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Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03- 39-000

Original Sheet No. 0 Enbridge Pipelines (Midla) L.L.C.: Third Revised Volume No. 2
Original Sheet No. 0 : Effective

FERC GAS TARIFF

THIRD REVISED VOLUME NO. 2
OF
ENBRIDGE PIPELINES (MIDLA) L.L.C.

(Superseding SECOND REVISED VOLUME NO. 2)

Filed With
Federal Energy Regulatory Commission

Communications Concerning This Tariff Should Be Addressed To:

Donald R. Whittington
Enbridge Pipelines (Midla) L.L.C.
1100 Louisiana, Suite 3300
Houston, Texas 77002

Telephone : (713)650-8900
Facsimile : (713)653-6710

Effective Date: 10/11/2002 Status: Effective

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Original Sheet No. 1 Original Sheet No. 1 : Effective

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Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Sheet Nos. 2 - 17 Sheet Nos. 2 - 17 : Effective

RATE SCHEDULE X-1

Transcontinental Gas Pipe Line Corporation

CANCELLATION OF TARIFF

Notice is hereby given that effective April 16, 1977 the Agreement with Transcontinental Gas Pipe Line Corporation dated September 25, 1970 relating to the Transportation and Exchange of Natural Gas under Rate Schedule X-1 constituting Original Sheet Nos. 2 through 17, First Revised Volume No. 2, FPC Gas Tariff of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company) is to be canceled pursuant to action of the parties as approved at Docket No. CP77-63.

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Sheet Nos. 18 - 26 Sheet Nos. 18 - 26 : Effective

CANCELLATION OF TARIFF

Notice is hereby given that effective the 1st day of December, 1972, the contract with Humble Oil & Refining Company dated August 14, 1962, as amended March 2, 1970, and April 30, 1970, and relating to transportation service under Rate Schedule X-2, Original Sheets No. 18 through No. 26, First Revised Volume No. 2 to Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana Gas Company) FPC Gas Tariff is to be terminated and canceled by action of the parties.

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 27 Original Sheet No. 27 : Effective

RATE SCHEDULE X-3

United Gas Pipe Line Company

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company, which was formerly Humble Gas Transmission Company) and United Gas Pipe Line Company

Date of Agreement: March 26, 1968, as amended
June 12, 1969,
December 4, 1970,
August 12, 1971,
November 27, 1972, and
February 13, 1975.

(Rate Schedule X-3 is a composite of the original agreement and the amendments inserted where appropriate.)

Description of Service: Exchange of Natural Gas

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 28 Original Sheet No. 28 : Effective

RATE SCHEDULE X-3

EXCHANGE OF NATURAL GAS

UNITED GAS PIPE LINE COMPANY

March 26, 1968

United Gas Pipe Line Company
Post Office Box 1407
Shreveport, Louisiana

Gentlemen:

Our prior discussions have indicated that it would be mutually beneficial to United Gas Pipe Line Company (United) and Humble Gas Transmission Company (Humble Gas) if natural gas pipelines of the respective companies, at certain points of intersection in the State of Louisiana, were interconnected in such a way that natural gas could be exchanged as between United and Humble Gas, through mutual dispatching arrangements, under the terms and conditions hereinafter provided.

Deliveries of natural gas by either United or Humble Gas to the other can be effected by the metering and interconnecting facilities installed or to be installed at the following delivery points:

- A. At the existing point of interconnection in the vicinity of Winnsboro, Franklin Parish, Louisiana, where United's Rayville-Winnsboro pipeline intersects Humble Gas' Fowler-Baton Rouge pipeline.
- B. At the proposed point of interconnection in the vicinity of Baton Rouge, East Baton Rouge Parish, Louisiana (United's Scotland Compressor Station Site).

While neither United nor Humble Gas desire to make regular exchange deliveries of natural gas to the other at either of the points specified herein, each foresees that it may be able, under certain

RATE SCHEDULE X-3
(Continued)

circumstances, to make available to the other at such delivery points quantities of natural gas which will assist the other in its system operations.

- C. At the existing point of interconnection near Fowler where United's 12-inch line interconnects with Humble Gas' 22-inch line in Section 2, Township 19 North, Range 4 East, Ouachita Parish, Louisiana., or such other interconnections between the gathering systems of the two parties in the Monroe, Louisiana, field as may be mutually agreed upon.

It is further agreed that United and Humble Gas will make exchange deliveries of natural gas between the newly designated Fowler exchange point and the existing East Baton Rouge Parish exchange point at such times as either company needs additional gas and the other has gas available, in its sole judgment, up to 40,000 MCF per day. To the extent that gas produced from the Monroe, Louisiana, field is exchanged by the two parties, deliveries of such Monroe field gas shall be at 107.5% of volumes received in exchange therefor if other than Monroe field gas to compensate for heating value difference. Each party will at the request of the other make simultaneous deliveries at least equal to the volumes being received.

- 1. In addition to the exchange points identified as Items A, B and C in the Exchange Agreement, the following are designated as exchange points:
 - D. The three existing points of interconnection between the facilities of United and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) in the vicinity of Baton Rouge, East Baton Rouge Parish, Louisiana, at which United presently delivers gas to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) for resale to distribution systems serving (1) Inniswold Plantation (2) Oak Hills Place Subdivision, and (3) Siegen Lane Area.
 - E. A proposed point of interconnection between

RATE SCHEDULE X-3
(Continued)

the facilities of United and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) to be located on the north side of Louisiana State Highway No. 426 (Hammond Highway) at the point where United's Baton Rouge to New Orleans line crosses said highway in East Baton Rouge Parish, Louisiana, at which point Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will deliver gas to the distribution system serving Baton Rouge.

1. (a) In addition to the exchange points identified as Items A, B, C, D, and E in the Exchange Agreement, as amended, the following is designated as an exchange point:

F. The proposed point of interconnection between the facilities of United and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Hester Storage Field in Section 6, Township 11 South, Range 5 East, St. James Parish, Louisiana.

1. (b) In addition to the exchange points identified as Items A through F in the Exchange Agreement, as amended, the following is designated as an additional point of exchange:

G. A proposed point of interconnection between the facilities of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and United to be located at the point where Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana)'s College Point field gathering line crosses United's New Orleans - Baton Rouge line in St. James Parish, Louisiana, provided, however, that neither party shall be required to deliver or receive in excess of 5,000 Mcf on any one day at said point.

1. (c) In addition to the exchange points identified as Items A through G in the Exchange Agreement, as amended, the following are designated as additional points of exchange:

H. At a mutually agreeable point or points on the existing field line of United in the Palmetto Bayou Field Area, Terrebonne Parish, Louisiana.

RATE SCHEDULE X-3
(Continued)

- I. At a mutually agreeable point or points on the existing line of United in the Biscuit Bayou Field Area, Terrebonne Parish, Louisiana.
 - J. At a mutually agreeable point or points on the existing field line of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) in the Holly Ridge Field Area, Tensas Parish, Louisiana.
 - K. At the outlet of the existing Cameron Meadows Plant of Mobil Oil Corporation in Cameron Parish, Louisiana.
2. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall install, maintain and operate the necessary metering, regulating and connecting pipeline facilities at the Hammond Highway delivery point (Item E above), and United shall install a tap on its pipeline.
2. (a) Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall install, maintain, and operate the necessary metering, regulating, and connecting pipeline facilities at the College Point exchange location (Item G above), and United shall install a tap on its pipeline.
2. (b) The metering, regulating and connecting facilities required at the exchange points in the Palmetto Bayou Field Area (Item H) and in the Biscuit Bayou Field Area (Item I) shall be installed, maintained and operated by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana), or others on its behalf.

