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**Second Revised Sheet No. 0** Centerpoint Energy Gas Transmission Company: Sixth Revised Volume No. 1  
Second Revised Sheet No. 0 : Effective  
Superseding: First Revised Sheet No. 0  
FERC GAS TARIFF

SIXTH REVISED VOLUME NO. 1  
SUPERSEDING FIFTH REVISED VOLUME NO. 1

of

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY  
an indirect subsidiary of CenterPoint Energy, Inc.

Filed With The  
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be sent to:

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**Tenth Revised Sheet No. 1** Tenth Revised Sheet No. 1

Superseding: Ninth Revised Sheet No. 1

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**Sheet Nos. 2 - 11** Sheet Nos. 2 - 11 : Effective

Sheet Nos. 2 through 11  
are reserved for future use.

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

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

PRELIMINARY STATEMENT

This Sixth Revised Volume No. 1 of the FERC Gas Tariff of CenterPoint Energy Gas Transmission Company ("CEGT") contains the Rates and Charges, Rate Schedules, Forms of Service Agreement and the General Terms and Conditions applicable to open access transportation and storage services performed by CEGT pursuant to a certificate issued by the Federal Energy Regulatory Commission in Docket No. CP88-820-000, and the Commission's Regulations found at 18 C.F.R. Part 284.

CEGT is a corporation organized and existing under the laws of the state of Delaware. Its principal office is located at 1111 Louisiana, Houston, Texas 77002-5231. CEGT is an indirect subsidiary of CenterPoint Energy, Inc. CEGT has facilities in place to transport and deliver natural gas to customers and pipeline interconnections located in the states of Arkansas, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, Tennessee, and Texas.

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

Map

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**Sheet Nos. 14 - 16** Sheet Nos. 14 - 16 : Effective

Sheet Nos. 14 through 16  
are reserved for future use.

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Twenty-Sixth Revised Sheet No. 17** Twenty-Sixth Revised Sheet No. 17

Superseding: Twenty-Fifth Revised Sheet No. 17

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS EFFECTIVE MAY 1, 2010  
(\$/Dth)

RATE SCHEDULE	Adjustments					MAXIMUM RATE	MINIMUM RATE	FUEL USE %	LUFG %
	BASE RATE	Sec. 5.7	Sec. 23	Sec. 23.2	Sec. 28.4				
-----	----	----	----	----	----	-----	-----	-----	----
FT, FT-2 - FIRM TRANSPORTATION									
-----									
RESERVATION CHARGE	\$7.4257	(0.0000)	(0.0383)	0.0000	---	\$7.3874	\$0.0000		
COMMODITY	0.0087	----	----	----	0.0007	0.0094	0.0094	1.72%	0.46%
OVERRUN	0.2528	(0.0000)	(0.0013)	0.0000	0.0007	0.2522	0.0094		
RESERVATION CHARGE ADJ	0.2441	(0.0000)	(0.0013)	0.0000	---	0.2428	0.0000		
FT - SMALL CUSTOMER									
-----									
COMMODITY	\$0.3099	(0.0000)	(0.0013)	0.0000	0.0007	\$0.3093	\$0.0094	1.72%	0.46%
OVERRUN	0.3099	(0.0000)	(0.0013)	0.0000	0.0007	0.3093	0.0094		
IT - INTERRUPTIBLE TRANSPORTATION									
-----									
COMMODITY	\$0.2201	(0.0000)	-----	-----	0.0007	\$0.2208	\$0.0094	1.72%	0.46%
OVERRUN	0.2201	(0.0000)	-----	-----	0.0007	0.2208	0.0094		

CAPACITY RELEASE VOLUMETRIC RATE:

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

FUEL RATES:

Except for transactions qualifying for Alternate Fuel Retentions or as provided for otherwise in this Tariff, e.g., Section 27.6, General Terms and Conditions, Transporter shall retain Fuel Use and LUFG equal to the product of the sum of the applicable Fuel Use and LUFG percentages specified above multiplied by the quantity received by Transporter. The Fuel Use and LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Except as provided for otherwise in this Tariff, for transactions qualifying for Alternate Fuel Retentions, the EPC Tracker (Section 28.4) rate shall not be applicable, and Transporter shall retain the applicable Alternate Fuel Retentions equal to the product of the sum of the applicable Fuel Use and LUFG percentages specified below multiplied by the quantity received by Transporter.

ALTERNATE FUEL RETENTIONS:

	Fuel Use	LUFG
Line CP	0.70%	0.10%
Line J Backhaul	0.28%	0.10%
Sligo Lease	0.33%	0.01%

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FERC Docket: RP10-567-000

Twentieth Revised Sheet No. 18 Twentieth Revised Sheet No. 18

Superseding: Nineteenth Revised Sheet No. 18

STATEMENT OF EFFECTIVE RATES AND CHARGES TRANSPORTATION OF GAS EFFECTIVE MAY 1, 2010  
(\$/Dth)

		Adjustments								
		BASE	Sec.	Sec.	Sec.	Sec.	MAXIMUM	MINIMUM	FUEL	
LUGF	RATE SCHEDULE	RATE	5.7	23	23.2	28.4	RATE	RATE	USE %	%
-----	-----	----	----	----	----	----	-----	-----	-----	
NNTS - NO NOTICE TRANSPORTATION										
-----										
RESERVATION FEE		\$8.7560	(0.0000)	(0.0383)	0.0000	----	\$8.7177	\$0.0000		
COMMODITY		0.0184	----	----	----	0.0004	0.0188	0.0188	4.15%	
1.63%										
OVERRUN		\$0.3063	(0.0000)	(0.0013)	0.0000	0.0004	\$0.3054	\$0.0188		
NNTS - SMALL CUSTOMER										
-----										
COMMODITY		\$0.3972	(0.0000)	(0.0013)	0.0000	0.0004	\$0.3963	\$0.0188	4.15%	
1.63%										
OVERRUN		\$0.3972	(0.0000)	(0.0013)	0.0000	0.0004	\$0.3963	\$0.0188		
FSS - FIRM STORAGE SERVICE										
-----										
DELIVERABILITY FEE		\$0.9606	----	----	----	----	\$0.9606	\$0.0000		
CAPACITY FEE		0.0229	----	----	----	----	0.0229	0.0000		
STORAGE FEE		0.0154	----	----	----	----	0.0154	0.0154	1.45%	
0.50%										
OVERRUN		0.5468	----	----	----	----	0.5468	0.0154		
DELIVERABILITY FEE ADJ		0.2562	----	----	----	----	0.2562	0.0000		
ISS - INTERRUPTIBLE STORAGE SERVICE										
-----										
INTERRUPTIBLE STORAGE RATE		\$0.5468	----	----	----	----	\$0.5468	\$0.0154	1.45%	
0.50%										
OVERRUN		0.5468	----	----	----	----	0.5468	0.0154		

CAPACITY RELEASE VOLUMETRIC RATE:

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

FUEL RATES:

Transporter shall retain Fuel Use and LUGF equal to the product of the sum of the applicable Fuel Use and LUGF percentages multiplied by the quantity received by Transporter. The Fuel Use and LUGF rates stated above are

calculated pursuant to Section 27 of the General Terms and Conditions.

*Effective Date: 05/01/2010    Status: Effective*  
*FERC Docket: RP10-567-000*

**Sheet No. 19** Sheet No. 19

Twentieth Revised Sheet No. 19 is reserved for future use.



Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Seventh Revised Sheet No. 20** Seventh Revised Sheet No. 20

Superseding: Sixth Revised Sheet No. 20

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS EFFECTIVE MAY 1, 2010  
(\$/Dth)

		Adjustments								
		BASE	Sec.	Sec.	Sec.	Sec.	MAXIMUM	MINIMUM	FUEL	
LUGF										
RATE SCHEDULE		RATE	5.7	23	23.2	28.4	RATE	RATE	USE %	%
-----		----	----	----	----	----	-----	-----	-----	----
EFT - ENHANCED FIRM TRANSPORTATION										
-----										
RESERVATION CHARGE										
8 to 11 Hour Election										
Reservation Charge		\$22.2751	(0.0000)	(0.0383)	0.0000	0.0000	\$22.2368	\$0.0000		
Commodity		0.0087	(0.0000)	(0.0000)	0.0000	0.0007	0.0094	0.0094	1.72%	
0.46%										
Overrun		0.7410	(0.0000)	(0.0013)	0.0000	0.0007	0.7404	0.0094		
Reservation Charge Adj		0.7323	(0.0000)	(0.0013)	0.0000	0.0000	0.7310	0.0000		
12 to 15 Hour Election										
Reservation Charge		\$14.8504	(0.0000)	(0.0383)	0.0000	0.0000	\$14.8121	\$0.0000		
Commodity		0.0087	(0.0000)	(0.0000)	0.0000	0.0007	0.0094	0.0094	1.72%	
0.46%										
Overrun		0.4969	(0.0000)	(0.0013)	0.0000	0.0007	0.4963	0.0094		
Reservation Charge Adj		0.4882	(0.0000)	(0.0013)	0.0000	0.0000	0.4869	0.0000		
16 and Above Hour Election										
Reservation Charge		\$11.1381	(0.0000)	(0.0383)	0.0000	0.0000	\$11.0998	\$0.0000		
Commodity		0.0087	(0.0000)	(0.0000)	0.0000	0.0007	0.0094	0.0094	1.72%	
0.46%										
Overrun		0.3749	(0.0000)	(0.0013)	0.0000	0.0007	0.3743	0.0094		
Reservation Charge Adj		0.3662	(0.0000)	(0.0013)	0.0000	0.0000	0.3649	0.0000		

CAPACITY RELEASE VOLUMETRIC RATE:

The EFT maximum volumetric bid rate for capacity release is the maximum applicable Reservation Charge Adjustment rate for Rate Schedule EFT based on a Shipper's ACE.

FUEL RATES:

Except for transactions qualifying for Alternate Fuel Retentions or as provided for otherwise in this Tariff, e.g., Section 27.6, General Terms and Conditions, Transporter shall retain Fuel Use and LUFG equal to the product of the sum of the applicable Fuel Use and LUFG percentages specified above multiplied by the quantity received by Transporter. The Fuel Use and LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Except as provided for otherwise in this Tariff, for transactions qualifying for Alternate Fuel Retentions, the EPC Tracker (Section 28.4) rate shall not be applicable, and Transporter shall retain the applicable Alternate Fuel Retentions equal to the product of the sum of the applicable Fuel Use and LUFG percentages specified below multiplied by the quantity received by Transporter.

ALTERNATE FUEL RETENTIONS:

Line CP	Fuel Use 0.70%	LUFG 0.10%
Line J Backhaul	0.28%	0.10%
Sligo Lease	0.33%	0.01%

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*FERC Docket: RP09-89-000*

**Sheet Nos. 21 - 30** Sheet Nos. 21 - 30

Sheet Nos. 21 through 30  
are reserved for future use.

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Sixteenth Revised Sheet No. 31** Sixteenth Revised Sheet No. 31

Superseding: Fifteenth Revised Sheet No. 31

2010 STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS EFFECTIVE MAY 1,  
(\$/Dth)

RATE SCHEDULE %	BASE RATE	Sec. 28.4	Adjustments		MINIMUM RATE	FUEL USE %	LUFG
			MAXIMUM RATE				
----- -----	----	----	-----		-----	-----	
RSS - REVERSE STORAGE							
RESERVATION FEE							
10 DAY	\$2.4602	-----	\$2.4602		\$0.0000		
20 DAY	\$4.3708	-----	\$4.3708		\$0.0000		
COMMODITY 0.46%	\$0.0184	0.0007	\$0.0191		\$0.0191	1.72%	
OVERRUN							
10 DAY	\$0.2644	0.0007	\$0.2651		\$0.0191		
20 DAY	\$0.2369	0.0007	\$0.2376		\$0.0191		

FUEL RATES:

Transporter shall retain Fuel Use and LUFG equal to the product of the sum of the applicable Fuel Use and LUFG percentages multiplied by the quantity withdrawn by Transporter for delivery to Shipper. The Fuel Use and LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Twenty-First Revised Sheet No. 32** Twenty-First Revised Sheet No. 32

Superseding: Twentieth Revised Sheet No. 32

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS (\$/Dth)  
EFFECTIVE May 1, 2010

RATE SCHEDULE PHS - PERRYVILLE HUB® SERVICE

WHEELING -----	MAXIMUM RATE -----	DELHI FUEL USE % -----	WHEELING LUFG % -----	LINE CP LUFG % -----
FIRM	\$0.9277*	0.04%	0.37%	0.10%
Overrun	0.0305	0.04%	0.37%	0.10%
INTERRUPTIBLE	\$0.0305	0.04%	0.37%	0.10%
Overrun	0.0305	0.04%	0.37%	0.10%

\* Monthly rate; Daily rate is \$0.0305.

FUEL RATES:

For those wheeling transactions with receipts at Perryville Hub Receipt Points located on Line CP or within the Perryville Hub Header, Transporter shall retain Line CP LUFG equal to the product of the Line CP LUFG percentage multiplied by the quantity received by Transporter at such points.

For all other wheeling transactions, Transporter shall retain Wheeling LUFG equal to the product of the Wheeling LUFG percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station and physical deliveries at Transporter's Columbia Gulf Perryville Hub Delivery Point or the Perryville Hub Header, Transporter shall retain Delhi Fuel Use equal to the product of the Delhi Fuel Use percentage multiplied by the quantity received by Transporter. The Delhi Fuel Use and Wheeling LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

PARK AND LOAN -----	MAXIMUM RATE -----
ACTIVITY RATE	\$0.2201
INVENTORY RATE	\$0.2201

MINIMUM RATES:

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

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

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

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

	MAXIMUM \$/Dth -----
RATE SCHEDULE SBS - SHORT TERM BALANCING SERVICE	
DAILY ADVANCE RECEIPT RATE	\$0.0239
DAILY ADVANCE DELIVERY RATE	\$0.0239
CARRYOVER ADVANCE RECEIPT RATE	\$0.1042
CARRYOVER ADVANCE DELIVERY RATE	\$0.1042

MINIMUM RATES:

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

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 34 Original Sheet No. 34 : Superseded

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

MISCELLANEOUS CHARGES		\$/Dth	
CYCLING PENALTY CHARGE		\$ 0.25	
UNAUTHORIZED GAS CHARGE		\$ 0.25	
STANDARD OFO (FAILURE TO COMPLY)		200% of Daily Index Price	
EMERGENCY RESPONSE OFO (FAILURE TO COMPLY)		300% of Daily Index Price	
		IF SECTION 20, GT&C NOT INVOKED	IF SECTION 20, GT&C INVOKED
QUANTITIES		\$/DTH	RANGE OF UNAUTHORIZED
EXCESS CONTRACT QUANTITIES RATE	200% of maximum applicable Overshoot Rate	\$35.00	>2% to = 5%
		The greater of \$50.00 or the Gas Cost	>5% to =10%
		The greater of \$75.00 or the Gas Cost	>10%
UNAUTHORIZED SERVICE FEE	200% of maximum applicable NNTS Overshoot Rate, or, if none, the applicable NNTS rate expressed on unit basis using an assumed 100% load factor	\$10.00	
EXCESS SERVICE RATE	200% of maximum applicable Overshoot Rate	\$ 5.00	

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Sheet Nos. 35 - 45** Sheet Nos. 35 - 45 : Effective

Sheet Nos. 35 through 45  
are reserved for future use.



Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-433-000

**Second Revised Sheet No. 46** Second Revised Sheet No. 46 : Effective

Superseding: First Revised Sheet No. 46

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests transportation of Gas on a firm, self-implementing basis from Transporter when:
  - (a) Transporter determines that transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation containing the applicable items listed commencing on Sheet No. 697 of this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity exists to perform the firm transportation service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for firm transportation service in the form provided in this Tariff, which may be via electronic means using the Internet. For written agreements, the requirement of this Section 1(d) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper.
- 1.2 From time to time, Transporter may determine, and post on Transporter's Internet Web Site, that firm capacity is available on Transporter's system during the Summer Period only (April - October) under this Rate Schedule. As reflected in the pertinent Transporter posting, this Summer Period firm capacity may be available during one calendar year or on a recurring (multi-year) basis. Transporter may determine, and post on Transporter's Internet Web Site, that firm capacity is available on Transporter's system under this Rate Schedule for other non-recurring periods that are less than twelve (12) months in duration ("Short-Term Firm Capacity").

Effective Date: 04/01/2004 Status: Effective

FERC Docket: RP96-200-118

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

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service each Day on a firm basis up to the Contract Demand, the Receipt Entitlements, the Maximum Delivery Obligations and/or the Maximum Receipt Obligations, as applicable, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

2.1 Service hereunder shall consist of:

- (a) the transportation of Gas received by Transporter for Shipper's account at Point(s) of Receipt; and
- (b) the tender of Gas by Transporter for delivery to Shipper or for Shipper's account at the Point(s) of Delivery in accordance with a Service Agreement.

2.2 Transportation service rendered under this Rate Schedule is firm except as otherwise provided in this Tariff. Transporter shall have no obligation to receive or deliver quantities that are not properly nominated, confirmed and scheduled in accordance with Section 5 of the General Terms and Conditions.

2.3 A Shipper under Rate Schedule FT (except as otherwise specified in Rate Schedule NNTS) shall designate Primary Delivery Point(s) and MDO's, as well as

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**First Revised Sheet No. 48** First Revised Sheet No. 48

Superseding: Original Sheet No. 48

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

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

3. RATES:

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

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

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**First Revised Sheet No. 49** First Revised Sheet No. 49

Superseding: Original Sheet No. 49

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

3. RATES (continued)

- (e) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

- 3.2 If a Shipper qualifies as a Small Customer and so elects when requesting service, in lieu of the two-part Reservation Charge and Commodity Rate specified above, Shipper shall pay the one-part currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, and in lieu of the Overrun Rate specified above, such Shipper shall pay the currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Failure by a Small Customer Shipper to first fully utilize its daily firm entitlement to service hereunder prior to either tendering Gas for transport under Rate Schedule IT or as a replacement Shipper through released capacity or receiving Gas from another Shipper at the Small Customer Shipper's Delivery Point(s) shall render the Small Customer Shipper ineligible for the one-part rate. For purposes hereof, a Small Customer shall be one which was purchasing Gas under Transporter's superseded Rate Schedule G-2 on May 18, 1992, to the extent its service entitlement hereunder represents a conversion of its former firm bundled sales service entitlement.

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*FERC Docket: RP10-567-000*

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

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

3.     RATES    (continued)

- 3.3    Shipper shall provide and Transporter shall retain Fuel Use and  
LUFG in-kind in the percentages and in the manner

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FERC Docket: RP08-456-000

**Third Revised Sheet No. 51** Third Revised Sheet No. 51  
Superseding: Second Revised Sheet No. 51

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

3. RATES (continued)

described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. For transactions qualifying for Alternate Fuel Retentions, the EPC Tracker rate shall not be applicable, and the Alternate Fuel Retentions, as applicable and described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be retained. Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention, including Alternate Fuel Retentions, shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule FSS.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

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FERC Docket: RP10-567-000

**First Revised Sheet No. 52** First Revised Sheet No. 52

Superseding: Original Sheet No. 52

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

- (a) The product of the Reservation Charge, if applicable, and each Dth of Contract Demand;
- (b) The product of the Commodity Rate or the Small Customer Commodity Rate, as applicable, and the total Dth of Gas delivered during the Service Month up to applicable Contract Limitations;
- (c) The product of the Overrun Rate or the Small Customer Overrun Rate, as applicable, and the total Dth of Overrun Gas, whether authorized or unauthorized, received, transported and/or delivered during the Service Month.

5.2 Adjustments.

- (a) Failure to Deliver Contract Demand: If during one or more Days in the Service Month Transporter is unable to deliver to a Shipper which is paying the maximum rate, including a Reservation Charge, Gas scheduled and received by Transporter for the account of Shipper, up to the Contract Demand, consistent with other Contract Limitations, established for the Service Month, then, for Shippers paying the maximum rate, the total applicable Reservation Charge shall be reduced by subtracting the product of the quantity of such Gas in Dth which Transporter did not deliver and the applicable currently effective Reservation Charge Adjustment Rate. For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be

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FERC Docket: RP08-456-000

**First Revised Sheet No. 53** First Revised Sheet No. 53  
Superseding: Original Sheet No. 53

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

consistent with the discount agreement between Shipper and Transporter.

- (b) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule FT are those quantities that (i) exceed, on any Day, one hundred two percent (102%) of the Contract Limitations (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed 102% of the total quantity which Shipper is authorized to transport); and (ii) are unauthorized Overrun Gas. Excess Contract Quantities under Rate Schedule FT are categorized by percentage of Shipper's Contract Limitations or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and  
greater than 110%.

If a Shipper's total unauthorized Overrun Gas quantities under Rate Schedule FT are less than both 50 Dth and 10% of its Contract Limitations, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess



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**First Revised Sheet No. 54** First Revised Sheet No. 54

Superseding: Original Sheet No. 54

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

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FERC Docket: RP10-383-000

**Second Revised Sheet No. 55** Second Revised Sheet No. 55

Superseding: First Revised Sheet No. 55

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

5.3 Overrun Gas.

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

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*FERC Docket: RP10-567-000*

**First Revised Sheet No. 56** First Revised Sheet No. 56  
Superseding: Original Sheet No. 56

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

5.4 Other Charges.

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

6. Transportation of Gas To and From Storage.

Shipper shall request, in accordance with this Tariff, Pooling Areas in which total supplies for transportation to Storage Points of Injection may be received.

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**First Revised Sheet No. 57** First Revised Sheet No. 57  
Superseding: Original Sheet No. 57

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

6. Transportation of Gas To and From Storage (continued)

When Shipper requests transportation of Gas under this Rate Schedule for injection into storage it shall designate "Storage Points of Injection" and the applicable quantity on its delivery nomination pursuant to Section 5.5 of the General Terms and Conditions of this Tariff and when Shipper requests transportation of Gas withdrawn from storage, it shall designate "Storage Points of Withdrawal" on its receipt nomination pursuant to Section 5.2 of the General Terms and Conditions of this Tariff. Subject to the provisions of Section 5 of the General Terms and Conditions, Shipper shall have the right to utilize Secondary Receipt Points, Additional Individual Receipt Points and/or Pools, as applicable, in connection with deliveries to Storage Points of Injection only, and the right to utilize Secondary Points of Delivery and Pools in connection with receipts from Storage Points of Withdrawal only. Shipper's total receipts of storage Gas must be within its Contract Demand and any MRO's shall each be reduced pro rata (unless Shipper prospectively specifies the required reduction by points) for the Service Month in question, to account for receipts from Storage Points of Withdrawal, and under these circumstances, Storage Points of Withdrawal shall be deemed Primary Receipt Points. Shipper's total deliveries of storage Gas must be within its Contract Demand and the MDO's shall each be reduced pro rata (unless Shipper prospectively specifies the required reduction by points) for the Service Month in question, to account for deliveries to Storage Points of Injection, and under these circumstances, Storage Points of Injection shall be deemed Primary Delivery Points.

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Original Sheet No. 58** Original Sheet No. 58 : Effective

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
(continued)

7. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

*Effective Date: 12/20/2008    Status: Effective*  
*FERC Docket: RP09-89-000*

**Sheet No. 59** Sheet No. 59

Sheet No. 59 is reserved for future use.

*Effective Date: 05/01/2010    Status: Effective*  
*FERC Docket: RP10-567-000*

**First Revised Sheet No. 60** First Revised Sheet No. 60  
Superseding: Original Sheet No. 60

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any Shipper that requests transportation of Gas from Transporter on a firm, self-implementing basis to allow deliveries of Gas during certain periods at levels above a 24-hour ratable level when:
- (a) Transporter determines that transportation service may be rendered pursuant to Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation containing the applicable items listed commencing on Sheet No. 697 of this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Requested physical Delivery Point(s) are equipped with electronic gas measurement compatible with Transporter's system and capable of verifying changes in flow on a real-time basis, unless otherwise agreed;
  - (d) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity exists to perform the enhanced firm transportation service requested; and
  - (e) Shipper and Transporter have executed a Service Agreement for enhanced firm transportation service in the form provided in this Tariff, which may be via electronic means using the Internet. For written agreements, the requirement of this Section 1(e) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-89-000

Original Sheet No. 61 Original Sheet No. 61

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service each Day on a firm basis up to the Contract Demand, the Accelerated Consumption Election, the Receipt Entitlements, the Maximum Delivery Obligations and/or the Maximum Receipt Obligations, as applicable, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

2.1 Service hereunder shall consist of:

- (a) the transportation of Gas received by Transporter for Shipper's account at Point(s) of Receipt; and
- (b) the tender of Gas by Transporter for delivery to Shipper or for Shipper's account at the Point(s) of Delivery in accordance with a Service Agreement.

2.2 Transportation service rendered under this Rate Schedule is firm except as otherwise provided in this Tariff. Transporter shall have no obligation to receive or deliver quantities that either are not properly nominated, confirmed and scheduled in accordance with Section 5 of the General Terms and Conditions or not properly forecasted in accordance with this Rate Schedule.

2.3 Transporter shall not be required to install, operate or maintain any additional equipment or facilities in order to provide service under this Rate Schedule.

2.4 A Shipper under Rate Schedule EFT shall request Primary Delivery Point(s) and MDO's, as well as Receipt Entitlement(s) and appropriate quantities and, if applicable, Primary Receipt Points and MRO's. The sum of Shipper's total Receipt Entitlements shall not exceed Contract Demand, nor shall the sum of Shipper's total Maximum Delivery Obligations or total Maximum Receipt Obligations exceed Contract Demand.



RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.5 A Shipper under Rate Schedule EFT shall request an Accelerated Consumption Election ("ACE") for each of its Primary Delivery Point(s) and MDO(s). If approved, the ACE will be specified in its Service Agreement. Shipper's ACE shall not be less than eight (8) hours, and such hours will be consecutive, unless Transporter otherwise agrees in the Service Agreement. Transporter shall have no obligation to make deliveries to Shipper at flow rates, or in quantities, greater than those applicable under the ACE and Contract Limitations set forth in the Rate Schedule EFT Service Agreement.
- 2.6 A Shipper under this Rate Schedule shall also submit its planned hourly consumption schedule for each day by 8:00 am (Central Clock Time) for the Day beginning at 9:00 am (Central Clock Time). For each nomination for the same Day thereafter, Shipper will also be required to submit a revised hourly consumption schedule. Revisions to initial consumption schedules will be subject to approval by Transporter's Gas Control department, or successor group. All consumption schedules will be consistent with Shipper's Contract Demand and applicable ACE and MDO under its Service Agreement. Transporter may permit Shipper to submit hourly consumption schedules that extend the hours over which applicable ACEs will be consumed to the extent operationally feasible.
- 2.7 Any Shipper under Rate Schedule EFT may seek to release its MRO and/or Receipt Entitlement, as applicable, MDO and associated ACE, and Contract Demand to others subject to the terms and conditions provided for capacity release under Rate Schedule FT in Section 19 of the General Terms and Conditions of this Tariff; provided, however, any such released capacity shall be subject to the terms and conditions of Rate Schedule EFT. The Replacement Shipper will retain the ACE as defined in the Releasing Shipper's Service Agreement, at the Primary Delivery Point(s) released by the Releasing Shipper.
- 2.8 A Shipper under Rate Schedule EFT shall have access to Secondary Delivery Points; however, all volumes nominated and scheduled at Secondary Delivery Points shall be subject to the constant rates provision of Section 5.4 of the General Terms and Conditions.

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FERC Docket: RP10-383-000

**First Revised Sheet No. 63** First Revised Sheet No. 63

Superseding: Original Sheet No. 63

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.9 The rights, obligations, limitations and operational conditions and restraints applicable to service under this Rate Schedule shall be the same as those applicable to service under Rate Schedule FT, unless inconsistent with the provisions of this Rate Schedule or otherwise provided in this Tariff.
- 2.10 A Shipper under Rate Schedule FT may request to convert all or part of its Contract Limitations to Rate Schedule EFT service, subject to the availability of capacity and operational limitations that may exist with respect to the requested enhanced firm service. Transporter will evaluate such requests on a not unduly discriminatory case-by-case basis. No such conversion shall require Transporter to accept less than its applicable maximum tariff rates for Rate Schedule EFT, or terms and conditions different than those provided in the Shipper's existing Rate Schedule FT Service Agreement.

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

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

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

3. RATES: (continued)

- (e) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described for Shippers under this Rate Schedule in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. For transactions qualifying for Alternate Fuel Retentions, the EPC Tracker rate shall not be applicable, and the Alternate Fuel Retentions, as applicable and described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be retained. Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rates plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

- (a) The product of the applicable Reservation Charge based on Shipper's ACE and each Dth of Contract Demand;

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL: (continued)

- (b) The product of the Commodity Rate and the total Dth of Gas delivered during the Service Month up to applicable Contract Limitations;
- (c) The product of the applicable Overrun Rate based on Shipper's ACE, and the total Dth of Overrun Gas, whether authorized or unauthorized, received, transported and/or delivered during the Service Month.

5.2 Adjustments.

- (a) Failure to Deliver Contract Demand: If during one or more Days in the Service Month Transporter is unable to deliver to a Shipper which is paying the maximum rate, including a Reservation Charge, Gas scheduled and received by Transporter for the account of Shipper, up to the Contract Demand, consistent with other Contract Limitations, established for the Service Month, then, for Shippers paying the maximum rate, the total applicable Reservation Charge shall be reduced by subtracting the product of the quantity of such Gas in Dth which Transporter did not deliver and the applicable currently effective Reservation Charge Adjustment Rate based on Shipper's ACE. For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.
- (b) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule EFT are those quantities that (i) exceed, on any Day, one hundred two percent (102%) of the Contract Limitations (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed 102% of the total quantity which Shipper is authorized to transport); and (ii) are unauthorized Overrun Gas. Excess Contract Quantities under Rate Schedule EFT are categorized by percentage of Shipper's Contract Limitations or other authorized amount, as follows:

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL: (continued)

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and  
greater than 110%.

If a Shipper's total unauthorized Overrun Gas quantities under Rate Schedule EFT are less than both 50 Dth and 10% of its Contract Limitations, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

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FERC Docket: RP10-383-000

**First Revised Sheet No. 67** First Revised Sheet No. 67  
Superseding: Original Sheet No. 67

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

5.3 Overrun Gas.

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

5.4 Other Charges.

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

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FERC Docket: RP09-89-000

**Original Sheet No. 68** Original Sheet No. 68

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
(continued)

6. IMBALANCE RESOLUTION:

Monthly Imbalances incurred under this Rate Schedule shall be resolved in accordance with Section 5.7(c) of the General Terms and Conditions. For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule FT.

7. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent inconsistent with the provisions hereof, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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*FERC Docket: RP09-89-000*

**Sheet No. 69** Sheet No. 69

Sheet No. 69 is reserved for future use.



*Effective Date: 03/18/2010    Status: Effective*  
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**Sheet Nos. 70 - 79** Sheet Nos. 70 - 79

The following Sheet Nos. are reserved for future use.

Second Revised Sheet No. 70  
Second Revised Sheet No. 71  
Second Revised Sheet No. 72  
First Revised Sheet No. 72A  
Fourth Revised Sheet No. 73  
First Revised Sheet No. 73A  
First Revised Sheet No. 74  
Second Revised Sheet No. 75  
Second Revised Sheet No. 76  
Second Revised Sheet No. 77  
First Revised Sheet No. 78  
First Revised Sheet No. 79

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

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

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 The rights, obligations, limitations and operational conditions and restraints applicable to service under this Rate Schedule shall be the same as those applicable to service under Rate Schedule FT, unless inconsistent with the provisions of this Rate Schedule or otherwise provided in this Tariff.
- 2.3 Transporter shall not be required to install, operate or maintain any additional equipment or facilities in order to provide requested service under this Rate Schedule.
- 2.4 Shipper shall submit delivery nominations and receipt nominations for each Hour of service hereunder. Such hourly nominations may be submitted in advance for as many Hours as are within the term of Shipper's Service Agreement. Unless Transporter agrees otherwise, and subject to the requirements for notice to interruptible Shippers being bumped provided in this Tariff, Shipper must submit nominations at least one (1) Hour prior to the time requested to be effective. Transporter shall not be obligated to schedule any nominations which require confirmation and scheduling from connected entities that do not provide hourly confirmations and scheduling in a manner consistent with Transporter. Transporter will schedule valid nominations which do not require confirmation and scheduling from such connected entities, unless Transporter determines that to do so would have an adverse effect on its operations. Except to the extent inconsistent with hourly nominations and scheduling, the provisions of Section 5 of the General Terms and Conditions of this Tariff shall govern the nomination and scheduling of Gas quantities under this Rate Schedule.
- 2.5 The term of a Service Agreement hereunder shall be stated in increments of an Hour, and the minimum term of any such Agreement shall be one (1) Hour. The maximum term of a Service Agreement hereunder shall be ninety (90) Days. Transporter and Shipper will not enter into a Service Agreement under this Rate Schedule more than thirty (30) Days in advance of such agreement's effective date.

*Effective Date: 04/01/2004    Status: Effective*

*FERC Docket: RP96-200-118*

**First Revised Sheet No. 72** First Revised Sheet No. 72 : Effective  
Superseding: Original Sheet No. 72

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

- 2.6 Any Shipper under Rate Schedule HFT may seek to release its Contract Demand to others subject to the terms and conditions provided for capacity release under Rate Schedule FT in Section 19 of the General Terms and Conditions of this Tariff; provided, however, any such released capacity shall be subject to the terms and conditions of Rate Schedule HFT. Notwithstanding the provisions of Sections 19.1(e) and 19.11(a) of the General Terms and Conditions which specify a minimum term of one (1) Day for releases, any such release shall be for a term of one (1) Hour or otherwise in hourly increments.
- 2.7 Transportation service rendered under this Rate Schedule is firm, except as otherwise provided in this Tariff. Transporter shall have no obligation to receive or deliver quantities that are not properly nominated, confirmed and scheduled in accordance with this Rate Schedule and Section 5 of the General Terms and Conditions.
- 2.8 Shippers under this Rate Schedule shall have the same rights with respect to flexible Receipt and Delivery Points as Shippers under Rate Schedule FT, subject to the terms and conditions of this Rate Schedule.
- 2.9 Shipper shall be solely responsible for arranging necessary upstream and downstream transportation prior to the commencement of service hereunder.
- 2.10 If a Shipper qualifies as a Small Volume HFT Customer and so elects when requesting service, in lieu of Section 2.5 of this Rate Schedule, the following provisions shall apply:

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FERC Docket: RP96-200-118

Original Sheet No. 72A Original Sheet No. 72A : Effective

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

- (a) The term of a Service Agreement hereunder shall be stated in increments of an Hour, and the minimum term of any such Agreement shall be one (1) Hour. Transporter and Shipper will not enter into a Service Agreement under this Rate Schedule more than thirty (30) Days in advance of such agreement's effective date, unless Transporter and Shipper otherwise agree. Pursuant to such a mutual agreement, and subject to the availability of capacity at the time of the Shipper's request, a Shipper may request capacity under this Section 2.10 for periods not to exceed ninety (90) consecutive days during the Winter or Summer Period, or across seasons, and on a recurring (multi-year) basis. Transporter shall enter into such an agreement on a not unduly discriminatory basis.
- (b) A Shipper requesting service on a recurring (multi-year) basis pursuant to Section 2.10(a) shall have the right to permanently reduce the Contract Demand under such HFT Service Agreement, in whole or part, if Shipper provides Transporter one hundred twenty (120) days written notice prior to the start of the ninety (90) day service period under Shipper's Rate Schedule HFT Service Agreement.
- (c) For purposes of this Section 2.10, a Small Volume HFT Customer shall be a Shipper that at any time has contracted for no more than 13 Dth/Hour of total Contract Demand under this Section 2.10.

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Reservation Charge: The currently effective Reservation Charge for this Rate Schedule shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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FERC Docket: RP08-456-000

**Third Revised Sheet No. 73** Third Revised Sheet No. 73  
Superseding: Second Revised Sheet No. 73

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

3. RATES (continued)

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

- 3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described for Shippers under this Rate Schedule in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. For transactions qualifying for Alternate Fuel Retentions, the EPC Tracker rate shall not be applicable, and the Alternate Fuel Retentions, as applicable and described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be retained. Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention, including Alternate Fuel Retentions, shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule FSS or ISS.

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**Original Sheet No. 73A** Original Sheet No. 73A : Effective

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

4.    MONTHLY BILL:

4.1    Calculation.    The bill for a Service Month shall be the sum of:

- (a)    The product of the Reservation Charge, multiplied by each Dth of hourly Contract Demand reserved during the Service Month; provided, however, that for any Dth of hourly Contract Demand, the total Base Rate Reservation charge amount shall not exceed \$5.8584 over any Day;

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**Original Sheet No. 74** Original Sheet No. 74 : Effective

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

- (b) The product of the Commodity Rate and the total Dth of Gas delivered during the Service Month up to applicable Contract Limitations;
- (c) The product of the Overrun Rate and the total Dth of Overrun Gas, whether authorized or unauthorized, received, transported and/or delivered during the Service Month.

4.2 Adjustments:

- (a) Failure to Deliver Contract Demand: If during one or more Hours in the Service Month Transporter is unable to deliver to a Shipper paying the maximum rate, Gas scheduled and received by Transporter for the account of Shipper, up to the Contract Demand, consistent with other Contract Limitations, established for the applicable period, then, for Shippers paying the maximum rate, the total applicable Reservation Charge shall be reduced by subtracting the product of the quantity of such Gas in Dth which Transporter did not deliver and the applicable currently effective Reservation Charge Adjustment Rate (subject to the maximum amount described in Section 4.1(a) above). For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.
- (b) Excess Contract Quantities: Excess Contract Quantities under this Rate Schedule are those quantities that are unauthorized Overrun Gas.

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**First Revised Sheet No. 75** First Revised Sheet No. 75  
Superseding: Original Sheet No. 75

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

4. MONTHLY BILL (continued)

Excess Contract Quantities under this Rate Schedule are categorized by percentage of Shipper's Contract Limitations or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%;  
and greater than 110%.

For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (i) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (ii) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

4.3 Overrun Gas:

- (a) Authorized Overrun: Shipper may request, in accordance with the provisions of this Rate Schedule and nominate, in accordance with Section 5 of the General Terms and Conditions, quantities of gas for any applicable time period during the Service Month in excess of the Contract Limitations.



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*FERC Docket: RP08-456-000*

**First Revised Sheet No. 76** First Revised Sheet No. 76

Superseding: Original Sheet No. 76

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

4.     MONTHLY BILL (continued)

Notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site or otherwise during the scheduling process. If, in order to schedule service under Rate Schedule HFT, a Shipper receiving authorized overrun quantities must be bumped during the Day other than pursuant to the timelines provided in Section 5.5(a)(i) of the GT&C, Transporter will provide notice as soon as practicable (but at least sixty (60) minutes prior to bumping) electronically via the Internet or by telephone to such Shipper. Transporter shall provide telephonic notice by placing a call to a number which must be supplied by Shipper, available twenty-four (24) hours per Day, and equipped with voice mail or other electronic messaging.

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**First Revised Sheet No. 77** First Revised Sheet No. 77

Superseding: Original Sheet No. 77

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

4. MONTHLY BILL (continued)

Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule IT to the extent not inconsistent with the terms of this Rate Schedule, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.

- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 4.3(a) above, shall be considered unauthorized.

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

- 4.5 In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

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**Original Sheet No. 78** Original Sheet No. 78 : Effective

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

5.    IMBALANCE RESOLUTION:

Monthly Imbalances incurred under this Rate Schedule shall be resolved in accordance with Section 5.7(c) of the General Terms and Conditions. For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule FT.

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**Original Sheet No. 79** Original Sheet No. 79 : Effective

RATE SCHEDULE HFT  
HOURLY FIRM TRANSPORTATION SERVICE  
(continued)

6. TRANSPORTATION OF GAS TO AND FROM STORAGE:

Transportation of Gas under this Rate Schedule may be used for injection into, and withdrawals from, storage, in accordance with the provisions of Section 6 of Rate Schedule FT to the extent not inconsistent with the provisions hereof.

7. FLEXIBILITY OF RATES:

The applicable maximum (Base Rates plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

8. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent inconsistent with the provisions hereof, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

*Effective Date: 01/01/2010    Status: Effective*  
*FERC Docket: RP10-206-000*

**Sheet No. 80** Sheet No. 80

Sheet No. 80 is reserved for future use.

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FERC Docket: RP10-206-000

Original Sheet No. 81 Original Sheet No. 81

RATE SCHEDULE FT-2  
FIRM TRANSPORTATION SERVICE (WITH MINIMUM FLOW OBLIGATION)

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any Shipper that requests transportation of Gas from Transporter, by backhaul or displacement on a firm, self-implementing basis, that creates forward-haul capacity when:
- (a) Transporter determines that transportation service may be rendered pursuant to Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation containing the applicable items listed commencing on Sheet No. 697 of this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity exists to perform the firm transportation service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for firm transportation service in the form provided in this Tariff, which may be via electronic means using the Internet. For written agreements, the requirement of this Section 1(d) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service each Day on a firm basis up to the Contract Demand, the Receipt Entitlements, the Maximum Delivery Obligations and/or the Maximum Receipt Obligations, as applicable, subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff, and subject to the minimum flow obligation(s) ("MFO") specified in the Service Agreement.

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FERC Docket: RP10-206-000

Original Sheet No. 82 Original Sheet No. 82

RATE SCHEDULE FT-2  
FIRM TRANSPORTATION SERVICE (WITH MINIMUM FLOW OBLIGATION)  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

This Rate Schedule shall not apply to Linked Firm Service capacity, as that term is defined in Section 10.5 of the General Terms and Conditions of the Tariff. Such Linked Firm Service capacity shall be sold by Transporter pursuant to the provisions of Section 10.5 of the General Terms and Conditions of the Tariff. Transporter shall post on its Internet Web Site the availability of such Linked Firm Service capacity resulting from service under this Rate Schedule.

2.1 Service hereunder shall consist of:

- (a) the transportation of Gas received by Transporter for Shipper's account at Point(s) of Receipt; and
- (b) the tender of Gas by Transporter for delivery to Shipper or for Shipper's account at the Point(s) of Delivery in accordance with a Service Agreement.

2.2 Transportation service rendered under this Rate Schedule is firm except as otherwise provided in this Tariff. Transporter shall have no obligation to receive or deliver quantities that are not properly nominated, confirmed and scheduled in accordance with Section 5 of the General Terms and Conditions.

2.3 A Shipper under Rate Schedule FT-2 shall request Primary Delivery Point(s) and MDO's, as well as Receipt Entitlement(s) and appropriate quantities and, if applicable, Primary Receipt Points and MRO's. The sum of Shipper's total Receipt Entitlements shall not exceed Contract Demand, nor shall the sum of Shipper's total MDOs or total MROs exceed Contract Demand. In addition, Shipper shall agree to a specified MFO(s).

2.4 If Shipper fails to nominate by 11:45 a.m. in the Timely Nomination Cycle sufficient quantities of Gas, up to its Receipt Entitlement and/or MRO, as applicable, and MDO, respectively, to meet its MFO(s) and enable Transporter to provide all or part of the Linked Firm Services nominated during the Timely Nomination Cycle, Shipper shall be subject

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FERC Docket: RP10-206-000

Original Sheet No. 83 Original Sheet No. 83

RATE SCHEDULE FT-2  
FIRM TRANSPORTATION SERVICE (WITH MINIMUM FLOW OBLIGATION)  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

to the provisions of Section 2.6 below, and Transporter may issue a Minimum Flow Obligation notice to Shipper identifying all amounts of Gas that Shipper failed to nominate and for which penalties are due. The quantity of Gas subject to and specified in a MFO notice shall be up to but shall not exceed the MFO(s) specified in the Shipper's Service Agreement, nor Shipper's Receipt Entitlement and/or MRO, as applicable, and MDO, respectively.

Once Shipper submits its nomination in the Timely Nomination Cycle, Transporter shall not be obligated to accept any revised nominations from Shipper to the extent such revised nominations would affect Transporter's ability to provide any related Linked Firm Service nominated during the Timely Nomination Cycle. Notwithstanding the foregoing, Shipper shall not be assessed any penalty amounts with respect to new, or increased, Linked Firm Service nominations submitted the same Day after the Timely Nomination Cycle.

- 2.5 The amount of any penalty resulting from Shipper's failure to meet its MFO(s) shall be determined based on the difference between the sum of the nominated quantities of Linked Firm Service capacity received from the affected Linked Firm Service Shippers during the Timely Nomination Cycle up to the applicable MFO(s) of Shipper for such Day, as specified in Shipper's Service Agreement, and the amount of Gas flowed by Shipper on that Day with respect to the applicable MFO(s). In the event that Shipper flows some Gas on a given Day towards an MFO and that amount is less than the MFO for that Day, the resulting Linked Firm Service capacity shall be allocated for scheduling purposes to affected Linked Firm Service Shipper(s) on a pro rata basis based on the quantities of Linked Firm Service nominated during the applicable Timely Nomination Cycle; provided, however that affected Linked Firm Service Shipper(s) that do not also hold the underlying Rate Schedule FT-2 capacity that created the Linked Firm Service capacity shall have a higher scheduling priority than an affected Linked Firm Service Shipper that holds the Rate Schedule FT-2 capacity that created the Linked Firm Service capacity.



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**First Revised Sheet No. 84** First Revised Sheet No. 84  
Superseding: Original Sheet No. 84

RATE SCHEDULE FT-2  
FIRM TRANSPORTATION SERVICE (WITH MINIMUM FLOW OBLIGATION)  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.6 If Shipper, on any Day, fails to nominate by 11:45 a.m. in the Timely Nomination Cycle an amount up to at least the MFO(s) or, for whatever reason, does not tender and/or take deliveries of the quantities of Gas up to its MFO(s) that are necessary for Transporter to provide related Linked Firm Service nominated during the same Timely Nomination Cycle, Shipper shall be subject to a penalty of twenty-five dollars (\$25.00), plus the applicable Daily Index Price, for each Dekatherm of Gas that Shipper so fails to nominate or take and/or tender.
- 2.7 Shipper shall be entitled to (i) nominate from any Pool or Receipt Point or to any Delivery Point on a non-primary basis, as provided for in Section 5, General Terms & Conditions of the Tariff; or (ii) change any Primary Point(s) designated in its Agreement, provided it does not affect Transporter's ability to provide Linked Firm Service.
- 2.8 The rights, obligations, limitations and operational conditions and restraints applicable to service under this Rate Schedule shall be the same as those applicable to service under Rate Schedule FT, unless inconsistent with the provisions of this Rate Schedule or otherwise provided in this Tariff.
- 2.9 A Shipper under Rate Schedule FT or EFT may request to convert all or part of its Contract Limitations to Rate Schedule FT-2 service, subject to the availability of capacity and operational limitations that may exist with respect to the requested firm service. Transporter will evaluate such requests on a not unduly discriminatory case-by-case basis. No such conversion shall require Transporter to accept less than its applicable maximum tariff rates for Rate Schedule FT-2 or rates negotiated under an existing transaction, or terms and conditions different than those provided in the Shipper's existing Service Agreement.

3. RATES:

- 3.1 The rate charged for service hereunder shall consist of:
  - (a) Reservation Charge: The currently effective Reservation Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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FERC Docket: RP10-206-000

Original Sheet No. 85 Original Sheet No. 85

RATE SCHEDULE FT-2  
FIRM TRANSPORTATION SERVICE (WITH MINIMUM FLOW OBLIGATION)  
(continued)

3. RATES (continued)

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

- 3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. For transactions qualifying for Alternate Fuel Retentions, the EPC Tracker rate shall not be applicable, and the Alternate Fuel Retentions, as applicable and described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be retained. Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions.

4. INCORPORATION OF OTHER PROVISIONS BY REFERENCE:

The following sections of Rate Schedule FT are incorporated herein: 4, 5, and 7. For purposes of this Rate Schedule, references in those sections to Rate Schedule FT shall be deemed references to Rate Schedule FT-2.

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**Sheet Nos. 86 - 90** Sheet Nos. 86 - 90

Sheet Nos. 86 through 90 are reserved for future use.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 91** Original Sheet No. 91 : Effective

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any Shipper that operates or serves an end-use facility and requests automatic nomination service from Transporter when:

- (a) Transporter has received a complete and valid request for service under this Rate Schedule, via electronic means furnished by Transporter using the Internet, containing the items required by this Tariff;
- (b) Shipper has, or on the effective date of service hereunder will have, in effect a Service Agreement for transportation under Rate Schedule FT or IT which covers all of Shipper's Gas requirements served by Transporter behind each Delivery Point where service is requested; and
- (c) Transporter has accepted Shipper's request for service hereunder and communicated such acceptance to Shipper, via electronic means using the Internet.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the provision of receipt and delivery nominations by Transporter, on Shipper's behalf, and the application of allocation methodologies provided by Shipper, for purposes of the management and minimization or avoidance of Imbalances, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff. Service under this Rate Schedule must be elected and provided at all delivery points under the applicable service agreement(s).
- 2.2 Service hereunder shall consist of the provision of information by Transporter to Shipper regarding quantities delivered during the Day at the applicable delivery point(s), and the effectuation of scheduled nominations by Transporter on Shipper's behalf; all such services to be in accordance with Shipper's Service Agreement.

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**Original Sheet No. 92** Original Sheet No. 92 : Effective

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.3 (a) Except as provided in Section 2.3(b) below, a Shipper is eligible to receive service under this Rate Schedule only if the end-use facility is served by a single pipeline and, where applicable, LDC. Such facility must also be equipped with electronic gas measurement, furnished or caused to be furnished by Shipper, compatible with Transporter's information and communication system and capable of verifying changes in flow on a periodic basis during the Day. Additionally, Transporter (or its designee) must have access to all measurement equipment involved in the transaction for purposes of testing and inspecting the equipment and the right to install, or cause to be installed, communications equipment thereon. Transporter may agree to provide service under this Rate Schedule for Shipper's continuing service on downstream pipeline and/or LDC systems provided that all of the other terms of this Rate Schedule are satisfied and that Shipper warrants and represents that the applicable pipeline and/or LDC has agreed to accept, confirm and schedule nominations and allocate quantities based on the nominations provided by Transporter. In such case, the measurement readings shall be taken at the ultimate end-use delivery point and the service shall be provided by Transporter to the extent it can be effectuated in accordance with Shipper's applicable service agreement and the other pipeline's and LDC's tariff or other requirements. Shipper shall continue to be responsible for all costs, retentions and other obligations under its service agreements with other pipelines and/or LDCs.

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**Original Sheet No. 93** Original Sheet No. 93 : Effective

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) If the end-use facility is served by more than one pipeline or LDC, service may be provided under this Rate Schedule if the end-user's other upstream pipeline and LDC supplier(s) to the facility agree (i) to accept, confirm and schedule all nominations and allocate all quantities based on nominations sent electronically by Transporter; (ii) to reimburse Transporter for any out-of-pocket expenses that Transporter incurs to effectuate service from other pipelines or LDCs; and (iii) to indemnify and hold harmless Transporter from any and all claims, costs and liabilities arising out of or related to providing such service where more than one pipeline or LDC is serving the facility (other than those directly caused by Transporter's gross negligence or willful misconduct). The physical delivery point(s) on all pipelines and LDCs shall be equipped with electronic gas measurement, furnished or caused to be furnished by Shipper, compatible with Transporter's information and communication system and capable of verifying changes in flow on a periodic basis during the Day. Additionally, Transporter (or its designee) must have access to all measurement equipment involved in the transaction for purposes of testing and inspecting the equipment and the right to install, or cause to be installed, communications equipment thereon.

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FERC Docket: RP10-567-000

**First Revised Sheet No. 94** First Revised Sheet No. 94

Superseding: Original Sheet No. 94

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.4 Service under this Rate Schedule shall be subject at all times to the terms and conditions of service of the other Rate Schedules (firm and/or interruptible) of this Tariff to which it is adjunct and the General Terms and Conditions of this Tariff.
- 2.5
  - (a) Shipper or its designee shall submit original, timely nominations electronically in advance to Transporter in accordance with the provisions of this Tariff at receipt and delivery points (including any points on other pipelines or LDCs) for the first Day of service under this Rate Schedule only. Thereafter, notwithstanding any other provisions of this Tariff, Transporter shall cause all nominations for receipts and deliveries, including, but not limited to, intraday nominations, to be made for Shipper's account based on the quantity information described below.
  - (b) A Shipper receiving service under this Rate Schedule will receive information, via electronic means at least three (3) times each Day, detailing the quantities nominated by Transporter based on deliveries at the applicable delivery point during the applicable portion of the Day. Such notification will also be provided electronically to all other transporters, suppliers, Pool Managers and/or Operators designated by Shipper and affected by such nominations.
- 2.6
  - (a) Not less than four (4) hours prior to the beginning of a Day, Shipper shall submit a supply methodology for such Day using electronic means furnished by Transporter via the Internet detailing the ranking and prioritization of all of the supplies and suppliers (Pool Managers, Operators of physical receipt points and/or suppliers), for the applicable time period. For each physical facility served by multiple pipelines or LDCs served under this Rate Schedule, Shipper shall submit supply methodologies and information for each receipt and delivery point applicable to service from such pipeline and/or LDC. Shipper shall previously have notified such

**First Revised Sheet No. 95** First Revised Sheet No. 95  
Superseding: Original Sheet No. 95

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

designated Pool Managers, Operators and/or suppliers of its supply methodology. The methodology shall specify how to supply the nominations for the applicable delivery point(s), e.g., by causing a Pool Manager's Pool to provide additional supply or reduce supplies. Transporter will cause the nominations to be made in accordance with such methodology.

- (b) To the extent that Shipper names Pool Managers, suppliers and/or Operators on its supply methodology, Shipper thereby warrants and represents such parties' advance agreement to allow and confirm receipt nominations effected during the Day by Transporter pursuant to Shipper's supply methodology, notwithstanding any other provisions of the Tariff. Transporter shall be entitled to rely on Shipper's representation, and Pool Managers', suppliers' and/or Operators' acquiescence, that the Pool Managers, suppliers and/or Operators named in its supply methodology have agreed to their participation thereunder for all purposes. Service under this Rate Schedule shall only be provided to the extent that the other transporters and/or LDCs, Operators, suppliers and/or Pool Managers involved in the transaction perform the supply, nomination and allocation functions represented by Shipper and Shipper will be responsible for Imbalances resulting from any such failure to perform. Transporter shall not be liable or responsible for such parties' failure to perform as represented, or for disputes arising from actions taken in accordance with this Rate Schedule.

- 2.7 A Replacement Shipper under a capacity release Service Agreement may elect service under this Rate Schedule to the extent the requirements hereof are met.



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**Original Sheet No. 96** Original Sheet No. 96 : Effective

RATE SCHEDULE ANS  
AUTOMATIC NOMINATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.8 The term of service under this Rate Schedule shall commence at the beginning of a Day after Transporter's acceptance of Shipper's request for service and continue on a Day to Day basis, subject to Shipper's continuing qualification for this service and the performance of all obligations hereunder. Additionally, either Transporter or Shipper may terminate service under this Rate Schedule upon provision of two (2) Business Days' electronic notice to the other.

2.9 Transporter shall not be required to install, operate or maintain any additional equipment or facilities in order to provide requested service under this Rate Schedule.

3. RATES:

Transporter shall not charge Shipper a rate for service under this Rate Schedule. Shipper shall continue to be subject to and will be invoiced for other service provided under other Rate Schedules, including balancing and other fees, penalties and charges in accordance with the General Terms and Conditions of this Tariff; provided, however, that a Shipper shall be entitled to cash-out any Imbalance under its adjunct Rate Schedule FT or IT Service Agreement arising during a period in which Shipper validly received service under this Rate Schedule ANS, without the application of any premium or discount factor that otherwise would be required by the provisions of Transporter's Tariff.

4. GENERAL TERMS AND CONDITIONS:

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

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**Sheet Nos. 97 - 107** Sheet Nos. 97 - 107 : Effective

Sheet Nos. 97 through 107  
are reserved for future use.

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FERC Docket: RP06-433-000

**First Revised Sheet No. 108** First Revised Sheet No. 108 : Effective

Superseding: Original Sheet No. 108

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests transportation of Gas on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for transportation, containing the items listed commencing on Sheet No. 697 of this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible transportation service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for interruptible transportation service in the form commencing on Sheet No. 742 of this Tariff, which may be via electronic means using the Internet. For written agreements, the requirement of this Section 1(d) shall be satisfied if Shipper has tendered (including, via facsimile) a letter or other writing evidencing the agreement of Shipper to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service on an interruptible basis up to the Maximum Contract Quantity, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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

Superseding: Original Sheet No. 109

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

2.     APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.1    Service hereunder shall consist of:

- (a)    the transportation of Gas received by Transporter for Shipper's account at Point(s) of Receipt; and
- (b)    the tender of Gas by Transporter for delivery for Shipper's account at the Point(s) of Delivery in accordance with a Service Agreement.

2.2    Service under this Rate Schedule shall be subject to interruption, in whole or in part, at any time and available only to the extent capacity is available. Transporter shall have no obligation to provide service hereunder for or during any Day if it determines that to do so may interfere with its ability to provide firm service or to meet its other obligations or that it may have an adverse effect on Transporter's operations.

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

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. For transactions qualifying for Alternate Fuel Retentions, the EPC Tracker rate shall not be applicable, and the Alternate Fuel Retentions, as applicable and described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, shall be retained. Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention, including Alternate Fuel Retentions, shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule ISS.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

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**First Revised Sheet No. 111** First Revised Sheet No. 111  
Superseding: Original Sheet No. 111

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL:

5.1 Calculation. The bill for a Service Month shall be the product of the Commodity Rate and the total Dth of Gas delivered during the Service Month, including any Overrun Gas, whether authorized or unauthorized.

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule IT are those quantities that (i) exceed, on any Day, one hundred two percent (102%) of Shipper's Maximum Contract Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed 102% of the total quantity which Shipper is authorized to transport); and (ii) are unauthorized Overrun Gas. Excess Contract Quantities under Rate Schedule IT are categorized by percentage of Shipper's scheduled quantities or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and  
greater than 110%.

If a Shipper's total Excess Contract Quantities under Rate Schedule IT are less than both 50 Dth and 10% of its Maximum Contract Quantity, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of

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**First Revised Sheet No. 112** First Revised Sheet No. 112

Superseding: Original Sheet No. 112

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed

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**Second Revised Sheet No. 113** Second Revised Sheet No. 113

Superseding: First Revised Sheet No. 113

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

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

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account for any given time period during the Service Month in excess of the Maximum Contract Quantity. Notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site or otherwise during the scheduling process. Transporter may render the requested service hereunder if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations and such quantities shall be considered authorized Overrun Gas for purposes of this Rate Schedule.



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**Original Sheet No. 114** Original Sheet No. 114 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

5. MONTHLY BILL (continued)

- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas so authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

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

6. TRANSPORTATION OF GAS TO AND FROM STORAGE.

When Shipper requests transportation of Gas under this Rate Schedule for injection into storage it shall designate "Storage Points of Injection" and the applicable quantity on its delivery nomination pursuant to Section 5.5 of the General Terms and Conditions of this Tariff, and when Shipper requests transportation under this Rate Schedule of Gas withdrawn from Storage, it shall designate "Storage Points of Withdrawal" on its receipt nomination pursuant to Section 5.2 of the General Terms and Conditions of this Tariff. Shipper's total receipts and deliveries of storage Gas must be within its Maximum Contract Quantity.

7. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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**Sheet Nos. 115 - 125** Sheet Nos. 115 - 125 :    Effective

Sheet Nos. 115 through 125  
are reserved for future use.

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FERC Docket: RP96-200-120

**First Revised Sheet No. 126** First Revised Sheet No. 126 : Effective  
Superseding: Original Sheet No. 126

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party which requests service during the Open Season (hereinafter referred to as Shipper) when

- (a) Transporter has received a complete request for such service, via electronic means using the Internet unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 697 of this Tariff;
- (b) Transporter has reviewed the request and has determined that it will have sufficient available and uncommitted capacity to perform the service requested by Shipper; and
- (c) Shipper and Transporter have executed a Service Agreement for service as provided under this Rate Schedule, in the form commencing on Sheet No. 756 of this Tariff, which shall be via electronic means using the Internet, unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 Transporter shall provide firm service under this Rate Schedule, except as provided herein and in Transporter's General Terms and Conditions, in order to allow Shipper to meet unscheduled delivery requirements or supply shortages on a daily basis which were not known or reasonably foreseeable during the permitted period for submission of nominations, or revision of same, subject to the specified limits of service and the applicable terms and conditions of this Tariff. Service under this Rate Schedule shall constitute "no notice" service as that term is used in FERC Order No. 636.
- 2.2 Service hereunder shall consist of the receipt, transportation, storage and/or delivery of Gas for the account of Shipper, up to the Contract Delivery Demand, the Receipt Entitlement(s), the Maximum Receipt Obligation(s), the Maximum Storage Capacity, and the Maximum Delivery Obligation(s), as applicable, subject to an executed Service Agreement and the provisions of this Tariff. Transporter's obligation to provide service hereunder is subject to and

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**First Revised Sheet No. 127** First Revised Sheet No. 127 : Effective  
Superseding: Original Sheet No. 127

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

conditioned upon Shipper having sufficient Gas supplies and Shipper's timely and full compliance, notwithstanding any excuse for nonperformance otherwise applicable, with all directives issued by Transporter and all of Shipper's obligations under this Tariff to ensure full deliverability.

