quantity

April - October	_____	MMBtu
November - March	_____	MMBtu]

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**First Revised Sheet No. 301** First Revised Sheet No. 301 : Effective  
Superseding: Original Sheet No. 301

1.2 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule NNS, Pipeline agrees to deliver up to Customer's Maximum Daily Delivery MDQ (NNS MDQ) of natural gas to or for Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of such quantities of natural gas, less the applicable Fuel Reimbursement Quantities; provided, however, Pipeline shall not be obligated to deliver at any Point of Delivery on any day a quantity of natural gas in excess of the applicable MDQ set forth on Exhibit B for each such Point(s) of Delivery. For purposes of this Agreement, the NNS MDQ shall be as follows:

[Maximum Daily Delivery Quantity \_\_\_\_\_ MMBtu]

[OR]

[Maximum Daily Delivery Quantity

January	_____	MMBtu
February	_____	MMBtu
March	_____	MMBtu
April	_____	MMBtu
May	_____	MMBtu
June	_____	MMBtu
July	_____	MMBtu
August	_____	MMBtu
September	_____	MMBtu
October	_____	MMBtu
November	_____	MMBtu
December	_____	MMBtu]

[OR]

[Maximum Daily Delivery Quantity

January - March	_____	MMBtu
April	_____	MMBtu
May - September	_____	MMBtu
October	_____	MMBtu
November - December	_____	MMBtu]

[OR]

[Maximum Daily Delivery Quantity

April - October	_____	MMBtu
November - March	_____	MMBtu]

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*FERC Docket: RP07- 53-000*

**Original Sheet No. 301A** Original Sheet No. 301A : Effective

- 1.3 If so elected by Customer, Pipeline may act as Agent in order to purchase gas available for no-notice service at the Customer's Point(s) of Receipt .
- 1.4 To the extent permitted by Pipeline's FERC Gas Tariff, Fifth Revised Volume No. 1 (hereinafter the "Tariff"), and FERC orders and regulations, Pipeline shall have the right to interrupt service under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.

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**Original Sheet No. 302** Original Sheet No. 302 : Effective

ARTICLE II  
TERM OF AGREEMENT

- 2.1 This Agreement shall become effective as of the date first set forth hereinabove written and shall continue through \_\_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of twelve (12) months each (the "Renewal Term") unless either party gives ninety (90) days written notice to the other party prior to the end of the Primary Term or any twelve (12) month Renewal Term thereafter.
- 2.2 Termination of this Agreement shall not affect or cancel the obligations, claims, and liabilities then owing by either party to the other.
- 2.3 Pipeline's or Customer's right to terminate this Agreement upon expiration of the Primary Term hereof shall be subject to the pregranted abandonment provision of Section 7 of the General Terms and Conditions of the Tariff.

ARTICLE III  
RATE SCHEDULE

- 3.1 Customer shall pay Pipeline each month for service provided under this Agreement the maximum rates and such other charges as are specified in the Tariff for Rate Schedule NNS, including but not limited to the Annual Charge Adjustment (ACA), the Fuel Reimbursement Charge, Electronic Bulletin Board charges, and penalties.
- 3.2 Pursuant to Rate Schedule NNS of the Tariff, Pipeline may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit D or in a separate written agreement.
- 3.3 The rates and charges provided for under Rate Schedule NNS shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission in any proceeding initiated by Pipeline or applicable to the services performed hereunder. Customer agrees that Pipeline shall, without any further agreement by Customer, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule NNS, or the General Terms and Conditions thereof, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Pipeline, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Customer to contest at any time the changes made pursuant to this Paragraph 3.3, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any subsequent proceeding.

ARTICLE IV  
POINT(S) OF RECEIPT AND DELIVERY

- 4.1 Natural gas to be sold to Customer by Pipeline and received by Pipeline from or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Receipt set forth in Exhibit A of this Agreement, with the Maximum Daily Quantity and the pressure

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**Original Sheet No. 304** Original Sheet No. 304 : Effective

obligation indicated for each such Point of Receipt.

- 4.2 Natural gas to be delivered by Pipeline to or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Delivery set forth in Exhibit B of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Delivery.

ARTICLE V  
CONDITIONS OF SERVICE

- 5.1 This Agreement and all terms and provisions contained or incorporated herein are subject to Rate Schedule NNS and the General Terms and Conditions of the Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are incorporated by reference and made a part of this Agreement. Capitalized terms herein shall have the meaning assigned to such terms in the Tariff. In the event of conflict between this Agreement and Pipeline's Tariff, the Tariff shall control.
- 5.2 For service hereunder which is subject to 18 C.F.R Section 284.101 (Section 311 transportation), Customer must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.
- 5.3 The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VI  
NOTICES

Except as herein otherwise provided or as provided in the General Terms and Conditions of the Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 305** Original Sheet No. 305 : Effective

first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

(a) Pipeline: Enbridge Pipelines (Midla) L.L.C.  
Attn: Contract Administration  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Telephone No. (713) 650-8900  
Facsimile No. (713) 821-2119

(b) Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party shall subsequently designate by formal written notice.

ARTICLE VII  
MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Customer or Pipeline the performance of any of the provisions of this Agreement by the other or the failure to exercise the rights granted to either Customer or Pipeline herein shall operate or be construed as an implied or express waiver of any future performance by the other party, or right of Customer or Pipeline herein, whether of a like or of a different character.
- 7.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 306** First Revised Sheet No. 306  
Superseding: Original Sheet No. 306

7.3 The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

7.4 When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Agents thereunto duly authorized, the Day and year first above written.

ENBRIDGE PIPELINES (MIDLA) L.L.C.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

CUSTOMER

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 307** First Revised Sheet No. 307 : Effective  
Superseding: Original Sheet No. 307

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE NNS)

EXHIBIT A

To the Agreement under Rate Schedule NNS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning  
Point(s) of Receipt.

Point(s) of Receipt

Dated: \_\_\_\_\_

Primary Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
--------------------------------	-------------------------------------	-----------------------------

[Specify the MDRO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Secondary Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
----------------------------------	-------------------------------------	-----------------------------

[Specify the MDRO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated: \_\_\_\_\_

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 308** First Revised Sheet No. 308 : Effective  
Superseding: Original Sheet No. 308  
(APPLICABLE TO RATE SCHEDULE NNS)

EXHIBIT B

To the Agreement under Rate Schedule NNS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Delivery.

Point(s) of Delivery

Dated: \_\_\_\_\_

Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
	[Specify the MDDO for each period, as elected in Section 1.2 of the Service Agreement]	

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated: \_\_\_\_\_

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

Original Sheet No. 309 Original Sheet No. 309 : Effective

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE NNS)

EXHIBIT C

To the Agreement under Rate Schedule NNS between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning "on behalf of" entity(ies).

"On Behalf of" Entity(ies)

Dated: \_\_\_\_\_

Name	Type
_____	_____
_____	_____
_____	_____

Customer warrants that the transportation by Pipeline hereunder will be "on behalf of" the above listed entity(ies) and in full compliance with Section 311 of the Natural Gas Policy Act of 1978 (NGPA) and FERC Order No. 525 et seq. Customer shall indemnify and hold Pipeline harmless from any and all liability arising from any acts and omissions or material representations of Customer in connection with or related to Pipeline's service under Section 311 of the NGPA. Customer shall not cause gas to be delivered to Pipeline for transportation "on behalf of" any other entity until such time as this Exhibit C has been amended to reflect the addition of such entity.

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**Second Revised Sheet No. 310** Second Revised Sheet No. 310  
Superseding: First Revised Sheet No. 310

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE NNS)

EXHIBIT D

To the Agreement under Rate Schedule NNS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning  
discount or negotiated rate information.