The metering, regulating and connecting facilities required at the exchange point or points in the Holly Ridge Field Area (Item J) shall be installed, maintained and operated by United.

The metering and regulating at the Cameron Meadows Plant exchange point (Item K) shall be done by United through its existing facilities.

Effective Date: 10/11/2002 Status: Effective
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RATE SCHEDULE X-3

(Continued)

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall receive at the Holly Ridge Field. Area exchange point or points such volumes of gas as United may be able to deliver against the working pressures in Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana)'s line, and United shall receive at the Palmetto Bayou Field Area and the Biscuit Bayou Field Area exchange points such volumes of gas as Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) may be able to deliver against the working pressures in United's lines; provided, that neither party shall be obligated to accept at these points volumes which total more than 12,000 Mcf a day

United shall receive at the Cameron Meadows Plant exchange point only such volumes as are mutually agreeable to the parties.

Any imbalances between volumes delivered for exchange at the points specified in this amendment shall be eliminated by deliveries at any other mutually agreeable point or points designated in the Exchange Agreement in accordance with the general provisions of numbered paragraph 4 of the amendment dated November 27, 1972 to the Exchange Agreement.

3. At such time as the required governmental authorizations are obtained and the needed facilities installed, United shall, subject to the condition hereinafter set out, deliver to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) all natural gas necessary to meet Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) requirements for resale to the distribution systems served by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) through the four new delivery points described above; provided, however, that United's Maximum Daily Delivery Obligation through each of said delivery points shall not exceed the following:

- | | | |
|----|-----------------------------|------------|
| a. | Inniswold Plantation | 1,000 Mcf |
| b. | Oak Hills Place Subdivision | 2,500 Mcf |
| c. | Siegen Lane Area | 2,000 Mcf |
| d. | Hammond Highway | 12,000 Mcf |

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 33 Original Sheet No. 33 : Effective

RATE SCHEDULE X-3
(Continued)

In no event shall United be required to deliver to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) in the Baton Rouge Area (Whether transported, exchanged, or both) a total volume in excess of 40,000 Mcf per day, unless in United' s sole judgment such amount of gas and capacity, in excess of 40,000 Mcf per day, is available in United's facilities.

4. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and United shall each redeliver to the other through any mutually agreeable point or points designated in the Exchange Agreement, in as nearly simultaneous deliveries as possible, the volumes of gas received from the other; provided that either party may deliver to the other, on a mutually agreeable basis, in anticipation of future redeliveries.
5. At such time as the needed governmental authorizations are obtained and gas deliveries are begun at each of the four delivery points described above, deliveries of gas shall no longer be required under the Gas Sales Agreement dated June 3, 1965,

RATE SCHEDULE X-3
(Continued)

between United Gas Pipe Line Company as Seller, and Humble Gas Transmission Company, now Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) Gas Company, as Buyer.

Accordingly, it is agreed as follows:

1. United shall install, maintain, own and operate the necessary measuring and other connecting pipeline and throttling facilities at the proposed interconnection to be installed in East Baton Rouge Parish and at the existing point of interconnection in Franklin Parish, Louisiana.
2. Each party shall install, own, maintain and operate the necessary pipeline, tap and valve that will be used to connect its pipelines to the aforesaid facilities.
3. When either United or Humble Gas is confronted with a situation on its system which can be alleviated by deliveries of natural gas from the system of the other, the other will, upon request, make such deliveries at either of the delivery points listed above as, in its sole judgement, it can make without impairment of its service obligations to others and without undue inconvenience to its own system operations subject to the condition set out in the following sentence. It is specifically agreed, however, that United may at any time request and receive deliveries at the delivery point in Franklin Parish, Louisiana, up to a total of 2,000 Mcf per day, and when such deliveries are being made by Humble Gas, United will at the request of Humble Gas make simultaneous deliveries to Humble Gas at the delivery point in East Baton Rouge Parish, Louisiana, at least equal to the deliveries being made by Humble Gas to United at the Franklin Parish delivery point.
4. As soon as feasible, but in any event within twelve (12) months following any delivery of gas which results in an imbalance, the party which received such deliveries will tender to the other

RATE SCHEDULE X-3
(Continued)

party a quantity of gas at either of the delivery points herein provided, and the other party will accept the redelivery of such quantity as promptly as its own operating conditions will reasonably permit but in any event in such a way that the excess is balanced with the then applicable 12 months period. Return of the gas by either party obligated to return such gas under this Agreement shall be excused during the existence of any event of force majeure affecting the performance of such obligations.

5. The unit of volume for all purposes of measurement hereunder shall be one cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit and at a base pressure of fifteen and twenty-five thousandths (15.025) pounds per square inch absolute. The gas delivered hereunder shall be measured by orifice meters and the volumes computed and adjustments made for the deviation of the gas from Boyle's Law, all in accordance with the Gas Measurement Committee, Report No. 3, Natural Gas Department, American Gas Association, as reprinted January, 1956, and any and all supplements thereto and modifications thereof now or hereafter made. The atmospheric pressure shall be assumed to be constant at fourteen and seven-tenths (14.7) pounds per square inch. The specific gravity of the natural gas shall be determined at the beginning of gas deliveries hereunder and at least once each calendar quarter thereafter, on a day as near the end of the calendar quarter as is practicable, or as many times during the calendar quarter as each party desires. The result of each test so made near the end of each calendar quarter shall be used for computing the delivery during the succeeding calendar quarter. Any special test which is made shall be applicable beginning on the day next succeeding the day on which the test is run and will continue in effect until the next test is made effective. The temperature of the gas shall be determined by means of a recording thermometer of standard manufacture acceptable to both parties and so installed that it may properly record the

RATE SCHEDULE X-3
(Continued)

temperature of the following gas. the average, taken from the record of the recording thermometer, during the time gas is flowing, shall be deemed to be the gas temperature.

6. Gas delivered hereunder shall be delivered at such pressures as exist in the respective line of the delivering party.
7. Gas delivered hereunder shall be deemed to be in the exclusive possession and control of the delivering party until the same shall have been delivered to the facilities of the other, after which it shall be deemed to be in the exclusive possession and control of the party receiving said delivery of gas. Each party shall be responsible for any injury or damage caused by gas in its possession and control.
8. United warrants title to all gas delivered to Humble Gas hereunder, and Humble Gas warrants title to all gas delivered to United hereunder.
9. The respective obligations for the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction and to the receipt of all necessary authorizations as may be required by such authorities.

If the foregoing is in accord with your understanding of our agreement, please so indicate by signing and returning to us the original and one copy, whereupon this letter will constitute an agreement between Humble Gas and United from the date hereof until canceled by either party on 90 days written notice to the other, after which all obligations of the parties hereunder shall terminate except the obligation of either party to return any excess gas which had been received by such party and not redelivered prior to such termination date.

Yours very truly,

HUMBLE GAS TRANSMISSION COMPANY

By /s/ W. F. Eiting, Jr.