- 2.3 Shipper shall request, in accordance with this Tariff, Pooling Areas in which total supplies for no-notice service may be received. Shipper shall designate the quantities (equal to one-fourth of its Contract Delivery Demand) of the Receipt Entitlements, and/or at points requested, to serve as the portion designated for flowing supplies, and the remaining three-fourths shall be deemed to serve as the portion designated for injection into and withdrawal from storage (storage supplies). Transporter shall advise Shipper if any of the Receipt Entitlements and/or Receipt Points requested by Shipper are unavailable or would impair the performance of, or render Transporter unable to perform, no-notice service under this Rate Schedule. Shipper shall then request substitute entitlements or points. Shipper's designation shall not require Transporter to change the operation of its system, nor shall it affect Transporter's role as director of Shipper's Working Gas Quantities account or require Transporter on any particular Day to utilize any particular Gas supplies for injection into storage and/or to meet Shipper's no-notice demands at the Point(s) of Delivery. The Point(s) of Receipt, Point(s) of Delivery, Contract Delivery Demand, Maximum Delivery Obligation(s), Receipt Entitlement(s) and Maximum Receipt Obligation(s), as applicable, shall be specified in the Service Agreement and the quantities and/or points agreed upon to serve as flowing supplies shall be identified in the Service Agreement. Shipper shall have the right to utilize Secondary Receipt Points, Pools and Additional Individual Receipt Points in accordance with Section 5 of the General Terms and Conditions and consistent with the provisions of this Rate Schedule.

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**First Revised Sheet No. 128** First Revised Sheet No. 128 : Effective

Superseding: Original Sheet No. 128

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.4 With respect to the transportation component of the service provided under this Rate Schedule, the rights, obligations, limitations and operational conditions and restraints applicable thereto shall be the same as those applicable under Rate Schedule FT, unless otherwise specified in this Tariff.
- 2.5 The term of each Service Agreement under this Rate Schedule shall commence at the beginning of a Storage Contract Year and extend through one or more Storage Contract Years.
- 2.6 Shipper shall use best efforts to reduce its Working Gas Quantity to zero (0) Dth within thirty (30) Days of the end of the Storage Contract Year and in no event shall Shipper's Working Gas Quantity on such date exceed twenty-one percent (21%) of the maximum quantity specified by Transporter, pursuant to Section 3.2, during the preceding Storage Contract Year.
- 2.7 Shipper shall reduce its Working Gas Quantity to zero (0) Dth by the end of the Storage Contract Year in which the Service Agreement terminates. If Shipper fails for any reason to withdraw all of its Working Gas Quantity within thirty (30) Days following such termination date, then Transporter shall retain possession of and title to all such remaining Gas and Shipper shall relinquish all claims thereto provided that such thirty (30) Day period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal.
- 2.8 Shipper may convert its service under this Rate Schedule to equivalent levels of firm transportation and firm contract storage under Rate Schedules FT and FSS as provided in the Service Agreement.
- 2.9 Unless otherwise agreed, Transporter will not provide service under Rate Schedule NNTS to any Delivery Point without load flow control devices if the market behind the Delivery Point is connected to multiple transporters. As long as a NNTS Shipper's Delivery Point qualifies for NNTS service, Transporter shall not install flow control devices at any such Delivery Point.
- 2.10 In order to avoid or limit disruption of services from planned operational outages at any Delivery Point under a Shipper's Rate Schedule NNTS Service Agreement, the parties may agree on alternative arrangements to mitigate the impact of such outages during periods when Shipper may otherwise seek to utilize the service.

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**First Revised Sheet No. 129** First Revised Sheet No. 129 : Effective  
Superseding: Original Sheet No. 129

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

3. TERMS AND CONDITIONS:

- 3.1 Shipper shall be obligated on any Day, if requested by Transporter, to provide a minimum quantity of Gas from physical receipt points (consistent with its flowing supplies designation described in Section 2.3 of this Rate Schedule) of up to one-fourth (1/4) of Contract Delivery Demand within twenty-four (24) hours of Transporter's notice; such Gas must be incremental supplies to Transporter's system and verifiable by Transporter.
- 3.2 Shipper shall be required to maintain on a daily basis the range of Working Gas Quantities, as directed by Transporter from time to time during the Storage Contract Year, in order to maintain deliverability under this Rate Schedule. Transporter shall have the right to withdraw Gas from Shipper's Working Gas Quantity account in order to provide service hereunder and the right to require Shipper to redirect supplies from or to any of Shipper's other accounts, including its Working Gas Quantities account. Transporter shall provide to Shipper, at least weekly, notice of changes in its Working Gas Quantity account, including the time and quantity of injections and withdrawals. Such notice of activity may be provided electronically via the Internet and may be based on estimates.
- 3.3 If at any time Shipper tenders and has delivered to Transporter quantities of Gas as flowing supplies or storage supplies at Point(s) of Receipt other than as, or in excess of amounts, allocated for such supplies as described in Section 2.3 above, unless Transporter otherwise directs or agrees, Transporter shall have no obligation to provide service hereunder.

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**Original Sheet No. 130** Original Sheet No. 130 : Effective

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

4. DEFINITIONS:

- 4.1 Contract Delivery Demand shall mean the maximum Dth or quantity of Gas that Shipper may request be delivered to or for its account on any Day under this Rate Schedule, subject to the terms and conditions hereof.
- 4.2 Maximum Storage Capacity shall mean the maximum Dth or quantity of Gas that Transporter may require Shipper to hold in storage on any Day and shall not exceed the product of thirty (30) times Shipper's Contract Delivery Demand.
- 4.3 Working Gas Quantity shall mean the quantity of Shipper's Gas deemed to be held in storage under this Rate Schedule at any time.
- 4.4 Any other defined terms shall have the meanings specified in Rate Schedules FT or FSS, or Section 1 of the General Terms and Conditions, as applicable.

5. RATES:

- 5.1 Subject to Section 5.2 below, the rates charged for service hereunder each Service Month shall consist of:
  - (a) Reservation Fee: The currently effective Reservation Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (c) Unauthorized Service Fee: The currently effective Unauthorized Service Fee, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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**First Revised Sheet No. 131** First Revised Sheet No. 131

Superseding: Original Sheet No. 131

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

5. RATES (continued)

- 5.2 If a Shipper qualifies as a Small Customer and so elects when requesting service, in lieu of the two-part Reservation Fee and Commodity Rate specified above, Shipper shall pay the one-part currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Failure by a Small Customer Shipper to first fully utilize its daily firm entitlement to service hereunder prior to either tendering Gas for transport under Rate Schedule IT or as a replacement Shipper through released capacity or receiving Gas from another Shipper at the Small Customer Shipper's Delivery Point(s) shall render the Small Customer Shipper ineligible for the one-part rate. For purposes hereof, a Small Customer shall be one which was purchasing Gas under Transporter's superseded Rate Schedule G-2 on May 18, 1992, to the extent its service entitlement hereunder represents a conversion of its former firm bundled sales service entitlement.
- 5.3 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- 5.4 The rates charged for service hereunder shall be the applicable maximum rates shown in Transporter's Tariff, as on file and in effect from time to time. Said rates are subject to adjustment as provided in the General Terms and Conditions.



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

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

6. MONTHLY BILL:

6.1 Calculations. The bill for a Service Month shall be:

- (a) For Shippers other than Small Customer Shippers, the bill shall be the sum of:
  - (i) The product of the Reservation Fee and each Dth of Contract Delivery Demand; and
  - (ii) The Commodity Rate, multiplied by the total Dth of Gas delivered during the Service Month under the Service Agreement.
- (b) For Small Customer Shippers, the bill shall be the Small Customer Commodity Rate multiplied by the total Dth of Gas delivered during the Service Month under the Service Agreement.

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FERC Docket: RP10-567-000

**First Revised Sheet No. 133** First Revised Sheet No. 133

Superseding: Original Sheet No. 133

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

6. MONTHLY BILL (continued)

6.2 Unauthorized Service Fee.

If Shipper receives quantities in excess of the Contract Delivery Demand and/or Maximum Delivery Obligation(s), as applicable, a charge for Unauthorized Service Fees shall be added. Shipper shall pay a charge determined by the product of the applicable Unauthorized Service Fee and each Dth of Unauthorized Service Quantity incurred each Day, provided that Transporter shall waive such penalty if Shipper's Unauthorized Service Quantity on any Day does not exceed two percent (2%) of Contract Delivery Demand and/or Maximum Delivery Obligation or other authorized amount, as applicable. For purposes hereof, Unauthorized Service Quantity shall mean each Dth of Gas delivered hereunder to Shipper which is in excess of one hundred two percent (102%) of Shipper's Contract Delivery Demand and/or Maximum Delivery Obligation(s) (or, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), as applicable, unless Transporter otherwise agrees.

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*FERC Docket: RP10-567-000*

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

RATE SCHEDULE NNTS  
NO NOTICE TRANSPORTATION SERVICE  
(continued)

6. MONTHLY BILL (continued)

6.3 Other Charges.

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

7. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff, except to the extent otherwise specified, including on and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to the services rendered under this Rate Schedule and, by this reference, are hereby made a part hereof.

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*FERC Docket: RP03-239-000*

**Sheet Nos. 135 - 145** Sheet Nos. 135 - 145 :    Effective

Sheet Nos. 135 through 145  
are reserved for future use.

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**First Revised Sheet No. 146** First Revised Sheet No. 146 : Effective

Superseding: Original Sheet No. 146

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party requesting service hereunder (hereinafter referred to as Shipper) on a firm, self-implementing basis when

- (a) Transporter has received a complete request for such service via electronic means using the Internet, unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 697 of this Tariff;
- (b) Transporter has reviewed the request and has determined that it will have sufficient available and uncommitted capacity to perform the firm service requested by Shipper and that the service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations; and
- (c) Shipper and Transporter have executed a Service Agreement for this service as provided under this Rate Schedule, in the form commencing on Sheet No. 756 of this Tariff; which shall be via electronic means using the Internet, unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 Transporter shall provide firm service under this Rate Schedule, except as provided herein and in Transporter's General Terms and Conditions, in order to allow Shipper to meet unscheduled delivery requirements or supply shortages during the Reverse Withdrawal Period to meet peak demands or swings in demand, subject to the specified limits of service and the applicable terms and conditions of this Tariff.
- 2.2 Service hereunder shall consist of:
  - (a) the withdrawal of Gas from storage at Storage Points of Withdrawal and the transportation and delivery of such Gas to Shipper or for Shipper's account during the Reverse Withdrawal Period at the Primary Delivery Point(s) specified in the Service Agreement, all on a no-notice basis, in quantities up to the applicable Contract Limitations and in accordance with the Service Agreement and this Tariff; and

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

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) the subsequent, during the Reverse Injection Period, receipt, transportation to Storage Points of Injection and acceptance by Transporter of Gas quantities for injection into storage to replace the quantities withdrawn and delivered during the prior Reverse Withdrawal Period, up to the applicable Contract Limitations and in accordance with the Service Agreement and this Tariff.

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Original Sheet No. 148 Original Sheet No. 148 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.3 Transporter shall not be required, except to the extent it has accepted confirmed nominations for authorized overrun service under this Rate Schedule, to: (a) withdraw for delivery hereunder on any Day during the Reverse Withdrawal Period any quantity requested in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ) or, on a cumulative basis, in excess of Shipper's Maximum Seasonal Withdrawal Quantity (MSWQ); (b) receive, transport and accept on any Day during the Reverse Injection Period any quantity tendered for injection hereunder in excess of Shipper's Maximum Daily Injection Quantity (MDIQ) or, on a cumulative basis, in excess of the quantity withdrawn and delivered under the Service Agreement during the prior Reverse Withdrawal Period (i.e., the RSS Balance as of October 31); or (c) deliver Gas at Delivery Points or accept Gas at Receipt Points on a basis which is not consistent with this section and Section 3 of this Rate Schedule and the related General Terms and Conditions of this Tariff. Service hereunder shall be firm within MDWQ, MSWQ and MDIQ. Gas must be withdrawn before Shipper can tender Gas for injection. Gas may not be injected hereunder during the Reverse Withdrawal Period, nor may Gas be withdrawn during the Reverse Injection Period, as those terms are defined below in this Rate Schedule. Quantities of Gas withdrawn during the prior Reverse Withdrawal Period must be replaced by equivalent quantities injected by the end of the Reverse Injection Period.
- 2.4 Shipper shall request, in accordance with this Tariff, the Point(s) of Receipt, Primary Point(s) of Delivery, Maximum Daily and Seasonal Withdrawal Quantities, Maximum Delivery Obligation(s), Receipt Entitlement(s), Maximum Receipt Obligation(s), and term, as applicable. The Maximum Seasonal Withdrawal Quantity shall be equal to either ten (10) or twenty (20) times the MDWQ and Shipper's request shall designate which quantity it desires. Transporter shall review and process the request to determine if sufficient firm capacity is available and allocate available capacity in accordance with Section 10 of the General Terms and Conditions.

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**Original Sheet No. 149** Original Sheet No. 149 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

The applicable Contract Limitations shall be specified in the Service Agreement. Shipper shall have the right to utilize Secondary Receipt Points, Pools and Additional Individual Receipt Points in accordance with Section 5 of the General Terms and Conditions and consistent with the provisions of this Rate Schedule.

- 2.5 With respect to the transportation component of the service provided under this Rate Schedule, the rights, obligations, limitations and operational conditions and restraints applicable thereto shall be the same as those applicable under Rate Schedule FT, unless otherwise specified in this Tariff. However, for purposes of this Rate Schedule, the term "Contract Limitations" also shall include the quantity limitation applicable to Shipper's injection rights (the RSS Balance at the end of October and the RSS Balance during the Reverse Injection Period).



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RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Further, Transporter's obligation under this Rate Schedule to provide capacity or service at points or on its system up to the various Contract Limitations (e.g., Receipt Entitlement, MRO, MDO, Secondary MDQ) shall not be applicable for each Day of the Reverse Storage Contract Year but rather shall be subject to the aggregate quantity and time period limitations established by the MDWQ, MSWQ, the MDIQ and/or the RSS Balance.

- 2.6 The term of each Service Agreement under this Rate Schedule shall commence at the beginning of a Reverse Storage Contract Year, except as provided in Section 5.3 of this Rate Schedule, and shall extend through one or more Reverse Storage Contract Years.
- 2.7 Transporter is not providing a Gas supply service under this Rate Schedule. This service will be provided through the management by Transporter of its storage operations (including in-field transfers), system assets and its cushion and system management Gas. Transporter shall have the right during the Reverse Withdrawal Period to credit scheduled injections into storage by Shippers under Rate Schedule FSS by means of in-field transfers from Transporter's cushion Gas to the applicable Working Gas Quantity accounts of the Rate Schedule FSS Shippers to avoid the need to physically withdraw quantities for Rate Schedule RSS deliveries. Similarly, during the Reverse Injection Period, Transporter shall, to the maximum extent possible, use quantities received and scheduled for RSS injections to effect deliveries by displacement of Gas scheduled for withdrawal under Rate Schedule FSS; in such event, Transporter shall credit the Rate Schedule RSS Shippers with injections if, and to the extent that, physical withdrawals from storage for other services were avoided by the displacement transactions.

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**Original Sheet No. 151** Original Sheet No. 151 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.8 For purposes of allocation of capacity under Section 10 of the General Terms and Conditions, and priorities of service for the purposes of scheduling and curtailment under Sections 5 and 10, respectively, of the General Terms and Conditions of this Tariff, firm service hereunder within applicable Contract Limitations shall have the same priority as services under Rate Schedule NNTS. Authorized Overrun Services shall have the same priority as interruptible services under Rate Schedules IT or ISS, as applicable. If the transportation or storage components of the RSS service are released separately, the priority shall be same as services under Rate Schedule FT or FSS, respectively.

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**First Revised Sheet No. 152** First Revised Sheet No. 152

Superseding: Original Sheet No. 152

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.9 Shipper may release all or a portion of its capacity under an RSS Service Agreement to the extent permitted by, and subject to the terms and conditions contained in, this section and Section 19 of the General Terms and Conditions of this Tariff. Also, the Shipper may release separately its RSS transportation and storage rights as described below, provided, however, that such capacity may not be segmented. A Shipper releasing a portion of its total rights under an RSS Service Agreement must designate how any existing RSS Balance, as defined in Section 4 of this Rate Schedule, is to be allocated among itself and the replacement Shipper(s).
- (a) The releasing Shipper may release and assign solely the firm transportation rights underlying its RSS service and any such stand-alone firm transportation rights shall be subject to the same limitations (inter alia, utilization subject to capacity, and time limitations) applicable to the releasing Shipper under Rate Schedule RSS except as may be explicitly provided for herein. The replacement Shipper under any such stand-alone release of transportation rights must comply with nomination and scheduling requirements and Fuel Use and LUFG retentions as would apply to service under Rate Schedule FT. A releasing Shipper may not separately release firm transportation rights which would impair its obligations to replace during the Reverse Injection Period its RSS Balance at the time of the release.
- (b) The releasing Shipper may release and assign solely the storage component (i.e., part or all of its withdrawal rights at Storage Points of Withdrawal during the Reverse Withdrawal Period along with the obligation to tender at Storage Points of Injection during the Reverse Injection Period quantities to replace those withdrawn) underlying its RSS service. The replacement Shipper under any such stand-alone release of storage rights must nominate and have scheduled any desired withdrawals from or injection into its storage account and must provide for Storage Fuel and Storage LUFG retentions in the same manner as required under Rate Schedule FSS and must also separately arrange for transportation of such Gas from Storage Points of Withdrawal or to Storage Points of Injection, as applicable.

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**Original Sheet No. 153** Original Sheet No. 153 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

In the aggregate, separate releases of storage rights may not exceed the aggregate rights of the releasing Shipper under the RSS service (inter alia, no more than the MDWQ, the MSWQ, the MDIQ, or the remaining RSS Balance, no utilization outside the eligible time periods).

- (c) A releasing Shipper may only release its remaining rights (those not previously utilized or released to others) and once it has released its RSS rights (or the stand-alone transportation or storage rights thereunder), the remaining rights of the releasing Shipper shall be deemed reduced to the extent required for the term of the release.

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

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

No release may result in any Shipper or in Shippers in the aggregate (original Shipper together with all replacement Shippers) having rights in excess of those available (under this Tariff and the RSS Service Agreement) to the releasing Shipper prior to any release. Any stand-alone transportation to Storage Points of Injection, whether resulting from a stand-alone release of transportation rights or from separately arranged transportation to effect the return of Gas pursuant to a stand-alone release of the storage rights, shall be subject to the retention of Fuel Use and LUFG in the same percentages as apply to FT or IT transportation to any other Delivery Point and Section 12.1 of the General Terms and Conditions of this Tariff shall not apply to such stand-alone transportation.

- (d) The limitations on utilization of points applicable to the releasing Shipper shall apply to any replacement Shipper(s); provided, however, that the replacement Shipper under a separate release of the transportation component may utilize flexible receipt points or delivery points during the Reverse Withdrawal Period or the Reverse Injection Period, respectively, within the Contract Limitations applicable to the release. If the release terminates or the rights are recalled prior to the end of a Reverse Withdrawal Period, the rights reverting to the releasing Shipper shall be reduced by the quantities of service actually utilized by the replacement Shipper pursuant to the release and, unless otherwise agreed by both the releasing Shipper and the replacement Shipper as a term or condition of the release, the obligation to return any quantities withdrawn prior to the recall or termination shall be on the releasing Shipper. Unless otherwise agreed by both the releasing Shipper and the replacement Shipper(s) as a term or condition of the release, or unless otherwise provided herein, the obligation of the releasing Shipper and any replacement Shipper to return gas during the Reverse Injection Period shall be based on each Shipper's November 1 RSS Balance.

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**Original Sheet No. 155** Original Sheet No. 155 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

3. TERMS AND CONDITIONS:

- 3.1 (a) Service shall be provided hereunder on a no-notice basis only at the Primary Delivery Point(s) and only during the Reverse Withdrawal Period, subject to appropriate arrangements being made with the Operator at the Primary Delivery Point(s) where the Shipper is not the Operator, and only up to the applicable Contract Limitations. Except as otherwise explicitly agreed, for purposes of Section 5.6 of the General Terms and Conditions of this Tariff, if actual deliveries exceed scheduled nominated deliveries under other Rate Schedules during the Withdrawal Period at any Delivery

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RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

3. TERMS AND CONDITIONS (continued)

Point designated under an RSS Service Agreement, such difference between confirmed scheduled nominations for deliveries and actual deliveries at Delivery Points eligible for service under this Rate Schedule shall be treated as a withdrawal from Shipper's RSS storage account on a no-notice basis, within the limits of Shipper's firm withdrawal rights hereunder. It shall be Shipper's responsibility to keep any difference between nominated and actual deliveries within a level which can be accommodated by use of its firm withdrawal rights under this Rate Schedule.

- (b) If Shipper takes action based on inaccurate information provided by Transporter regarding any parameter relevant to its operation under this Rate Schedule (such as Shipper's MDIQ, MDWQ, MSWQ or RSS Balance), and such action results in Shipper exceeding its rights, Transporter will not impose and Shipper shall not incur any charges that it reasonably could have avoided had Transporter provided accurate information; provided, however, such charges will be applicable to the extent that the inaccurate information provided by Transporter resulted from Shipper's failure to provide Transporter accurate information within its control on a timely basis.

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Original Sheet No. 157 Original Sheet No. 157 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

3. TERMS AND CONDITIONS (continued)

- (c) Shipper must nominate all receipts for transportation to Storage Points of Injection for injections and any authorized Overrun Service or service at Secondary Delivery Points.
- 3.2 The Primary Delivery Point(s), and the applicable Maximum Delivery Obligations (MDO) for all Gas delivered by Transporter to Shipper (or to a third party on behalf of Shipper) hereunder shall be specified in the RSS Service Agreement. The sum of the MDOs at Primary Delivery Points may not exceed the applicable Maximum Daily Withdrawal Quantity.
- 3.3
  - (a) The Receipt Points for withdrawal service hereunder shall be the Storage Points of Withdrawal and the Delivery Point for quantities being tendered for injection shall be the Storage Points of Injection. Each RSS Service Agreement shall have such Storage Point(s) of Withdrawal and Injection as the Receipt Point for the Reverse Withdrawal Period, and Delivery Point for the Reverse Injection Period, respectively, and will be subject to the limitations and conditions (including quantities and priorities) specified in the General Terms and Conditions of this Tariff relating to such points.
  - (b) While such storage points are not physical points, the Storage Points of Withdrawal and the Storage Points of Injection hereunder shall be treated as primary points for the Reverse Withdrawal Period or the Reverse Injection Period, as applicable, for scheduling, curtailment and similar purposes, subject to applicable Contract Limitations. When Shipper requests transportation and injection into Storage of Gas during the Reverse Injection Period, it shall designate "Storage Points of Injection" and the applicable quantity on its delivery nomination submitted pursuant to Section 5.5 of the General Terms and Conditions of this Tariff.



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RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

3. TERMS AND CONDITIONS (continued)

- (c) By mutual agreement and on a basis which is not unduly discriminatory, Transporter may accept Gas tendered during the Reverse Injection Period by Shipper for injection at point(s) other than the Delivery Point specified above, including via in-field transfers in the manner provided in Section 8 of Rate Schedule FSS, if accepting Gas at such alternative point(s) is operationally beneficial to Transporter's system.

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Original Sheet No. 159 Original Sheet No. 159 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

3. TERMS AND CONDITIONS (continued)

- 3.4 Shipper shall make all necessary arrangements separately upstream of the point where Gas is tendered to Transporter. Shipper is also responsible for all arrangements downstream of the Delivery Point(s). Such arrangements must be consistent with this Rate Schedule RSS and must be coordinated with Transporter, subject to the no-notice aspects of the service being provided under the RSS Service Agreement. To be eligible for service hereunder, Shipper or its supplier or purchaser must comply with all applicable provisions of any separate transportation Agreement(s) and any applicable Rate Schedule(s) and the applicable General Terms and Conditions of this Tariff.
- 3.5 Shipper must provide Gas for injection by the end of the Reverse Injection Period sufficient to replace Gas withdrawn during the prior Reverse Withdrawal Period, as set out in Section 2.3 of this Rate Schedule RSS. Shipper must have an RSS Balance of zero at the end of the term of a RSS Service Agreement. If at any time service pursuant to this Rate Schedule RSS and/or a RSS Service Agreement is canceled or terminates prior to the end of the term specified in the RSS Service Agreement, Shipper shall be required to eliminate any then-remaining RSS Balance over a period of time determined by dividing: (a) the RSS Balance, by (b) fifty percent (50%) of Shipper's MDWQ. If Transporter is unable to accept any volume tendered by Shipper, up to fifty percent (50%) of Shipper's MDWQ, the period shall be extended accordingly.
4. DEFINITIONS:
- 4.1 Maximum Daily Withdrawal Quantity (MDWQ) shall mean the maximum daily quantity of Gas which Shipper has a firm right to have withdrawn and delivered at the Primary Delivery Point(s) during the Reverse Withdrawal Period. The MDWQ during all other periods is zero.

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**First Revised Sheet No. 160** First Revised Sheet No. 160 : Effective

Superseding: Original Sheet No. 160

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

4. DEFINITIONS (continued)

- 4.2 Maximum Seasonal Withdrawal Quantity (MSWQ) shall mean the maximum aggregate or cumulative quantity which Shipper has a firm right to have withdrawn and delivered at the Primary Delivery Point(s) over the entire Reverse Withdrawal Period.
- 4.3 Maximum Daily Injection Quantity (MDIQ) shall mean the maximum daily quantity which Shipper has a firm right to tender for receipt at Primary Receipt Points or Pools within a Receipt Entitlement, transport and delivery to and injection into storage at Storage Points of Injection, such maximum to be determined as follows: the RSS Balance as of the end of October divided by 30; provided however, over the Reverse Injection Period, Shipper shall have no right to inject, on an aggregate basis, more or less Gas than withdrawn during the prior Reverse Withdrawal Period and the MDIQ shall be subject to such limitation. The MDIQ under this Rate Schedule for any other period of the Storage Contract Year shall be zero.

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Original Sheet No. 161 Original Sheet No. 161 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

4. DEFINITIONS (continued)

- 4.4 RSS Balance shall mean the aggregate withdrawals actually made as of any point in time (reduced by aggregate injections made as of that date) by Shipper under a RSS Service Agreement.
- 4.5 Reverse Injection Period shall mean the period November 1 through the following last Day of February.
- 4.6 Reverse Withdrawal Period shall mean the period June 1 through the following October 31.
- 4.7 Reverse Storage Contract Year shall mean the period June 1 of the calendar Year through May 31 of the following calendar Year.
- 4.8 Any other defined terms shall have the meanings specified in Rate Schedules FT or FSS, or Section 1 of the General Terms and Conditions of this Tariff, as applicable.

5. RATES:

- 5.1 The rates charged for service hereunder each Service Month shall consist of:
  - (a) Reservation Fee: The currently effective applicable Reservation Fee (based on the MSWQ option selected) shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (c) Overrun Rate: The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.

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**Original Sheet No. 162** Original Sheet No. 162 :    Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

5.    RATES    (continued)

- 5.2    Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities withdrawn and delivered during the Reverse Withdrawal Period. Such retentions shall reduce the quantity available for delivery to Shipper.

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Original Sheet No. 163 Original Sheet No. 163 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

5. RATES (continued)

- 5.3 Reservation Fee Billing Option: In lieu of billing and paying a uniform monthly Reservation Fee, Shipper may elect, prior to each Reverse Storage Contract Year to establish an alternative billing pattern as set forth below using flexible maximum reservation charges derived from the maximum uniform charges for service shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. The total annual Reservation Fees resulting from this flexible billing option shall equal the total Reservation Fees Shipper would pay under standard uniform billing for the same annual period. Under this billing option, Shipper may choose to shift forward all or part of its annual Reservation Fee payment obligation to the Months of utilization (i.e., the Reverse Withdrawal Period) or to such other Months as Shipper may prefer. The optional billing pattern shall be set forth in the Service Agreement. If Transporter determines that sufficient capacity remains available and agrees to enter into a Service Agreement after the start of the Reverse Storage Year (but during the Reverse Withdrawal Period), then Shipper will be deemed to have elected flexible billing of the Reservation Fee under this option in order that its total Reservation Fee payment obligation for the period from the start of the Service Agreement to the end of the current Reverse Storage Contract Year shall be equal to its annual payment obligation if the Service Agreement had been in effect from the beginning of the Reverse Storage Contract Year.

6. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, as on file and in effect from time to time, in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

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**Original Sheet No. 164** Original Sheet No. 164 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

7. MONTHLY BILL:

7.1 Calculations. The bill for a Service Month shall be the sum of:

- (a) The product of the applicable Reservation Fee (the Reservation Fee shall be dependent on the MSWQ option selected and whether Shipper elects an optional billing pattern) and each Dth of Maximum Daily Withdrawal Quantity; and
- (b) The Commodity Rate, multiplied by the total Dth of Gas delivered during the Service Month under the Service Agreement.
- (c) The product of the Overrun Rate and each Dth of Gas scheduled during the Service Month for either transportation and injection, or withdrawal from storage and transportation to the Delivery Point(s), in accordance with the Overrun Service provisions of this Rate Schedule.

7.2 Overrun Service. During the Reverse Withdrawal Period, Transporter may (but is not obligated to), upon request from Shipper, withdraw and deliver as authorized Overrun Service those quantities in excess of a Shipper's MDWQ and/or MSWQ. Transporter may (but is not obligated to), upon request from Shipper, receive for injection hereunder during the Reverse Injection Period as authorized Overrun Service quantities in excess of Shipper's MDIQ. Such requests can be granted when, in Transporter's reasonable judgment, the capacity, operating capability and management of Gas and storage operations on its system will permit without impairing the ability of Transporter to meet its other service obligations of higher priority; provided, however, that in no event will Shipper be allowed to inject by the end of the Reverse Injection Period a quantity of Gas which does not equal Shipper's RSS Balance as of the end of October.