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen: \_\_\_\_\_ Year-to-Year  
\_\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities under Shipper's Service Contract(s):

\_\_\_\_\_ MMBtu

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities above or below a certain level or all quantities  
if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
MMBtu above/below \_\_\_\_\_ MMBtu

or

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**First Revised Sheet No. 310A** First Revised Sheet No. 310A  
Superseding: Original Sheet No. 310A

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ MMBtu actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ MMBtu for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-808-000

**Original Sheet No. 310B** Original Sheet No. 310B

[RIDER A]

[To be used only if contract includes Negotiated Rates]

[Negotiated Rate Information

Negotiated Rate/ Negotiated Rate Formula: \_\_\_\_\_

Negotiated Rate/ Negotiated Rate Formula Effective: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen

\_\_\_\_\_ Year to Year

\_\_\_\_\_ Month to Month]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit D, Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**Second Revised Sheet No. 311** Second Revised Sheet No. 311  
Superseding: First Revised Sheet No. 311

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)

This Agreement ("Agreement") is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Enbridge Pipelines (Midla) L.L.C., a Delaware Corporation (herein called "Pipeline"), and \_\_\_\_\_ herein called "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS, Pipeline agrees to receive from or for Customer for transportation on a firm basis quantities of Natural Gas up to the Maximum Daily Quantity (MDQ) tendered by Customer on any Day at the Point(s) of Receipt; provided, however, Customer shall not tender at any Point of Receipt on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit A for each such Point of Receipt or Customer's nomination, if less than the MDQ, or in any year, a cumulative quantity of Natural Gas in excess of the Maximum Annual Quantity (MAQ) inclusive of the applicable Fuel Reimbursement Quantities. For purposes of this Agreement, the MDQ and MAQ shall be as follows:

[Maximum Daily Quantity \_\_\_\_\_ MMBtu]

[OR]

[Maximum Daily Quantity	
January	_____ MMBtu
February	_____ MMBtu
March	_____ MMBtu
April	_____ MMBtu
May	_____ MMBtu
June	_____ MMBtu
July	_____ MMBtu
August	_____ MMBtu
September	_____ MMBtu
October	_____ MMBtu
November	_____ MMBtu
December	_____ MMBtu]

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 311A** First Revised Sheet No. 311A  
Superseding: Original Sheet No. 311A

[OR]

[Maximum Daily Quantity	
January - March	_____ MMBtu
April	_____ MMBtu
May - September	_____ MMBtu
October	_____ MMBtu
November - December	_____ MMBtu]

[OR]

[Maximum Daily Quantity	
April - October	_____ MMBtu
November - March	_____ MMBtu]

[Maximum Annual Quantity \_\_\_\_\_ MMBtu]

1.2 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS, Pipeline agrees to transport and deliver to or for Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of delivery of the quantities of Natural Gas received by Pipeline on any Day pursuant to Paragraph 1.1 above, less the applicable Fuel Reimbursement Quantities; provided, however, Pipeline shall not be obligated to deliver at any Point of Delivery on any day a quantity of Natural Gas in excess of

*Effective Date: 10/01/2009 Status: Effective*  
*FERC Docket: RP09-980-000*

**First Revised Sheet No. 312** First Revised Sheet No. 312  
Superseding: Original Sheet No. 312

the applicable MDQ set forth on Exhibit B for each such Point of Delivery or Customer's nomination, if less than the MDQ.

1.3 To the extent permitted by Pipeline's FERC Gas Tariff, Fifth Revised Volume No. 1 (hereinafter the "Tariff"), and FERC orders and regulations, Pipeline shall have the right to interrupt service under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.

ARTICLE II  
TERM OF AGREEMENT

2.1 This Agreement shall become effective as of the date first set forth hereinabove written and shall continue through \_\_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of twelve (12) Months each (the "Renewal Term") unless either party gives ninety (90) Days written notice to the other party prior to the end of the Primary Term or any twelve (12) Month Renewal Term thereafter.

2.2 Termination of this Agreement shall not affect or cancel the obligations, claims, and liabilities then owing by either party to the other.

2.3 Pipeline's or Customer's right to terminate this Agreement upon expiration of the Primary Term hereof shall be subject to the pregranted abandonment provision of Section 7 of the General Terms and Conditions of the Tariff.

ARTICLE III  
RATE SCHEDULE

3.1 Customer shall pay Pipeline each Month for service provided under this Agreement the maximum rates and such other charges as are specified in the Tariff for Rate Schedule FTS, including but not limited to the Annual Charge Adjustment (ACA), the Fuel Reimbursement Charge, Electronic Bulletin Board charges, and penalties.

*Effective Date: 10/01/2009 Status: Effective*  
*FERC Docket: RP09-980-000*

**First Revised Sheet No. 313** First Revised Sheet No. 313  
Superseding: Original Sheet No. 313

3.2 Pursuant to Rate Schedule FTS of the Tariff, Pipeline may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit D or in a separate written agreement.

3.3 The rates and charges provided for under Rate Schedule FTS shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission in any proceeding initiated by Pipeline or applicable to the services performed hereunder. Customer agrees that Pipeline shall, without any further agreement by Customer, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule FTS, or the General Terms and Conditions thereof, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Pipeline, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Customer to contest at any time the changes made pursuant to this Paragraph 3.3, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent proceeding.

ARTICLE IV  
POINT(S) OF RECEIPT AND DELIVERY

4.1 Natural Gas to be received by Pipeline from or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Receipt set forth in Exhibit A of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Receipt.

4.2 Natural Gas to be delivered by Pipeline to or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Delivery set forth in Exhibit B of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Delivery.

Effective Date: 10/20/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 314 Original Sheet No. 314 : Effective

ARTICLE V  
CONDITIONS OF SERVICE

- 5.1 This Agreement and all terms and provisions contained or incorporated herein are subject to Rate Schedule FTS and the General Terms and Conditions of the Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are incorporated by reference and made a part of this Agreement. Capitalized terms herein shall have the meaning assigned to such terms in the Tariff. In the event of conflict between this Agreement and Pipeline's Tariff, the Tariff shall control.
- 5.2 For service hereunder which is subject to 18 C.F.R Section 284.101 (Section 311 transportation), Customer must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.
- 5.3 The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VI  
NOTICES

Except as herein otherwise provided or as provided in the General Terms and Conditions of the Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

- (a) Pipeline: ENBRIDGE PIPELINES (MIDLA) L.L.C.  
Attn: Contract Administration  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

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

Telephone No. (713) 821-2000  
Facsimile No. (713) 821-3313

(b) Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party shall subsequently designate  
by formal written notice.

ARTICLE VII  
MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Customer or Pipeline of the performance of any of the provisions of this Agreement by the other or the failure to exercise the rights granted to either Customer or Pipeline herein shall operate or be construed as an implied or express waiver of any future performance by the other party, or right of Customer or Pipeline herein, whether of a like or of a different character.

7.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

7.3 The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

7.4 As this Firm Transportation Agreement relates to Capacity Release, the Replacement Customer grants to Midla its permission and approval to notify the Releasing Customer (even when such Releasing Customer is an Energy Affiliate of Midla) of certain credit-related information specified under Section 4.12(c) of the General Terms and Conditions of Midla's FERC Gas Tariff.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

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

7.5 When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Agents thereunto duly authorized, the Day and year first above written.

ENBRIDGE PIPELINES (MIDLA) L.L.C.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

ATTEST:

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 317** First Revised Sheet No. 317 : Effective  
Superseding: Original Sheet No. 317  
FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)

EXHIBIT A

To the Agreement under Rate Schedule FTS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Receipt.

Point(s) of Receipt

Dated: \_\_\_\_\_

Primary Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
--------------------------------	-------------------------------------	-----------------------------

[Specify the MDRO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Secondary Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
----------------------------------	-------------------------------------	-----------------------------

[Specify the MDRO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated: \_\_\_\_\_

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 318** First Revised Sheet No. 318 : Effective  
Superseding: Original Sheet No. 318

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)

EXHIBIT B

To the Agreement under Rate Schedule FTS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Delivery.

Point(s) of Delivery

Dated: \_\_\_\_\_

Primary Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
	[Specify the MDDO for each period, as elected in Section 1.1 of the Service Agreement]	

Secondary Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
	[Specify the MDDO for each period, as elected in Section 1.1 of the Service Agreement]	

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 319** First Revised Sheet No. 319  
Superseding: Original Sheet No. 319

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)

EXHIBIT C

To the Agreement under Rate Schedule FTS between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning "on behalf of" entity(ies).

"On Behalf of" Entity(ies)

Dated: \_\_\_\_\_

Name	Type
_____	_____
_____	_____
_____	_____

Customer warrants that the transportation by Pipeline hereunder will be "on behalf of" the above listed entity(ies) and in full compliance with Section 311 of the Natural Gas Policy Act of 1978 (NGPA) and FERC Order No. 525 et seq. Customer shall indemnify and hold Pipeline harmless from any and all liability arising from any acts and omissions or material representations of Customer in connection with or related to Pipeline's service under Section 311 of the NGPA. Customer shall not cause Gas to be delivered to Pipeline for transportation "on behalf of" any other entity until such time as this Exhibit C has been amended to reflect the addition of such entity.

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**Second Revised Sheet No. 320** Second Revised Sheet No. 320  
Superseding: First Revised Sheet No. 320

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)

EXHIBIT D

To the Agreement under Rate Schedule FTS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning discount or negotiated rate information.