President

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 37 Original Sheet No. 37 : Effective

RATE SCHEDULE X-3
(Continued)

ACCEPTED AND AGREED TO
This 29th day of March, 1968.

UNITED GAS PIPE LINE COMPANY

By /s/ C. C. Barnett

Vice-President

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Sheet Nos. 38 - 51 Sheet Nos. 38 - 51 : Effective

RATE SCHEDULE X-4

Transcontinental Gas Pipe Line Corporation

CANCELLATION OF TARIFF

Notice is hereby given that effective September 1, 1977 the Agreement with Transcontinental Gas Pipe Line Corporation dated June 29, 1972 relating to the Transportation and Storage of Natural Gas under Rate Schedule X-4 constituting Original Sheet Nos. 35 through 51, First Revised Volume No. 2, FPC Gas Tariff of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company) is to be canceled pursuant to action of the parties as approved at Docket No. CP77-267.

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Sheet Nos. 52 - 57 Sheet Nos. 52 - 57 : Effective

RATE SCHEDULE X-5

Transcontinental Gas Pipe Line Corporation

CANCELLATION OF TARIFF

Notice is hereby given that effective September 1, 1977 the Agreement with Transcontinental Gas Pipe Line Corporation dated June 30, 1972 relating to the Exchange of Natural Gas under Rate Schedule X-5 constituting Original Sheet Nos. 52 through 57, First Revised Volume No. 2, FPC Gas Tariff of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company) is to be canceled pursuant to action of the parties as approved at Docket No. CP77-267.

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Sheet Nos. 58 - 65 Sheet Nos. 58 - 65 : Effective

RATE SCHEDULE X-6

Mississippi River Transmission Corporation

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
and
Mississippi River Transmission
Corporation

Date of Agreement: September 22, 1972

Description of Service: Exchange of Natural Gas

Notice is hereby given that effective the 8th day of October, 1996, in accordance with FERC Order in Docket No. CP96-701-000, the contract with Mississippi River Transmission Corporation relating to service under Rate Schedule X-6 is terminated as mutually agreed by the parties thereto.

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company)

BY: Janice E. Johnson-Rogers
Manager, Regulatory Affairs

Dated: October 21, 1996

The following tariff sheets have been superseded

ORIGINAL SHEET NO. 58
ORIGINAL SHEET NO. 59
ORIGINAL SHEET NO. 60
ORIGINAL SHEET NO. 61
ORIGINAL SHEET NO. 62
ORIGINAL SHEET NO. 63
ORIGINAL SHEET NO. 64
ORIGINAL SHEET NO. 65

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 66 Original Sheet No. 66 : Effective

RATE SCHEDULE X-7

Transcontinental Gas Pipe Line Corporation

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
and
Transcontinental Gas Pipe Line
Corporation

Date of Agreement: November 9, 1973

Description of Service: Exchange of Natural Gas

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 67 Original Sheet No. 67 : Effective

RATE SCHEDULE X-7

EXCHANGE OF NATURAL GAS

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

November 9, 1973

Transcontinental Gas Pipe Line Corporation
P.O. Box 1396
Houston, Texas 77001

Gentlemen:

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) has asked for Transco's assistance in taking into its system natural gas available to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) in the Lafourche Crossing Field, Lafourche Parish, Louisiana. You have agreed to provide such assistance on the following terms and conditions:

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will deliver or cause to be delivered to Transco at a mutually agreeable point in the Lafourche Crossing Field, Lafourche Parish, Louisiana up to 1,500 MCF per day. Transco will return substantially contemporaneously therewith, equivalent volumes of gas at any mutually agreeable authorized exchange point between the two companies. The exchange natural gas delivered by either party will be pipeline quality gas and be at the pressure existing in the line of the party making delivery. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) or its representative will be responsible for measurement at the Lafourche Crossing point of delivery.

All gas delivered under terms of this agreement shall be measured at a base pressure of 14.73 pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit, using an orifice meter installed and operated according to A.G.A. Gas Measurement Report No. 3. The volume of gas delivered shall be computed in accordance with provisions of A.G.A. Gas Measurement Committee Report No. 3, as amended from time to time.

In the computation of gas volumes, the average atmospheric pressure shall be assumed to be 14.7 pounds per square inch, and adjustments for the flowing temperature shall be applied for each 24-hour period of gas delivery, such flowing temperature to be obtained from a recording thermometer installed in

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FERC Docket: RP03- 39-000

Original Sheet No. 68 Original Sheet No. 68 : Effective

each meter station. Adjustments shall be made monthly for the specific gravity of gas at the point of delivery or redelivery as such specific gravity is determined, from a gravity balance of standard manufacture or from a suitably located specific gravity recorder, by the party delivering the gas. Adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. Gas Measurement Committee Report No. 3, as amended from time to time.

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Transco shall, upon request by the other party, mail or deliver for checking and calculation all volume and temperature meter charts used in the measurement of natural gas delivered by such party for exchange hereunder, within ten (10) days after the last chart for each month is removed from the meter. Such charts shall be returned to the owner thereof within twenty (20) days after receipt thereof by the requesting party.

On or before the twentieth (20th) day of each calendar month after the deliveries of exchange natural gas are commenced hereunder, the party or parties responsible for measurement or allocation shall render a statement to the other showing the quantity of exchange gas delivered during the last preceding calendar month under this agreement.

Both parties agree that the natural gas to be exchanged hereunder shall be delivered and received at uniform hourly and daily rates of flow as nearly as practical, but it is recognized that due to operating conditions, the quantity of exchange natural gas received by either party on any day hereunder may vary above or below the quantity of gas delivered to the other party. Both parties shall use their best efforts to keep such variances at a minimum. Any excess or deficiency which occurs during any month shall be balanced as nearly as practical during the next calendar month. In the event the quantities of natural gas exchanged are not in balance at the end of the term hereof, then such balance shall be achieved by extending deliveries at the appropriate point of delivery until such balance is achieved.

In the event of either party hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations

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FERC Docket: RP03-39-000

Original Sheet No. 69 Original Sheet No. 69 : Effective

of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch.

Title to the natural gas exchanged shall pass to the party taking delivery thereof at the respective points of delivery and thereafter all responsibility for the exchange natural gas received shall be that of the party taking delivery thereof. Each party hereto warrants title to its natural gas to be exchanged hereunder and shall save the other party harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said natural gas.

This exchange agreement shall be subject to all applicable valid laws, rules, regulations or orders of any legislative body or regulatory agency having jurisdiction.

This agreement shall be for a term of twenty (20) years from date of initial delivery hereunder, and month to month thereafter until canceled by one of the parties.

WITNESS OUR HANDS as of the date first above written.