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**Original Sheet No. 165** Original Sheet No. 165 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

7. MONTHLY BILL (continued)

Any such authorized Overrun Service shall be performed on a fully interruptible basis and Shipper shall pay the Overrun Rate as set forth hereinabove for such services, including such services provided during the Reverse Injection Period which are scheduled with Storage Points of Injection as the Delivery Point notwithstanding the provisions of Section 12.1 of the General Terms and Conditions of this Tariff.

- 7.3 Unauthorized Service. Except as may occur pursuant to the Overrun Service provisions above, if Shipper on any Day exceeds the MDWQ, the MSWQ, the MDO, the remaining RSS Balance and/or the MDIQ, as applicable, such quantities shall be allocated to and deemed delivered under Shipper's Service Agreement under Rate Schedule FT or Rate Schedule IT in effect for the Delivery Point. For purposes hereof, if Shipper does not have a Rate Schedule FT or IT Service Agreement in effect for such Delivery Point, then any such unauthorized quantities will be deemed delivered pursuant to Rate Schedule IT and such quantities will be treated as unauthorized Overrun Gas subject to the applicable Excess Contract Quantities Rate and the balancing provisions applicable to services under Rate Schedule IT, including unauthorized receipts during the Reverse Injection Period, notwithstanding the provisions of Section 12.1 of the General Terms and Conditions of this Tariff and any such unauthorized service shall be subject to the same Fuel Use and LUGF retentions as apply to IT service to other Delivery Points.



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**Original Sheet No. 166** Original Sheet No. 166 : Effective

RATE SCHEDULE RSS  
REVERSE STORAGE SERVICE  
(continued)

7. MONTHLY BILL (continued)

7.4 Deficient Injection Charge. If by the close of the Reverse Injection Period, or the period of time specified in Section 3.5 above, Shipper fails to tender sufficient quantities of Gas for injection to reduce its RSS Balance to zero, a Deficient Injection Charge shall be added to the bill which Shipper must pay. Such charge shall be calculated by multiplying the RSS Balance on the end date by one hundred fifty percent (150%) of the highest of the applicable Index Prices for any Month during the previous Reverse Withdrawal Period in which Shipper took deliveries under the Service Agreement or any Month during the Reverse Injection Period thereafter.

7.5 Other Charges. A bill for a Service Month may also include amounts attributable to filing and other fees and charges as provided by this Tariff.

8. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff, except to the extent otherwise specified, including on and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to the services rendered under this Rate Schedule and, by this reference, are hereby made a part hereof.

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*FERC Docket: RP03-239-000*

**Sheet Nos. 167 - 176** Sheet Nos. 167 - 176 :    Effective

Sheet Nos. 167 through 176  
are reserved for future use.

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FERC Docket: RP96-200-120

**First Revised Sheet No. 177** First Revised Sheet No. 177 : Effective

Superseding: Original Sheet No. 177

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests storage of Gas on a firm, self-implementing basis from Transporter when:

- (a) Transporter determines that storage service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for storage service containing the items listed commencing on Sheet No. 697 of this Tariff via electronic means using the Internet, unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that, effective as of the beginning of the next Storage Contract Year, sufficient firm capacity exists to perform the firm storage service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for firm storage service in the form commencing on Sheet No. 756 of this Tariff via electronic means using the Internet, unless Transporter otherwise agrees. For written agreements, the requirements of this Section 1(d) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper, subject to Shipper's prompt transmittal of duplicate executed originals of such Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the storage of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for storage service each Day on a firm basis of quantities up to the Maximum Storage Quantity, the Maximum Daily Injection Quantity, the Maximum Deliverability Quantity and/or the Maximum Daily Withdrawal Quantity, as applicable, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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**First Revised Sheet No. 178** First Revised Sheet No. 178

Superseding: Original Sheet No. 178

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Service hereunder shall consist of:

- (a) the receipt during the Injection Period of Gas by Transporter for Shipper's account at the Storage Point(s) of Injection in quantities up to the Maximum Storage Quantity and at rates up to the Maximum Daily Injection Quantity and

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Superseding: Original Sheet No. 179

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Maximum Monthly Injection Quantity, in accordance with a Service Agreement;

- (b) the injection and storage of Gas in Transporter's storage facilities; and
- (c) the tender during the Withdrawal Period of Gas by Transporter for Shipper's account at the Storage Point(s) of Withdrawal at rates up to the Maximum Daily Withdrawal Quantity, provided that quantities requested by Shipper during the Withdrawal Period shall not exceed the quantities stored on behalf of Shipper, nor shall the quantities requested by Shipper during any Service Month exceed the Maximum Monthly Withdrawal Quantity, in accordance with a Service Agreement.

2.2 Service under this Rate Schedule during the Injection Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Injection Quantity, provided that injections are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Injection Quantity, and that Shipper separately arranges and properly provides transportation to Storage Points of Injection. Service under this Rate Schedule during the Withdrawal Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Withdrawal Quantity, provided that withdrawals are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Withdrawal Quantity, and that Shipper separately arranges and properly provides transportation from Storage Points of Withdrawal. Transporter shall use reasonable efforts to effectuate Shipper's request for Withdrawal Period injections and Injection Period withdrawals, up to the contract quantities identified in Section 2.8 hereof, in accordance with Section 2.10 of this Rate Schedule.

2.3 Service under this Rate Schedule does not include transportation to or from Storage Points of Injection and Storage Points of Withdrawal. Shipper shall be

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Superseding: Original Sheet No. 180

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2.      APPLICABILITY AND CHARACTER OF SERVICE (continued)

responsible for making arrangements for such transportation pursuant to Transporter's Rate Schedule FT (except as provided in Section 2.9 below). Such transportation shall be for at least the full term of the Service Agreement under Rate Schedule FSS and shall be sufficient to transport on any Day the Maximum

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**Second Revised Sheet No. 181** Second Revised Sheet No. 181

Superseding: First Revised Sheet No. 181

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Deliverability Quantity from Storage Points of Withdrawal.  
Scheduling of requested injections or withdrawals hereunder shall be subject to confirmation of the required scheduled transportation service.

- 2.4 During the Injection Period Shipper shall tender to Transporter for injection into storage quantities equal to but not less than the Minimum Monthly Injection Quantity. During the Withdrawal Period Shipper shall receive deliveries from storage of quantities equal to but not less than the Minimum Monthly Withdrawal Quantity.
- 2.5 Shipper shall use best efforts to reduce the Working Gas Quantity to zero (0)Dth by the end of the last Day of each Storage Contract Year and in no event shall Shipper's Working Gas Quantity on such date exceed thirty-one percent (31%) of its Working Gas Quantity as of November 1 of such Storage Contract Year. With respect to all Gas remaining in storage for Shipper's account at the end of the Storage Contract Year, Shipper shall, within thirty (30) Days following expiration or termination of the Service Agreement, withdraw from storage all of such Gas. If Shipper fails for any reason to withdraw such Gas within the thirty (30) Day period, then Transporter may retain possession of and title to all such remaining Gas and Shipper shall relinquish all claims thereto provided that such thirty (30) Day period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal.
- 2.6 Transporter's obligation to perform firm services hereunder is conditioned upon the satisfaction by Shipper, notwithstanding any excuse for nonperformance otherwise applicable, of all of its obligations, including, but not limited to, the foregoing injection and withdrawal obligations, under the Service Agreement, this Rate Schedule and the Service Agreement(s) and Rate Schedule(s) pursuant to which transportation to and from storage is provided,

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RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

as well as the General Terms and Conditions of this Tariff.

- 2.7 A Service Agreement under this Rate Schedule must commence at the beginning of a Storage Contract Year and continue for a term of one or more Storage Contract Years.
- 2.8 The Maximum Storage Quantity, the Maximum Injection Quantity and the Maximum Deliverability Quantity shall be specified in the Service Agreement.
- 2.9 A Shipper may designate Transporter's Bistineau Storage Field as a specific Storage Point of Withdrawal for delivery of stored Gas into Gulf South Pipeline Company facilities provided that Transporter shall determine and post on its Internet Web Site during the Withdrawal Period the aggregate daily quantity of Gas available for withdrawal at Bistineau by Shippers under this Rate Schedule. Transporter will determine such available withdrawal quantity by analyzing working Gas balances and current deliverability of Gas at Bistineau and on the system as a whole and anticipated operating conditions and requirements in the portion of the system affected by Bistineau operations. Any quantities requested for withdrawal at Bistineau must not exceed the quantity limitations provided for in this Rate Schedule and Shipper's Service Agreement and if Transporter receives requests for withdrawal in excess of the posted available quantities at Bistineau, the quantities available shall be allocated pro rata based on each Shipper's Maximum Daily Withdrawal Quantity.
- 2.10 Shipper may request the right to inject Gas into storage during the Withdrawal Period and withdraw gas from storage during the Injection Period, up to the applicable contract quantities specified in Section 2.8 of this Rate Schedule. Transporter shall employ reasonable efforts to grant Shipper's request to inject and withdraw outside the applicable periods subject to operational considerations, available capacity and conditions on Transporter's system. At no time shall Transporter have an obligation to



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RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

provide or continue such service if to do so would be inconsistent with the principles set forth in Section 20.1 of the General Terms and Conditions. Under any circumstances, the aggregate quantities available on any Day to all Rate Schedule FSS Shippers for such activities shall not exceed 50,000 Dth for injections and 100,000 Dth for withdrawals. For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions, injections during the Withdrawal Period and withdrawals during the Injection Period under this Rate Schedule within aggregate available quantity limitations shall have priority over injections and withdrawals under Rate Schedule ISS, and if Transporter receives requests for injections and withdrawals in excess of the capacity available for such service, available capacity shall be allocated pro rata based on each Shipper's nomination. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice to withdraw all or part of such quantities and Shipper shall be obligated to do so within thirty (30) Days after such notice. If Shipper fails for any reason to withdraw such Gas within such period, then Transporter may retain possession of and title to such quantities and Shipper shall relinquish all claims thereto, provided that such period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.10 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including, without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.

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**Original Sheet No. 184** Original Sheet No. 184 :    Effective

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

3.     RATES:

3.1    The rate charged for service hereunder shall consist of:

- (a)    Deliverability Fee: The currently effective Deliverability Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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Superseding: Original Sheet No. 185

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

3. RATES (continued)

- (b) Capacity Fee: The currently effective Capacity Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Storage Fee: The currently effective Storage Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Overrun Rate: The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.
- (e) Cycling Penalty Charge: The currently effective Cycling Penalty Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.
- (f) Excess Service Rate: The currently effective Excess Service Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, as applicable.
- (g) Deliverability Fee Adjustment Rate: The currently effective Deliverability Fee Adjustment Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.

- 3.2 Storage Fuel Use and LUFG. Shipper shall provide Storage Fuel Use and LUFG in-kind in the percentages shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities scheduled and/or received for injection into storage; provided, however, if, and to the extent that, Transporter uses such quantities to effect deliveries by displacement pursuant to Section 2.7 of Rate Schedule RSS, thereby reducing the quantities which otherwise would require physical injection into Storage, then Transporter shall adjust Shipper's Working Gas Quantity to reflect the reduced Storage Fuel Use and LUFG retention required. Shipper hereby authorizes Transporter to make such in-field transfers of Gas as may be required to effect the displacement transactions described in Section 2.7 of Rate Schedule RSS.

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**Original Sheet No. 186** Original Sheet No. 186 :    Effective

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

4.    FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under

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**First Revised Sheet No. 187** First Revised Sheet No. 187

Superseding: Original Sheet No. 187

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

4. FLEXIBILITY OF RATES (continued)

this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, as on file and in effect from time to time, in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

- (a) The product of the Deliverability Fee and each Dth of the Maximum Deliverability Quantity,
- (b) The product of the Capacity Fee and each Dth of the Maximum Storage Quantity,
- (c) The product of the Storage Fee and each Dth of Gas scheduled and received for injection into storage during the Service Month,
- (d) The product of the Overrun Rate and each Dth of Gas scheduled during the Service Month for either injection, or withdrawal from storage, in accordance with the Storage Overrun Service provisions of this Rate Schedule.

5.2 Adjustments.

- (a) Failure to Deliver Maximum Daily Withdrawal Quantity:  
Except as provided in Section 2.10 of this Rate Schedule, if during one or more Days in the Service Month during the Withdrawal Period Transporter is unable to tender to a Shipper which is paying the maximum rate the Gas nominated and scheduled and held in storage by Transporter for the account of Shipper, up to the applicable Maximum Daily Withdrawal Quantity, then, for Shippers paying the maximum rate, the bill for the Service Month shall be

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RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

5. MONTHLY BILL (continued)

adjusted by subtracting the product of the total Dth of Gas which Transporter was unable to tender and the currently effective Deliverability Fee Adjustment Rate. For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.

- (b) Excess Service Charge: Except as may occur pursuant to the Storage Overrun Service provisions of this Rate Schedule, or unless Transporter waives all or part of such Excess Service Charge, if during any Service Month during the Withdrawal Period, Shipper receives in excess of one hundred two percent (102%) of the Maximum Monthly Withdrawal Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), Shipper shall be billed an amount equal to the product of the total Dth of Gas taken in excess of 102% of the Maximum Monthly Withdrawal Quantity or other authorized amount, as applicable, and the applicable Excess Service Rate.
- (c) Cycling Penalty: If a Shipper fails to reduce its Working Gas Quantity by the end of the Storage Contract Year to a quantity equal to or less than thirty-one percent (31%) of its Working Gas Quantity as of November 1 of such Storage Contract Year, then Shipper shall be billed an amount equal to the product of the total Dth of Working Gas Quantity in excess of thirty-one percent (31%) of the Working Gas Quantity in storage as of November 1 of such Storage Contract Year and the Cycling Penalty Charge.

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Superseding: Original Sheet No. 189

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

5. MONTHLY BILL (continued)

5.3 Storage Overrun Service.

Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to inject quantities of Gas for Shipper's account on any Day during the Injection Period in excess of the Maximum Daily Injection Quantity, to withdraw quantities of Gas from storage for Shipper on any Day during the Withdrawal Period in excess of the Maximum Daily Withdrawal Quantity, to inject quantities of Gas for Shipper's account during any Month during the Injection Period in excess of the Maximum Monthly Injection Quantity, to withdraw quantities of Gas from storage for Shipper during any Month during the Withdrawal Period in excess of the Maximum Monthly Withdrawal Quantity or, if injecting or withdrawing outside the applicable periods, to inject or withdraw quantities in excess of applicable contract quantities. Transporter may render the requested service on an interruptible basis subject to the terms of Rate Schedule ISS, as applicable, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations. Shipper shall pay an Overrun Rate pursuant to Section 5 of this Rate Schedule for such service. Under no circumstances may Shipper request Transporter to withdraw or receive as withdrawal from Storage Gas in excess of the total quantities stored at such time on its behalf or the Maximum Storage Quantity.

5.4 Other Charges.

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

6. INJECTION AND WITHDRAWAL SCHEDULES:

6.1 Injection Schedule.

Gas will be injected by Transporter on behalf of Shipper subject to the following limitations and requirements:

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**Second Revised Sheet No. 190** Second Revised Sheet No. 190

Superseding: First Revised Sheet No. 190

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

5. MONTHLY BILL (continued)

- (a) The Minimum Daily Injection Quantity shall equal 0 Dth during the Months of April, May, June and July and 10% of the Maximum Injection



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FERC Docket: RP10-567-000

**Second Revised Sheet No. 191** Second Revised Sheet No. 191

Superseding: First Revised Sheet No. 191

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

6. INJECTION AND WITHDRAWAL SCHEDULES (continued)

Quantity during each of the Months of August, September and October.

- (b) There is no Minimum Monthly Injection Quantity.
- (c) The Maximum Daily Injection Quantity during each of the Months of April, May, June and July shall equal 40% of the Maximum Injection Quantity and during each of the Months of August, September and October shall be equal to the Maximum Injection Quantity.
- (d) The Maximum Monthly Injection Quantity shall equal 15% of the Maximum Storage Quantity during each of the Months of April, May, June and July, and 30% of the Maximum Storage Quantity during each of the Months of August, September and October; provided, however, that in the event Gas remained in storage for Shipper's account at the end of the previous Storage Contract Year, the Maximum Monthly Injection Quantity for each of the Months of April, May, June and July shall be calculated by the formula:

$(10\% \times \text{Maximum Storage Quantity}) - (\text{quantity of Gas remaining at end of prior Storage Contract Year} \div 7).$

6.2 Withdrawal Schedule.

Gas will be withdrawn by Transporter on behalf of Shipper subject to the following limitations and requirements:

- (a) There is no Minimum Monthly Withdrawal Quantity.

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**First Revised Sheet No. 192** First Revised Sheet No. 192  
Superseding: Original Sheet No. 192

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

6. INJECTION AND WITHDRAWAL SCHEDULES (continued)

- (b) The Maximum Monthly Withdrawal Quantity during any Month during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the first Day of such Month and (ii) 40% of Shipper's Working Gas Quantity as of November 1.
- (c) The Maximum Daily Withdrawal Quantity on any Day during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the beginning of such Day and (ii) the Maximum Deliverability Quantity, provided that:
  - (i) If Shipper's Working Gas Quantity on any Day is less than 50% but 40% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 85% of the Maximum Deliverability Quantity;
  - (ii) If Shipper's Working Gas Quantity on any Day is less than 40% but 20% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 70% of the Maximum Deliverability Quantity; and
  - (iii) If Shipper's Working Gas Quantity on any Day is less than 20% of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 55% of the Maximum Deliverability Quantity.

7. DEFINITIONS:

- 7.1 Storage Points of Injection shall mean the points on Transporter's system where Transporter receives Gas for storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis.
- 7.2 Storage Points of Withdrawal shall mean the points on Transporter's system where Transporter tenders Gas withdrawn from storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis except as provided in Section 2.9 of this Rate Schedule.

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**First Revised Sheet No. 193** First Revised Sheet No. 193

Superseding: Original Sheet No. 193

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

7. DEFINITIONS (continued)

- 7.3 Maximum Injection Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to receive on any Day during the Injection Period for injection into storage on a firm basis and outside the Injection Period, on the basis set forth in Section 2.10 of this Rate Schedule. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 90.
- 7.4 Maximum Daily Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper on any given Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.5 Maximum Monthly Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper during any given Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.6 Minimum Daily Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter on any Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.7 Minimum Monthly Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter during each Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.8 Maximum Deliverability Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to tender at the Storage Points of Withdrawal. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 45.

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**First Revised Sheet No. 194** First Revised Sheet No. 194

Superseding: Original Sheet No. 194

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

7.     DEFINITIONS (continued)

- 7.9    Maximum Daily Withdrawal Quantity shall mean the maximum Dth as provided in this Rate Schedule, which Transporter agrees to tender at the Storage

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**First Revised Sheet No. 195** First Revised Sheet No. 195

Superseding: Original Sheet No. 195

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

7. DEFINITIONS (continued)

Points of Withdrawal on behalf of Shipper on any given Day during the Withdrawal Period.

- 7.10 Maximum Monthly Withdrawal Quantity shall mean the maximum Dth as provided in this Rate Schedule, which Transporter agrees to tender at the Storage Points of Withdrawal on behalf of Shipper during any Month during the Withdrawal Period.
- 7.11 Minimum Monthly Withdrawal Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to receive from Transporter during each Month during the Withdrawal Period at the Storage Points of Withdrawal.
- 7.12 Maximum Storage Quantity shall mean the maximum Dth stipulated in the Service Agreement which Transporter shall agree to store.
- 7.13 Storage Contract Year shall mean the period from April 1 of the calendar Year through March 31 of the following calendar Year.
- 7.14 Injection Period shall mean the period from April 1 of each Storage Contract Year through October 31 of the same Storage Contract Year.
- 7.15 Withdrawal Period shall mean the period from November 1 of each Storage Contract Year through March 31 of the same Storage Contract Year.
- 7.16 Working Gas Quantity shall mean the quantity of Gas held in storage for Shipper's account at the start of any given Day determined using Transporter's best estimates.

8. IN-FIELD TRANSFERS:

Shipper may transfer title to all or part of the Gas comprising Shipper's Working Gas Quantity to Transporter or another party, provided that Shipper has all necessary authority to sell the Gas and the purchasing party, if not Transporter, has an executed storage Service Agreement with Transporter in place under Rate Schedules FSS and/or ISS and further provided that such transfer would not

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**Second Revised Sheet No. 196** Second Revised Sheet No. 196

Superseding: First Revised Sheet No. 196

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

8. IN-FIELD TRANSFERS (continued)

result in either Shipper exceeding or failing to meet any maximum or minimum quantity requirements or limitations applicable under its Service Agreement. If such transfer of title shall occur, the original Shipper shall be responsible for all applicable storage charges up to the date of such transfer, and the succeeding Shipper shall be responsible for all storage charges applicable to such Gas under its Service Agreement on and after the date of transfer.

Transferor and transferee shall notify Transporter of the proposed sale, and the transfer shall be effective upon actual receipt of notice by Transporter. Such notification must be accompanied by valid nomination revisions to the extent such in-field transfer affects previously submitted nominations. Such notification shall be in writing (and may be transmitted to Transporter by facsimile), shall be signed by transferor and transferee, and shall state:

- (a) the effective date of the proposed transfer;
- (b) the quantity of Gas to be sold; and
- (c) the requirements of this Section 8 have been met; and
- (d) each Shipper's storage service rights and obligations will be subject to the provisions of this Rate Schedule and the terms and conditions of Transporter's Tariff.

Upon actual receipt of such notification, Transporter may act in reliance thereon without liability in damages to either Shipper. Such transfers shall be subject to the terms and conditions of this Tariff as applicable. Nothing herein shall limit Transporter's right to utilize in-field transfers for system operations purposes in accordance with the provisions of Section 20.4(e) of the General Terms and Conditions. Transporter will post on its Internet Web Site notice of any in-field transfer made for system operations purposes.

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*FERC Docket: RP03-239-000*

**Original Sheet No. 197** Original Sheet No. 197 :    Effective

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(continued)

9.            GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except as otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, are applicable to storage service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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*FERC Docket: RP03-239-000*

**Sheet Nos. 198 - 208** Sheet Nos. 198 - 208 :    Effective

Sheet Nos. 198 through 208  
are reserved for future use.



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**First Revised Sheet No. 209** First Revised Sheet No. 209 : Effective

Superseding: Original Sheet No. 209

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests storage of Gas on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that storage service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for storage containing the items listed commencing on Sheet No. 697 of this Tariff via electronic means using the Internet unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible storage service requested; and
- (d) Shipper and Transporter have either executed a Service Agreement for interruptible storage service in the form commencing on Sheet No. 756 of this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees. For written agreements, the requirement of this Section 1(d) shall be satisfied if Shipper has tendered (including, via facsimile) a letter or other writing evidencing the agreement of Shipper to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the storage of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for storage service on an interruptible basis of quantities up to the Interruptible Maximum Storage Quantity, the Interruptible Maximum Daily Injection Quantity, or the Interruptible Maximum Daily Withdrawal Quantity, as applicable, and subject to the provisions of the Service Agreement, this Rate Schedule and the General Terms and Conditions of this Tariff.

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**First Revised Sheet No. 210** First Revised Sheet No. 210

Superseding: Original Sheet No. 210

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.1 Service hereunder shall consist of:

- (a) the receipt of Gas by Transporter for Shipper's account at the Storage Point(s) of Injection in quantities up to the Interruptible Maximum Storage Quantity and at rates up to the Interruptible Maximum Daily Injection Quantity in accordance with a Service Agreement;
- (b) the injection and storage of Gas in Transporter's storage facilities by Transporter; and
- (c) the tender of Gas by Transporter for Shipper's account at the Storage Points of Withdrawal at rates up to the Interruptible Maximum Daily Withdrawal Quantity, provided that quantities requested by Shipper shall not exceed the quantities stored on behalf of Shipper, in accordance with a Service Agreement.

2.2 Service under this Rate Schedule shall be interruptible and available only to the extent capacity is available for injection, storage, and withdrawal of Gas. Transporter shall have no obligation to provide service hereunder for or during any Day if it determines that to do so may interfere with its ability to provide firm service or to meet its other obligations or that it may have an adverse effect on Transporter's operations. Service under this Rate Schedule shall be interruptible up to the Interruptible Maximum Daily Injection Quantity, and up to the Interruptible Daily Withdrawal Quantity, as applicable, all in accordance with the provisions of this Rate Schedule.

2.3 Service under this Rate Schedule does not include transportation to or from storage. Shipper shall be responsible for making arrangements for such transportation and such transportation shall be pursuant to Transporter's Rate Schedule IT. Such transportation shall be for at least the full term of the Service Agreement under Rate Schedule ISS and shall be sufficient to

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

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

transport on any Day the Maximum Daily Withdrawal Quantity from Storage Points of Withdrawal. Scheduling of requested injections or withdrawals hereunder shall be subject to confirmation of the required scheduled transportation service.

- 2.4 Transporter at any time may give Shipper notice, via electronic means, to withdraw all or part of its Working Gas Quantity and Shipper shall be obligated to do so within thirty (30) Days after such notice. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice, via electronic means, to withdraw all or part of such quantities and Shipper shall be obligated to do so within forty-eight (48) hours of such notice. Shipper shall use best efforts to reduce the Interruptible Working Gas Quantity to zero (0) Dth by the end of each Storage Contract Year. Shipper shall, within thirty (30) Days following expiration or termination of the Service Agreement or within the applicable period following a request from Transporter, withdraw from storage all or part, as applicable, of the Gas remaining in storage for the account of Shipper. If Shipper fails for any reason to withdraw such Gas within the applicable period, then Transporter may retain possession of and title to all such remaining Gas and Shipper shall relinquish all claims thereto provided that such applicable period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.4 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.
- 2.5 The Interruptible Maximum Storage Quantity shall be specified in the Service Agreement.

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*FERC Docket: RP03-239-000*

**Original Sheet No. 212** Original Sheet No. 212 : Effective

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Interruptible Storage Rate: The currently effective Interruptible Storage Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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**First Revised Sheet No. 213** First Revised Sheet No. 213

Superseding: Original Sheet No. 213

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

3. RATES (continued)

(b) Overrun Rate: The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.

(c) Excess Service Rate: The currently effective Excess Service Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, as applicable.

3.2 Storage Fuel Use and LUFG: Shipper shall provide Storage Fuel Use and LUFG in-kind in the percentage shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities scheduled and/or received for injection into storage.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, as on file and in effect from time to time, in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for the Service Month shall be the sum of:

(a) The product of the Interruptible Storage Rate and the total Dth of Gas scheduled and received for injection into storage during the Service Month;

(b) The product of the Overrun Rate and each Dth of Gas scheduled during the Service Month for either injection into

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RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

5. MONTHLY BILL (continued)

or withdrawal from storage in accordance with the Storage  
Overrun Service provisions of this Rate Schedule.

5.2 Excess Service Charge.

Except as provided pursuant to the Storage Overrun Service provisions of this Rate Schedule, or unless Transporter waives all or part of such Excess Service Charge, if during any Service Month, Shipper receives in excess of 102% of the Interruptible Maximum Daily Withdrawal Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), then Shipper shall be billed an amount equal to the product of the total Dth of Gas taken in excess of 102% of the Interruptible Maximum Daily Withdrawal Quantity or other authorized amount, as applicable, and the applicable Excess Service Rate.

5.3 Storage Overrun Service.

Shipper may request, in accordance with the provisions of Section 5 of the General Terms and Conditions, or Transporter may consent, to inject quantities of Gas for Shipper's account on any Day in excess of the Interruptible Maximum Daily Injection Quantity or to withdraw quantities of Gas from storage for Shipper on any Day in excess of the Interruptible Maximum Daily Withdrawal Quantity. Transporter may render the requested service on an interruptible basis if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations. Shipper shall pay an Overrun Rate pursuant to Section 5 of this Rate Schedule for such overrun service.

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**First Revised Sheet No. 215** First Revised Sheet No. 215

Superseding: Original Sheet No. 215

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

5. MONTHLY BILL (continued)

5.4 Other Charges.

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

6. DEFINITIONS:

6.1 Storage Points of Injection. See Section 7.1 of Rate Schedule FSS.

6.2 Storage Points of Withdrawal. See Section 7.2 of Rate Schedule FSS.

6.3 Interruptible Maximum Daily Injection Quantity shall mean a quantity equal to the Interruptible Maximum Storage Quantity divided by 30.

6.4 Interruptible Maximum Daily Withdrawal Quantity shall mean a quantity equal to the Interruptible Maximum Storage Quantity divided by 30.

6.5 Interruptible Maximum Storage Quantity shall mean the total maximum Dth stipulated in the Service Agreement which Transporter shall agree to store on an interruptible basis.

6.6 Storage Contract Year. See Section 7.13 of Rate Schedule FSS.

6.7 Withdrawal Period. See Section 7.15 of Rate Schedule FSS.

6.8 Interruptible Working Gas Quantity shall mean the quantity of Gas held in storage for Shipper's account at the start of any given Day determined using Transporter's best estimates.

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**Original Sheet No. 216** Original Sheet No. 216 :    Effective

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(continued)

7.    IN-FIELD TRANSFERS:

Shipper may transfer title to all or part of the Gas comprising its Interruptible Working Gas Quantity in accordance with the provisions, and subject to compliance with the terms and conditions, of Section 8 of Rate Schedule FSS, as such provision may be modified to be applicable under this Rate Schedule.

8.    GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except as otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, are applicable to storage service rendered under this Rate Schedule and, by this reference, are made a part hereof.



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**Sheet Nos. 217 - 227** Sheet Nos. 217 - 227 : Effective

Sheet Nos. 217 through 227  
are reserved for future use.

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**First Revised Sheet No. 228** First Revised Sheet No. 228 : Effective  
Superseding: Original Sheet No. 228

RATE SCHEDULE PS  
POOLING SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Pool Manager) that requests pooling service from Transporter when:

- (a) Transporter has received, reviewed and accepted a complete request for service containing the items listed commencing on Sheet No. 697 of this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
- (b) Pool Manager and Transporter have either executed a pooling Service Agreement in the form on Sheet No. 770 of this Tariff, which may be via electronic means using the Internet. For written agreements, the requirements of this Section 1(b) shall be satisfied if Pool Manager has tendered a letter or other writing evidencing its agreement to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement); and
- (c) Pool Manager complies with the provisions of this Rate Schedule, its Service Agreement and all other applicable provisions of this Tariff.

Service under this Rate Schedule shall be subject to interruption, in whole or in part, at any time and available subject to capacity constraints and operational conditions. Transporter shall have no obligation to provide service hereunder on any Day if it determines that to do so may interfere with its ability to meet its other obligations or that it may have an adverse effect on Transporter's operations.