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen: \_\_\_\_\_ Year-to-Year  
\_\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities under Shipper's Service Contract(s):

\_\_\_\_\_ MMBtu

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities above or below a certain level or all quantities  
if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
MMBtu above/below \_\_\_\_\_ MMBtu

or

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**First Revised Sheet No. 320A** First Revised Sheet No. 320A  
Superseding: Original Sheet No. 320A

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ MMBtu actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ MMBtu for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or \_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-808-000

**Original Sheet No. 320B** Original Sheet No. 320B

[RIDER A]

[To be used only if contract includes Negotiated Rates]

[Negotiated Rate Information

Negotiated Rate/ Negotiated Rate Formula: \_\_\_\_\_

Negotiated Rate/ Negotiated Rate Formula Effective: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen

\_\_\_\_\_ Year to Year

\_\_\_\_\_ Month to Month]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit D, Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 321** First Revised Sheet No. 321  
Superseding: Original Sheet No. 321

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS)

This Agreement ("Agreement") is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Enbridge Pipelines (Midla) L.L.C., a Delaware Corporation (herein called "Pipeline"), and \_\_\_\_\_ herein called "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule ITS, Pipeline agrees to receive from or for Customer for transportation on an interruptible basis quantities of Natural Gas up to the Maximum Daily Quantity (MDQ) tendered by Customer on any Day at the Point(s) of Receipt; provided, however, Customer shall not tender at any Point of Receipt on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit A for each such Point of Receipt or Customer's nomination, if less than the MDQ, or in any year, a cumulative quantity of Natural Gas in excess of the Maximum Annual Quantity (MAQ) inclusive of the applicable Fuel Reimbursement Quantities. For purposes of this Agreement, the MDQ and MAQ shall be as follows:

Maximum Daily Quantity \_\_\_\_\_ MMBtu

Maximum Annual Quantity \_\_\_\_\_ MMBtu

1.2 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule ITS, Pipeline agrees to transport and deliver to or for Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of delivery of the quantities of Natural Gas received by Pipeline on any Day pursuant to Paragraph 1.1 above, less the applicable Fuel Reimbursement Quantities; provided, however, Pipeline shall not be obligated to deliver at any Point of Delivery on any Day a quantity of Natural Gas in excess of

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the applicable MDQ set forth on Exhibit B for each such Point of Delivery or Customer's nomination, if less than the MDQ.

1.3 To the extent permitted by Pipeline's FERC Gas Tariff, Fifth Revised Volume No. 1 (hereinafter the "Tariff"), and FERC orders and regulations, Pipeline shall have the right to interrupt service under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.

ARTICLE II  
TERM OF AGREEMENT

2.1 This Agreement shall become effective as of the date first set forth hereinabove written and shall continue through \_\_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of thirty (30) Days each (the "Renewal Term") unless either party gives thirty (30) Days written notice to the other party prior to the end of the Primary Term or any thirty (30) Day Renewal Term thereafter.

2.2 Termination of this Agreement shall not affect or cancel the obligations, claims, and liabilities then owing by either party to the other.

2.3 Pipeline's or Customer's right to terminate this Agreement upon expiration of the Primary Term hereof shall be subject to the pregranted abandonment provision of Section 7 of the General Terms and Conditions of the Tariff.

2.4 Notwithstanding the provisions set forth in this Article II, this Agreement shall be subject to the termination provisions set forth in Paragraphs 3.3 and 3.4 of Rate Schedule ITS of the Tariff.

ARTICLE III  
RATE SCHEDULE

3.1 Customer shall pay Pipeline each Month for service provided under this Agreement the maximum rates and such other charges as are specified in the Tariff for Rate Schedule ITS, including but not limited to the Annual Charge Adjustment (ACA), the Fuel

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Reimbursement Charge, Electronic Bulletin Board charges, and penalties.

3.2 Pursuant to Rate Schedule ITS of the Tariff, Pipeline may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit D or in a separate written agreement.

3.3 The rates and charges provided for under Rate Schedule ITS shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission in any proceeding initiated by Pipeline or applicable to the services performed hereunder. Customer agrees that Pipeline shall, without any further agreement by Customer, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule ITS, or the General Terms and Conditions thereof, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Pipeline, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Customer to contest at any time the changes made pursuant to this Paragraph 3.3, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent proceeding.

ARTICLE IV  
POINT(S) OF RECEIPT AND DELIVERY

4.1 Natural Gas to be received by Pipeline from or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Receipt set forth in Exhibit A of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Receipt.

4.2 Natural Gas to be delivered by Pipeline to or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Delivery set forth in Exhibit B of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Delivery.

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**Original Sheet No. 324** Original Sheet No. 324 : Effective

ARTICLE V  
CONDITIONS OF SERVICE

- 5.1 This Agreement and all terms and provisions contained or incorporated herein are subject to Rate Schedule ITS and the General Terms and Conditions of the Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are incorporated by reference and made a part of this Agreement. Capitalized terms herein shall have the meaning assigned to such terms in the Tariff. In the event of conflict between this Agreement and Pipeline's Tariff, the Tariff shall control.
- 5.2 For service hereunder which is subject to 18 C.F.R Section 284.101 (Section 311 transportation), Customer must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.
- 5.3 The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VI  
NOTICES

Except as herein otherwise provided or as provided in the General Terms and Conditions of the Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

- (a) Pipeline: ENBRIDGE PIPELINES (MIDLA) L.L.C.  
Attn: Contract Administration  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

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Telephone No. (713) 650-8900  
Facsimile No. (713) 821-2119

(b) Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party shall subsequently designate by formal written notice.

ARTICLE VII  
MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Customer or Pipeline of the performance of any of the provisions of this Agreement by the other or the failure to exercise the rights granted to either Customer or Pipeline herein shall operate or be construed as an implied or express waiver of any future performance by the other party, or right of Customer or Pipeline herein, whether of a like or of a different character.
- 7.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
- 7.3 The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

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7.4 When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Agents thereunto duly authorized, the Day and year first above written.

ENBRIDGE PIPELINES (MIDLA) L.L.C.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

ATTEST:

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 327** Original Sheet No. 327 : Effective

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS)

EXHIBIT A

To the Agreement under Rate Schedule ITS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Receipt.

Point(s) of Receipt

Dated: \_\_\_\_\_

Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
---------------------	-------------------------------------	-----------------------------

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated: \_\_\_\_\_

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 328** Original Sheet No. 328 : Effective

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS)

EXHIBIT B

To the Agreement under Rate Schedule ITS between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning Point(s) of Delivery.

Point(s) of Delivery

Dated: \_\_\_\_\_

Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
-------------------	-----------------------------------	---------------------------

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 329** First Revised Sheet No. 329  
Superseding: Original Sheet No. 329

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS)

EXHIBIT C

To the Agreement under Rate Schedule ITS between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning "on behalf of" entity(ies).

"On Behalf of" Entity(ies)

Dated: \_\_\_\_\_

Name	Type
_____	_____
_____	_____
_____	_____

Customer warrants that the transportation by Pipeline hereunder will be "on behalf of" the above listed entity(ies) and in full compliance with Section 311 of the Natural Gas Policy Act of 1978 (NGPA) and FERC Order No. 525 et seq. Customer shall indemnify and hold Pipeline harmless from any and all liability arising from any acts and omissions or material representations of Customer in connection with or related to Pipeline's service under Section 311 of the NGPA. Customer shall not cause Gas to be delivered to Pipeline for transportation "on behalf of" any other entity until such time as this Exhibit C has been amended to reflect the addition of such entity.

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**Second Revised Sheet No. 330** Second Revised Sheet No. 330  
Superseding: First Revised Sheet No. 330

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS)

EXHIBIT D

To the Agreement under Rate Schedule ITS between Enbridge Pipelines (Midla)  
L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning discount or negotiated rate information.