ENBRIDGE PIPELINES (MIDLA), L.L.C. TRANSCONTINENTAL GAS PIPE LINE
(FORMERLY KNOWN AS MID LOUISIANA CORPORATION
GAS COMPANY)

BY /s/ Carl S. Quinn

Senior Vice President

BY /s/ Roger D. Starwood

Vice President RVL

ATTEST:

ATTEST:

BY /s/ Vernon W. Woods

Secretary

By /s/ Joan Devaney

Assistant Secretary

Effective Date: 10/11/2002 Status: Effective

FERC Docket: RP03-39-000

Original Sheet No. 70 Original Sheet No. 70 : Effective

RATE SCHEDULE X-8

Southern Natural Gas Company

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
and
Southern Natural Gas Company

Date of Agreement: April 18, 1975

Description of Service: Exchange and Transportation
of Natural Gas

Effective Date: 10/11/2002 Status: Effective
FERC Docket: RP03- 39-000

Original Sheet No. 71 Original Sheet No. 71 : Effective

RATE SCHEDULE X-8

EXCHANGE AND TRANSPORTATION OF NATURAL GAS

SOUTHERN NATURAL GAS COMPANY

THIS AGREEMENT dated this 18th day of April, 1975, by and between Southern Natural Gas Company, a corporation of the State of Delaware (herein called "Southern"), and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana Gas Company), a corporation of the State of Delaware (herein called "Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana)");

WHEREAS, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) has contracted to purchase from Mobil Oil Corporation ("Mobil") all of the natural gas reserves controlled by Mobil in Block 140 Main Pass Area, offshore Louisiana (Block 140); and

WHEREAS, under the terms of said purchase agreement, Mobil is to gather and deliver said reserves to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at a point onshore in Plaquemines Parish, Louisiana; and

WHEREAS, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) has assigned to Southern the right to purchase 40% of the reserves to be sold by Mobil from Block 140; and

WHEREAS, the point of delivery by the producers is located approximately one (1) mile from Southern's existing 16-inch line in Plaquemines Parish; and

WHEREAS, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) does not own or operate any existing pipeline facilities in Plaquemines Parish, Louisiana and is desirous of entering into an agreement with Southern whereby (i) Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will transport for Southern the gas purchased by Southern from Mobil; and (ii) Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will exchange with Southern Equivalent Volumes of gas which it purchases from Mobil for gas which Southern has available from the Monroe Field, Louisiana.

NOW, THEREFORE, in consideration of the covenants made and the obligations assumed herein, Southern and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) have and do hereby agree as follows:

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ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- (a) Gas - Natural gas meeting the specifications set out in Exhibit A hereto.
- (b) Day - A period of 24 consecutive hours beginning at 8:00 A.M. local time or any other mutually agreeable time. The date of a day shall be that of its beginning.
- (c) Mcf - 1,000 cubic feet of gas and as described in Exhibit A.
- (d) Month - Shall mean a period beginning on the first day of a calendar month and ending on the first day of the next succeeding calendar month.
- (e) Grand Bay Exchange Point - A mutually agreeable point on Southern's existing 16-inch line onshore in Plaquemines Parish, Louisiana.
- (f) Cargas Exchange Point - The outlet of Ashland Oil, Inc's existing Cargas Compressor Station near Perryville in Ouachita Parish, Louisiana.
- (g) Perryville Exchange Point - The interconnection of facilities of Southern and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) near Southern's compressor station at Perryville in Ouachita Parish, Louisiana.*
- (h) Lake St. John Exchange Point - The gas receipt points of International Paper Company and Southern in the Lake St. John Field, Concordia Parish, Louisiana.
- (i) Plant - That certain gas processing plant which is operated by Shell Oil Company and located on Southern's pipeline system in the vicinity of Toca, Louisiana.

* Revised by amendment dated September 26, 1975

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- (j) Btu - A British thermal unit.
- (k) psig - Pounds per square inch gauge pressure.
- (l) Equivalent Volume - A volume of gas which has been calculated in accordance with Exhibit A and corrected for differences in Btu content and unrestored Plant Volume Reduction (PVR).

ARTICLE II

SCOPE OF THE AGREEMENT

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) has contracted to purchase from Molal the portion of the gas produced from Block 140 attributable, to Mobil's interest in said block. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) has assigned a 40% interest in the Block 140 gas to Southern. This gas will be gathered and delivered by the producer in Plaquemines Parish, Louisiana. Since Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana)'s existing pipeline system does not extend into Plaquemines Parish, Southern hereby agrees to exchange Enbridge Pipelines (Midla), L.L.C.'S (formerly known as Mid Louisiana) 60% share of Mobil's gas from Block 140 for gas which Southern purchases from Ashland Oil, Inc. ("Ashland") in Monroe Field, Louisiana.

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will deliver to the Grand Bay Exchange Point, through a new pipeline which Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall construct at its sole cost and expense, that part of the gas produced from Block 140, which it purchases from Mobil and will transport, without cost of Southern, the 40% of the gas attributable to Mobil's interest in Block 140 gas which Southern purchases.

Southern will accept delivery of Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) gas at the Grand Bay Exchange Point and will have delivered to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) Equivalent Volumes at the Cargas/Perryville Exchange Points.

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall receive at the Cargas/Perryville Exchange Points all the gas Southern purchases from Ashland in the Monroe Field in northeast Louisiana, regardless of the occurrence of an event of force majeure (as specified in Article XII hereof) which interrupts deliveries of gas by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) to Southern at the Grand Bay Exchange Point.

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It is anticipated that the gas purchased from Mobil by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and the gas which Southern purchases from Ashland in the Monroe Field will equate to substantially Equivalent Volumes. However, any imbalances in exchanged volumes shall be eliminated, by the deficient party, by delivering additional gas to the other at the Lake St. John Exchange Point or any other exchange point(s) which shall be mutually agreed on.

ARTICLE III

EXCHANGES

1. Southern agrees to accept at the Grand Bay Exchange Point that part of the gas produced in Block 140, which Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) purchases from Mobil, its successors or assigns.

2. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agrees to accept at the Cargas Exchange Point and the Perryville Exchange Point all of the gas Southern purchases from Ashland in the Monroe Field.

3. Any imbalances in Equivalent Volumes which may occur shall be eliminated by the deficient party delivering the needed additional gas to the other. If Southern is deficient, it may deliver additional gas to Mid Louisiana at the Lake St. John Exchange Point. or it may, when acceptable to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana), deliver gas, in addition to that purchased from Ashland, to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Perryville Exchange Point. If Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) is deficient, it may deliver additional gas to Southern at the Lake St. John Exchange Point and it may, when acceptable to Southern, deliver additional gas to Southern at the Perryville Exchange Point.

4. It is the intent of the parties that the daily and monthly quantities of gas received by Southern from Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) from Southern shall be kept in balance as nearly as operating conditions will permit. If, however, for any reason deliveries are not in exact balance at the end of any month, they shall be brought into exact balance as soon thereafter as operationally feasible.

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ARTICLE IV

TRANSPORTATION FOR SOUTHERN

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will accept for Southern's account at the delivery point specified in the gas purchase contract between Mobil and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) dated April 11, 1975), that part of the gas produced in Block 140, which Southern purchases from Mobil, its successors, or assigns, pursuant to the assignment by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) to Southern dated April 18, 1975. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will redeliver such volumes to Southern at the Grand Bay Exchange Point at no cost to Southern.

ARTICLE V

FACILITIES

1. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall install, pay for, maintain and operate, or cause to be installed, maintained and operated: (i) a connecting pipeline, of not less than six inches in diameter, for the transmission of its and Southern's gas from the point where Mobil makes the Block 140 gas available in Plaquemines Parish, Louisiana to the Grand Bay Exchange Point; and (ii) a meter and appurtenant facilities at the point in Plaquemines Parish where Mobil makes the Block 140 gas available. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be responsible for measurement at this point.