2. APPLICABILITY AND CHARACTER OF SERVICE:

2.1 General.

- (a) Pooling shall consist of the aggregation of supplies from Receipt Point(s) into one or more Pools under Pool Manager's Service Agreement at the initial point of entry into Transporter's Transmission System. Shippers transporting Gas may utilize Pools as Receipt Points under their Service Agreements in accordance with the applicable provisions of this Tariff.

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**Third Revised Sheet No. 229** Third Revised Sheet No. 229

Superseding: Second Revised Sheet No. 229

RATE SCHEDULE PS  
POOLING SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) This Rate Schedule shall apply to the pooling and aggregation of Gas by Transporter pursuant to a Service Agreement providing for such pooling service each Day on an interruptible basis. Additionally, this Rate Schedule shall apply to Pool Transfers, as defined in the General Terms and Conditions of this Tariff, on an interruptible or firm basis, as applicable. Service provided under this Rate Schedule shall be rendered pursuant to the provisions of the Rate Schedule PS Service Agreement and the General Terms and Conditions of this Tariff and either Subpart B or G of Part 284 of the Commission's Regulations.
- (c) A single Service Agreement under this Rate Schedule shall govern multiple Pools and Pooling Areas, with one Pool for each Pooling Area, unless otherwise agreed or required by Transporter.

2.2 Pool Manager's Responsibilities.

- (a) For Shippers transporting Gas under Service Agreements pursuant to Rate Schedules RSS (for deliveries to Storage Points of Injection only), FT, FT-2, EFT, IT, or NNTS or for other Pool Managers for Pool Transfer purposes, nominating the Pool Manager's Pool as a Receipt Point, Pool Manager shall act as such Shippers' designee for purposes of submitting certain receipt nomination and allocation information. A Shipper's submission of a receipt nomination naming a Pool shall be deemed to authorize the applicable Pool Manager to act as Shipper's designee.

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**Fourth Revised Sheet No. 230** Fourth Revised Sheet No. 230

Superseding: Third Revised Sheet No. 230

RATE SCHEDULE PS  
POOLING SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

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

2.3 Pool Receipts and Deliveries.

- (a) Each Pool shall have access to all physical Point(s) of Receipt available to the Pool within the applicable Pooling Area; provided, however, that as provided in Section 2.5 of Rate Schedule PHS, a Pool Manager shall have access to Perryville Hub Receipt Points for purposes of aggregating supplies into any of such Pool Manager's Pools regardless of Pooling Area. Transporter shall provide a master list of generally available Receipt Points for each Pooling Area, via electronic means using the Internet, upon request.
- (b) Subject to capacity constraints and operational conditions from time to time, a Pool Manager may receive under its Service Agreement Gas from Points of Receipt available to the Pool within a Pooling Area or by virtue of Section 2.5 of Rate Schedule PHS, and aggregate and deliver said supplies into the appropriate Pool for such Pooling Area at the initial point of entry into Transporter's Transmission System.
- (c) A Pool Manager may nominate deliveries under its Service Agreement as transfers to other Pools in accordance with Section 5.3(b) of the General Terms and Conditions, subject to applicable limitations, and as receipts for other Shippers under downstream Service Agreements for physical deliveries from Transporter's system and/or deliveries to Storage Points of Injection. Subject to the availability of capacity and prevailing operating conditions on Transporter's system, Transporter shall permit

**First Revised Sheet No. 231** First Revised Sheet No. 231  
Superseding: Original Sheet No. 231

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

and accept nominated and scheduled outgoing Pool Transfer quantities in a manner such that Undersupplies are maintained in the outgoing Pool ("in-whole" basis). Transporter shall not be required to accept predetermined allocation methodologies for Pool Transfers nor separately provide or transmit allocations to Pool Managers relating to Pool Transfers.

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

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**First Revised Sheet No. 232** First Revised Sheet No. 232

Superseding: Original Sheet No. 232

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

2.      APPLICABILITY AND CHARACTER OF SERVICE (continued)

Conditions of this Tariff. For purposes of Section 14.5,  
Transporter may require security as provided for therein, based on  
rates and charges which may be assessed or incurred hereunder.

**First Revised Sheet No. 233** First Revised Sheet No. 233  
Superseding: Original Sheet No. 233

RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

3. RATES AND OTHER CHARGES:

Transporter shall not charge Pool Manager a rate for service under this Rate Schedule except as provided in Section 5.3(b) of the General Terms and Conditions. Pool Manager is subject to and will be invoiced for balancing and other fees, penalties and charges (including for other services provided under other Rate Schedules) in accordance with the General Terms and Conditions of this Tariff. If, with respect to all or particular pooling activities, Transporter has declared curtailment or invoked the provisions of Section 20 of the General Terms and Conditions, and during one or more Days in the Service Month Pool Manager's pooling activities constitute pooling activities that may result in penalties as described in the notice issued by Transporter under Section 22.7 of the General Terms and Conditions, then Pool Manager shall be subject to and pay a charge in an amount equivalent to the sum of the products of:

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

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

multiplied by

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

Transporter may waive all or part of any such charges. Transporter may communicate information about curtailments, activities under Section 20, and authorized and scheduled quantities to Pool Manager via Transporter's Internet Web Site or otherwise during the scheduling process.

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RATE SCHEDULE PS  
POOLING SERVICE  
(continued)

4. GENERAL TERMS AND CONDITIONS:

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



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**Sheet Nos. 235 - 245** Sheet Nos. 235 - 245 : Effective

Sheet Nos. 235 through 245  
are reserved for future use.

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**Third Revised Sheet No. 246** Third Revised Sheet No. 246

Superseding: Second Revised Sheet No. 246

RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests short-term Imbalance resolution service on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that Transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for service, via electronic means using the Internet unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 697 of this Tariff;
- (c) Shipper has, or on the effective date of service hereunder will have, in effect a Service Agreement for transportation under Rate Schedule FT, FT-2, EFT, IT, PHS (wheeling) or PS;
- (d) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (e) Shipper and Transporter have either executed a Service Agreement, or an amendment to an existing Service Agreement, for transportation service under Rate Schedule FT, FT-2, EFT, IT or PS in the applicable form commencing on Sheet No. 728 of this Tariff which provides for interruptible short-term balancing service as an adjunct to such transportation service via electronic means using the Internet unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the short-term advance of Gas by Shipper or Transporter, and the subsequent delivery or return thereof, pursuant to a Service Agreement executed by Transporter and Shipper providing for such services on an interruptible basis, in conjunction with transportation services, up to the Maximum Advance Delivery and/or Advance Receipt Quantities, or such greater quantities agreed to by Transporter, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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Original Sheet No. 247 Original Sheet No. 247 : Effective

RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.2 Service hereunder shall consist of:

- (a) the short-term advance delivery (i.e., prior to the injection of equivalent quantities for Shipper's account into Transporter's system) of Gas by Transporter for Shipper's account at Point(s) of Delivery, and the subsequent return of the advanced Gas ("Advance Delivery"); and
- (b) the short-term advance receipt of Gas by Transporter at Point(s) of Receipt and the subsequent (one or more Days) delivery for Shipper's account at the Point(s) of Delivery ("Advance Receipt"),

all such services to be in accordance with a Service Agreement.

- 2.3 Service under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. Transporter shall have no obligation to provide services hereunder for or during any Day, if it determines that to do so may interfere with its ability to provide services under other Rate Schedules (firm or interruptible) of this Tariff or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- 2.4 Shipper's Service Agreement shall designate whether Shipper may receive Advance Delivery or Advance Receipt services, or both, under this Rate Schedule and the applicable Maximum Advance Receipt or Delivery Quantity(ies).
- 2.5 Any particular Advance Receipt or Advance Delivery services provided under this Rate Schedule shall be for a period of at least one Day to no more than thirty (30) Days, but such period may be extended if Transporter agrees. When Shipper schedules delivery of Gas in its Advance Receipt account, all such quantities shall be deemed as having been received at the Receipt Point(s) at which the Advance Receipt Gas entered Transporter's system. Shipper shall be obligated to return all quantities of Gas advanced by

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RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

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

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

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RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.7 Shipper must return, or have delivered, Gas in its Advance Delivery, or Advance Receipt, as applicable, account (a) by the close of the permitted period as specified in Section 2.5 above or (b) within forty-eight (48) hours (or such longer period as may be specified) of receipt of, and in accordance with, a notification from Transporter.
- 2.8 Unless Transporter agrees otherwise, return of Advance Delivery Gas shall occur on a first-out, first-in basis and delivery of Advance Receipt Gas shall occur on a first-in, first-out basis.
- 2.9 Transporter shall not be required to schedule service under this Rate Schedule if, in Transporter's judgment at the time of the request, to do so would result in an increased Imbalance for the transportation service rendered (or applicable Pool) under the Service Agreement. In the event that the receipt, return or delivery of Gas in Shipper's Advance Receipt, or Advance Delivery, account, as applicable, is scheduled and adequate quantities are not tendered at the Receipt Point(s), or taken at the Delivery Point(s), as applicable, Transporter will not debit or credit such deficient quantities to the account(s). Additionally, in the event that Shipper furnishes nominations for receipts and deliveries not related to service under this Rate Schedule, as well as nominations for receipts and/or deliveries which are contemplated to affect its Advance Delivery or Advance Receipt account, quantities will be allocated in such a manner so that the nominations submitted to affect Shipper's Advance Delivery, or Advance Receipt, account, as applicable, are satisfied last.
- 2.10 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder.
- 2.11 For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions of this Tariff, services

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**Third Revised Sheet No. 250** Third Revised Sheet No. 250

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RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

requested or provided under this Rate Schedule shall have a lower priority than all services, including those under Rate Schedule IT, other than park and loan services under Rate Schedule PHS which shall have an equal priority, and except that the priority for return of Advance Delivery Gas when directed by Transporter pursuant to Section 2.7(b) above shall be subordinate only to service under Rate Schedules FT, FT-2, EFT, or NNTS at primary points. If Transporter cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule and park and loan services under Rate Schedule PHS, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.12 Prior to the effective date of any release of capacity pursuant to Section 19 of the General Terms and Conditions of the Tariff, Shipper shall reduce to zero any outstanding balance in its Advance Receipt or Advance Delivery account related to the Service Agreement under which it has offered to release capacity if such release would prevent or reduce its ability to deliver or return Gas to resolve such outstanding balances.

3. RATES:

- 3.1 The rate charged for service hereunder shall consist of:

- (a) Daily Rate: The currently effective Daily Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Carryover Rate: The currently effective Carryover Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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**Third Revised Sheet No. 251** Third Revised Sheet No. 251

Superseding: Second Revised Sheet No. 251

RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(Continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

- (a) for each Day during which Shipper has not reduced its Advance Delivery or Advance Receipt account to zero, the product of the applicable Daily Rate and the total Dth of Advance Delivery and/or Advance Receipt Gas in Shipper's account on that Day, and
- (b) if Shipper did not reduce its Advance Delivery or Advance Receipt account to zero by the end of a Month, the product of the applicable Carryover Rate and the total Dth of Gas remaining in the applicable account(s) on the first Day of the subsequent Month.

5.2 Other Charges and Retentions.

- (a) If Shipper fails to return Advance Delivery Gas when required to do so under this Rate Schedule, unless Transporter otherwise agrees, Shipper shall be obligated to pay Transporter for the deficient quantities calculated on the same basis as for Undersupplies using the higher of

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RATE SCHEDULE SBS  
SHORT-TERM BALANCING SERVICE  
(Continued)

5. MONTHLY BILL (continued)

the applicable Index Price for the Month of the advance, or for the Month in which return was required, and a premium factor of 1.5.

- (b) If Shipper fails to withdraw from its Advance Receipt account all (or part, if so directed by Transporter) of such Gas when required to do so under this Rate Schedule, unless Transporter otherwise agrees, Transporter shall take title to such Gas free and clear of any adverse claims; provided, however, for purposes of Section 2.7(a) above, if, and to the extent that, Transporter had no transport capacity available on its system (including to alternate points) which prevented Shipper from arranging for such withdrawal on a timely basis, such title transfer shall be suspended or delayed.
- (c) A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

- 5.3 Suspension of Daily Rate. If, and to the extent that, Shipper nominates to return Advance Delivery Gas and Transporter does not have any capacity available on its system on that Day to schedule such receipts (including at alternate points), Transporter shall suspend the Daily Rate for the quantity of Gas and for the period for which capacity was unavailable.

6. GENERAL TERMS AND CONDITIONS:

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



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**Sheet Nos. 253 - 263** Sheet Nos. 253 - 263 : Effective

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**Fourth Revised Sheet No. 264** Fourth Revised Sheet No. 264

Superseding: Third Revised Sheet No. 264

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests wheeling service on a firm or interruptible, self-implementing basis from Transporter and/or parking and/or loaning service on an interruptible, self-implementing basis from Transporter when:
  - (a) Transporter determines that transportation service under this Rate Schedule may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation service under this Rate Schedule containing the items required by this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted, or excess capacity, as applicable, exists to perform the service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for transportation service under this Rate Schedule (for firm wheeling, in the form commencing on Sheet No. 728; for interruptible wheeling, in the form commencing on Sheet No. 742; and for parking and loaning service, in the form commencing on Sheet No. 786 of this Tariff), which may be via electronic means using the Internet.
- 1.2 From time to time, Transporter may determine, and post on Transporter's Internet Web Site, that firm wheeling capacity is available at Transporter's Perryville Hub Receipt and Delivery Points.

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**Third Revised Sheet No. 264A** Third Revised Sheet No. 264A

Superseding: Second Revised Sheet No. 264A

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE

2.     APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the wheeling of Gas between pipeline interconnections in the Perryville Hub, which are referred to as the Perryville Hub Points of Receipt and Delivery. Wheeling shall also be allowed from a Shipper's Wheeling Aggregation Point to Perryville Hub Points of Delivery in accordance with the provisions of this Rate Schedule. Firm wheeling service shall be provided up to the Contract Demand, MDO(s) and MRO(s) and/or Aggregation Quantity, or AQ, specified in the applicable Service Agreement. Interruptible wheeling service shall be provided up to the quantities authorized by Transporter from time to time. This Rate Schedule shall also apply to the parking and loaning and subsequent removal and return, respectively, of Gas for Shipper's account under a Service Agreement for parking and/or loaning, as applicable, up to the quantities authorized by Transporter from time to time. All service provided under this Rate Schedule shall be subject to the provisions of the applicable Service Agreement(s) and the General Terms and Conditions of this Tariff.

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**Fourth Revised Sheet No. 265** Fourth Revised Sheet No. 265

Superseding: Third Revised Sheet No. 265

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.1 Service hereunder shall consist of:

(a) Wheeling service, which shall mean:

- (i) the transportation of Gas received by Transporter for Shipper's account at Perryville Hub Point(s) of Receipt and/or Shipper's Aggregation Point; and
- (ii) the tender of Gas by Transporter for delivery for Shipper's account at Perryville Hub Point(s) of Delivery; and/or

(b) Parking and loaning service, which shall mean:

(i) Parking:

- A. the receipt of gas by Transporter delivered (or deemed transferred from an Imbalance under Shipper's Service Agreement(s)), at one or more points, including Pools, for Shipper's account;
- B. the retention of such Gas by Transporter; and
- C. the subsequent removal of such Gas for Shipper's account at the agreed upon time and at the same point(s) or other mutually agreed upon point(s); and

(ii) Loaning:

- A. the advance of Gas by Transporter for Shipper's account at one or more points agreed to on Transporter's system up to the quantity authorized by Transporter; and

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**Fourth Revised Sheet No. 266** Fourth Revised Sheet No. 266

Superseding: Third Revised Sheet No. 266

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- B. the subsequent delivery or return of such quantity of Gas to Transporter by Shipper at the agreed upon time and at the same point(s) or other mutually agreed point(s) on Transporter's system.

All services described in this Section 2.1 shall be in accordance with a Service Agreement.

- 2.2 (a) With the exception of the firm wheeling option under this Rate Schedule, all services under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. For such interruptible services, Transporter shall have no obligation to provide services hereunder for or during any given period if it determines that to do so may interfere with its ability to provide services with a higher priority or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- (b) Service under the firm wheeling option under this Rate Schedule shall be firm except as otherwise provided in this Tariff.
- (c) Any particular transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Shipper and Transporter.
- (d) Except as expressly provided for in this Rate Schedule, Shipper must nominate any services requested hereunder (including the removal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Transporter. All activity will be subject to scheduling on a basis at least as frequently as daily. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at times other than generally provided for in Section 5 of the General Terms and Conditions.

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**Third Revised Sheet No. 266A** Third Revised Sheet No. 266A

Superseding: Second Revised Sheet No. 266A

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.3 (a) A firm wheeling Shipper must request Primary Point(s) of Receipt at Perryville Hub Receipt Points with associated MRO(s) and/or an Aggregation Quantity, as defined in Section 1.1 of the General Terms and Conditions, and Primary Point(s) of Delivery at Perryville Hub Points of Delivery with associated MDO(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. A firm wheeling Shipper's total MRO(s) and AQ shall not exceed Contract Demand, nor shall the total of its MDO(s). Transporter and a firm wheeling Shipper with Primary Receipt Point(s) and MROs may agree in a Service Agreement to allow the Shipper to utilize and nominate from an Aggregation Point from time to time in lieu of its Primary Receipt Point(s). In such case, a Shipper's utilization of an AP and its Primary Receipt Points in total shall not exceed the CD under such Shipper's Rate Schedule PHS Service Agreement. Pools are not eligible Receipt Points for wheeling service. Firm wheeling service must be nominated by Shipper, confirmed by upstream and downstream connected pipelines, and scheduled by Transporter.
- (b) A Shipper may aggregate supplies from the points listed in this Section 2.3(b) into a unique, proprietary Aggregation Point, or AP. Shipper may nominate from its AP to any Perryville Hub Delivery Point(s) in accordance with its Rate Schedule PHS (Wheeling) Service Agreement. Such aggregation option shall be on an interruptible basis. No fee shall be charged, nor shall Fuel Use and LUFG be retained for such aggregation option. APs shall not be available as Delivery Points, nor for any purpose other than as specified in this Section 2.3(b).

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**Second Revised Sheet No. 266B** Second Revised Sheet No. 266B

Superseding: First Revised Sheet No. 266B

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

The list of points eligible for aggregation as described herein is as follows:

Receipt Point Name	Location	DRN No.
Columbia Gulf CP	Richland Parish, LA	624289
Gulf South (Header)	Richland Parish, LA	767474
KN-MEP (Header)	Richland Parish, LA	811800
SESH (Header)	Richland Parish, LA	776672
SESH FM-65 (Header)	Richland Parish, LA	776692
SESH/SONAT (Header)	Richland Parish, LA	776673
Tenn 800 (Header)	Franklin Parish, LA	767475
Storage (Header) (future)	Richland Parish, LA	

From time to time, other Perryville Hub Receipt Points may be determined eligible for supply aggregation as described in this section, and Transporter may add such points to the above list by posting on its Internet Web Site.

- (c) A Shipper utilizing its AP shall be required to receive scheduling communications from Transporter via e-mail, as described in Section 22.9, GT&C, of this Tariff and to match receipt and delivery nomination quantities (adjusted for Fuel Use and/or LUFG, as applicable); however, in the event of imbalances at an AP, the imbalance will be determined by calculating the difference between total aggregated receipts into an AP and total deliveries under the Rate Schedule PHS (Wheeling) Service Agreement for the applicable period. Imbalances under a Rate Schedule PHS (Wheeling) Service Agreement shall be deemed to be in the Line CP Pooling Area and shall otherwise be subject to the provisions of Section 5.7, GT&C, of this Tariff. A Shipper's nomination for deliveries out of an AP shall be adjusted by Transporter to reflect changes to scheduled nominations for receipts into its AP. Shippers utilizing an AP shall be required to provide a predetermined allocation methodology to be used in case of reductions in scheduled quantities at Perryville Hub Receipt or Delivery Points, as applicable. In the absence of such a methodology, a Shipper's nominations may be rejected, or reductions shall be made by Transporter on a pro rata basis, based on nominated quantities.

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**First Revised Sheet No. 266C** First Revised Sheet No. 266C

Superseding: Original Sheet No. 266C

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2.    APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.4    To utilize the interruptible wheeling option under this Rate Schedule, Shipper must designate receipts at Perryville Hub Receipt Points and/or its Aggregation Point, and deliveries at Perryville Hub Delivery Points under its Rate Schedule PHS Service Agreement. Pools are not eligible Receipt Points for wheeling service. Interruptible wheeling service must be nominated by Shipper, confirmed by upstream and downstream connected pipelines and scheduled by Transporter.



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RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.5 A Pool Manager with a Service Agreement pursuant to Rate Schedule PHS may nominate receipts from Perryville Hub Receipt Points for receipt and aggregation into any of its Pools under its Rate Schedule PS (pooling) Service Agreement.
- 2.6 Any parking or loaning transaction under this Rate Schedule shall occur at a physical Receipt Point or Pool, unless Transporter agrees otherwise. Shipper must make any necessary arrangements with Transporter and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon removal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under the parking and loaning option of this Rate Schedule. If Transporter loans Gas to a Shipper, or Shipper removes parked Gas, which is nominated and scheduled to make up an Imbalance consisting of Undersupplies under a Service Agreement, then Transporter shall have the right to charge (or if for a prior Month, send an adjusted invoice) and Shipper shall pay, for deliveries under the Service Agreement attributable to such supplies the transportation rate(s) applicable to service from the points at which such Gas was loaned and/or parked under this Rate Schedule.
- 2.7 (a) With respect to the parking option under this Rate Schedule, Shipper shall be obligated to remove its parked quantities in accordance with the agreement between Transporter and Shipper. Additionally, Transporter may require Shipper to remove all or any portion of its parked gas quantities upon forty-eight (48) hours (or such longer period as may be specified) notice to Shipper. If Shipper fails to remove such quantities in accordance with Transporter's notice, Transporter shall take title to the gas quantities Shipper was instructed to remove, free and clear of any adverse claims; provided, however, that Transporter shall not take title to such quantities if, and for so long as, Shipper nominated to remove such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and deliver such quantities in accordance with such nomination.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- (b) When Shipper schedules removal of its parked quantities, all such quantities shall be deemed received at the point at which such quantities were originally received into Transporter's system, unless Transporter agrees otherwise. If such removal occurs at a point other than such agreed to point, Shipper may be required to nominate under separate Service Agreements with Transporter and pay rate(s) applicable to such service to effectuate removal of such Gas from the other points.
- 2.8 (a) Shippers utilizing the loan option under this Rate Schedule shall be obligated to return the quantity of gas advanced by Transporter in accordance with the agreement between Transporter and Shipper. Additionally, Shipper must return all or any portion of the loaned quantity if required by Transporter upon forty-eight (48) hours (or such longer period as may be specified) notice. Failure to do so will result in the assessment of the charges described in Section 5.2(b) of this Rate Schedule; provided, however, that Transporter shall not assess such charges if, and for so long as, Shipper nominated to return such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and receive such quantities in accordance with such nomination.
- (b) When Shipper returns loaned quantities to Transporter, such return shall occur at the points agreed to by Transporter, and Transporter shall have the right to adjust subsequent transportation invoices (under other Rate Schedules) of Shipper's to reflect any additional amounts owed by Transporter if such return occurs at a point different than the point agreed to.
- 2.9 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder. If there is an increase in gas prices over the term of a particular transaction such that Transporter deems initial security amounts insufficient, Transporter shall have the right to require an increased security amount.

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**Third Revised Sheet No. 268A** Third Revised Sheet No. 268A

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RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

2.10 With respect to scheduling, allocations and curtailments of service under this Rate Schedule:

- (a) firm wheeling service shall be prioritized with, and subject to the terms and conditions applicable to, service under Rate Schedule FT;
- (b) interruptible wheeling service (including AP option and overrun volumes delivered under the firm wheeling service) shall be prioritized with, and subject to the terms and conditions applicable to, service under Rate Schedule IT; and

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (c) park and loan service shall have a lower priority than all services, including those under Rate Schedule IT, other than service under Rate Schedule SBS, which shall have an equal priority, and except that the priority for the return of loaned Gas when required by Transporter shall be subordinate only to service under Rate Schedules NNTS, FT, FT-2, EFT, and RSS (withdrawals) at primary points.

If Transporter cannot satisfy all requests for park and loan services, or continue such services already scheduled, under this Rate Schedule and Rate Schedule SBS, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.11 Shipper's Service Agreement under this Rate Schedule PHS may designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the transaction, and any other information or limitations applicable to the transaction, e.g., daily or monthly quantities, term of transaction (including schedules for contemplated activity), point(s) and rate(s) applicable, information applicable to automatic service option, etc. Each borrowing and parking transaction shall be accounted for and tracked separately, even if occurring contemporaneously unless otherwise agreed in the Service Agreement. Shipper's nomination for parking and loaning activities must designate the applicable point(s), quantities applicable thereto, and Service Agreements, if applicable. When Shipper schedules removal of Gas in its parked account, if nominated to be transported or received into Pools on Transporter's system, Transporter may deem all such quantities as having been received at the point(s) at which the parked Gas entered Transporter's system and Shipper shall also specify the applicable points(s) at which the prior parking occurred. When Shipper desires to eliminate an Imbalance consisting of Oversupplies under a Service Agreement, if Transporter accepts and schedules any such nomination under this Rate Schedule, then such Gas may be deemed parked at the point(s) at which it initially entered Transporter's system.

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**Fifth Revised Sheet No. 270** Fifth Revised Sheet No. 270

Superseding: Fourth Revised Sheet No. 270

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.12 If the receipt, return or removal of Gas in Shipper's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered or taken at the applicable point(s), Transporter will not debit or credit such deficient quantities to the account(s).
- 2.13 For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, interruptible quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule IT.
- 2.14 A Shipper may request the AutoPAL service option under which activity, including Imbalances, occurring at any time, or from time to time, under one or more of its other Service Agreements under other Rate Schedules will be deemed to be activity into its park account, or out of its loan account, under its Rate Schedule PHS Service Agreement without the need for a separate nomination. Election of this automatic option shall be designated on the Rate Schedule PHS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to the priority described in Section 2.10(c) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.
- 2.15 A Shipper may request the Nomination Balancing Service (NBS) option under which that Shipper will nominate parking and/or loaning transactions for purposes of eliminating discrepancies between its receipt and delivery nominations under its Service Agreement(s). Election of this option shall require a separate Rate Schedule PHS Service Agreement for each Shipper. No MAQ, maximum or minimum daily quantities will be specified in the Service Agreement, and daily park and loan quantities and points will be determined in the nomination, confirmation and scheduling process. The provision of service under the NBS option shall be subject to the priority described in Section 2.10(c) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.

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FERC Docket: RP09-843-000

**Fifth Revised Sheet No. 271** Fifth Revised Sheet No. 271

Superseding: Fourth Revised Sheet No. 271

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Wheeling Rate: The currently effective applicable Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Park and Loan Rates: The currently effective Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

- 3.2 (a) Fuel Use: Neither Fuel Use (including Line CP Fuel Use) nor Electric Power Costs retentions and charges shall apply to transactions under this Rate Schedule; provided, however, that wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor and deliveries to Transporter's Columbia Gulf Delhi (DRN No. 151356) Perryville Hub Delivery Point shall be subject to the Delhi Fuel Use retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) LUFG: Wheeling LUFG and/or Line CP LUFG, as applicable, retentions and charges shall apply to all wheeling transactions under this Rate Schedule. In such cases, Shipper shall provide and Transporter shall retain Wheeling LUFG and/or Line CP LUFG, as applicable, in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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FERC Docket: RP09-843-000

**Second Revised Sheet No. 272** Second Revised Sheet No. 272

Superseding: First Revised Sheet No. 272

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet Web Site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

Effective Date: 08/26/2009 Status: Effective

FERC Docket: RP09-843-000

**Third Revised Sheet No. 273** Third Revised Sheet No. 273

Superseding: Second Revised Sheet No. 273

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL:

5.1 Calculation: The bill for a Service Month shall be the sum of:

(a) For Wheeling service:

- (i) Firm Wheeling: The product of the Firm Wheeling Rate and each Dth of Contract Demand.
- (ii) Overrun Rate: The product of the Overrun Rate and the total Dth of Gas delivered in excess of MDO under firm wheeling transactions, whether authorized or unauthorized; and
- (iii) Interruptible Wheeling: The product of the Interruptible Wheeling Rate and the total Dth of Gas delivered under interruptible wheeling transactions during the Service Month, whether authorized or unauthorized; and

(b) For park and loan service:

- (i) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day, plus
- (ii) the product of the Inventory Rate and the total Dth of parked or loaned Gas in each account at the end of each Day excluding the quantities subject to the Activity Rate on such Day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).



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FERC Docket: RP09-843-000

**Second Revised Sheet No. 273A** Second Revised Sheet No. 273A

Superseding: First Revised Sheet No. 273A

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL: (Continued)

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule PHS are those quantities that (i) exceed, during any given period, one hundred two percent (102%) of the quantity authorized by Transporter for such period (including, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed one hundred two percent (102%) of the total quantity which Shipper is authorized to transport under such conditions); and (ii) are unauthorized. Excess Contract Quantities under Rate Schedule PHS are categorized by percentage of Shipper's scheduled quantities or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and  
greater than 110%.

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FERC Docket: RP09-843-000

**Fourth Revised Sheet No. 274** Fourth Revised Sheet No. 274

Superseding: Third Revised Sheet No. 274

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL (continued)

If a Shipper's total Excess Contract Quantities under Rate Schedule PHS are less than both 50 Dth and ten percent (10%) of its authorized quantity for the applicable period, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Failure to Return Loaned Quantities: In accordance with the provisions of Section 2.8(a) above, if Shipper fails to return loaned quantities when required to do so under this Rate Schedule, Shipper shall be billed an amount determined by multiplying the quantities which Shipper failed to return by the higher of the Return Deficiency Charge for the Month of the loan, or the Month in which return was required.
- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

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**Third Revised Sheet No. 275** Third Revised Sheet No. 275

Superseding: Second Revised Sheet No. 275

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(Continued)

5. MONTHLY BILL (continued)

5.3 Unauthorized Activities.

All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time shall be considered unauthorized.

5.4 Other Charges.

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

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after the effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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*FERC Docket: RP03-239-000*

**Sheet Nos. 276 - 286** Sheet Nos. 276 - 286 : Effective

Sheet Nos. 276 through 286  
are reserved for future use.