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen: \_\_\_\_\_ Year-to-Year  
\_\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities under Shipper's Service Contract(s):

\_\_\_\_\_ MMBtu

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities above or below a certain level or all quantities  
if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
MMBtu above/below \_\_\_\_\_ MMBtu

or

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**First Revised Sheet No. 330A** First Revised Sheet No. 330A  
Superseding: Original Sheet No. 330A

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ MMBtu actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ MMBtu for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-808-000

**Original Sheet No. 330B** Original Sheet No. 330B

[RIDER A]

[To be used only if contract includes Negotiated Rates]

[Negotiated Rate Information

Negotiated Rate/ Negotiated Rate Formula: \_\_\_\_\_

Negotiated Rate/ Negotiated Rate Formula Effective: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen

\_\_\_\_\_ Year to Year

\_\_\_\_\_ Month to Month]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit D, Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**Second Revised Sheet No. 331** Second Revised Sheet No. 331  
Superseding: First Revised Sheet No. 331

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS-OSF)

This Agreement ("Agreement") is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Enbridge Pipelines (Midla) L.L.C., a Delaware Corporation (herein called "Pipeline"), and \_\_\_\_\_ herein called "Customer" whether one or more Persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-OSF, Pipeline agrees to receive from or for Customer for firm transportation on Pipeline's Offshore Facilities quantities of Natural Gas up to the Maximum Daily Quantity (MDQ) tendered by Customer on any Day at the Point(s) of Receipt; provided, however, Customer shall not tender at any Point of Receipt on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit A for each such Point of Receipt or Customer's nomination, if less than the MDQ, or in any year, a cumulative quantity of Natural Gas in excess of the Maximum Annual Quantity (MAQ) inclusive of the applicable Fuel Reimbursement Quantities. For purposes of this Agreement, the MDQ and MAQ shall be as follows:

[Maximum Daily Quantity \_\_\_\_\_ MMBtu]

[OR]

[Maximum Daily Quantity		
January	_____	MMBtu
February	_____	MMBtu
March	_____	MMBtu
April	_____	MMBtu
May	_____	MMBtu
June	_____	MMBtu
July	_____	MMBtu
August	_____	MMBtu
September	_____	MMBtu
October	_____	MMBtu
November	_____	MMBtu
December	_____	MMBtu]

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Superseding: Original Sheet No. 331A

[OR]

[Maximum Daily Quantity	
January - March	_____ MMBtu
April	_____ MMBtu
May - September	_____ MMBtu
October	_____ MMBtu
November - December	_____ MMBtu]

[OR]

[Maximum Daily Quantity	
April - October	_____ MMBtu
November - March	_____ MMBtu]

[Maximum Annual Quantity \_\_\_\_\_ MMBtu]

1.2 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-OSF, Pipeline agrees to transport and deliver to or for Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of delivery of the quantities of Natural Gas received by Pipeline on any Day pursuant to Paragraph 1.1 above, less the applicable Fuel Reimbursement Quantities; provided, however, Pipeline shall not be obligated to deliver at any

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Point of Delivery on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit B for each such Point of Delivery or Customer's nomination, if less than the MDQ.

1.3 To the extent permitted by Pipeline's FERC Gas Tariff, Fifth Revised Volume No. 1 (hereinafter the "Tariff"), and FERC orders and regulations, Pipeline shall have the right to interrupt service under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.

ARTICLE II  
TERM OF AGREEMENT

2.1 This Agreement shall become effective as of the date first set forth hereinabove written and shall continue through \_\_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of twelve (12) Months each (the "Renewal Term") unless either party gives ninety (90) Days written notice to the other party prior to the end of the Primary Term or any twelve (12) Month Renewal Term thereafter.

2.2 Termination of this Agreement shall not affect or cancel the obligations, claims, and liabilities then owing by either party to the other.

2.3 Pipeline's or Customer's right to terminate this Agreement upon expiration of the Primary Term hereof shall be subject to the pregranted abandonment provision of Section 7 of the General Terms and Conditions of the Tariff.

ARTICLE III  
RATE SCHEDULE

3.1 Customer shall pay Pipeline each Month for service provided under this Agreement the maximum rates and such other charges as are specified in the Tariff for Rate Schedule FTS-OSF, including but not limited to the Annual Charge Adjustment (ACA), the Fuel Reimbursement Charge, Electronic Bulletin Board charges, and penalties.

*Effective Date: 10/01/2009 Status: Effective*  
*FERC Docket: RP09-980-000*

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Superseding: Original Sheet No. 333

3.2 Pursuant to Rate Schedule FTS-OSF of the Tariff, Pipeline may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit D or in a separate written agreement.

3.3 The rates and charges provided for under Rate Schedule FTS-OSF shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission in any proceeding initiated by Pipeline or applicable to the services performed hereunder. Customer agrees that Pipeline shall, without any further agreement by Customer, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule FTS-OSF, or the General Terms and Conditions thereof, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Pipeline, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Customer to contest at any time the changes made pursuant to this Paragraph 3.3, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent proceeding.

ARTICLE IV  
POINT(S) OF RECEIPT AND DELIVERY

4.1 Natural Gas to be received by Pipeline from or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Receipt set forth in Exhibit A of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Receipt.

4.2 Natural Gas to be delivered by Pipeline to or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Delivery set forth in Exhibit B of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Delivery.

Effective Date: 10/20/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 334 Original Sheet No. 334 : Effective

ARTICLE V  
CONDITIONS OF SERVICE

- 5.1 This Agreement and all terms and provisions contained or incorporated herein are subject to Rate Schedule FTS-OSF and the General Terms and Conditions of the Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are incorporated by reference and made a part of this Agreement. Capitalized terms herein shall have the meaning assigned to such terms in the Tariff. In the event of conflict between this Agreement and Pipeline's Tariff, the Tariff shall control.
- 5.2 For service hereunder which is subject to 18 C.F.R Section 284.101 (Section 311 transportation), Customer must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.
- 5.3 The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VI  
NOTICES

Except as herein otherwise provided or as provided in the General Terms and Conditions of the Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

- (a) Pipeline: ENBRIDGE PIPELINES (MIDLA) L.L.C.  
Attn: Contract Administration  
1100 Louisiana, Suite 3300  
Houston, Texas 77002

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 335** Original Sheet No. 335 : Effective

Telephone No. (713) 650-8900  
Facsimile No. (713) 821-2119

(b) Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party shall subsequently designate by formal written notice.

ARTICLE VII  
MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Customer or Pipeline of the performance of any of the provisions of this Agreement by the other or the failure to exercise the rights granted to either Customer or Pipeline herein shall operate or be construed as an implied or express waiver of any future performance by the other party, or right of Customer or Pipeline herein, whether of a like or of a different character.
- 7.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
- 7.3 The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 336** First Revised Sheet No. 336  
Superseding: Original Sheet No. 336

7.4 When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Agents thereunto duly authorized, the Day and year first above written.

ENBRIDGE PIPELINES (MIDLA) L.L.C.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

CUSTOMER

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 337** First Revised Sheet No. 337 : Effective  
Superseding: Original Sheet No. 337

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS-OSF)

EXHIBIT A

To the Agreement under Rate Schedule FTS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Receipt.

Point(s) of Receipt

Dated: \_\_\_\_\_

Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
---------------------	-------------------------------------	-----------------------------

[Specify the MDRO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated: \_\_\_\_\_

Effective Date: 12/01/2006 Status: Effective  
FERC Docket: RP07- 53-000

**First Revised Sheet No. 338** First Revised Sheet No. 338 : Effective  
Superseding: Original Sheet No. 338

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS-OSF)

EXHIBIT B

To the Agreement under Rate Schedule FTS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Delivery.

Point(s) of Delivery

Dated: \_\_\_\_\_

Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
----------------------	--------------------------------------	------------------------------

[Specify the MDDO for  
each period, as elected  
in Section 1.1 of the  
Service Agreement]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 339** First Revised Sheet No. 339  
Superseding: Original Sheet No. 339

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS-OSF)

EXHIBIT C

To the Agreement under Rate Schedule FTS-OSF between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning "on behalf of" entity(ies).

"On Behalf of" Entity(ies)

Dated: \_\_\_\_\_

Name	Type
------	------

_____	_____
_____	_____
_____	_____

Customer warrants that the transportation by Pipeline hereunder will be "on behalf of" the above listed entity(ies) and in full compliance with Section 311 of the Natural Gas Policy Act of 1978 (NGPA) and FERC Order No. 525 et seq. Customer shall indemnify and hold Pipeline harmless from any and all liability arising from any acts and omissions or material representations of Customer in connection with or related to Pipeline's service under Section 311 of the NGPA. Customer shall not cause Gas to be delivered to Pipeline for transportation "on behalf of" any other entity until such time as this Exhibit C has been amended to reflect the addition of such entity.

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**Second Revised Sheet No. 340** Second Revised Sheet No. 340  
Superseding: First Revised Sheet No. 340

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS-OSF)

EXHIBIT D

To the Agreement under Rate Schedule FTS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning discount or negotiated rate information.