2. Southern shall install, pay for, maintain and operate a tap on its line at the Grand Bay Exchange Point.

3. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall install, pay for, maintain and operate: (i) a connection between the outlet of Ashland's Cargas Compressor Station and its existing lines adjacent thereto; (ii) taps on its lines; and (iii) a meter and appurtenant facilities at the outlet of the station. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be responsible for measurement at the Cargas Exchange Point.

4. Southern and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall install and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall operate the facilities necessary for the

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receipt or delivery and measurement of gas delivered hereunder at the Perryville Exchange Point, and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be responsible for the measurement at that point.*

5. Southern shall continue to operate and maintain its existing receiving facilities in Lake St. John Field. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall assure the operation and maintenance of the receiving facilities of International Paper Company in Lake St. John Field.

ARTICLE VI

DELIVERY PRESSURES

1. Gas shall be delivered at the Grand Bay Exchange Point at pressures adequate for the gas to enter Southern's line; provided, that the pressures in Southern's line at that point shall not exceed 1,200 psig.

2. Gas shall be delivered, at Southern's direction, at the Cargas Exchange Point at the pressure which Ashland has available at this point. Gas shall be delivered by Southern at the Perryville Exchange Point at the pressure which is available in its line.

3. Gas shall be delivered by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Perryville exchange Point at pressures sufficient to enter Southern's transmission line.

4. Gas shall be delivered at the Lake St. John Exchange Point at such pressure as specified in Southern's Gas Purchase Agreement with The California Company dated October 10, 1958.

* Revised by amendment dated September 26, 1975

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ARTICLE VII

STATEMENTS AND PAYMENT

As to gas delivered at each Exchange Point, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern shall deliver to each other statements reflecting the quantities, average Btu content of gas delivered and pressure base on or before the 15th day of each calendar month for the previous calendar month, except the statement shall reflect PVR the second preceding month.

Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern shall have the right, at reasonable hours, to examine the charts, books and records of each other to the extent necessary to verify the accuracy of any statements, charge or computation hereunder. If such examination reveals an inaccuracy, the necessary adjustment shall be promptly made.

ARTICLE VIII

PROCESSING OF BLOCK 140 GAS

1. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agrees that the Block 140 gas shall not be processed for the recovery of liquefiable hydrocarbons prior to its delivery to Southern, other than by conventional field separation or such processing as is required to cause the gas to meet the quality specifications set out in Exhibit A. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) reserves the right to process the gas which it purchases from Mobil at Block 140 for the extraction of substances contained therein other than methane (except such methane necessarily removed in such processing) at the Plant. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) may process the gas which it purchases from Mobil at Block 140 individually, jointly with others, or by assignment of such right to one or more other parties.

Southern agrees that, if a portion of the gas flowing through Southern's pipeline serving the Plant is processed by parties other than Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana), but not in the Plant, such gas, after being processed, will not be redelivered into Southern's line serving the Plant upstream of the Plant.

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All substances extracted from gas in the processing thereof by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be owned solely by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) (its assigns, other plant owners or plant suppliers, if any), and Southern shall not acquire any right, title or interest in any substance so extracted.

2. Facilities - Southern has installed certain facilities to connect with the Plant. If any new or additional facilities are required because of gas delivered under this Agreement, they will be installed by Southern at the cost of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana).

3. Gas Deliveries - Subject to the provisions of Paragraph 6 of this Article VIII, Southern agrees to deliver to the Plant a volume of gas containing the same number of gallons of propane and heavier hydrocarbons as are delivered to Southern by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Grand Bay Exchange Point If gas other than gas delivered hereunder is also being transported through Southern's pipeline serving the Plant, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall have the right to process a quantity of the commingled gas in Southern's pipeline as contains a quantity of propane and heavier hydrocarbons equal to the propane and heavier hydrocarbons contained in the gas delivered at the Grand Bay Exchange Point subject to the qualifications hereinbefore specified.

4. Delivery Conditions - The redelivery of residue gas and the accounting thereof shall be in accordance with the terms and conditions of that certain agreement between Southern and Plant Owners, dated February 3, 1969, for the operation of the Plant.

5. Plant Volume Reduction (PVR) - PVR shall include Plant fuel, shrinkage and other uses or losses of gas in the Plant. The PVR shall not exceed ten percent (10%) of the volume of Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) gas processed in the Plant. Except to the extent Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) restores such PVR in kind at the Plant or at a mutually agreeable point on Southern's pipeline system, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall pay Southern two hundredths cents (.02cts) per Mcf of PVR for each mile from the Grand Bay Exchange Point to the Plant.

6. Southern's Reservation - Southern reserves the right to use Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) proportionate part oil. the total stream of gas upstream of the Plant as is required for the reasonable

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and prudent operation of Southern's facilities and the right to make nominal sales of gas to others for drilling fuel, lease operations, pumping stations and other similar purposes. It is also recognized that some losses of gas volumes and liquefiable hydrocarbons may occur as a result of such sales and in the operation of such facilities. Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) proportionate part of the liquefiable hydrocarbons so used or lost shall be deducted from the quantity of liquefiable hydrocarbons otherwise deliverable to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) for processing hereunder.

7. Responsibility - All Plant operations conducted by or on behalf of Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be at its sole cost, risk and expense, and, as between Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be responsible for the safe handling of the gas while it is in Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) custody (or the custody of another on Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) behalf) for processing.

ARTICLE IX

TERM OF AGREEMENT

This Agreement shall be effective for a primary term beginning on the date of initial deliveries hereunder and continuing for a period of ten (10) years, and it shall continue in effect thereafter for an additional term of five (.5) years at either party's election.

ARTICLE X

RESPONSIBILITY FOR GAS

As between Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern, the party in control and possession of gas shall be responsible for any injuries, claims, liabilities or damages (except consequential damages) caused thereby until the gas shall have been delivered to the other. The point of possession shall be that flange or weld which connects the facilities of the receiving party with the facilities through which the gas is delivered.

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ARTICLE XI

GOVERNMENTAL REGULATIONS

This agreement is subject to all present and future valid orders, rules and regulations of any regulatory body of the federal government or the state or states having jurisdiction.

In this regard, Southern and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agree to proceed with reasonable diligence to cause the filing and prosecution of applications for such governmental or state authorizations as may be respectively required for the construction and operation of any facilities which may be required to be constructed under the provisions hereof and for the exchanges and transportation service to be rendered hereunder.

Each party reserves the right to pursue its applications in such manner as it deems to be in its best interests, including the right to file whatever pleadings and motions it deems desirable. Neither party shall be obligated to accept any authorization which contains, in the opinion of the party receiving such authorization, unacceptable terms and conditions.

ARTICLE XII

FORCE MAJEURE

1. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for maintenance of or making repairs or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of wells, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due

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diligence such party is unable to prevent or overcome; such term shall likewise include the inability of either party to acquire, or delays on the part of such party in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights of way grants, permits, permissions, licenses (which terms shall not, however, include certificates issued by the Federal Power Commission), materials or supplies which are required to enable such party to fulfill its obligations hereunder.

2. In the event a party hereto, without fault or negligence on its part, being rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than to make payments due hereunder, it is agreed that, on such party giving notice and full particulars of such event of force majeure in writing or by telephone (followed by written confirmation) or by telegraph to the other party as soon as possible 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 any inability so caused but for no longer period; and such cause shall as far as possible be remedied with all reasonable dispatch.