Effective Date: 02/28/2003 Status: Effective

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Original Sheet No. 287 Original Sheet No. 287 : Effective

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE

1. AVAILABILITY: Sales-for-resale service shall be available under this Rate Schedule to any party (hereinafter referred to as "Buyer") that requests firm or interruptible sales-for-resale service of natural gas from the unbundled merchant division of CenterPoint Energy Gas Transmission Company (hereinafter referred to as "Seller"), when:
  - (a) Seller determines that such sales service may be rendered pursuant to Subpart J of Part 284 of the Commission's Regulations and that it has sufficient supplies of natural gas to provide the service; and
  - (b) Seller and Buyer have negotiated and executed an agreement for the requested sales service on mutually agreeable terms.
2. APPLICABILITY AND CHARACTER OF SERVICE: The terms and conditions negotiated and set forth in each individual Sales Agreement shall apply to and govern the sale of gas thereunder and the obligations and rights of the parties. There shall be no requirement that all or any of the terms and conditions of one Sales Agreement under this Rate Schedule shall be the same as the terms and conditions of any other Sales Agreement under this Rate Schedule, except to the extent expressly required herein.
3. PRICE: The price for service provided under this Rate Schedule shall be negotiated by Seller and Buyer, except as provided in Section 4 below, and specified in the Sales Agreement.
4. SMALL CUSTOMER TRANSITIONAL SERVICE: Seller shall sell gas under this Rate Schedule for a one-year period commencing on the effective date of this Rate Schedule to a Small Customer at a cost-based rate of \$2.3976 per Dth. A Small Customer, for purposes of this Section, shall be one which was purchasing gas under Seller's superseded Rate Schedule G-2 on the day prior to the effective date of this Rate Schedule and which has elected to continue to purchase under this Rate Schedule its previously effective Rate Schedule G-2 bundled firm sales entitlement and has executed a Sales Agreement for such transitional sales service.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 288 Original Sheet No. 288 : Effective

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

5. POINTS OF SALE: The points of sale for gas sold under this Rate Schedule shall be as set forth in the individual Sales Agreements, and shall be located at the initial point(s) of entry into Seller's Transmission System or upstream thereof.
6. CURTAILMENT: Seller hereby adopts the following curtailment program in accordance with prior orders of the Federal Power Commission and its successor, the Federal Energy Regulatory Commission, and the Natural Gas Policy Act of 1978:
- (a) Sales of gas will be curtailed to whatever extent and for whatever periods Seller may find necessary from time to time in the operation of its systems for the primary benefit of human needs customers.
  - (b) In case of curtailments for whatever reason, the following order of priorities will be observed insofar as practicable, with the first noted category having the highest priority, and so on:
    - Priority 1.1 Residential; all small commercial requirements of less than 50 Mcf per peak day.
    - Priority 1.2\* All other commercial requirements (including schools, hospitals, and similar institutions), plant protection, small industrials and essential agricultural users with total requirements of up to 300 Mcf per day, and other uses the curtailment of which the Secretary of Energy or FERC determines would endanger life, health, or maintenance of physical property.

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\* When it is necessary to curtail loads in each of these priorities, the large requirements that normally use more than 3,000 Mcf per day will be curtailed before the smaller loads.

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**First Revised Sheet No. 289** First Revised Sheet No. 289

Superseding: Original Sheet No. 289

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

6. CURTAILMENT (continued)

- |               |  |
|---------------|--|
| Priority 2.1  | All other firm sales for essential agricultural uses as defined in Section 401 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel within the meaning of applicable rules and regulations promulgated by the FERC under Section 401(b) of that Act. |
| Priority 2.2* | Firm sales for essential industrial process and feedstock uses as defined in Section 402 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel.   |
| Priority 2.3* | Firm sales for other feedstock and process needs and pipeline customer storage injection requirements.   |
| Priority 3    | Firm sales for industrial requirements not covered elsewhere.  |
| Priority 4    | Firm sales for industrial requirements for boiler fuel use of more than 300 Mcf per day, but not more than 1,500 Mcf per day.  |
| Priority 5    | Firm sales for industrial requirements for boiler fuel use of more than 1,500, but not more than 3,000 Mcf per day.  |
| Priority 6    | Firm sales for industrial requirements for boiler fuel use of more than 3,000 Mcf per day.   |

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\* See preceding sheet.

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

6. CURTAILMENT (continued)

- Priority 7 Industrial requirements served under interruptible contracts with customers who have agreed to purchase at least a specified minimum volume of gas if it is tendered to them.
- Priority 8 Industrial requirements served under interruptible contracts with customers who have not agreed to purchase at least a specified minimum volume of gas if it is tendered to them.
- (c) Each higher priority of use will be fully protected from curtailment until all lower priorities have been ordered curtailed one hundred percent (100%); that is, no curtailments of Priority 5 uses will be ordered until all Priority 6 uses have been ordered curtailed, and so forth.
- (d) If supply availability permits only partial sales of gas to a given category of use, curtailment will be effected, on the basis of a pro rata sharing based on historical deliveries to customers for that category. Historical takes will be calculated on the basis of a three-year average taken from the three-year period ending September 30, 1971. On days when curtailment is required, total sales to individual customers may not exceed contract volumes.
- (e) Before service commences, when the character of gas usage materially changes, and from time to time upon request, each customer shall furnish Seller with all information reasonably required by Seller with regard to gas usage at the facility served to assist Seller in its determination of the proportionate parts, if any, of that usage falling in different priority categories. In determining the appropriate priority category for gas sold, no distinction will be made between gas sold to direct customers and to resale customers.
- (f) Seller does not propose to curtail sales under its several isolated jurisdictional field sales of gas. The wells covered by the field sale contracts are not connected to Seller's own pipeline systems and



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**First Revised Sheet No. 291** First Revised Sheet No. 291

Superseding: Original Sheet No. 291

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

6. CURTAILMENT (continued)

accordingly, curtailment would not be of any benefit to the supply of Seller's systems.

- (g) Seller will implement this curtailment plan throughout each of Seller's systems to the fullest extent possible consistent with the practical operation of the system, giving due regard to such factors as system capacity and where curtailable customers are located in relation to where the gas is needed.
- (h) An emergency exemption from curtailment will be provided for all firm electric utility customers to the extent required to avoid the shedding of firm electric load upon an attestation by a utility to Seller that: (1) the utility faces an emergency situation wherein it will be required to shed firm electric load unless an exemption from curtailment is granted in an amount which will avoid shedding of load; (2) the utility has no alternate fuel capability; (3) the utility has exhausted all purchased power opportunities; (4) the utility has utilized all alternative sources of power; and (5) the utility will accept reduced sales, as soon as possible thereafter, to offset the volumes taken during the emergency exemption from curtailment. Electric utilities served at more than one location are permitted to divert their entitlements between plants so long as they stay within their total entitlements, where Seller determines that this can be done consistently with prudent operation of its system.
- (i) Any firm customer claiming an emergency need for supplemental sales during curtailment to forestall irreparable injury to life or property shall furnish Seller with full details of the nature, cause, unavailability and estimated duration of the emergency. This information is to be given by telephone or telegraph followed by immediate written notice to Seller signed by an officer or responsible employee under oath. Upon receipt of the initial notice Seller will make such investigation as is reasonably possible under the circumstances and, if gas is available, Seller will deliver such

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**First Revised Sheet No. 292** First Revised Sheet No. 292

Superseding: Original Sheet No. 292

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

6. CURTAILMENT (continued)

supplemental volumes as Seller determines the situation to require. The customer must promptly take all reasonable steps to eliminate the cause of the emergency and accept reduced sales after the emergency to offset the supplemental sales.

- (j) Seller shall be relieved of all liabilities, penalties, charges, payments, price adjustments, alternate fuel subsidizations and claims of whatever kind, contractual and otherwise, resulting from or arising out of Seller's failure to sell all, or any portion of, the volumes of gas desired by any particular customer or customers to the extent that such failure results from Seller's implementation of this curtailment plan in accordance with its provisions and/or applicable regulatory orders, notwithstanding inconsistent provisions in sales contracts, jurisdictional and non-jurisdictional, heretofore entered into.
- (k) Until the reserves available to Seller's system are substantially augmented, Seller will husband its existing gas supply by regulating its receipts from connected sources so as to receive gas at rates reasonably calculated to permit the maximum utilization of the reserves for the benefit of Seller's human needs customers over the longest possible period of time.
- (l) All surplus gas sales deliveries are to be discontinued completely before contract service to the above listed priorities is curtailed.
- (m) A pipeline customer's storage injection requirements will be deemed to be the next average amount by which deliveries to storage exceeded withdrawals from storage during the three-year period ending September 30, 1971.
- (n) Seller will in any event sell sufficient volumes of natural gas to firm customers:
  - (i) to respond to emergency situations (including environmental emergencies) during periods of curtailment where additional supplies are

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**First Revised Sheet No. 293** First Revised Sheet No. 293

Superseding: Original Sheet No. 293

RATE SCHEDULE USS  
UNBUNDLED SALES SERVICE  
(continued)

6. CURTAILMENT (continued)

required to forestall irreparable injury to life or to property; and

- (ii) to provide for minimum plant protection when the plant is shut down.

7. STANDARDS OF CONDUCT:

Seller shall comply with the requirements of 18 C.F.R. § 284.286.

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**Sheet Nos. 294 - 304** Sheet Nos. 294 - 304 :    Effective

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**Fourth Revised Sheet No. 305** Fourth Revised Sheet No. 305

Superseding: Third Revised Sheet No. 305

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**Second Revised Sheet No. 306** Second Revised Sheet No. 306

Superseding: First Revised Sheet No. 306

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**Sixth Revised Sheet No. 307** Sixth Revised Sheet No. 307

Superseding: Fifth Revised Sheet No. 307

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETIVE MATTERS:

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

Accelerated Consumption Election or "ACE" shall mean the minimum number of hours over which a Shipper under Rate Schedule EFT can request that its daily deliveries at a point up to its MDO at such point, be tendered by Transporter under Shipper's Rate Schedule EFT Service Agreement.

Accrual Period. See Section 5.7.

Additional Individual Receipt Points. See Section 5.1.

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

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

Aggregation Point, or AP, shall mean a Shipper's aggregation of Gas quantities from certain Perryville Hub Receipt Points specified in Section 2.3(b) of Rate Schedule PHS.

Aggregation Quantity, or AQ, shall mean the maximum quantity of Gas, exclusive of Fuel Use and LUFG, that Transporter, subject to the provisions of this Tariff, shall be obligated to receive if tendered from a Shipper, on any given Day from such Shippers' Aggregation Point on a firm basis.

Alternate Fuel Retentions shall mean, individually or collectively, as applicable, Line CP Fuel Use, Line CP LUFG, Line J Backhaul Use, Line J Backhaul LUFG, Sligo Lease Fuel Use, Sligo Lease LUFG, or such other alternate fuel and/or LUFG retentions as may be provided for under this Tariff.

Base Period. See Section 27.2

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

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*FERC Docket: RP09-40-000*

**Original Sheet No. 307A** Original Sheet No. 307A

GENERAL TERMS AND CONDITIONS

1.     DEFINITIONS AND INTERPRETIVE MATTERS: (continued)

Business Day shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Buyer. See Rate Schedule USS.

Capacity Reserved. The maximum firm entitlement under a Rate Schedule PS Service Agreement for firm Pool Transfers.

Carryover Costs. See Section 23.7.

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

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



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**Original Sheet No. 308** Original Sheet No. 308 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

Central Clock Time or CCT shall mean central standard time except when daylight savings time is in effect, when it shall mean one hour prior to central standard time.

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

Compressor Fuel shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for. After May 1, 2002, references in this Tariff and in existing Service Agreements to Compressor Fuel shall mean Fuel Use and LUFG, as defined below.

Confirmation by Exception. See NAESB Standard 1.2.11.

Confirmation Requester. See NAESB Standard 1.2.8.

Confirming Parties. See NAESB Standard 1.2.10.

Confirming Party. See NAESB Standard 1.2.9.

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

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

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**Second Revised Sheet No. 309** Second Revised Sheet No. 309

Superseding: Substitute First Revised Sheet No. 309

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

Contract Pressure Base means Gas at 14.73 psia.

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

Daily Imbalance shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

Daily Index Price shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Daily Linked Firm Service Penalty Revenues. See Section 31.2.

Daily Linked Firm Service Penalty Revenue Credit. See Section 31.2.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.

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**Second Revised Sheet No. 310** Second Revised Sheet No. 310

Superseding: First Revised Sheet No. 310

GENERAL TERMS AND CONDITIONS  
(continued)

1.     DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Dekatherm or Dth shall mean the quantity of heat energy which is equivalent to one (1) MMBtu. One Dekatherm of Gas shall mean the quantity of Gas which contains one dekatherm of heat energy.

Delhi Fuel Use. See Section 27.2.

Delhi Fuel Use and LUFG shall mean Delhi Fuel Use (as defined above) and Wheeling LUFG (as defined below).

Elapsed Prorata Capacity shall mean that portion of released capacity which is recalled intraday that theoretically would have been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

Elapsed-prorated-scheduled quantity. See NAESB Standard 1.2.12.

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**First Revised Sheet No. 311** First Revised Sheet No. 311 : Effective

Superseding: Original Sheet No. 311

GENERAL TERMS AND CONDITIONS (continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Evening Nomination Cycle. See Sections 5.2(a)(i)(1) and 5.5(a)(i)(1)

Excess Interruptible Revenues. See Section 23.7.

Excess ISS Revenues. See Section 23.6.

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

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

FT Cash Balancing Revenue Credit. See Section 5.7.

FT Credit Account. See Section 5.7.

FT Excess Revenue Share. See Section 23.2.

Fuel Percentages. See Section 27.2.

Fuel Use shall mean Gas consumed by compressors and other Gas handling equipment and company use Gas.

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

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

Gas Cost shall mean the Daily Index Price applicable to the location, as determined by Transporter, for the Day of the incurrence of the applicable charge.

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

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**Original Sheet No. 312** Original Sheet No. 312 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

1.        DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Gas Trading Period.    See Section 5.7(c)(ii)(4) of the General Terms  
and Conditions.

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

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*FERC Docket: RP05-513-000*

**First Revised Sheet No. 313** First Revised Sheet No. 313 : Effective

Superseding: Original Sheet No. 313

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

GSR Index Price. See Section 23.2(a).

Hour shall mean a period of sixty consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other time mutually acceptable to Transporter and Shipper.

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

Index Price shall mean the highest arithmetic average of Daily Index Prices for a week or month for a given Month, for gas delivered at the applicable point or for the Pooling Area or geographic area which most closely approximates the applicable point or Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which the applicable activity occurred.

Injection Period. See Section 7 of Rate Schedule FSS.

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**First Revised Sheet No. 314** First Revised Sheet No. 314

Superseding: Original Sheet No. 314

GENERAL TERMS AND CONDITIONS  
(continued)

1.    DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Internet Web Site.    See Section 22.

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

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

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

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

Intraday 1 Nomination Cycle.    See Sections 5.2(a)(i)(3) and  
5.5(a)(i)(3).

Intraday 2 Nomination Cycle.    See Sections 5.2(a)(i)(4) and  
5.5(a)(i)(4).

Intraday Nomination shall mean a prospective nomination submitted  
after the deadline for the Timely Nomination Cycle. An Intraday  
Nomination must end at the end of the Day for which the  
nomination is submitted.

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*FERC Docket: RP10-206-000*

**Eighth Revised Sheet No. 315** Eighth Revised Sheet No. 315

Superseding: Seventh Revised Sheet No. 315

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Interim Service. See Section 10.4(c).

IT Cash Balancing Revenue Credit. See Section 5.7.

IT Credit Account. See Section 5.7.

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

IT Revenue Credit. See Section 23.5.

Line CP shall mean CEGT's 42-inch diameter pipeline extending from the Carthage hub area in east Texas to CEGT's Perryville Hub in northeast Louisiana.

Line CP Fuel Use shall mean Gas consumed by compressors and other gas handling equipment and company use gas on CEGT's Line CP.

Line CP Fuel Use and LUFG shall mean Line CP Fuel Use and Line CP LUFG.

Line CP LUFG shall mean Gas lost or otherwise unaccounted for on CEGT's Line CP.

Line CP Pooling Area shall mean an area containing Line CP and all Receipt Points into Line CP, the Perryville Hub Header and all lateral lines off Line CP.

Line J Backhaul shall mean a transaction involving volumes received at receipt points on Line J between the Searcy and White River interconnects and delivered by displacement backhaul to Texas Gas at the Searcy Interconnection.

Line J Backhaul Fuel Use shall mean Gas consumed by compressors, other gas handling equipment and company use gas at the Searcy Compressor Station.

Line J Backhaul LUFG shall mean Gas lost or otherwise unaccounted for associated with volumes received into Line J between the Searcy Interconnection and the White River Interconnection and the volumes delivered to Texas Gas at the Searcy Interconnection.



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*FERC Docket: RP10-206-000*

**First Revised Sheet No. 315A** First Revised Sheet No. 315A

Superseding: Original Sheet No. 315A

GENERAL TERMS AND CONDITIONS  
(continued)

1.    DEFINITIONS AND INTERPRETIVE MATTERS    (continued)

Linked Firm Service.    See Section 10.5.

Long-Term Firm Agreement.    See Section 21.

LUFG shall mean Gas lost or otherwise unaccounted for.

Maximum Advance Delivery Quantity.    See Section 2.1 of Rate Schedule SBS.

Maximum Advance Receipt Quantity.    See Section 2.1 of Rate Schedule SBS.

Maximum Contract Quantity or MCQ shall mean the maximum Dth or quantity of Gas which Transporter shall agree to tender for delivery under a Service Agreement on an interruptible basis on any given Day on behalf of Shipper, to the extent such quantity is nominated by Shipper or for Shipper's account and scheduled or otherwise authorized by Transporter.

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**Second Revised Sheet No. 316** Second Revised Sheet No. 316

Superseding: First Revised Sheet No. 316

GENERAL TERMS AND CONDITIONS  
(continued)

1.     DEFINITIONS AND INTERPRETIVE MATTERS    (continued)

Maximum Daily Injection Quantity.    See Section 7 of Rate Schedule FSS, or Section 4.3 of Rate Schedule RSS, as applicable.

Maximum Daily Withdrawal Quantity.    See Section 7 of Rate Schedule FSS, or Section 4.1 of Rate Schedule RSS, as applicable.

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

Maximum Delivery Obligation or MDO shall mean the maximum Dth or quantity of Gas which Transporter is obligated to tender for delivery to Shipper on any given Day or in any Hour, as applicable, at a Point of Delivery or group of Points of Delivery, under a Service Agreement on a firm basis.

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

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

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*FERC Docket: RP10-206-000*

**First Revised Sheet No. 317** First Revised Sheet No. 317

Superseding: Original Sheet No. 317

GENERAL TERMS AND CONDITIONS  
(continued)

1.     DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Minimum Flow Obligation or MFO.    See Section 2 of Rate Schedule FT-2.

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

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

Maximum Seasonal Withdrawal Quantity.    See Section 4.2, Rate Schedule RSS.

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

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

Mcf shall mean 1,000 cubic feet of Gas.

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

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

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

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

Month shall mean the period beginning 9:00 a.m. Central Clock Time (or other mutually acceptable time) on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

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

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**First Revised Sheet No. 318** First Revised Sheet No. 318 : Effective

Superseding: Original Sheet No. 318

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

NAESB Standards shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), as adopted and codified by the Commission in its regulations.

Negotiation Period. See Section 21.8.

Net Imbalance Quantity. See Section 5.7(c)(ii).

Net Oversupplies Quantity. See Section 5.7(c)(ii).

Net Undersupplies Quantity. See Section 5.7(c)(ii).

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

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*FERC Docket: RP10-567-000*

**First Revised Sheet No. 319** First Revised Sheet No. 319

Superseding: Original Sheet No. 319

GENERAL TERMS AND CONDITIONS  
(continued)

1.     DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

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**Fourth Revised Sheet No. 320** Fourth Revised Sheet No. 320

Superseding: Third Revised Sheet No. 320

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

Operating Plan. See Section 20.

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

Operational Alerts. See Section 20.

Operational Flow Orders or OFOs. See Section 20. An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions any pertinent order should be referred to as an Operational Flow Order.

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

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

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

Penalty Base Period. See Section 31.2.

Perryville Hub Header shall mean an area containing those Perryville Hub Points of Delivery and Perryville Hub Points of Receipt located on yard and station piping at the end of Line CP and Line FM-63 in Richland Parish, Louisiana, including Line FM-65, which extends into Franklin Parish, Louisiana. Perryville Hub Points of Delivery and Receipt shall be labeled with Header to identify all Perryville Hub Header points of delivery and receipt.

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**Eighth Revised Sheet No. 321** Eighth Revised Sheet No. 321

Superseding: Seventh Revised Sheet No. 321

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

the Perryville Hub Points of Delivery, or Perryville Hub Delivery Points, shall consist of the following points:

Delivery Point Name	Location	DRN No.
Tennessee 100 Line	Ouachita Parish, LA	163806
TETCO West Monroe	Ouachita Parish, LA	55577
TGT Perryville	Ouachita Parish, LA	98998
Trunkline Richland	Richland Parish, LA	41191
Gulf South West Monroe	Ouachita Parish, LA	151252
MRT Perryville	Ouachita Parish, LA	60478
ANR Perryville	Ouachita Parish, LA	357527
ANR Delhi	Richland Parish, LA	9732
Columbia Gulf Delhi	Richland Parish, LA	151356
Tennessee 800 Line (Header)	Franklin Parish, LA	163807
Louisiana Gas Service	Ouachita Parish, LA	1367
Enbridge Pipelines (Midla)	Ouachita Parish, LA	351405
Southern Natural	Ouachita Parish, LA	151251
ANR CP	Richland Parish, LA	624236
Columbia Gulf CP	Richland Parish, LA	624238
Trunkline CP	Richland Parish, LA	624237
TGT CP	Ouachita Parish, LA	624293
Gulf South (Header)	Richland Parish, LA	744265
SESH (Header)	Richland Parish, LA	749243
SESH FM-65 (Header)	Richland Parish, LA	776693
SESH/SONAT (Header)	Richland Parish, LA	758913
KN-MEP (Header)	Richland Parish, LA	858161
Storage (Header) (future)	Richland Parish, LA	

Transporter and such other points located on the facilities comprising the Perryville Hub as  
that if may determine and post on its Internet Web Site from time to time; provided, however,  
Transporter a new point would require a modification to Section 3.2 of Rate Schedule PHS,  
shall make a Tariff filing to add such point to the Perryville Hub Points of Delivery.

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**Second Revised Sheet No. 321A** Second Revised Sheet No. 321A

Superseding: First Revised Sheet No. 321A

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Perryville Hub Points of Receipt, or Perryville Hub Receipt Points, shall consist of the following points:

Receipt Point Name	Location	DRN No.
Columbia Gulf Delhi	Richland Parish, LA	287955
Tennessee 100 Line	Ouachita Parish, LA	287457
Tennessee 800 Line (Header)	Franklin Parish, LA	767475
TETCO West Monroe	Ouachita Parish, LA	447980
TGT Perryville	Ouachita Parish, LA	447981
Trunkline Richland	Richland Parish, LA	36441
Gulf South West Monroe	Ouachita Parish, LA	467621
MRT Perryville	Ouachita Parish, LA	41324
ANR Perryville	Ouachita Parish, LA	475198
ANR Delhi	Richland Parish, LA	444986
Enbridge Pipelines (Midla)	Ouachita Parish, LA	362008
ANR CP	Richland Parish, LA	738575
Columbia Gulf CP	Richland Parish, LA	624289
Trunkline CP	Richland Parish, LA	738574
TGT CP	Ouachita Parish, LA	738573
Gulf South (Header)	Richland Parish, LA	767474
Louisiana Gas Service	Ouachita Parish, LA	362349
SESH (Header)	Richland Parish, LA	776672
SESH FM-65 (Header)	Richland Parish, LA	776692
SESH/SONAT (Header)	Richland Parish, LA	776673
KN-MEP (Header)	Richland Parish, LA	811800
Storage (Header) (future)	Richland Parish, LA	

and such other points located on the facilities comprising the Perryville Hub as

Transporter may determine and post on its Internet Web Site from time to time; provided, however,

that if a new point would require a modification to Section 3.2 of Rate Schedule PHS, Transporter

shall make a Tariff filing to add such point to the Perryville Hub Points of Receipt.

Point(s) of Delivery or Delivery Point(s) shall mean the point(s) specified in a Service

Agreement at which Shipper may request Transporter to tender for delivery Gas for its

account including, but not limited to, Storage Points of Injection and, under Rate Schedule PS

subject to applicable limitations, Pools.



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**Fourth Revised Sheet No. 322** Fourth Revised Sheet No. 322

Superseding: Third Revised Sheet No. 322

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

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

Pooling Area shall mean an area containing a group of Receipt Points located in a defined portion of Transporter's system in which Pools may be established, and in which a Shipper may have a Receipt Entitlement or nominate receipts. The Pooling Areas established on Transporter's system are shown on the map at Sheet No. 13 of this Tariff and are listed as follows: West Pooling Area 1, West Pooling Area 2, Neutral Pooling Area, North Pooling Area, South Pooling Area and Line CP Pooling Area.

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

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

Pre-arranged Service. See Section 10.4(c).

Predetermined Allocation Agreement. See Section 5.2.

Price Differential GSR Costs. See Section 23.2.

Primary Path. See Section 30.

Primary Path Segment. See Section 30.

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

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

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**Original Sheet No. 323** Original Sheet No. 323 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

Receipt Entitlement shall mean the maximum Dth or quantity of Gas, exclusive of quantities provided as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, that Transporter, subject to the provisions of this Tariff, shall be obligated to receive from a Shipper on any given Day or in any Hour, as applicable, within a Pooling Area under a Service Agreement on a firm basis.

Recovery Period. See Section 27.2.

Remaining Interruptible Revenues. See Section 23.7.

Remaining ISS Costs. See Section 23.6.

Remaining IT Costs. See Section 23.2(b)(iv).

Return Deficiency Charge shall mean one hundred fifty percent (150%) of the highest average weekly or monthly price for a given Month as published, or calculated using published listings of prices, in Gas Daily for Gas delivered at the point or geographic location which most closely approximates such point at which the gas was to be returned. If there is no such price published, the Return Deficiency Charge for the applicable Month shall be one hundred fifty percent (150%) of the Index Price for the Pooling Area in which the gas was to be returned.

Reverse Injection Period. See Section 4.5, Rate Schedule RSS.

Reverse Storage Contract Year. See Section 4.7, Rate Schedule RSS.

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GENERAL TERMS AND CONDITIONS  
(continued)

1.    DEFINITIONS AND INTERPRETIVE MATTERS    (continued)

Reverse Withdrawal Period.    See Section 4.6, Rate Schedule RSS.

RSS Balance.    See Section 4.4, Rate Schedule RSS.

Sales Agreement.    See Rate Schedule USS.

Secondary Maximum Delivery Quantity or Secondary MDQ.    See Section 5.4.

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

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

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GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Secondary Points of Receipt. See Section 5.1.

Segment Delivery Point. See Section 30.

Segment Receipt Point. See Section 30.

Seller. See Rate Schedule USS.

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

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

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

Shipper Penalty Revenue Credit. See Section 31.2.

Short-Term Firm Capacity. See Section 1.2 of Rate Schedule FT.

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

Sligo Lease Fuel Use shall mean Gas consumed by compressors, other gas handling equipment and company use gas at the Long Lake Compressor Station and will only be assessed to those Shippers using CEGT's lease capacity on Texas Eastern's Sligo Lateral.

Sligo Lease LUFG shall mean the lost and unaccounted for charge as calculated and assessed by Texas Eastern Transmission, LP for the Sligo lease capacity and will only be assessed to those Shippers using CEGT's lease capacity on Texas Eastern's Sligo Lateral.

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

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

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

Storage Fuel shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, related to the provision of storage services and the use of storage facilities on Transporter's system. After May 1, 2002, references in this Tariff and in existing Service Agreements to Storage Fuel shall mean Storage Fuel Use and LUFG, as defined below.

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**First Revised Sheet No. 326** First Revised Sheet No. 326

Superseding: Original Sheet No. 326

GENERAL TERMS AND CONDITIONS  
(continued)

1.    DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

Storage Fuel Use and LUFG shall mean Storage Fuel Use (as defined above) and Storage LUFG (as defined below).

Storage LUFG shall mean Gas lost or otherwise unaccounted for related to the provision of storage services and the use of storage facilities on Transporter's system.

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

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

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*FERC Docket: RP10-567-000*

**First Revised Sheet No. 327** First Revised Sheet No. 327

Superseding: Original Sheet No. 327

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

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**First Revised Sheet No. 328** First Revised Sheet No. 328

Superseding: Original Sheet No. 328

GENERAL TERMS AND CONDITIONS  
(continued)

1.        DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Summer Period shall mean the period from April 1 through October 31 in a calendar Year.

Tariff shall mean Transporter's FERC Gas Tariff, as on file and in effect from time to time.

Third Party Account Administrator or 3PAD shall mean a Title Transfer Tracking Service Provider other than Transporter.

Timely Nomination Cycle.    See Sections 5.2(a)(i)(1) and 5.5(a)(i)(1).

Title shall be, unless otherwise provided in this Tariff or a contract, the term used to identify the ownership of the Gas.

Title Transfer shall mean the change of title to Gas between parties at a location.

Title Transfer Tracking or TTT shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

Title Transfer Tracking Service Provider is a party conducting Title Transfer Tracking activity.

Total Linked Firm Service Penalty Revenue Credit.    See Section 31.2.

Total Penalty Revenues.    See Section 31.2.

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**First Revised Sheet No. 329** First Revised Sheet No. 329

Superseding: Original Sheet No. 329

GENERAL TERMS AND CONDITIONS  
(continued)

1.    DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Transmission System shall mean those certain facilities that are classified on the books of Transporter (or its transporter, if applicable) as transmission plant under the Uniform System of Accounts of the Commission's regulations under the Natural Gas Act and minor gathering facilities that are located immediately upstream of such facilities.

Transportation shall mean the transmission, pooling (supply aggregation), balancing, exchange, storage, Pool Transfer, wheeling, parking, loaning or displacement of Gas by Transporter.

Transporter shall mean CenterPoint Energy Gas Transmission Company ("CEGT").

Transporter's Reticulated System.    See Section 30.

Unauthorized Gas.    See Section 5.8.

Undersupplies shall mean an Imbalance existing at any given time consisting of an excess in the quantities received by Shipper at Point(s) of Delivery over the quantities Shipper provided to Transporter at Point(s) of Receipt.

West Pooling Area 1 shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points west of the input (suction) side of the Amber Junction compressor station.