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_ Evergreen: \_\_\_\_ Year-to-Year  
\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities under Shipper's Service Contract(s):

\_\_\_\_\_ MMBtu

\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities above or below a certain level or all quantities  
if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
MMBtu above/below \_\_\_\_\_ MMBtu

or

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FERC Docket: RP09-808-000

**First Revised Sheet No. 340A** First Revised Sheet No. 340A  
Superseding: Original Sheet No. 340A

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ MMBtu actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ MMBtu for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-808-000

**Original Sheet No. 340B** Original Sheet No. 340B

[RIDER A]

[To be used only if contract includes Negotiated Rates]

[Negotiated Rate Information

Negotiated Rate/ Negotiated Rate Formula: \_\_\_\_\_

Negotiated Rate/ Negotiated Rate Formula Effective: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen

\_\_\_\_\_ Year to Year

\_\_\_\_\_ Month to Month]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit D, Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 341** First Revised Sheet No. 341  
Superseding: Original Sheet No. 341

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS-OSF)

This Agreement ("Agreement") is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Enbridge Pipelines (Midla) L.L.C., a Delaware Corporation (herein called "Pipeline"), and \_\_\_\_\_ herein called "Customer" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule ITS-OSF, Pipeline agrees to receive from or for Customer for interruptible transportation on Pipeline's Offshore Facilities quantities of Natural Gas up to the Maximum Daily Quantity (MDQ) tendered by Customer on any Day at the Point(s) of Receipt; provided, however, Customer shall not tender at any Point of Receipt on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit A for each such Point of Receipt or Customer's nomination, if less than the MDQ, or in any year, a cumulative quantity of Natural Gas in excess of the Maximum Annual Quantity (MAQ) inclusive of the applicable Fuel Reimbursement Quantities. For purposes of this Agreement, the MDQ and the MAQ shall be as follows:

Maximum Daily Quantity \_\_\_\_\_ MMBtu

Maximum Annual Quantity \_\_\_\_\_ MMBtu

1.2 Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule ITS-OSF, Pipeline agrees to transport and deliver to or for Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of delivery of the quantities of Natural Gas received by Pipeline on any Day pursuant to Paragraph 1.1 above, less the applicable Fuel Reimbursement Quantities; provided, however, Pipeline shall not be obligated to deliver at any

*Effective Date: 10/01/2009 Status: Effective*  
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Superseding: Original Sheet No. 342

of Delivery on any Day a quantity of Natural Gas in excess of the applicable MDQ set forth on Exhibit B for each such Point of Delivery or Customer's nomination, if less than the MDQ.

1.3 To the extent permitted by Pipeline's FERC Gas Tariff, Fifth Revised Volume No. 1 (hereinafter the "Tariff"), and FERC orders and regulations, Pipeline shall have the right to interrupt service under this Agreement if at any time Customer fails to materially comply with any provision of this Agreement.

ARTICLE II  
TERM OF AGREEMENT

2.1 This Agreement shall become effective as of the date first set forth hereinabove written and shall continue through \_\_\_\_\_ (the "Primary Term"). Thereafter, this Agreement shall continue for successive terms of thirty (30) Days each (the "Renewal Term") unless either party gives thirty (30) Days written notice to the other party prior to the end of the Primary Term or any thirty (30) Day Renewal Term thereafter.

2.2 Termination of this Agreement shall not affect or cancel the obligations, claims, and liabilities then owing by either party to the other.

2.3 Pipeline's or Customer's right to terminate this Agreement upon expiration of the Primary Term hereof shall be subject to the pregranted abandonment provision of Section 7 of the General Terms and Conditions of the Tariff.

2.4 Notwithstanding the provisions set forth in this Article II, this Agreement shall be subject to the termination provisions set forth in Paragraphs 3.3 and 3.4 of Rate Schedule ITS-OSF of the Tariff.

ARTICLE III  
RATE SCHEDULE

3.1 Customer shall pay Pipeline each Month for service provided under this Agreement the maximum rates and such other charges as are specified in the Tariff for Rate Schedule ITS-OSF, including but not

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limited to the Annual Charge Adjustment (ACA), the Fuel Reimbursement Charge, Electronic Bulletin Board charges, and penalties.

3.2 Pursuant to Rate Schedule ITS-OSF of the Tariff, Pipeline may agree from time to time to collect a rate lower than the maximum rate set forth in the Tariff. Such a discounted rate shall be set forth in Exhibit D or in a separate written agreement.

3.3 The rates and charges provided for under Rate Schedule ITS-OSF shall be subject to increase or decrease pursuant to any order issued by the Federal Energy Regulatory Commission in any proceeding initiated by Pipeline or applicable to the services performed hereunder. Customer agrees that Pipeline shall, without any further agreement by Customer, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule ITS-OSF, or the General Terms and Conditions thereof, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Pipeline, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Customer to contest at any time the changes made pursuant to this Paragraph 3.3, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent proceeding.

ARTICLE IV  
POINT(S) OF RECEIPT AND DELIVERY

4.1 Natural Gas to be received by Pipeline from or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Receipt set forth in Exhibit A of this Agreement, with the Maximum Daily Quantity and the pressure obligation indicated for each such Point of Receipt.

4.2 Natural Gas to be delivered by Pipeline to or for Customer hereunder shall be delivered at the outlet side of the measuring station(s) at the Point(s) of Delivery set forth in Exhibit B of this Agreement, with the Maximum Daily Quantity and the pressure obligation

indicated for each such Point of Delivery.

ARTICLE V  
CONDITIONS OF SERVICE

- 5.1 This Agreement and all terms and provisions contained or incorporated herein are subject to Rate Schedule ITS-OSF and the General Terms and Conditions of the Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are incorporated by reference and made a part of this Agreement. Capitalized terms herein shall have the meaning assigned to such terms in the Tariff. In the event of conflict between this Agreement and Pipeline's Tariff, the Tariff shall control.
- 5.2 For service hereunder which is subject to 18 C.F.R Section 284.101 (Section 311 transportation), Customer must execute Exhibit C and the affidavits attached thereto, all of which are hereby incorporated by reference and made a part of this Agreement.
- 5.3 The parties hereto agree that neither party shall be liable to the other for any special, indirect, or consequential damages (including business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VI  
NOTICES

Except as herein otherwise provided or as provided in the General Terms and Conditions of the Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by registered, certified, or first class mail, or overnight delivery service (Federal Express, UPS, or U.S. Postal Service) at the address of the parties as follows:

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 345** Original Sheet No. 345 : Effective

(a) Pipeline: ENBRIDGE PIPELINES (MIDLA) L.L.C.  
Attn: Contract Administration  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
  
Telephone No. (713) 650-8900  
Facsimile No. (713) 821-2119

(b) Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party shall subsequently designate by formal written notice.

ARTICLE VII  
MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement between the parties and no modification, waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such modification, waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Customer or Pipeline of the performance of any of the provisions of this Agreement by the other or the failure to exercise the rights granted to either Customer or Pipeline herein shall operate or be construed as an implied or express waiver of any future performance by the other party, or right of Customer or Pipeline herein, whether of a like or of a different character.
- 7.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
- 7.3 The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 346** First Revised Sheet No. 346  
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a different jurisdiction.

7.4 When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Agents thereunto duly authorized, the Day and year first above written.

ENBRIDGE PIPELINES (MIDLA) L.L.C.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

CUSTOMER

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 347** Original Sheet No. 347 : Effective

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS-OSF)

EXHIBIT A

To the Agreement under Rate Schedule ITS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Receipt.

Point(s) of Receipt

Dated: \_\_\_\_\_

Point of Receipt	Maximum Daily Receipt Obligation	Maximum Receipt Pressure
---------------------	-------------------------------------	-----------------------------

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated: \_\_\_\_\_

Effective Date: 10/20/2002 Status: Effective  
FERC Docket: RP03-39-000

**Original Sheet No. 348** Original Sheet No. 348 : Effective

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS-OSF)

EXHIBIT B

To the Agreement under Rate Schedule ITS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning Point(s) of Delivery.

Point(s) of Delivery

Dated: \_\_\_\_\_

Point of Delivery	Maximum Daily Delivery Obligation	Maximum Delivery Pressure
----------------------	--------------------------------------	------------------------------

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated: \_\_\_\_\_

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**First Revised Sheet No. 349** First Revised Sheet No. 349  
Superseding: Original Sheet No. 349

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS-OSF)

EXHIBIT C

To the Agreement under Rate Schedule ITS-OSF between Enbridge Pipelines (Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer) concerning "on behalf of" entity(ies).

"On Behalf of" Entity(ies)

Dated: \_\_\_\_\_

Name	Type
------	------

_____	_____
_____	_____
_____	_____

Customer warrants that the transportation by Pipeline hereunder will be "on behalf of" the above listed entity(ies) and in full compliance with Section 311 of the Natural Gas Policy Act of 1978 (NGPA) and FERC Order No. 525 et seq. Customer shall indemnify and hold Pipeline harmless from any and all liability arising from any acts and omissions or material representations of Customer in connection with or related to Pipeline's service under Section 311 of the NGPA. Customer shall not cause Ggas to be delivered to Pipeline for transportation "on behalf of" any other entity until such time as this Exhibit C has been amended to reflect the addition of such entity.

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated: \_\_\_\_\_

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-808-000

**Second Revised Sheet No. 350** Second Revised Sheet No. 350  
Superseding: First Revised Sheet No. 350

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE ITS-OSF)

EXHIBIT D

To the Agreement under Rate Schedule ITS-OSF between Enbridge Pipelines  
(Midla) L.L.C. (Pipeline) and \_\_\_\_\_ (Customer)  
concerning discount or negotiated rate information.