ARTICLE XIII

CONSTRUCTION OF FACILITIES AND
COMMENCEMENT OF EXCHANGES

Upon the issuance and acceptance of all requisite governmental authorizations, each party will promptly perform such construction and installation of facilities so as to have all necessary facilities available to exchange or transport gas not later than one hundred twenty (120) days from the date the last of such certificates is accepted.

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(Continued)

ARTICLE XIV

ASSIGNABILITY

This Agreement shall be assignable by either party hereto and all the terms, covenants, stipulations and provisions of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no such assignment by any party shall be binding upon the other party until that party shall have been furnished an authenticated copy thereof.

ARTICLE XV

MISCELLANEOUS

1. The provisions of Exhibit A constitute parts of this Agreement except that Southern and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agree that the provisions of Paragraph (1) (b), (c), (d), and (f) of Section 1 of Exhibit A shall not apply to gas delivered at the Cargas and/or Perryville Exchange Points.

2. No waiver by Southern or Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) of any default of the other under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

3. All notices hereunder, except those specifically provided for under other provisions hereof, shall be deemed duly given if in writing and sent by postpaid registered or certified mail addressed to the respective parties at the addresses stated below or such other addresses as they shall respectively hereafter designate in writing from time to time:

Southern: Southern Natural Gas Company
Post Office Box 2563
Birmingham, Alabama 35202

Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana):
Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
1100 Louisiana, Suite 3300
Houston, Texas 77002

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4. This Agreement shall be interpreted subject to the laws of the State of Louisiana and any disputes hereunder shall be settled by the decision of and pursuant to the rules of the American Arbitration Association.

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

IN WITNESS HEREOF, this Agreement is executed as of the date first above written.

ATTEST: SOUTHERN NATURAL GAS COMPANY

/s/ Walter M. Starke By /s/ Wm. E. Matthews, IV

ATTEST: ENBRIDGE PIPELINES (MIDLA), L.L.C.
(FORMERLY KNOWN AS MID LOUISIANA GAS COMPANY)

/s/ Vernon W. Woods By /s/ Wm. C. Marris

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EXHIBIT A

SECTION 1 - QUALITY OF GAS

(1) Parties agree that the gas delivered will be merchantable gas and will upon delivery;

(a) be commercially free of objectionable substances, including dust, solids, liquids, gums and gum forming constituents;

(b) not contain more than 200 grains of total sulphur or 10 grains of hydrogen sulphide, or 0.30 gallons of iso-pentane and heavier hydrocarbons, per Mcf;

(c) not contain more than 3% by volume of carbon dioxide or of oxygen;

(d) not contain more than 7 pounds of water per 1,000 Mcf;

(e) have a temperature of not more than 120oF.;

(f) have a gross heating value of not less than 950 Btu per cubic foot, measured at an absolute pressure of 14.73 pounds per square inch at 60oF. and saturated with water vapor.

(2) The sulphur content and hydrogen sulphide content shall be determined by approved standard methods generally in use in the natural gas industry.

The hydrocarbon content shall be determined by the method prescribed by the Natural Gasoline Processors Association of America in NGPA Publication 2261-72 or ASTM Publication D 1945-64 (1968), or any revisions thereof, or by such other method as shall be mutually agreed upon.

The Btu content shall be determined by joint tests made by taking samples of the gas and determining the Btu content by means of a method or methods agreed upon. If a recording

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calorimeter is installed, the monthly average of the daily readings obtained shall be used. Btu values shall be corrected to 14.73 pounds per square inch absolute at sixty (60) degrees Fahrenheit saturated with water vapor.

The water content shall be determined at such intervals as shall be found necessary in practice, by the use of dew point apparatus approved by the Bureau of Mines and utilizing curves for "Water Vapor Content of Compressed Natural Gas" comprising Figure 41 to Bureau of Mines, U. S. Department of the Interior, Monograph 8 "Gas Hydrates and Their Relation to the Operation of Natural Gas Pipe Lines", or by such other curve or method as shall be mutually agreed upon.

SECTION 2 - METERS AND MEASUREMENT

(1) Measuring Equipment and Tests. The responsible party shall provide an orifice meter or meters of standard type, constructed and installed in accordance with the specifications contained in Report No. 3 of the Gas Measurement Committee of the American Gas Association, published April, 1955, as such report has been or may from time to time be revised (hereinafter called "Report No. 3"), suitable for the measurement of gas in accordance with Report No. 3, or any other method that may be mutually agreeable. The responsible party shall install such other instruments and equipment as are necessary to provide information for the measurement of gas.

The responsible party shall read the meters and change the charts weekly or at such other intervals as may be mutually agreed upon. Upon request by any party, the responsible party will submit, for checking and calculation, the records and charts from metering equipment, together with calculations therefrom. Such records, charts and calculations shall be returned within 15 days after receipt thereof, after which the same shall be kept on file for the use by any party for a period of one year.

Any party may, at its option and expense, install and operate meters, instruments and equipment of standard type to check the responsible party's meters and equipment, but

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the measurement of gas, for the purposes hereof, shall be by the responsible party's meters only, except as hereinafter specifically provided to the contrary.

At least once each 35 days, on a date as near the first of each month as practicable, the responsible party shall calibrate its meters and recording instruments and any other party, if it has installed check meters or other recording instruments, shall at the same time calibrate its meters and instruments. Each party shall give notice to the other of the time of all tests of metering equipment so that the other party may conveniently (but at its own expense) have its representative present.

The meters, instruments and equipment installed by any party shall be subject to inspection by the other at all reasonable times, and any party may request that a test be made of the other's meters or instruments. If the percentage of inaccuracy of the equipment in question shall be found to be less than 2%, then the cost of such test shall be borne by the party requesting the test.

If upon any test the percentage of inaccuracy of any metering equipment is found to be in excess of 2%, previous readings of such equipment shall be corrected for any period which is definitely known or agreed upon, but in case such period is not so known or agreed upon, such correction shall be made for a period covering the last half of the period since the last test, but in no event for a period exceeding 15 days.

Any error resulting from the calculation of chart records shall be corrected promptly upon detection if any party notifies the other of such error within six months following the expiration of the month in which such error was made.

If for any reason meters are out of service or out of repair so that the amount of gas delivered cannot be ascertained or computed from the readings thereof, the amount of gas delivered during such period shall be estimated and agreed upon by the use of the first of the following methods which is feasible: (a) by using the registration of any check measuring equipment if installed and accurately registering, (b) by correcting the error if the percentage of error is ascertainable

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by calibration, test or mathematical calculation, or (c) by estimating the quantity delivered by reference to actual deliveries during preceding periods under similar conditions when the equipment in question was registering accurately.

(2) Unit of Volume and Basis of Measurement. The unit of volume for all purposes of this agreement shall be 1,000 cubic feet of gas. A "cubic foot of gas" shall be the amount necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 15.025 pounds per square inch. The atmospheric pressure at the point of delivery or redelivery shall be assumed to be 14.7 pounds per square inch absolute.

Volumes shall be computed in accordance with the instructions contained in Report No. 3, using the specific gravity method prescribed by paragraph (72) for the determination of supercompressibility. In the event the viscosity specific gravity or temperature of the gas are not within the variations provided in paragraph (62) of Report No. 3, the applicable factor F, shall be calculated by such method as may be mutually agreed upon.

Volumes shall be corrected for temperature and specific gravity as provided below.