West Pooling Area 2 shall mean an area containing all Receipt Points on Transporter's Transmission mainlines, and lines connected thereto, located at points east of the input (suction) side of the Amber Junction compressor station and west of the western terminus of the Neutral Pooling area.



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**Substitute First Revised Sheet No. 330** Substitute First Revised Sheet No. 330 Superseding: Original Sheet No. 330  
GENERAL TERMS AND CONDITIONS

(continued) 1. DEFINITIONS AND INTERPRETIVE MATTERS (continued) Wheeling LUG. See Section 27.2. Winter Period shall mean the period beginning November 1 in a calendar Year and continuing through March 31 of the following calendar Year. Withdrawal Period. See Section 7 of Rate Schedule FSS. Working Gas Quantity. See Section 7 of Rate Schedule FSS.

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**First Revised Sheet No. 331** First Revised Sheet No. 331

Superseding: Original Sheet No. 331

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

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

1.2 Interpretive Matters.

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

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**Fifth Revised Sheet No. 332** Fifth Revised Sheet No. 332

Superseding: Substitute Fourth Revised Sheet No. 332

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.
- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- (f) Unless otherwise indicated and where appropriate, references to Fuel Use and LUGF throughout this Tariff shall be deemed to include Storage Fuel Use and LUGF, Delhi Fuel Use, Wheeling LUGF, Line CP LUGF (Wheeling), retentions provided for in Section 27.6 of these General Terms and Conditions, and Alternate Fuel Retentions, as and where applicable. After May 1, 2002, references in existing Service Agreements to Compressor Fuel, Storage Fuel and Delhi Compressor Fuel shall mean Fuel Use and LUGF; Storage Fuel Use and LUGF; and Delhi Fuel Use and LUGF, respectively, as such terms are defined herein. After December 1, 2002, references in existing Service Agreements to Delhi Compressor Fuel shall mean Delhi Fuel Use and/or Wheeling LUGF, as applicable, as such terms are defined herein.
- (g) References to "MMBtu" in this Tariff shall be deemed references to Dekatherms (Dth).
- (h) References to Day or daily throughout this Tariff shall be deemed to include any given period of time as may be applicable, e.g., Hour, Intraday periods.

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**Original Sheet No. 333** Original Sheet No. 333 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

2.    MEASUREMENT:

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

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**First Revised Sheet No. 334** First Revised Sheet No. 334

Superseding: Original Sheet No. 334

GENERAL TERMS AND CONDITIONS  
(continued)

2. MEASUREMENT (continued)

applicable Rate Schedules in this Tariff shall be determined as follows:

- (a) For the purpose of measurement and meter calibration, the average absolute atmospheric pressure for each Point of Receipt and Delivery shall be based on the actual elevation or location of the meter at the Point of Receipt or Delivery above sea level.
- (b) The temperature of the Gas passing through the meters shall, when reasonably deemed necessary for computing Gas quantities, be determined for any Day by the continuous use of a recording thermometer or its equivalent so installed that it may properly record the temperature of the Gas flowing through the meters. The arithmetic average of the temperature recorded each Day shall be used in computing Gas quantity, or, if not inconsistent with Transporter's operations, instantaneous temperature measurements may be applied to metering instruments for quantity computation.
- (c) The specific gravity of the Gas passing through the meters shall, when reasonably deemed necessary for computing Gas quantities, be determined for any one Day by the use of a gravimeter recording continuously, unless otherwise agreed. The arithmetic average of the specific gravity of the Gas or, if not inconsistent with Transporter's operations, continuous instantaneous specific gravity measurement, may be applied to metering instruments to provide the quantity computation. Otherwise, the specific gravity of the Gas shall be determined by approved methods not inconsistent with Transporter's operations with such reasonable frequency as is found expedient in practice.
- (d) The deviation of the Gas from Ideal Gas Laws shall be calculated according to the recommendations of the AGA Measurement Committee

GENERAL TERMS AND CONDITIONS  
(continued)

2. MEASUREMENT (continued)

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

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

- 2.4 Examination of Records. Upon request, the measuring party shall make its measurement charts and records available to the other party for examination, the same to be returned within twenty (20) Days; provided, however, that the measuring party shall not be required to provide any such records or charts more often than once in any three (3) Month period. Transporter's charts and records for a given Service Month shall be conclusively presumed correct if no written objection thereto is served on Transporter in accordance with the provision of Section 14.4 below. Records will be retained for a period of two Years.

- 2.5 Closing of Measurement. Transporter will close measurement no later than five (5) Business Days after the end of the applicable Service Month, in accordance with NAESB Standard 2.3.7.

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**Original Sheet No. 336** Original Sheet No. 336 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

3.    MEASUREMENT EQUIPMENT:

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

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GENERAL TERMS AND CONDITIONS  
(continued)

3. MEASUREMENT EQUIPMENT (continued)

for Point(s) of Receipt or Delivery shall be owned, maintained and operated, at or near the Point of Receipt or Delivery, as agreed to by Transporter. Transporter, in addition to any remedies otherwise available to it, shall retain the right either to discontinue the operation and maintenance of measuring facilities when it determines that the daily average flows, determined over a period of sixty (60) consecutive Days, through any such facility fall below 75 Mcfd or that to continue such operation and maintenance would be otherwise economically or operationally impracticable after posting in advance on its Internet Web Site the specific criteria to be used in making any such determinations, or to enter into mutually agreeable reimbursement arrangements. Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with the referenced AGA Measurement Committee Report No. 3 ANSI/API 2530, as amended from time to time, unless otherwise agreed. The stated pressure shall be measured from the downstream flange tap. If turbine meters are used, they shall be installed and operated in accordance with the AGA Transmission Measurement Committee Report No. 7, as amended from time to time, unless otherwise agreed. If other types of measurement devices or instruments are used, the installation and operation of such facilities shall be in accordance with terms and procedures reasonably acceptable to Transporter, in view of its operational requirements and constraints.

- 3.2 Check Meters. Either party shall have the right to install, maintain and operate, at its own expense, at or near Point(s) of Receipt and Delivery, check meters and other necessary equipment by which the quantity of Gas received or delivered by Transporter may be measured for checking purposes, provided that the installation or operation shall in no way interfere with the operation, maintenance and measurement of any primary measuring facilities at such point(s). Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with the AGA Committee Report No. 3 ANSI/API 2530, as amended from time to time,



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Original Sheet No. 338 Original Sheet No. 338 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

3. MEASUREMENT EQUIPMENT (continued)

unless otherwise agreed. If turbine meters are used, they shall be installed and operated in accordance with the AGA Committee Report No. 7, as amended from time to time, unless otherwise agreed. If other types of measurement devices or instruments are used, the installation and operation of such facilities shall be in accordance with terms and procedures reasonably acceptable to Transporter, in view of its operational requirements and constraints.

- 3.3 Accuracy. All measuring equipment shall be installed in such manner as to permit an accurate determination of the quantity of Gas received or delivered and ready verification of the accuracy of measurement. The parties shall exercise reasonable care in the installation, maintenance and operation of check measuring or pressure regulating equipment or Gas compressors so as to prevent inaccuracy in the determination of the quantity of Gas being measured. When Transporter determines that pulsation problems or other measurement inaccuracies exist, in addition to any remedies otherwise available to it, Transporter shall have the right to require Shipper or other third parties to install pulsation dampening equipment and/or to regulate Gas flows in a manner which would prevent or eliminate such problems or inaccuracies. Following notice to the affected parties and pending the correction of the problem, measurements based on charts or meters at any such affected points for system operating purposes shall be made in a manner which reasonably adjusts or compensates for the inaccuracy identified.
- 3.4 Meter Testing. The accuracy of the primary measuring equipment shall be verified by the primary measuring party at reasonable intervals, and, if requested, in the presence of representatives of the non-measuring party, but the primary measuring party shall not be required to verify the accuracy of such equipment more frequently than once in any ninety (90) Day period.
- 3.5 Meter Correction. Readings, calibrations, tests, repairs and adjustments of the primary measuring party's metering and testing equipment, and changing

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**First Revised Sheet No. 339** First Revised Sheet No. 339

Superseding: Original Sheet No. 339

GENERAL TERMS AND CONDITIONS  
(continued)

2. MEASUREMENT EQUIPMENT (continued)

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

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

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**Original Sheet No. 340** Original Sheet No. 340 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

3.    MEASUREMENT EQUIPMENT (continued)

such facilities and to such premises at any reasonable time for any purpose connected with the provision of service hereunder.

- 3.7    Access to Tests and Records. Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring or checking the measurement of deliveries hereunder. The records from such equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within twenty (20) Days after receipt thereof.
- 3.8    Preservation of Records. Each party shall preserve on microfilm or otherwise for a period of at least one (1) Year all test data, charts and other similar records, unless such records pertain to a pending dispute.

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**First Revised Sheet No. 341** First Revised Sheet No. 341

Superseding: Original Sheet No. 341

GENERAL TERMS AND CONDITIONS  
(continued)

4. QUALITY:

- 4.1 General. Shipper agrees that the Gas tendered for transport hereunder shall meet the specifications set forth in this section. Transporter may reject Gas tendered or delivered by Shipper that fails to conform to the quality specifications provided in this Tariff or which, in its reasonable judgment, may cause harm to its facilities or diminish the quality of Gas in its system. Transporter may under all circumstances subject, or permit the subjection of, the Gas to compression, cooling, cleaning, products extraction and other processes.
- 4.2 Total Heating Value. Gas delivered by Shipper hereunder shall have a heating value of at least 975 Btu per cubic foot. In the event that the heating value of the Gas per cubic foot is below 975 Btu, Transporter has the option (a) to refuse to accept said Gas so long as said heating value remains below 975 Btu per cubic foot, or (b) to continue to accept delivery of said Gas. The maximum Btu content of Gas delivered by Shipper shall not exceed 1100 Btu per cubic foot.
- 4.3 Objectionable Matter. Shipper agrees that the Gas tendered for transport hereunder:
  - (a) shall be commercially free from objectionable odors, dust, impurities, or other solid, gaseous or liquid matter (including, without limitation, any free water) which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
  - (b) shall contain less than one fourth (1/4) grain of hydrogen sulfide per hundred cubic feet of Gas volume;
  - (c) shall not contain more than five (5) grains in total of sulphur compounds per hundred cubic feet of Gas volume;

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Original Sheet No. 342 Original Sheet No. 342 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

4. QUALITY (continued)

- (d) shall not have a temperature of less than forty degrees Fahrenheit nor more than one hundred twenty degrees Fahrenheit;
  - (e) shall not contain an amount of water vapor exceeding seven (7) pounds of water per MMcf measured at a pressure base of 14.73 psia and at a temperature of sixty degrees Fahrenheit;
  - (f) shall not contain in excess of two-tenths of one percent (0.2 of 1%) by volume of oxygen;
  - (g) shall not contain more than two percent (2%) by volume of carbon dioxide;
  - (h) shall not contain in excess of three percent (3%) by volume of nitrogen;
  - (i) shall not have a hydrocarbon dew point in excess of twenty degrees Fahrenheit at 800 psig. This dew point can usually be obtained when the pentanes and heavier content (C5+) of the gas is not in excess of two-tenths (0.2) gallons per Mcf as determined by a chromatographic analysis using standard equipment performed in accordance with standard industry practices and procedures.
- 4.4 Deleterious Substances. The Gas tendered for transportation hereunder shall not contain any toxic, hazardous or deleterious materials or substances, or any materials potentially harmful to persons or the environment, including, but not limited to, polychlorinated biphenyls and substances requiring investigation, remediation or removal under any law, regulation, rule or order in effect from time to time.
- 4.5 Commingling. Transporter shall have the unqualified right to commingle Gas received for service hereunder with Gas from other sources. Accordingly, Gas received by Transporter shall be subject to such changes as may result from such commingling and Transporter shall, notwithstanding any other provisions herein, be under no obligation to deliver for Shipper's account Gas identical to that received by Transporter. Subject to other terms and

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GENERAL TERMS AND CONDITIONS  
(continued)

4. QUALITY (continued)

provisions of this Tariff, Transporter will transport and tender for delivery for the account of Shipper such thermally equivalent quantities of Gas, less Fuel Use and LUFG retained, as it receives for such Shipper's account.

- 4.6 Non-Conformance. If the Gas tendered for transportation by Shipper shall fail at any time to conform to any of the specifications set forth herein above, then Transporter shall so notify Shipper thereof and Transporter thereupon may, at its option and in addition to any other remedies available to Transporter, refuse to accept delivery pending correction by Shipper. Transporter also may, at its option, offer to bring such Gas into conformity with such specifications. If Shipper accepts such offer, Shipper shall reimburse Transporter, on mutually agreed upon terms, for all expenses reasonably incurred by Transporter in effecting such changes.

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**Third Revised Sheet No. 344** Third Revised Sheet No. 344

Superseding: Second Revised Sheet No. 344

GENERAL TERMS AND CONDITIONS  
(continued)

5. RECEIPT AND DELIVERY NOMINATIONS, SCHEDULING AND CONDITIONS:

5.1 Point(s) of Receipt.

(a) Options:

(i) Firm Shippers: Subject to the terms and conditions of this Tariff, and except as otherwise specified in the applicable Rate Schedules, firm transportation Shippers may request specific physical Receipt Points as Primary Receipt Points, Secondary Receipt Points and/or Additional Individual Receipt Points, and/or one or more Pools on Transporter's system as Points of Receipt within applicable Receipt Entitlements for utilization under a Rate Schedule FT Service Agreement. Under certain circumstances described in this Tariff, such Shippers may request receipts from Pools, Additional Individual Receipt Points and/or Secondary Receipt Points in Pooling Areas which are not covered by its Receipt Entitlement(s). Transporter shall not be obligated to agree to any changed point(s) if such request is made pursuant to a Rate Schedule FT-2 Service Agreement and would affect Transporter's obligations to provide Linked Firm Service related to such Rate Schedule FT-2 Service Agreement or is made pursuant to a Service Agreement for Linked Firm Service and would not be operationally feasible taking into consideration the availability of firm capacity under Rate Schedule FT-2. On any Day, Transporter shall not be obligated to receive and Shipper shall not be entitled to deliver a cumulative quantity from all of Shipper's Receipt Points in excess of applicable Receipt Entitlements and Contract Demand.

(1) Primary Receipt Points: In addition to the utilization of Pools and/or Additional Individual Receipt Points as Receipt Points under a Service Agreement, Shipper may request specific physical Primary Point(s) of Receipt located within its Receipt Entitlement(s) and a Maximum Receipt Obligation (MRO) for each such point. The aggregate of such MRO('s) in such Pooling Area(s) shall not exceed applicable Receipt Entitlement(s). The total of all MRO's shall not exceed Shipper's

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GENERAL TERMS AND CONDITIONS  
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5.1 Point(s) of Receipt (continued)

Contract Demand. Assignment of capacity to Shipper at each requested Primary Point of Receipt shall be in accordance with Section 10 hereof. The quantity limitations for receipts that are permitted for a given Day during the Service Month at Primary Receipt Points shall be:

- (A) the effective MRO's applicable to receipts at any individual point(s);
  - (B) Shipper's total MRO's within the Receipt Entitlement (less receipts from Secondary Receipt Point(s) within the Receipt Entitlement), for each of Shipper's Receipt Entitlements;
  - (C) the Receipt Entitlement (less receipts from Pools, Additional Individual Receipt Points and Secondary Receipt Point(s) within the Receipt Entitlement) applicable to receipts at all Receipt Points within the Receipt Entitlement, for each of Shipper's Receipt Entitlements; and/or
  - (D) the Contract Demand (less total receipts from Pools and at Additional Individual Receipt Points and Secondary Receipt Point(s) in all Pooling Areas) applicable to total receipts.
- (2) Secondary Receipt Points: Subject to the provisions of this section, a Shipper with Primary Receipt Point(s) may also request, pursuant to Section 5.2 below, interruptible service from specific physical Receipt Points located in Pooling Area(s) in which its Primary Receipt Points are located as



GENERAL TERMS AND CONDITIONS  
(continued)

5.1 Point(s) of Receipt (continued)

Secondary Receipt Points. Shipper shall specify a Secondary Maximum Receipt Quantity for each such point, the aggregate of which, when added to the sum of Shipper's nominations at its Primary Receipt Point(s) shall not exceed the sum of Shipper's MRO's within the applicable Receipt Entitlement. Assignment of capacity to Shipper at each requested Secondary Receipt Point shall be as provided in Section 5.2 below. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month at Secondary Receipt Points shall be:

- (A) the Secondary MRQ's established at any individual point;
- (B) the sum of Shipper's total MRO's within the applicable Receipt Entitlement (less receipts from Primary Receipt Points) for each of Shipper's Receipt Entitlements;
- (C) the applicable Receipt Entitlement (less receipts from Additional Individual Receipt Points, Pools and Primary Receipt Point(s) within the Receipt Entitlement), applicable to receipts at all Receipt Points within the Receipt Entitlement, for each of Shipper's Receipt Entitlements; and/or
- (D) the Contract Demand (less total receipts from Additional Individual Receipt Points, Pools and Primary Receipt Points in all Pooling Areas).

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**Original Sheet No. 347** Original Sheet No. 347 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.1 Point(s) of Receipt (continued)

- (3) Additional Individual Receipt Points: In addition to the utilization of Primary Receipt Points, Secondary Receipt Points and/or Pools under a Service Agreement, Shipper may request, pursuant to Section 5.2 of these General Terms and Conditions, interruptible service from specific physical Points of Receipt located within its Receipt Entitlement(s) as Additional Individual Receipt Points. Utilization of such points by Shipper shall be in accordance with the provisions of Section 5.2 below. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month from Additional Individual Receipt Points shall be:
  - (A) the applicable Receipt Entitlement (less receipts from Primary and Secondary Receipt Points and Pools within such Receipt Entitlement) for each of Shipper's Receipt Entitlements; and/or
  - (B) the Contract Demand (less total receipts from Primary and Secondary Receipt Points and Pools in all Pooling Areas), applicable to total receipts.
- (4) Pools: In addition to utilization of Primary and/or Secondary Receipt Points and/or Additional Individual Receipt Points and except as provided in Section 30, Shipper may request, pursuant to Section 5.2 of these General Terms and Conditions, interruptible service from Pools which receive Gas from points located within a Pooling Area which is covered by one of its Receipt Entitlement(s). Utilization of Pools by Shipper shall be in

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GENERAL TERMS AND CONDITIONS  
(continued)

5.1 Point(s) of Receipt (continued)

accordance with the provisions of Section 5.2 below. Except as specifically provided otherwise in this Tariff, a Shipper designating Pools as its Points of Receipt is not relieved of any of its responsibilities or obligations under this Tariff. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month from Pools shall be:

- (A) the applicable Receipt Entitlement (less receipts from Primary, Secondary and Additional Individual Receipt Points within the Receipt Entitlement), for each of Shipper's Receipt Entitlements; and/or
  - (B) the Contract Demand (less total receipts from Primary, Secondary and Additional Individual Receipt Points in all Pooling Areas), applicable to total receipts.
- (5) Shipper may substitute Primary Receipt Points or otherwise change MRO's, provided that effective Receipt Entitlements and/or Contract Demand are not exceeded. Deletions, substitutions or additions of Receipt Points shall be in accordance with the provisions of Section 10 below. A Shipper receiving discounted service shall not be entitled to receive discounted rates for receipts at substituted or changed Primary Receipt Points unless Transporter and Shipper expressly agree.

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**Original Sheet No. 349** Original Sheet No. 349 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.1 Point(s) of Receipt (continued)

- (6) Out-of-Pooling Area Utilization: Shipper may request, in accordance with (i)(2) above and Section 5.2 of these General Terms and Conditions, utilization of Secondary Receipt Points in Pooling Areas other than those in which its applicable Primary Receipt Point is located. Shipper may also request, in accordance with Section 5.2, to utilize Additional Individual Receipt Points and/or Pools in any Pooling Area, whether or not such Pooling Area is covered by one of Shipper's Receipt Entitlements.
  - (7) A Shipper receiving discounted service shall not be entitled to receive discounted rates for receipts at Secondary Receipt Points, Additional Individual Receipt Points or Pools, unless Transporter and Shipper expressly agree. Except as provided otherwise in this Tariff, service at Secondary Receipt Point(s), Additional Individual Receipt Points and Pools shall be provided in accordance with and subject to the terms and conditions applicable to service under Rate Schedule IT.
- (ii) Rate Schedule IT Shippers:
- (1) Specific Physical Receipt Points: Shippers receiving service under a Rate Schedule IT Service Agreement may request one or more generally available specific physical Receipt Points during the Section 5.2(a) nomination and confirmation process;

GENERAL TERMS AND CONDITIONS  
(continued)

5.1 Point(s) of Receipt (continued)

provided that its aggregate receipts shall not exceed its MCQ.

- (2) Pools: In addition to the utilization of specific physical Receipt Points, Shippers receiving service under a Rate Schedule IT Service Agreement may request one or more generally available Pools on Transporter's system as Receipt Points during the Section 5.2(a) nomination and confirmation process; provided that its aggregate receipts shall not exceed its MCQ.

- (iii) Rate Schedule PS Shippers: Pool Managers shall have the receipt option contained in, and shall be subject to, the terms and conditions of Rate Schedule PS.

- (iv) Rate Schedule PHS Shippers: Shippers utilizing the wheeling and park and loan options under Rate Schedule PHS shall have the receipt options described for each in such Rate Schedule and shall request applicable Receipt Points during the nomination process.

- (b) Pressure. Shipper shall use due care and diligence to maintain such pressure at the Point(s) of Receipt necessary to effect delivery of the Gas at whatever working pressures exist in Transporter's system at such points from time to time; in no event, however, shall Shipper tender Gas for service at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure, if any, specified for the Point(s) of Receipt in the Service Agreement.

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

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**Sheet Nos. 351 - 361** Sheet Nos. 351 - 361 :    Effective

Sheet Nos. 351 through 361  
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GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology. Except as otherwise provided in this Tariff, Shipper shall furnish receipt nominations to Transporter for all quantities of Gas Shipper desires Transporter to receive, including applicable Fuel Use and LUFG retentions. All nominations shall be prospective only, and must be made electronically except during emergency events as provided in Section 22.8 of these General Terms and Conditions. Transporter may rely on such receipt nominations for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section. At a physical Receipt Point, unless there is an operational balancing agreement in effect, one of the standard allocation methodologies, inter alia, will be determined in accordance with NAESB Standards after or during confirmation and prior to gas flow. Pursuant to NAESB Standard 2.3.16, the list of allocation methodology types is as follows:

- A. ranked;
- B. pro rata;
- C. percentage;
- D. swing; and
- E. Operator provided value.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and Operator may memorialize their pre-determined allocation methodology agreement by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 783 of this Tariff, provided that such Operator is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below.

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**First Revised Sheet No. 363** First Revised Sheet No. 363

Superseding: Original Sheet No. 363

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Upon thirty (30) Days' notice provided via Transporter's Internet Web Site, Transporter may require Operators to execute Predetermined Allocation Agreements electronically via the Internet. If a Shipper names one or more Pools as Receipt Points under its Service Agreement, its receipt nominations shall consist of a designation by the Shipper as to the total amount of Gas it desires Transporter to receive for its account from Pools and the Pools from which such Gas will be tendered, including individual quantities from each Pool, and the other information required by Transporter related to such Shipper's receipt nomination pursuant to Section 5.3 below. All other receipt nominations shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to receive at a particular Point of Receipt, the sources of such Gas, the quantity from each source and the first Service Agreements, including those in which Shippers are Pool Managers, to which such Gas will be assigned. In the event that a Shipper furnishes receipt nominations for any Day for receipts from Storage Points of Withdrawal, as well as from physical Receipt Points or



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GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Pools under Rate Schedules FT or IT for transportation not related to storage, and Shipper fails to take delivery of adequate quantities of Gas to utilize its total receipt nominations for such Day, Transporter will allocate quantities received in a manner such that nominations for receipts from physical Receipt Points and Pools are fully utilized first, with any remaining quantities allocated to satisfy the nominations for receipts from Storage Points of Withdrawal. If, for any Day, due to the failure of any FT-2 Shipper to comply with its MFO(s) under Rate Schedule FT-2, Transporter does not have sufficient capacity to schedule nominated quantities of Linked Firm Service, up to the amount of Linked Firm Service that would have been available had the FT-2 Shipper complied with its MFO(s), received during the Timely Nomination Cycle from all Linked Firm Service Shippers whose capacity is linked to that FT-2 Shipper's MFO(s), then nominated quantities for the affected Linked Firm Service Shippers shall be reduced on a pro rata basis based on quantities nominated by the affected Linked Firm Service Shippers during the Timely Nomination Cycle; provided, however, that affected Linked Firm Service Shipper(s) that do not also hold the applicable Rate Schedule FT-2 capacity that created the Linked Firm Service capacity shall have a higher scheduling priority than the affected Linked Firm Service Shipper that holds the applicable Rate Schedule FT-2 capacity that created the Linked Firm Service capacity.

(a) Receipt Nominations:

(i) Nomination Cycles: The following standard nomination cycles (in Central Clock time) shall be available, except that, consistent with the terms of Rate Schedule FT-2, an FT-2 Shipper may not be permitted to change its nomination after the Timely Nomination Cycle:

(1) The Timely Nomination Cycle on the Day prior to Gas flow shall be as follows:

11:30 a.m. Nomination leaves control of the Nominating party.

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GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- 11:45 a.m. Receipt of nomination by Transporter (including from TTTSPs).
- 12:00 p.m. Transporter sends Quick Response.
- 3:30 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
- 4:30 p.m. Receipt of scheduled quantities by Shipper and Operator.
- (2) The Evening Nomination Cycle on the Day prior to Gas flow shall be as follows:
  - 6:00 p.m. Nomination leaves control of the nominating party.
  - 6:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).
  - 6:30 p.m. Transporter sends Quick Response.
  - 9:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
  - 10:00 p.m. Transporter provides (which, for purposes of this Section 5.2(a) and Section 5.5(a) below, shall mean, for electronic data interchange transmittals pursuant to NASEB Standards 1.4.X, receipt at the designated site, and for other forms of transmittal, sending and posting) scheduled quantities to Shipper and Operator, including notice to bumped Shippers.

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Scheduled quantities resulting from an Evening Nomination submitted pursuant to this Section 5.2(a)(i)(2) that does not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the Day of Gas flow; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the day of Gas flow.

- (3) The Intraday 1 Nomination Cycle on the Day of Gas flow shall be as follows:

10:00 a.m. Nomination leaves control of the nominating party.

10:15 a.m. Receipt of nomination by Transporter (including from TTTSPs).

10:30 a.m. Transporter sends Quick Response.

1:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.

2:00 p.m. Transporter provides scheduled quantities to Shipper and Operator, including notice to bumped Shippers.

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 1 Nomination Cycle pursuant to this Section 5.2(a)(i)(3) will be 5:00 p.m. on the Day of Gas flow.

- (4) The Intraday 2 Nomination Cycle on the Day of Gas flow shall be as follows:

5:00 p.m. Nomination leaves control of the nominating party.

5:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).

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**First Revised Sheet No. 367** First Revised Sheet No. 367

Superseding: Original Sheet No. 367

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

5:30 p.m. Transporter sends Quick Response.

8:00 p.m. Receipt of completed confirmations  
by Transporter from upstream and  
downstream connected parties.

9:00 p.m. Transporter provides scheduled  
quantities to Shipper and Operator.

The effective time of scheduled quantities  
resulting from a nomination submitted during the  
Intraday 2 Nomination Cycle pursuant to this  
Section 5.2(a)(i)(4) will be 9:00 p.m. on the  
Day of Gas flow. Bumping shall not occur due  
to nominations submitted during the Intraday 2  
Nomination Cycle pursuant to this Section  
5.2(a)(i)(4).

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**First Revised Sheet No. 368** First Revised Sheet No. 368

Superseding: Original Sheet No. 368

GENERAL TERMS AND CONDITIONS  
(Continued)

5.2    Receipt Nominations and Allocation Methodology (continued)

- (ii) General: Shipper shall furnish, in a form acceptable to Transporter and in accordance with the above-specified deadline(s), receipt nominations for any period not inconsistent with the terms of its Service Agreement, for all quantities of Gas it desires Transporter to receive during the period covered by the nomination, including quantities for Fuel Use and LUFG.

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Shipper shall be allowed to request prospective adjustments to the nominations in effect during prior applicable periods in accordance with the deadlines specified in this Section 5.2(a). The deadlines provided above shall not apply to a Shipper under Rate Schedule NNTS when a nomination is required due to a directive by Transporter to Shipper. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadlines provided above.

(iii) Intraday Nominations: For services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Receipt Points, or to nominate new supply. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above. The deadlines provided above shall not apply to a Shipper under Rate Schedule NNTS when an Intraday Nomination is required due to a directive by Transporter to Shipper. An Intraday Nomination submitted on the Day prior to Gas flow, if scheduled, will take effect at the start of the next Day at 9:00 a.m. CCT.

(b) Required Information: Each receipt nomination or Intraday Nomination shall be submitted electronically in a form acceptable to Transporter.

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**Second Revised Sheet No. 370** Second Revised Sheet No. 370

Superseding: First Revised Sheet No. 370

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Each nomination shall contain data elements required by NAESB Standards and the following information:

- (i) Nominating party;
- (ii) Shipper's name;
- (iii) Transporter's meter number or Pool number, as applicable;
- (iv) Physical Receipt Point or Pool name;
- (v) Daily Dth nomination, for each Service Agreement, transaction confirmation, and Pool for which receipt of Gas is desired;
- (vi) Service Agreement numbers for the Shippers for which receipt of Gas is desired, or transaction confirmation number for firm Pool Transfers and other services, as applicable;
- (vii) Begin and end dates and times (begin times will be the effective times specified by the NAESB Standards for the applicable nomination cycle for the applicable Day and end times will be the end of the Day for which the nomination is submitted, unless otherwise agreed);
- (viii) Pooling Area information;
- (ix) Upstream identification and contract numbers;
- (x) Whether the nomination is for a segmented transaction; and
- (xi) Information specifying the order or rank in which supply sources are to be reduced if necessary.

Shipper shall provide a receipt nomination for each request for correction of Imbalances incurred within the Service Month (which request shall also constitute a delivery nomination for purposes of Imbalance correction), each Receipt Point priority, each storage account, each Rate Schedule, each supply source and each Point of Receipt as and when applicable.

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Transporter may thereafter require the submission of other information as is reasonably necessary to complete the processing of the nominations. Overrun quantities should be requested on a separate transaction.