Discount Information

Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen: \_\_\_\_\_ Year-to-Year  
\_\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities under Shipper's Service Contract(s):

\_\_\_\_\_ MMBtu

\_\_\_\_\_ Discounted Transportation Rate applicable to specified  
quantities above or below a certain level or all quantities  
if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_  
MMBtu above/below \_\_\_\_\_ MMBtu

or

Effective Date: 08/01/2009 Status: Effective  
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**First Revised Sheet No. 350A** First Revised Sheet No. 350A  
Superseding: Original Sheet No. 350A

\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ MMBtu actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

\_\_\_\_\_ MMBtu for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

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FERC Docket: RP09-808-000

**Original Sheet No. 350B** Original Sheet No. 350B

[RIDER A]

[To be used only if contract includes Negotiated Rates]

[Negotiated Rate Information

Negotiated Rate/ Negotiated Rate Formula: \_\_\_\_\_

Negotiated Rate/ Negotiated Rate Formula Effective: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_ Evergreen

\_\_\_\_\_ Year to Year

\_\_\_\_\_ Month to Month]

Signed for Identification

Enbridge Pipelines (Midla) L.L.C.: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit D, Dated: \_\_\_\_\_

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-980-000*

**First Revised Sheet No. 351** First Revised Sheet No. 351

Superseding: Original Sheet No. 351

Reserved for Future Use

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-980-000*

**First Revised Sheet No. 352** First Revised Sheet No. 352

Superseding: Original Sheet No. 352

Reserved for Future Use

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-980-000*

**First Revised Sheet No. 353** First Revised Sheet No. 353

Superseding: Original Sheet No. 353

Reserved for Future Use

*Effective Date: 10/01/2009 Status: Effective*

*FERC Docket: RP09-980-000*

**First Revised Sheet No. 354** First Revised Sheet No. 354

Superseding: Original Sheet No. 354

Reserved for Future Use

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*FERC Docket: RP09-980-000*

**First Revised Sheet No. 355** First Revised Sheet No. 355

Superseding: Original Sheet No. 355

Reserved for Future Use

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP09-980-000

**Original Sheet No. 356** Original Sheet No. 356

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

(Date)  
(Customer Name)  
(Address)  
Attention: \_\_\_\_\_

RE: Interactive Internet Website Agreement ("Agreement")

Dear \_\_\_\_\_:

Enbridge Pipelines (Midla) L.L.C. ("Pipeline") will provide \_\_\_\_\_ ("CUSTOMER") with access to and provide information concerning transportation services on Pipeline's System (as defined in the General Terms and Conditions of Pipeline's FERC Gas Tariff) via the Interactive Internet Website. Pipeline hereby agrees to provide authorized representatives of CUSTOMER with USER IDs and passwords necessary to access the Interactive Internet Website and in consideration therefor, CUSTOMER agrees its use of the Interactive Internet Website shall be subject to the following terms and conditions.

1. Pipeline agrees to permit those employees (including officers and directors) specified by CUSTOMER to receive USERIDs and passwords for access to the Interactive Internet Website ("Authorized Employees"). Any person permitted by CUSTOMER to access the Interactive Internet Website must have the legal authority to act on behalf of CUSTOMER in performing those functions listed on the Interactive Internet Website's menu for which he/she is authorized, including those functions which are available presently and those functions which shall become available at a later date. In particular, CUSTOMER shall designate one or more persons to perform the contracting function and thereby legally bind CUSTOMER to any agreement or amended agreement executed by CUSTOMER on the Interactive Internet Website. CUSTOMER agrees and acknowledges that Pipeline shall be entitled to rely on CUSTOMER's representation that all persons authorized to perform a contracting function through the Interactive Internet Website have been duly authorized by CUSTOMER to enter into one or more agreements or amended agreements on its behalf.

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FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

2. Pipeline agrees that in addition to appropriately Authorized Employees, (including officers and directors), CUSTOMER may access the Interactive Internet Website through an agent or representative, (hereinafter referred to as "Agent") as long as such Agent is appointed in writing through the agency agreement attached hereto as Exhibit A (Agency Agreement), which specifically gives the Agent the legal authority to act on behalf of CUSTOMER in performing any or all functions listed on the Interactive Internet Website menu, including those functions which are available presently and those functions which shall become available at a later date. CUSTOMER agrees to provide Pipeline's Transportation Services Department with an executed original of the Agency Agreement in writing or through the Interactive Internet Website if the Agency Agreement has been executed on the Interactive Internet Website. Pipeline agrees that CUSTOMER may cancel the Agency Agreement by notifying Pipeline pursuant to the procedures set out in paragraph 6 of this Agreement. Pipeline agrees further that CUSTOMER may appoint a successor Agent by providing Pipeline with an executed original of such successor's Agency Agreement in writing or through the Interactive Internet Website if the Agency Agreement has been executed on the Interactive Internet Website. Pipeline shall not be required, however, to give effect to any Agency Agreement until Pipeline has actually received an executed original of such Agency Agreement in writing or through the Interactive Internet Website if the Agency Agreement has been executed on the Interactive Internet Website. CUSTOMER may have only one Agent authorized to act on its behalf at any time. Submission of an Agency Agreement for a successor Agent shall supersede all previously submitted Agency Agreements.

3. Prior to being issued USERIDs and passwords, each of CUSTOMER's employees and Agents (collectively hereinafter referred to as "authorized persons") must return to Pipeline a completed Interactive Internet Website Access Request Form in the form attached hereto as Exhibit B. CUSTOMER agrees to promptly provide Pipeline with any material change to the information provided thereon, including, but not limited to the designation of an Agent.

4. CUSTOMER's combined USERIDs and passwords are confidential and are used to identify CUSTOMER. CUSTOMER agrees that only authorized persons of CUSTOMER will be given CUSTOMER's USERIDs and passwords and only authorized persons will be permitted to access the Interactive Internet Website on CUSTOMER's behalf. CUSTOMER agrees to keep confidential all USERIDs and passwords issued by Pipeline to CUSTOMER for use on the Interactive Internet

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

Website. CUSTOMER further agrees that CUSTOMER and its authorized persons will not disclose its USERIDs and passwords, either separately or combined, to anyone without authority to access the Interactive Internet Website for CUSTOMER. Any use of the Interactive Internet Website by any person authorized or not, using any of CUSTOMER's USERIDs and/or passwords shall be deemed to be use by CUSTOMER and CUSTOMER agrees to be responsible for and to accept liability for any such use.

5. Certain information contained in the Interactive Internet Website is proprietary and confidential. CUSTOMER agrees not to disclose or otherwise make available confidential information to any other company, corporation or third party, whether such information is accessed in an authorized or unauthorized manner. This provision does not apply to any public information maintained by Pipeline on the Interactive Internet Website, as such information is available to all parties.

6. CUSTOMER agrees to notify Pipeline if there is any indication that a security breach has occurred with regard to CUSTOMER's USERIDs and passwords. This includes, but is not limited to (i) loss of confidentiality of USERIDs and passwords; (ii) termination of employment of any authorized person; or (iii) loss of authority to access the Interactive Internet Website by any authorized person. Such notification shall be made to Pipeline's Transportation Services Department immediately by telephone and shall be followed by written notification within five (5) Business Days.

7. CUSTOMER agrees to attempt to access only that data for which CUSTOMER has authorization. All access attempts, whether successful or unsuccessful, are recorded.

8. Pipeline shall operate its Interactive Internet Website in a prudent manner. Except for the negligence, fraud, or willful misconduct of Pipeline, Pipeline expressly disclaims liability for loss or damage resulting from CUSTOMER's actions or breach of this Agreement, events of force majeure, any defects in computer software, hardware, or programming, or any interruption in or malfunction of electronic communication or transmission. CUSTOMER agrees to defend, indemnify and hold harmless Pipeline, its affiliates and members and their respective officers, directors, employees and agents, from and against all claims, demands, damages, losses, costs and expenses (including court costs and reasonable attorney's fees) and liabilities of any nature whatsoever (collectively referred to herein as "Liabilities") arising out of any breach of this Agreement by

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FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

CUSTOMER or its authorized persons, or the use of the Interactive Internet Website or the information contained therein by CUSTOMER, or its authorized persons, to the extent such Liabilities are not the direct result of the negligence, fraud, or willful misconduct of Pipeline. The parties hereto agree that neither party shall be liable to the other party, or its corporate parent, subsidiaries or affiliates or members, for any special, punitive, exemplary, indirect or consequential damages (including, without limitation, loss of profits or business interruptions) ("Indirect Damages") incurred by said party arising out of or in any manner related to this Agreement, the provision and use of the Interactive Internet Website, or the information contained therein, except to the extent such Indirect Damages arose from the other party's gross negligence, willful misconduct or bad faith.