The flowing temperature of the gas shall be determined by means of a recording thermometer of standard manufacture and the arithmetic average of the chart record during the periods of time during which gas was flowing shall be the temperature at which such gas was delivered for the period of such chart record. Volumes shall be corrected for each degree of variation in the average temperature from sixty (60) degrees Fahrenheit.

The specific gravity of the gas shall be determined by a recording gravitometer of standard manufacture except that if neither party considers it necessary to install a recording gravitometer, spot tests shall be made with an Edwards type gas balance, or by such other method as shall be mutually agreed upon. If a recording gravitometer is used, the arithmetic average of the chart record during the periods of time during which gas was flowing shall be the specific gravity of the gas for the period of such chart record. If the spot test method is used, the specific gravity shall be determined

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at least once each 35 days on a day as near the first of each month as practicable, or as often as may be found necessary in practice, and the results obtained from each such test shall be the specific gravity of the gas delivered during such month and until the next month in which a test is made. Volumes shall be corrected for each 0.001 variation from 1.000.

In determining the volume of gas delivered during any period, the orifice chart integrator, electroscanner or inspection method shall be used in reading the meter charts.

SECTION 3 - WARRANTY OF TITLE AND INDEMNIFICATION

Each party warrants the title to all gas delivered by it hereunder. Each party further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any and all claims of ever nature whatsoever in, to or in respect of gas delivered by it hereunder; and each party hereby agrees to defend at its cost, and when notified by the other party to indemnify such other party against, all suits, judgments, claims, demands, causes of action, costs, losses and expenses arising out of or in any way connected with any claims to the gas delivered hereunder.

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United Gas Pipe Line Company

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
and
United Gas Pipe Line Company

Date of Agreement: February 3, 1977

Description of Service: Transportation of Natural Gas

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RATE SCHEDULE X-9

TRANSPORTATION OF NATURAL GAS

UNITED GAS PIPE LINE COMPANY

THIS TRANSPORTATION AGREEMENT, dated the 3rd day of February, 1977, by and between UNITED GAS PIPE LINE COMPANY, a Delaware corporation (United), and ENBRIDGE PIPELINES (MIDLA), L.L.C. (FORMERLY KNOWN AS MID LOUISIANA GAS COMPANY), a Delaware corporation (Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana));

WHEREAS, United has contracted to purchase from Pennzoil Offshore Gas Operators, Inc. (POGO), and Pennzoil Louisiana and Texas Offshore, Inc. (PLATO), all of the natural gas produced from reserves controlled by POGO and PLATO in Block 140 Main Pass Area, offshore Louisiana (Block 140);

WHEREAS, under the terms of said purchase agreements, the producers are to gather and deliver the gas to United at a point onshore in Plaquemines Parish, Louisiana;

WHEREAS, the point of delivery by the producers is located approximately three (3) miles from an existing 16-inch line of Southern Natural Gas Company (Southern), at or near the outlet side of separation facilities operated by Gulf Oil Corporation (Gulf) located in Section 55, Township 21 South, Range 18 East. Plaquemines Parish, Louisiana;

WHEREAS, pursuant to an agreement by and among Gulf, United, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern (hereinafter referred to as the "Gulf Agreement"), Gulf has agreed to dehydrate, compress and measure the Block 140 gas, together with the associated liquefiable hydrocarbons, and to deliver said gas and associated liquefiable hydrocarbons to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) for United's account at a point of interconnection between the facilities of Gulf and Enbridge Pipelines (Midla), L.L.C.'s (formerly known as Mid Louisiana) proposed 6-inch line (hereinafter referred to as the "Point of Delivery"); and

WHEREAS, United desires that Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) transmit through its proposed 6-inch line, and deliver to Southern for United's account, the Block 140 gas which United has contracted to purchase from POGO and PLATO;

NOW, THEREFORE, for considerations acknowledged to be adequate, Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agrees to transport gas for United as follows:

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(Continued)

ARTICLE I

SCOPE OF THE AGREEMENT

1. United has contracted to purchase that portion of the gas to be produced from Block 140 which is attributable to the current leasehold interests of POGO and PLATO in Block 140 (i.e., 20% of the total), and which is produced from depths dedicated in said contracts. The gas is to be delivered onshore in Plaquemines Parish, Louisiana by the producers where liquids are to be mechanically separated from the common stream and the gas is to be compressed for delivery into transmission pipelines.

2. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and Southern have heretofore contracted to purchase Mobil's 35% interest in the Block 140 gas, and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will construct and operate approximately three miles of 6-inch transmission pipeline to extend between the outlet of a proposed compressor station, to be located upstream from the Delivery Point, and Southern Is existing 16-inch line (the Grand Bay Redelivery Point). Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will transport through this line both its and Southern's portions of the Block 140 gas, and Southern will accept delivery of the commingled stream at the Grand Bay Redelivery Point.

3. United has reached agreement with Southern whereby Southern will receive at the Grand Bay Redelivery Point United's portion of the Block 140 gas, when that gas is transported by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) in its proposed 6-inch pipeline and is delivered to Southern in a commingled stream with other Block 140 gas. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) will have capacity in its 6-inch line to transport the portion of the Block 140 gas which United has contracted to purchase from POGO and PLATO (anticipated not to exceed approximately 7,500 Mcf per day under ordinary operating conditions), and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) is willing and herein agrees to perform this service.

4. Contemporaneously herewith, United has executed with Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) an amendment to the existing Sales Agreement between them, dated September 25, 1970, whereby United has agreed to deliver to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at existing delivery points near Baton Rouge, Louisiana, gas heretofore delivered by United to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the outlet of Mobil Oil Corporation's Cameron Plant in Cameron Parish, Louisiana. Each party acknowledges that

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the consideration for the obligations it assumed in the amendment and in this transportation agreement is the obligations assumed by the other party in the two instruments; and each acknowledges that the considerations are reasonably equivalent.

ARTICLE II

TRANSPORTATION FOR UNITED

1. Subject to the further provision of this agreement, United may deliver, or cause to be delivered, to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Point of Delivery, all of the Block 140 gas which United has contracted to purchase from POGO and PLATO under gas purchase contracts dated, respectively, April 5, 1976, and April 5, 1976, and which Southern is agreeable to accepting. The gas delivered at the Point of Delivery by or for the account of United shall be measured by Gulf, pursuant to the terms and provisions of the Gulf Agreement. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall have no responsibility for measurement of the gas hereunder.

2. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall accept the gas delivered by United and shall transport the gas through its proposed 6-inch line and redeliver it to Southern in a commingled stream with other Block 140 gas. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agrees to operate and maintain its 6-inch line using the care and skill of a prudent operator and agrees not to sell or process any part of the gas being transported or to commingle it with gas other than Block 140 gas, but Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall not otherwise be responsible to United for the gas transported through the line or for any part of United's gas which may be lost during the transportation.

3. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall not be required to meter the gas upon its delivery to Southern.

ARTICLE III

DELIVERY PRESSURES

United shall cause its gas to be delivered to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at pressures adequate to permit the gas to enter Southern's line

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at the Grand Bay Redelivery Point; provided that Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall not be required to accept gas at pressures higher than 1,200 psig.

ARTICLE IV

STATEMENTS OF VOLUMES DELIVERED

United shall deliver, or cause to be delivered, to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) on or before the 15th day of each calendar month a statement showing the volumes and Btu content of the gas delivered to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) hereunder during the preceding calendar month.