9. CUSTOMER understands and agrees that Pipeline may act, and shall be fully protected in acting, in reliance upon any acts or things done or performed by persons utilizing CUSTOMER's USERIDs and passwords on behalf of CUSTOMER (so long as Pipeline is not aware of a security breach), and that Pipeline shall be held harmless from any omission or failure by CUSTOMER to act or perform any duty required by a function accessed through the Interactive Internet Website.

10. A USERID that is inactive for ninety (90) Days shall be automatically suspended. If CUSTOMER's USERID is suspended as set forth herein, CUSTOMER may contact Pipeline's Transportation Services Department to have its USERID reinstated.

11. Pipeline reserves the right to invalidate CUSTOMER's USERIDs and passwords at any time in the event CUSTOMER breaches any of the terms of this Agreement and such breach, in Pipeline's sole judgment, threatens the security or integrity of the system and CUSTOMER fails to cure the breach within twenty four (24) hours of notification from Pipeline. If Pipeline terminates the Interactive Internet Website pursuant to the following paragraph, Pipeline shall invalidate CUSTOMER's USERIDs and passwords effective on the date of the termination of the Interactive Internet Website.

12. Pipeline reserves the right to modify or terminate the Interactive Internet Website at any time so long as such modification or termination is not prohibited or inconsistent with the regulations of the Federal Energy Regulatory Commission or Pipeline's FERC Gas Tariff. Any such modification or termination of its website is to be filed with and is subject to review by the Federal Energy Regulatory Commission.

Effective Date: 10/01/2009 Status: Effective  
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**Original Sheet No. 360** Original Sheet No. 360

FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

13. Subject to the provisions of Paragraph 12 herein, this Agreement shall be in effect as of the date written below and shall continue unless and until canceled by either party on ten (10) Days' written notice given to the other party prior to the end of any Month to be effective at the end of such Month.

14. To the extent CUSTOMER utilizes the Interactive Internet Website to transmit and receive dispatching notices under the General Terms and Conditions of Pipeline's FERC Gas Tariff, then provisions of the General Terms and Conditions shall be deemed to be satisfied and notice on the Interactive Internet Website shall constitute valid notice between the parties.

15. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

16. CUSTOMER acknowledges and agrees that (a) Pipeline is a Delaware limited liability company; (b) CUSTOMER shall have no recourse against any member of Pipeline with respect to Pipeline's obligations under this Agreement and its sole recourse shall be against the assets of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Pipeline under or in connection with this Agreement; and (d) this representation is made expressly for the benefit of the members of Pipeline.

17. Unless specifically provided in this Agreement, any written notice or other communication shall be deemed given when received by the party entitled to notice, except that if received after 5:00 p.m. central time on any Day, such notice shall be deemed given on the next Business Day. Notices shall be directed as follows:

(a) if to CUSTOMER, to:

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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FORM OF INTERACTIVE INTERNET WEBSITE AGREEMENT

(b) if to Pipeline, to:

Enbridge Pipelines (Midla)L.L.C.  
Attn: \_\_\_\_\_  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
Telephone: (832) 214-\_\_\_\_\_  
Facsimile: (832) 214-5791

In like manner either party may change the address to which notices to it should be directed.

Please indicate your agreement with the above by signing below and returning one completely executed copy to Transporter.

Yours very truly,

ENBRIDGE PIPELINES (Midla), L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed to this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_.

(CUSTOMER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT A

AGENCY AGREEMENT

Enbridge Pipeline (Midla) L.L.C. ("Pipeline") and \_\_\_\_\_ ("CUSTOMER") are parties to an Interactive Internet Website Agreement, dated \_\_\_\_\_, which sets forth the terms and conditions for CUSTOMER's use of Pipeline's Interactive Internet Website to receive and transmit transportation service information on Pipeline's System (as defined in the General Terms and Conditions of Pipeline's FERC Gas Tariff). This Agency Agreement shall constitute an agreement pursuant to which CUSTOMER appoints an agent and representative under the Interactive Internet Website Agreement for the purposes set forth below.

Accordingly, CUSTOMER hereby appoints \_\_\_\_\_ (hereinafter Agent) as its agent and representative to act on behalf of CUSTOMER in performing the menu functions indicated by CUSTOMER on the Interactive Internet Website Access Request Form, Exhibit B to the Interactive Internet Website Agreement, including those functions which are presently available and those functions which shall become available at a later date. Agent agrees to be bound by the terms and conditions set forth in the Interactive Internet Website Agreement.

It is understood and agreed that Pipeline may act, and shall be fully protected when acting, in reliance on any acts or things done or performed by Agent on behalf of CUSTOMER and with respect to all matters for which authority is granted herein until Pipeline receives notice that this Agency Agreement has been canceled by either party hereto, including actions taken by Pipeline in reliance on any acts or things done or performed by Agent that conflict with acts, instructions, or things done or performed by CUSTOMER, in Pipeline's sole and reasonable discretion. CUSTOMER shall hold Pipeline harmless from any omission or failure by Agent to act or perform any of the duties herein authorized.

Please indicate agreement with the above by signing below. This Agency Agreement shall be effective as of the last date written below.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT B  
INTERACTIVE INTERNET WEBSITE ACCESS REQUEST FORM

CUSTOMER (Complete Legal Name) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

Authorized Employee's Full Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Employee's Employer: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Authorized Agent's Full Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Agent's Employer: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Indicate Update Capabilities for this Authorized Employee/Agent:

- \_\_\_\_\_ Execute Contracts, Amendments and Accept Discounts  
Employee / Agent (circle one)
- \_\_\_\_\_ Make Imbalance Elections/Trades  
Employee / Agent (circle one)
- \_\_\_\_\_ Request New Service, Amendments and Discounts  
Employee / Agent (circle one)
- \_\_\_\_\_ Receive and administer the payment of any and all invoices  
Employee / Agent (circle one)
- \_\_\_\_\_ Submit Capacity Release Offers, Bids, Recall and Reput  
Employee / Agent (circle one)

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\_\_\_\_ Submit Confirmations, PDAs  
Employee / Agent (circle one)  
\_\_\_\_ Submit Nominations  
Employee / Agent (circle one)  
\_\_\_\_ View-only access to Interactive Internet Website screens, e-mail,  
web page and reports for SHIPPER will be available to Customer's  
Authorized Employee(s) and Agent(s)

Signed by CUSTOMER'S Authorized Employee:

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

Approved by Customer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by CUSTOMER'S Authorized Agent:

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

Approved by Customer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

FOR INTERNAL USE ONLY

Enbridge Pipelines (Midla) L.L.C. Officer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

USER ID: \_\_\_\_\_ Customer# (if no DUNS): \_\_\_\_\_

Security approved by: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE FAX COMPLETED FORM TO (832) 214-5791



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6. If the service requested is "on behalf" of a 311 entity, please complete the following as it pertains to the 311 Party:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

311 Party Status: \_\_\_\_\_ Hinshaw \_\_\_\_\_ LDC \_\_\_\_\_ Interstate

Location (by State) of 311 Party's Facilities: \_\_\_\_\_

(Pipeline reserves the right to require proof that Customer's request meets the requirements of the applicable Commission Regulations)

7. If Customer is not a local distribution company and is requesting service be performed by Pipeline for Customer acting as agent for another entity, please specify the full legal name of such entity.

\_\_\_\_\_

8. Date service is proposed to commence: \_\_\_\_\_

9. Maximum Daily Transportation Quantity (MMBtu/Day): \_\_\_\_\_

10. Term of service: \_\_\_\_\_ years \_\_\_\_\_ months

11. Transportation Rate Requested:

Demand \$ \_\_\_\_\_  
Commodity \$ \_\_\_\_\_

12. Identity of Upstream and Downstream Pipelines involved in the transaction:

Upstream: \_\_\_\_\_  
Downstream: \_\_\_\_\_

13. Midla Receipt Point(s): \_\_\_\_\_

14. Midla Delivery Point(s): \_\_\_\_\_

(if request is for firm transportation service, the sum of these maximum quantities must equal the maximum transportation quantity in #9 above.)

15. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide description of facilities required, location, and requested in-service date.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\*16. If Customer is not a local distribution company and is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Customer and purchaser(s):

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17. Is Customer affiliated with Enbridge, Inc.?  
Yes No

18. Is your supplier affiliated with Enbridge, Inc.?  
Yes No

19. For marketing affiliates of Enbridge, Inc., does the cost of gas exceed the sales price, less associated costs including transportation, i.e., is the gas being sold at a loss?

If so, by how much?

---

(If applicable, Customer agrees by its signature to provide this information within twenty-five (25) days after the month in which the transportation service occurred)

Customer will be required to meet the creditworthiness provisions of Transporter prior to commencement of service.

Customer, by its signature, certifies to Pipeline (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Pipelines have been or will be secured prior to the commencement of the requested transportation service, (2) that Customer will have title, or the right to acquire title, to the gas that is to be delivered to Pipeline and (3) Customer will be in compliance with the title provisions of Pipeline's F.E.R.C. Gas Tariff.

By:  
Its:  
Date:

\*This information is not required at the time of the request but is required at the time Customer executes the Gas Transportation Contract.

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Contract No. \_\_\_\_\_

FORM OF RELEASED TRANSPORTATION SERVICE CONTRACT

(Applicable to firm transportation rights released pursuant to Section 4 of the General Terms and Conditions of this Tariff)

THIS CONTRACT is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ by and between Enbridge Pipelines (Midla) L.L.C., a \_\_\_ Limited Liability Company, hereinafter called "Pipeline" or "Midla" and \_\_\_\_\_, hereinafter variously called "Bidder" or "Replacement Shipper." Pipeline and Bidder/Replacement Shipper are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Pipeline owns and operates an interstate Gas transmission system and provides transportation service on such system;

WHEREAS, Pipeline's Tariff on file with the Federal Energy Regulatory Commission permits shippers holding capacity rights under an Eligible Firm Transportation Agreement, as defined in Section 4.1 of Midla's FERC Gas Tariff, to release some or all of their transportation rights under the terms and conditions prescribed in the Tariff;

WHEREAS, Bidder desires to submit bids for transportation rights released by one or more firm shippers and Pipeline's Tariff requires Bidder to enter into this Released Transportation Service Contract as a pre-condition to the submission of any such Bids; and

WHEREAS, Pipeline is willing to enter into this Contract with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties hereto agree as follows:

ARTICLE I  
RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder, Pipeline shall prepare and submit to Bidder an Exhibit "R-1" setting forth the maximum daily quantity of the released transportation service, applicable Receipt and Delivery Points, the rates to be paid for service using released rights, and any special terms and conditions applicable to such released transportation rights, including conditions of curtailment or recall. In the event Pipeline agrees from time to time to collect a rate lower than the maximum rate set forth in the Tariff for the released transportation rights, such a

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discounted rate shall be set forth in Exhibit A attached hereto. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Pipeline's Tariff, an additional exhibit (designated sequentially as Exhibit "R-2", Exhibit "R-3", etc.) shall be added to this Contract for each such award of transportation rights. Each such Exhibit shall be added to this Contract and, upon such addition, shall be incorporated in and be considered a part of this Contract.

ARTICLE II  
GOVERNING TERMS AND CONDITIONS

2.1 This Contract shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Pipeline's Tariff, including, without limitation, Section 4 of the General Terms and Conditions thereof, the Rate Schedules FTS and FTS-OSF and the special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations of this Contract and Pipeline's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of Rate Schedules FTS or FTS-OSF, as applicable, and the applicable provisions of Pipeline's Tariff and shall be subject to all obligations thereof.

2.2 Pipeline expressly reserves all rights granted to it by Rate Schedules FTS, as applicable, and the applicable provisions of its Tariff on file at the FERC and reserves the right to place into effect unilaterally such changes as Pipeline deems necessary or desirable from time to time in the rates, charges, terms, and conditions applicable to service under the Tariff and Rate Schedules FTS.

ARTICLE III  
TERM

This Contract shall become effective on the date first written above and shall remain in force and effect until \_\_\_\_\_.

ARTICLE IV  
NOTICES

Notices given under this Contract shall be given in accordance with Section 19 of the General Terms and Conditions of Pipeline's Tariff. If notice is given in writing it should be mailed or, if sent by facsimile, as follows:

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If to Pipeline:

Enbridge Pipelines (Midla) L.L.C.  
1100 Louisiana, Suite 3300  
Houston, Texas 77002  
Attention: Chairman  
Phone: (832) 214-5740  
Facsimile: (713) 821-3313

If to Replacement Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE V  
SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Replacement Shipper or Midla shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract; provided, however, that Midla reserves the right to evaluate and approve the creditworthiness of the new entity in accordance with Section 26 of the General Terms and Conditions of Midla's FERC Gas Tariff. No assignment or transfer by Replacement Shipper of any of its rights hereunder shall be made unless there first shall have been obtained the written consent thereto of Midla. Parties may pledge or assign their respective right, title and interest in and to and under this Contract to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of such trustee or trustees becoming in any respect obligated to perform the obligations of the assignor under this Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any State in which performance of this Contract may occur. No permitted assignment shall relieve the Replacement Shipper from any of its obligations under this Contract.

ARTICLE VI  
GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Contract shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

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ARTICLE VII

REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the scheduling instructions, communications or nominations ("Communications"), from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the Communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any Communications from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with Communications received by Transporter from the Releasing Shipper or its agents or with the terms of Transporter's Tariff. Additionally, Replacement Shipper further grants to Transporter its permission and approval to notify the Releasing Shipper (even when such Releasing Shipper is an Energy Affiliate of the Transporter) of certain credit-related information under Section 26 of these General Terms and Conditions.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 No waiver by any Party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

8.2 No liability for any act or omission of Transporter shall be incurred by, or asserted against, any owners, subsidiaries or affiliates thereof. Any recourse for any liability of Transporter shall be against Transporter only.

8.3 The headings of the Articles of this Contract are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

8.4 As to all matters of construction and interpretation, this Contract shall be interpreted by the laws of the State of Texas, without regard to its conflict of laws or provisions.

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8.5 This Contract, including all provisions expressly incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Contract shall be binding upon the Parties only if agreed upon by both parties hereto in a written instrument or by an electronic form which expressly refers to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Day and Year first set forth above.

ENBRIDGE PIPELINES (MIDLA) L.L.C. NAME OF REPLACEMENT SHIPPER

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

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EXHIBIT A

DATED \_\_\_\_\_  
BETWEEN  
ENBRIDGE PIPELINES (MIDLA) L.L.C.  
AND  
\_\_\_\_\_

Contract No. \_\_\_\_\_

Discount Information  
Dated: \_\_\_\_\_

Discounted Transportation Rate: \_\_\_\_\_

Discounted Rate Effective: From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_ Life of the Reserves  
\_\_\_\_ Evergreen: \_\_\_\_ Year-to-Year  
\_\_\_\_ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

\_\_\_\_ Discounted Transportation Rate applicable to specified quantities under Customer's Service Contract(s):

[\_\_\_\_\_ Dth]

or

[All quantities produced from oil and Gas leases identified below, located in the Gulf of Mexico, offshore Louisiana, that are currently dedicated to Midla pursuant to \_\_\_\_\_, Contract No. \_\_\_\_\_, by and between \_\_\_\_\_

\_\_\_\_\_ [Field or Block]

\_\_\_\_ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to \_\_\_\_\_ Dth above/below \_\_\_\_\_ Dth

or

Discounted Transportation Rate applicable to all quantities above \_\_\_\_\_ Dth

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\_\_\_\_\_ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: \_\_\_\_\_ (based on \_\_\_\_\_ Dth actually transported)

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the Year:

\_\_\_\_\_ Dth for the following time period(s):

\_\_\_\_\_ Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_  
Other geographical locations: \_\_\_\_\_

\_\_\_\_\_ [Discounted Transportation Rate applicable to production reserves committed or dedicated by Customer:]

or

\_\_\_\_\_ [Discounted Transportation Rate applicable to production reserves committed or dedicated to Midla pursuant to \_\_\_\_\_, Contract No. \_\_\_\_\_, by and between \_\_\_\_\_:]

Production Reserves: \_\_\_\_\_ Field

\_\_\_\_\_ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): \_\_\_\_\_

\_\_\_\_\_ Differential between Index Prices

or

\_\_\_\_\_ Formula: \_\_\_\_\_

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In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Pipeline: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A, Dated: \_\_\_\_\_

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EXHIBIT R-\_\_\_\_  
TO  
RELEASED TRANSPORTATION CONTRACT  
DATED \_\_\_\_\_  
BETWEEN  
ENBRIDGE PIPELINES (MIDLA) L.L.C.  
AND  
\_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

RELEASING NUMBER: \_\_\_\_\_

Releasing Shipper: \_\_\_\_\_

Releasing Contract: \_\_\_\_\_

Releasing MDQ: \_\_\_\_\_

Term of Release: \_\_\_\_\_

Applicable Rate: \_\_\_\_\_

Recall Conditions: \_\_\_\_\_

Refund Information: \_\_\_\_\_

Other Conditions: \_\_\_\_\_

Approved by: \_\_\_\_\_

By: \_\_\_\_\_

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