ARTICLE V

QUALITY OF GAS

United agrees that the Block 140 gas shall not be processed for the recovery of liquefiable hydrocarbons prior to its delivery to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana), other than by conventional field separation or such processing as is required to cause the gas to meet the following quality specifications.

United agrees that the gas delivered to Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) hereunder will be merchantable gas, that it will meet such quality specifications as Southern may require for Block 140 gas delivered into Southern's facilities, and that it will upon delivery:

- (a) be commercially free of objectionable substances, including dust, solids, liquids, gums and gum-forming constituents;
- (b) not contain more than 200 grains of total sulphur or 10 grains of hydrogen sulphide, or 0.30 gallons of iso-pentane and heavier hydrocarbons, per mcf;

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- (c) not contain more than 3% by volume of carbon dioxide or of oxygen;
- (d) not contain more than 7 pounds of water per 1,000 Mcf;
- (e) have a temperature of not more than 120oF.; and
- (f) have a gross heating value of not less than 950 Btu per cubic foot, measured at an absolute pressure of 14.73 pounds per square inch at sixty (60) degrees Fahrenheit and saturated with water vapor.

The sulphur content and hydrogen sulphide content shall be determined by approved standard methods generally in use in the natural gas industry.

The hydrogen content shall be determined by the method prescribed by the Natural Gasoline Processors Association of America in NGPA Publication 2261-72 or ASTM publication D 194564 (1968) or any revisions thereof, or by such other method as shall be mutually agreed upon.

The Btu content shall be determined by joint tests made by taking samples of the gas and determining the Btu content by means of a method or methods agreed upon. If a recording calorimeter is installed, the monthly average of the daily readings obtained shall be used. Btu values shall be corrected to 14.73 pounds per square inch absolute at 60oF. saturated with water vapor.

The water vapor content shall be determined at such intervals as shall be found necessary in practice, by the use of dew point apparatus approved by the Bureau of Mines and utilizing curves for "Water Vapor Content of Compressed Natural Gas" comprising Figure 41 to Bureau of Mines, U. S. Department of the Interior, Monograph 8 "Gas Hydrates and Their Relation to the Operation of Natural-Gas Pipe Lines," or by such other curve or method as shall be mutually agreed upon.

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(Continued)

ARTICLE VI

UNIT OF VOLUME

The unit of volume for all purposes of this agreement shall be 1,000 cubic feet (Mcf) of gas. A "cubic foot of gas" shall be the amount necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 15.025 pounds per square inch. The atmospheric pressure at the point of delivery or redelivery shall be assumed to be 14.7 pounds per square inch absolute.

ARTICLE VII

RESPONSIBILITY, WARRANTY AND INDEMNIFICATION

1. As between United and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana), United shall be in exclusive control and possession of the gas and associated liquefiable hydrocarbons until such have been received by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Point of Delivery and after such have been redelivered to Southern for the account of United by Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) at the Grand Bay Redelivery Point. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) shall be in exclusive control and possession of such gas and associated liquefiable hydrocarbons while same are in its facilities between the Point of Delivery and the Grand Bay Redelivery Point. The party which shall be in exclusive control and possession of such gas and associated liquefiable hydrocarbons shall be responsible for all injury or damage caused thereby.

2. United warrants for itself, its successors and assigns, that it will have at the time of delivery of gas and associated liquefiable hydrocarbons for transportation hereunder good title or the good right to deliver such gas and associated liquefiable hydrocarbons. Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) warrants for itself, its successors and assigns, that it will at the time of delivery to others of the gas and associated liquefiable hydrocarbons transported hereunder have the good right to deliver such gas and associated liquefiable hydrocarbons to others. United warrants for itself, its successors and assigns, that the gas it warrants hereunder

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shall be free and clear of all liens, encumbrances and claims whatsoever, that it will indemnify Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees or charges thereon which are applicable to such delivery of gas and that it will indemnify Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) and save it harmless from all such delivery and which are by law payable by, and the obligation of, the Party making such delivery.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall be effective for a primary term beginning on the date of initial deliveries hereunder and continuing for a period of ten (10) years, and it shall continue in effect thereafter for an additional term of five (5) years at either party's election.

ARTICLE VIII

GOVERNMENTAL REGULATIONS

1. This Agreement is subject to all present and future valid orders, rules and regulations of any regulatory body of the federal government or the state or states having jurisdiction.

2. In this regard, United and Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) agree to proceed with reasonable diligence to cause the filing and prosecution of applications for such governmental or state authorizations as may be respectively required for the construction and operation of any facilities or performance of any service which may be required under the provisions hereof.

3. Each party reserves the right to pursue its applications in such manner as it deems to be in its best interests, including

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(Continued)

the right to file whatever pleadings and motions it deems desirable. Neither party shall be obligated to accept any authorization which contains, in the opinion of the party receiving such authorization, unacceptable terms and conditions.

ARTICLE IX

FORCE MAJEURE

1. If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under this agreement, and if such party gives notice and reasonably full particulars of such force majeure in writing or by telegraph to the other within a reasonable period of time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, provided such cause shall so far as possible be remedied with all reasonable dispatch.

2. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, (including but not limited to hurricanes or hurricane warnings), crevasses, floods, washouts; arrests and restraints of the government, either federal or state, civil or military, civil disturbances; shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligation or condition of this agreement, rights of way; and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably in the control of the party claiming suspension. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding

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to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

3. Such force majeure affecting the performance hereunder by either Enbridge Pipelines (Midla), L.L.C. (formerly known as Mid Louisiana) or United, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch.

ARTICLE X

MISCELLANEOUS

1. Except as herein otherwise provided, any notice, request, demand or statement provided for in this agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail return receipt requested to the Dost office address of the parties hereto as follows:

Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
1100 Louisiana, Suite 3300
Houston, Texas 77002

United Gas Pipe Line Company
Post Office Box 1478
Houston, Texas 77001

or such other address as either of the parties hereunder shall designate by formal written notice. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail, postage prepaid.

2. No waiver by either party of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

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3. This Agreement shall be assignable by either party hereto and all the terms, covenants, stipulations and provisions of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no such assignment by any party shall be binding upon the other party until that party shall have been furnished an authenticated copy thereof.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

5. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

WITNESSES:

UNITED GAS PIPE LINE COMPANY

/s/ Dana Roberts

By: /s/ Navarro Crowson

Vice President

/s/ W. K. Harkness

ENBRIDGE PIPELINES (MIDLA), L.L.C.
(FORMERLY KNOWN AS MID LOUISIANA GAS COMPANY)

/s/ Mary E. McCaffrey

By: /s/ Vernon W. Woods

Senior Vice President

/s/ Elizabeth M. Power

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FERC Docket: RP03-39-000

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RATE SCHEDULE X-10

Transcontinental Gas Pipe Line Corporation

Parties to Agreement: Enbridge Pipelines (Midla), L.L.C.
(formerly known as Mid Louisiana Gas Company)
and
Transcontinental Gas Pipe
Line Corporation

Date of Agreement: August 31, 1977

Description of Service: Storage and Exchange of
Natural Gas

Notice is hereby given that, in accordance with F.E.R.C. Order in Docket No. CP95-730-000 dated August 23, 1996 (76 FERC 61,213), this Rate Schedule X-10 is cancelled effective September 1, 1996.