- (c) Limitations: Receipt nominations shall equal the quantity of Gas to be tendered for receipt by Transporter and shall be no greater than the daily Gas production capability or capacity at such Point of Receipt. Best efforts shall be used to avoid tenders to Transporter which differ or deviate from the corresponding receipt nomination or Intraday Nomination. Shipper shall keep Transporter advised of any material deviations in actual deliveries to Transporter from the quantities scheduled for receipt by Transporter. Nominations which are submitted without consistent corresponding delivery nominations will not be accepted. Gas received by Transporter at any given Point of Receipt without a scheduled receipt nomination(s) or in a manner inconsistent with a scheduled receipt nomination(s) (i.e., quantities deviate from scheduled nomination(s)) shall be subject to the provisions of Section 5.8 below (and Shippers, including Pool Managers, may be assessed applicable charges) and may be suspended or, if accepted, allocated as provided above. Pursuant to the provisions of NAESB Standard 1.3.22, in the event there is a discrepancy between the amount nominated by Shipper at a Receipt Point and the amount the Operator will confirm, the lesser of the two numbers will govern.



GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- (d) Scheduling: Unless the Confirming Parties have agreed to Confirmation by Exception, Transporter will initiate confirmation of a receipt nomination from an Operator and Operator shall provide such confirmation in accordance with the above-specified deadlines. Transporter will not be obligated to schedule a nomination if the Operator does not confirm such nomination in time to allow Transporter to schedule it within the time requested by Shipper. Nominations received after the nomination deadline(s) for a given period will be scheduled after the nominations received before such deadline(s). To the extent a receipt nomination is not fully confirmed or scheduled, it will be treated as resubmitted for the next cycle unless the Shipper submits a nomination to replace it before the nomination deadline for the next cycle. After scheduling a nomination, Transporter will make notification of scheduled quantities available to parties as is necessary. Transporter shall have no obligation to schedule nominations which are not properly submitted or do not have consistent and verifiable corresponding delivery nominations (except for Rate Schedule NNTS). Nominations which are submitted without consistent corresponding delivery nominations will not be accepted. In situations where Transporter cannot schedule all receipt nominations submitted, either systemwide, in a particular Pooling Area or on a particular segment of its system, due to capacity or operational constraints, Transporter will schedule nominations in a manner that tends to alleviate the operational or capacity constraints and maximizes total throughput on Transporter's system, utilizing the priorities set forth below, subject to other terms and conditions of this Tariff. Transporter will make scheduled quantities available electronically to Shipper, Operator,

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**Fifth Revised Sheet No. 373** Fifth Revised Sheet No. 373

Superseding: Fourth Revised Sheet No. 373

GENERAL TERMS AND CONDITIONS  
(continued)

5.2    Receipt Nominations and Allocation Methodology (continued)

and/or Pool Manager. At the end of each Day of gas flow, Transporter shall make available electronically to Shippers information containing each Shipper's scheduled quantities, including scheduled Intraday Nominations and any other scheduling changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS, RSS, FT, FT-2, and EFT, consistent with applicable Contract Limitations, firm Pool Transfers under Rate Schedule PS, and firm wheeling under Rate Schedule PHS in the following order:

- (1)    Primary Receipt Points;

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**Fifth Revised Sheet No. 374** Fifth Revised Sheet No. 374

Superseding: Fourth Revised Sheet No. 374

GENERAL TERMS AND CONDITIONS

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5.2 Receipt Nominations and Allocation Methodology (continued)

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

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**Sheet No. 375** Sheet No. 375

Second Revised Sheet No. 375 is reserved for future use.

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**Second Revised Sheet No. 376** Second Revised Sheet No. 376

Superseding: First Revised Sheet No. 376

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- 5.3 Pool Nominations. A Pool Manager shall provide receipt nominations for all quantities to be received into each of its Pools including from Pool Transfers and delivery nominations for all quantities being directed out of each of its Pools. Additionally, with respect to incoming Pool Transfers, Pool Manager must provide receipt information as applicable. Such nominations shall be made electronically (except during emergency events as provided in Section 22.8 of these General Terms and Conditions), for any period not inconsistent with the terms of Pool Manager's pooling Service Agreement, for all transactions under its pooling Service Agreement, for each Pool, and in accordance with the deadlines specified in Sections 5.2(a) above and 5.5(a) below. Such nominations (and any Intraday Nominations) shall contain all applicable information required by Sections 5.2(b) above and 5.5(b) below.

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**Second Revised Sheet No. 377** Second Revised Sheet No. 377

Superseding: First Revised Sheet No. 377

GENERAL TERMS AND CONDITIONS  
(continued)

5.3 Pool Nominations (continued)

(b) Pool Transfers:

- (i) Interruptible: A Pool Manager may nominate deliveries from one Pool to another Pool within the same Pooling Area in any Service Month (i.e., outgoing Pool Transfer) on an interruptible basis without charge. Pool Transfers outside a Pooling Area shall not be permitted without a charge, except that a Pool Manager with a Pool in the Neutral Pooling Area may nominate quantities from its Pool in the Neutral Pooling Area to any of the Pool Manager's other Pools, regardless of Pooling Area on an interruptible basis. Pool Manager may nominate quantities from any of its Pools in any other Pooling Area to any other Pool(s) in other Pooling Areas on an interruptible basis and in such instances Transporter shall impose a charge for each Dth so nominated. For purposes hereof, such charge shall be from zero up to the maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas for each Dth of Gas transferred. Unless Transporter agrees otherwise, Pool Manager shall pay, or cause to be paid, the maximum applicable charge for such transfers. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such transfers.
- (ii) Firm: From time to time, Transporter may have the capability to perform Pool Transfers from a Pool Manager's Pool in one Pooling Area (including the Neutral Pooling Area) to Pools in other Pooling Areas on a firm basis for a charge.

Transporter will make such services available to Pool Managers in the same manner as it makes firm capacity available on its system to Shippers and potential Shippers, in accordance with the Commission's regulations and the provisions of this Tariff. The charge for this service shall be from zero up to an amount equal to the maximum applicable Rate Schedule

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Superseding: First Revised Sheet No. 378

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5.3 Pool Nominations (continued)

FT Reservation Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, for each Dth of such capacity so reserved (hereafter the "Capacity Reserved"). Unless Transporter otherwise agrees, Pool Manager shall pay, or cause to be paid, the maximum applicable charges for capacity so reserved. Transporter will not retain or charge Fuel Use and LUFG allowances or charges, nor will it charge a commodity rate, for such transfers.

- (iii) General. If a Pool Manager is receiving incoming Pool Transfers from another Pool the Pool Manager's nominations shall notify Transporter of same. If the nominations relating to Pool Transfers submitted by the Pool Managers involved are inconsistent, such nominations may be rejected or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nominations. Pool Manager's receipt and delivery nominations, if inconsistent, will not be accepted. Nominations that are not fully confirmed or scheduled will be treated as resubmitted for the next cycle unless the Pool Manager submits a nomination to replace it before the nomination deadline for the next cycle.

Subject to the conditions and pursuant to the procedures specified in Section 20 below and subject to the availability of capacity, Transporter may adjust or prohibit Pool Transfers, in whole or in part, or impose other limitations on Pools, as may be necessary, on a prospective basis.

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**Third Revised Sheet No. 379** Third Revised Sheet No. 379

Superseding: Second Revised Sheet No. 379

GENERAL TERMS AND CONDITIONS  
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5.3 Pool Nominations (continued)

- (d) Title Transfer Tracking. Transporter accommodates TTT on its system via its Pool Transfer procedures. A party desiring to provide TTT services which arise from or terminate with activity on Transporter's system shall do so as a Pool Manager under Rate Schedule PS using Pool Transfers, or as authorized agent for Pool Managers using Pool Transfers. Such 3PAD shall be required to enter into a Service Agreement under Rate Schedule PS, or an agency agreement, in Transporter's then current form, among the Pool Manager, the 3PAD and Transporter, respectively. 3PAD shall act as agent for nominations for the Pool Managers and other Shippers for which it provides TTT services. The TTT services shall be provided at the Pool level only. Other than processing valid nominations to reflect the in-place transfer of gas, Transporter shall be required to provide no accounting services relating to TTT.

5.4 Point(s) of Delivery.

(a) Options:

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



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**First Revised Sheet No. 380** First Revised Sheet No. 380

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5.4 Point(s) of Delivery (continued)

for each Primary Delivery Point(s). The total of MDO's shall not exceed Contract Demand. The Delivery Point(s) specified on the existing Service Agreement under Rate Schedule NNTS shall constitute Primary Delivery Point(s). Assignment of capacity to Shipper at the requested point(s) shall be in accordance with Section 10 hereof.

- (2) Secondary Delivery Point(s): Subject to the provisions of this section, a Shipper under Rate Schedule FT (but not a Shipper under Rate Schedules NNTS, PHS (firm wheeling), or PS (firm Pool Transfers)) may also request, pursuant to Section 5.5(a), interruptible service to specific Delivery Point(s) as Secondary Delivery Point(s). Shipper shall specify a Secondary Maximum Delivery Quantity for each such point, the aggregate of which, when added to the sum of Shipper's scheduled nominations at its Primary Delivery Point(s), shall not exceed Contract Demand. On no Day shall the sum of either Shipper's scheduled nominations or actual deliveries at all Delivery Points exceed Contract Demand. Assignment of capacity to Shipper at each requested Secondary Delivery Point shall be as provided in Section 5.5 below. A Shipper receiving discounted service shall not be entitled to receive discounted rates for deliveries at Secondary Delivery Points unless Transporter and Shipper expressly agree. Except as explicitly provided otherwise in this

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GENERAL TERMS AND CONDITIONS  
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5.4 Point(s) of Delivery (continued)

Tariff, service to Secondary Delivery Point(s) shall be provided in accordance with and subject to the terms and conditions applicable to service under Rate Schedule IT.

- (3) The quantity limitations for total nominations and/or deliveries that are permitted for a given Day during the Service Month at Primary Delivery Points shall be
  - (A) the effective MDO's applicable to deliveries at any individual point(s); and/or
  - (B) the Contract Demand (less deliveries at Secondary Delivery Point(s)) applicable to total deliveries.
- (4) The quantity limitations for total nominations and/or deliveries that are permitted for a given Day during the Service Month at Secondary Delivery Points shall be
  - (A) the Secondary MDQ's established at any individual point; and/or

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**Third Revised Sheet No. 382** Third Revised Sheet No. 382

Superseding: Second Revised Sheet No. 382

GENERAL TERMS AND CONDITIONS  
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5.4 Point(s) of Delivery (continued)

- (B) a quantity which is equal to the Contract Demand less the quantity of total deliveries to Primary Delivery Points.
- (ii) Shippers receiving service under Rate Schedule IT shall request one or more generally available physical Delivery Points on Transporter's system as Delivery Points during the Section 5.5(a) nomination process; provided that aggregate deliveries shall not exceed MCQ.
- (iii) Shippers receiving interruptible wheeling service under Rate Schedule PHS shall request the Delivery Points available under such Rate Schedule during the Section 5.5(a) nomination process.
- (iv) Shipper (but not a Shipper under Rate Schedule FT-2, EFT or NNTS) may substitute Primary Delivery Points or otherwise change MDO's, provided that Contract Demand is not exceeded. Any increase in or shift of MDO at a Primary Delivery Point must be in substitution for relinquished MDO at another Primary Delivery Point. Deletions, substitutions or additions of Delivery Points shall be in accordance with the provisions of Section 10; provided, however, that Transporter will process and accept or reject, in accordance with such section,

GENERAL TERMS AND CONDITIONS  
(continued)

5.4 Point(s) of Delivery (continued)

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

- (b) Pressure. Transporter shall tender for delivery and Shipper shall receive the Gas at whatever working pressures are maintained in Transporter's system at the Point(s) of Delivery from time to time. In no event, however, shall Transporter be obligated to tender for delivery or shall Shipper receive Gas at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure specified, if any, in the Service Agreement.
- (c) Constant Rates. Transporter shall tender and Shipper shall receive Gas transported hereunder at rates as constant as operationally feasible and consistent with the corresponding delivery nominations throughout each Day and throughout each Service Month, provided however, said constant rate obligation shall not be interpreted to limit the Shipper's exercise of its on-demand no-notice rights under Rate Schedule NNTS. This constant rate obligation shall not apply to a Shipper under Rate Schedule EFT to the extent it is exercising its enhanced firm transportation rights in accordance with the terms and conditions of such Rate Schedule.

- 5.5 Delivery Nominations and Scheduling. Unless there is an operational balancing agreement in effect at the Delivery Point, one of the following standard allocation methodologies, inter alia, will be determined in accordance with NAESB Standards after or during confirmation and prior to gas flow. Pursuant to NAESB Standard 2.3.16, the list of allocation methodology types agreed upon is as follows:

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Superseding: Original Sheet No. 384

GENERAL TERMS AND CONDITIONS  
(continued)

5.5    Delivery Nominations and Scheduling (continued)

- A:    ranked;
- B.    pro rata;
- C.    percentage;
- D.    swing; and
- E.    Operator provided value.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and the entity which controls the facilities immediately downstream of such Delivery Point may memorialize their pre-determined allocation by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 783 of this Tariff, provided that such entity is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such Predetermined Allocation Agreements to be executed electronically via the Internet. All Shippers (except Shippers under Rate Schedule NNTS and RSS for withdrawals only at the Primary Delivery Point(s)) desiring service shall furnish delivery nominations for the quantities of Gas each Shipper desires to have scheduled for delivery by Transporter. Delivery nominations shall be made electronically except during emergency events, as provided in Section 22.8 of these General Terms and Conditions, and shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to tender at a particular Point of Delivery under its Service Agreement for any given Day, the individual Point(s) of Receipt or Pool(s) and corresponding suppliers from which such Gas will originate, and the quantity from each such source. In the event that a

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(continued)

5.5 Delivery Nominations and Scheduling (continued)

Shipper furnishes delivery nominations for any Day for physical deliveries in accordance with Rate Schedules FT or IT as well as deliveries to Storage Points of Injection for service under Rate Schedules FSS or ISS, and Shipper or its designee fails to provide adequate quantities of Gas to satisfy its total delivery nominations, including Fuel Use and LUFG, for such Day, Transporter will allocate quantities received in a manner such that nominations for physical deliveries are fully satisfied first, with any remaining quantities allocated to satisfy the nominations for deliveries at Storage Points of Injection, unless Shipper and Transporter agree to another allocation method in the Service Agreement. Transporter will provide such notification as may be reasonable in the circumstances when the foregoing allocation has occurred. If the delivery nominations submitted by Shipper under this Section 5.5 and those furnished by applicable Pool Managers under Section 5.3 are inconsistent, such nominations may be rejected by Transporter or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nomination and schedule. If, for any Day, due to the failure of any FT-2 Shipper to comply with its MFO(s) under Rate Schedule FT-2, Transporter does not have sufficient capacity to schedule nominated quantities of Linked Firm Service, up to the amount of Linked Firm Service that would have been available had the FT-2 Shipper complied with its MFO(s), received during the Timely Nomination Cycle from all Linked Firm Service Shippers whose capacity is linked to that FT-2 Shipper's MFO(s), then nominated quantities for the affected Linked Firm Service Shippers shall be reduced on a pro rata basis based upon quantities nominated by the affected Linked Firm Service Shippers but not scheduled during the Timely Nomination Cycle; provided, however, that affected Linked Firm Service Shipper(s) that do not also hold the applicable Rate Schedule FT-2 capacity that created the Linked Firm Service capacity shall have a higher scheduling priority than the affected Linked Firm Service Shipper that holds the applicable Rate Schedule FT-2 capacity that created the Linked Firm Service capacity. Subject to the requirements of Section 10, all delivery nominations shall be prospective only and may be used by Transporter for all purposes in the scheduling and operation of Transporter's system as described in this section, and Transporter shall not be responsible or liable for taking action in reliance on such nominations and as described herein.

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**First Revised Sheet No. 386** First Revised Sheet No. 386

Superseding: Original Sheet No. 386

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

(a) Delivery Nominations:

(i) Nomination Cycles: The following standard nomination cycles (in Central Clock Time) shall be available, except that, consistent with the terms of Rate Schedule FT-2, an FT-2 Shipper may not be permitted to change its nomination after the Timely Nomination Cycle:

(1) The Timely Nomination Cycle on the Day prior to Gas flow shall be as follows:

11:30 a.m. Nomination leaves control of the nominating party.

11:45 a.m. Receipt of nomination by Transporter (including from TTTSPs).

12:00 p.m. Transporter sends Quick Response.

3:30 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.

4:30 p.m. Receipt of scheduled quantities by Shipper and point operator.

(2) The Evening Nomination Cycle on the Day prior to Gas flow shall be as follows:

6:00 p.m. Nomination leaves control of the nominating party.

6:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).

6:30 p.m. Transporter sends Quick Response.

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**First Revised Sheet No. 387** First Revised Sheet No. 387

Superseding: Original Sheet No. 387

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

9:00 p.m. Receipt of completed confirmations  
by Transporter from upstream and  
downstream connected parties.

10:00 p.m. Transporter provides scheduled  
quantities to Shipper and point  
operator, including notice to bumped  
Shippers.

Scheduled quantities resulting from an Evening  
Nomination submitted pursuant to this Section  
5.5(a)(i)(2) that does not cause another  
Shipper to receive notice that it is being  
bumped should be effective at 9:00 a.m. on the  
Day of Gas flow; and when an Evening Nomination  
causes another Shipper to receive notice that  
it is being bumped, the scheduled quantities  
should be effective at 9:00 a.m. on the Day of  
Gas flow.



GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (3) The Intraday 1 Nomination Cycle on the Day of Gas flow shall be as follows:
- 10:00 a.m. Nomination leaves control of the nominating party.
  - 10:15 a.m. Receipt of nomination by Transporter (including from TTTSPs).
  - 10:30 a.m. Transporter sends Quick Response.
  - 1:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
  - 2:00 p.m. Transporter provides scheduled quantities to Shipper and point operator, including notice to bumped Shippers.

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 1 Nomination Cycle pursuant to this Section 5.5(a) (i) (3) will be 5:00 p.m. on the Day of Gas flow.

- (4) The Intraday 2 Nomination Cycle on the Day of Gas flow shall be as follows:
- 5:00 p.m. Nomination leaves control of the nominating party.
  - 5:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).
  - 5:30 p.m. Transporter sends Quick Response.
  - 8:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
  - 9:00 p.m. Transporter provides scheduled quantities to Shipper and point operator.

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**First Revised Sheet No. 389** First Revised Sheet No. 389

Superseding: Original Sheet No. 389

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 2 Nomination Cycle pursuant to this Section 5.5(a)(i)(4) will be 9:00 p.m. on the Day of Gas flow. Bumping shall not occur due to nominations submitted during the Intraday 2 Nomination Cycle pursuant to this Section 5.5(a)(i)(4).

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**First Revised Sheet No. 390** First Revised Sheet No. 390

Superseding: Original Sheet No. 390

GENERAL TERMS AND CONDITIONS  
(continued)

5.5    Delivery Nominations and Scheduling (continued)

- (ii) General: Shipper shall furnish, in a form acceptable to Transporter and in accordance with the above-specified deadlines, delivery nominations for any period not inconsistent with the terms of its Service Agreement, for all quantities of Gas it desires Transporter to schedule for delivery during the period covered by the nomination. A Shipper receiving service under both Rate Schedules FT and NNTS shall notify Transporter, in its original nomination only, of the method for allocating deliveries in excess of said FT nominated and scheduled quantities among Rate Schedules FT and NNTS. Such allocations above nominated and scheduled quantities shall be subject to all other terms of these General Terms and Conditions. In absence of such allocation, Transporter shall use the provisions outlined in Section 5.6(a) of these General Terms and Conditions. Shipper shall be allowed to request prospective adjustments to the nominations in effect during prior applicable periods in accordance with the deadlines specified in this Section 5.5(a). Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule nominations received later than the deadlines provided above.

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**Second Revised Sheet No. 391** Second Revised Sheet No. 391

Superseding: First Revised Sheet No. 391

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (iii) Intraday Nominations: For services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Delivery Points, or changes to markets. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above. An Intraday Nomination submitted on the Day prior to Gas flow, if scheduled, will take effect at the start of the next Day at 9:00 a.m. CCT.
- (b) Required Information: Each delivery nomination or Intraday Nomination shall be submitted electronically in a form acceptable to Transporter.

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**Third Revised Sheet No. 392** Third Revised Sheet No. 392

Superseding: Second Revised Sheet No. 392

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

Each nomination shall contain data elements required by  
NAESB Standards and the following information:

- (i) Nominating Party;
- (ii) Shipper's name;
- (iii) Point of Delivery, including meter number;
- (iv) Begin and end dates and times (begin times will be the effective times specified by the NAESB Standards for the applicable nomination cycle for the applicable Day and end times will be the end of the Day for which the nomination is submitted, unless otherwise agreed;
- (v) Information specifying the order or rank in which supply sources are to be reduced if necessary;
- (vi) Rate Schedule;
- (vii) Delivery Point Priority (Primary or Secondary);
- (viii) Daily Dth quantities by Delivery Point (including quantities for any applicable given periods consistent with Contract Limitations or Capacity Reserved, or transaction confirmation for firm Pool Transfers and other services, as applicable);
- (ix) Storage account designation, if applicable;
- (x) Downstream identification and contract numbers;
- (xi) Service Agreement number, and for firm Pool Transfers and other services, as applicable, transaction confirmation number;
- (xii) whether delivery quantity is kept whole for Fuel Use and LUFG calculation purposes; and
- (xiii) whether the nomination is for a segmented transaction.

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**First Revised Sheet No. 393** First Revised Sheet No. 393

Superseding: Original Sheet No. 393

GENERAL TERMS AND CONDITIONS  
(Continued)

5.5    Delivery Nominations and Scheduling (continued)

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

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**First Revised Sheet No. 394** First Revised Sheet No. 394

Superseding: Original Sheet No. 394

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

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

- (c) Limitation: For any given time period, each Shipper's maximum nomination shall not exceed, without Transporter's consent, Shipper's Maximum Contract Quantity, Contract Limitations, Maximum Injection and Deliverability Quantities, and Interruptible Maximum Daily Injection and Interruptible Maximum Daily Withdrawal Quantities, as applicable. Shipper shall use its best efforts to avoid receiving quantities of Gas which differ or deviate from the quantities of Gas scheduled or nominated by Shipper for delivery, and shall keep Transporter advised of any material deviations in the actual quantities delivered from the quantities scheduled. Nominations which are submitted without consistent corresponding receipt nominations will not be accepted. Pursuant to the provisions of NAESB Standard 1.3.22, in the event there is a discrepancy between the amount nominated by Shipper at a Delivery Point and the amount the entity which controls the facilities immediately downstream of the Delivery Point will confirm, the lesser of the two numbers will govern.

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**First Revised Sheet No. 395** First Revised Sheet No. 395

Superseding: Original Sheet No. 395

GENERAL TERMS AND CONDITIONS  
(continued)

5.5    Delivery Nominations and Scheduling (continued)

- (d)    Scheduling: Unless the Confirming Parties have agreed to Confirmation by Exception, Transporter will initiate confirmation of a delivery nomination from the entity which controls the facilities immediately downstream of the Delivery Point, and such entity shall provide confirmation in accordance with the above specified deadlines. Transporter will not be obligated to schedule a nomination if the applicable downstream entity does not confirm it in time to allow Transporter to schedule such nomination within the time requested by Shipper. Nominations received after the nomination deadline(s) for a given period will be scheduled after the nominations received before such deadline(s). Transporter shall have no obligation to schedule nominations which do not have consistent and verifiable corresponding receipt nominations. Nominations which are submitted without consistent corresponding receipt nominations will not be accepted. Nominations which cannot be confirmed with the party which controls the facilities immediately downstream of the Delivery Point will not be scheduled. Nominations for a Day will be scheduled until all the available firm capacity, interruptible capacity at maximum applicable rates and interruptible capacity requested at selectively discounted rates acceptable to Transporter has been utilized. Scheduling will not be delayed, nor will capacity be reserved, for nominations that cannot be readily confirmed with the party which controls the facilities immediately downstream of the Delivery Point.



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**Sixth Revised Sheet No. 396** Sixth Revised Sheet No. 396

Superseding: Fifth Revised Sheet No. 396

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

To the extent a delivery nomination is not fully confirmed or scheduled, it will be treated as resubmitted for the next cycle unless the Shipper submits a nomination to replace it before the nomination deadline for the next cycle. Transporter will make scheduled quantities available electronically to Shipper and the entity which controls the facilities immediately downstream of the Delivery Point. Additionally, at the end of each Day of gas flow, Transporter shall make available electronically information containing scheduled quantities for such Day, including scheduled Intraday Nominations and any other scheduled changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (e) Billing: If the quantities nominated and scheduled at Receipt Point(s) for receipt and transportation to a Delivery Point exceed the quantities actually taken by Shipper at such Delivery Point, Transporter, for billing purposes, shall deem the quantities delivered as having been transported from the Receipt Point(s) which result in the highest rate(s).
- (f) Priorities: It is recognized that Transporter may not have sufficient capacity either systemwide or on a particular segment of its system to provide all service for which nominations have been received under this Section 5.5.
  - (i) Except as otherwise specifically provided for in the Tariff, Service under a firm Service Agreement (including firm wheeling and firm Pool Transfer transactions) for any applicable time period shall be scheduled, consistent with applicable Contract Limitations, or Capacity Reserved, as follows:
    - (1) for firm transportation requested at a given Point of Delivery, the highest priority will be afforded Shippers under Rate Schedule NNTS which have designated such point in their Service Agreement and Shippers under Rate Schedules FT, FT-2, EFT, and RSS which have designated in their Service Agreement such point as a Primary Point of Delivery; and

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GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (2) the next highest priority will be afforded to Shippers which have designated such point as a Secondary Delivery Point. In the event sufficient capacity does not exist to schedule all nominations submitted qualifying for this priority category, capacity will be allocated first, to Shippers for whom the Secondary Delivery Point is within its Primary Path (as provided for in Section 30 of these General Terms and Conditions) and then, on a pro rata basis based on each Shipper's nomination.

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**Sixth Revised Sheet No. 399** Sixth Revised Sheet No. 399

Superseding: Fifth Revised Sheet No. 399

GENERAL TERMS AND CONDITIONS  
(continued)

5.5    Delivery Nominations and Scheduling (continued)

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

- (2)    Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time by a Shipper under Rate Schedule NNTS and RSS (for withdrawals only) and at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedules FT, FT-2, EFT, FSS or PHS (firm wheeling), as applicable, or as otherwise specifically provided for in the Tariff.

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**First Revised Sheet No. 400** First Revised Sheet No. 400

Superseding: Original Sheet No. 400

GENERAL TERMS AND CONDITIONS  
(continued)

5.5    Delivery Nominations and Scheduling    (continued)

- (v)    Transporter will provide advance notice, using the mechanisms provided for in Section 20.4(c) below for communication of OFOs, to interruptible Shippers being bumped by firm Shippers. Transporter will notify the interruptible Shipper being bumped if penalties will apply on the Day its service is to be bumped.

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**Fifth Revised Sheet No. 401** Fifth Revised Sheet No. 401

Superseding: Fourth Revised Sheet No. 401

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

If Transporter does not notify any such interruptible Shipper that it will be bumped in advance, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred. Furthermore, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred, except for penalties assessed during periods in which OFOs or curtailments were in effect.

5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each Day's (or other applicable period) deliveries of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order unless otherwise specifically provided for in the Tariff:
  - (i) Deliveries under Service Agreements pursuant to Rate Schedule EFT up to the amount scheduled and received within MDO;
  - (ii) Deliveries under Service Agreements pursuant to Rate Schedules FT and/or FT-2, up to the amount scheduled and received by Transporter within MDO;
  - (iii) Deliveries under Service Agreements pursuant to the firm wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter within MDO;

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**Second Revised Sheet No. 401A** Second Revised Sheet No. 401A

Superseding: First Revised Sheet No. 401A

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations: (continued)

- (iv) Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
- (v) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
- (vi) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedules FT, FT-2, EFT and PHS (firm wheeling);

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GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations (continued)

as applicable, level, as well as by Service Agreement.

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

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**Original Sheet No. 404** Original Sheet No. 404 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

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



GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

Transporter shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under a Service Agreement in the current Service Month, based on the best information then available to Transporter, including data (e.g., nominations) provided to Transporter by Shipper, its Operator and/or Pool Manager, as applicable, electronic measurement data (estimates or actuals), charts and meter observations, etc. Transporter's Monthly Imbalance statement for a given Service Month shall be in the same format (i.e., electronic or paper) as Shipper's transportation invoice, and shall be rendered at the same time or prior to the transportation invoice for such Service Month. Inaccuracies in information will be taken into account in the cash-out procedures, as provided in Section 5.7(c)(ii)(5). The provision of such information shall not relieve Shipper of its obligations under this Tariff to avoid, correct or eliminate actual Imbalances.

- (ii) Cash-Out: During a Service Month, Shipper shall have the opportunity to eliminate Daily Imbalances incurred within such Service Month under a Service Agreement by Pooling Area on an in-kind basis pursuant to the provisions of Section 5.5(f)(iii) of the General Terms and Conditions. Transporter and Shipper shall eliminate any quantities remaining after any netting or trading by Shipper in accordance with Sections 5.7(c)(ii)(3) and (4) hereof (hereafter the "Net Oversupplies Quantity", the "Net Undersupplies Quantity", or generically, the "Net Imbalance Quantity"), as follows. Shipper shall be charged and shall pay, or shall be paid or receive a credit of, as appropriate, an amount based on the applicable Daily Index Price(s), pursuant to the table below:

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Original Sheet No. 406 Original Sheet No. 406 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

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

- (1) In the event of a Net Oversupplies Quantity, Transporter shall have the option of crediting or offsetting other outstanding amounts owed or to be owed to Transporter by Shipper, or making a cash payment in the specified amount for such Net Oversupplies Quantity, or any combination thereof. Otherwise, Transporter shall give Shipper the option of electing to receive a cash payment from Transporter. In the case of a cash payment by Transporter, Transporter shall send such payment ten (10) Days after Shipper notifies Transporter that it elects to receive a cash payment. In the event of a Net Undersupplies Quantity, the amount to be paid to Transporter shall be due within ten (10) Days after the date of the invoice.

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GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

- A. For a Net Oversupplies Quantity, the amount will be calculated as follows: beginning with the Day having the lowest Daily Index Price of the Days on which, after aggregating all of Shipper's Daily Imbalances under its Service Agreements, Shipper had an aggregate imbalance comprised of Oversupplies for the applicable Pooling Area and Month, the amount of Shipper's aggregate imbalance for such Day (to the extent such amount does not exceed the amount of Shipper's Net Oversupplies Quantity) shall be multiplied by such Daily Index Price and the discount factor applicable to the Net Oversupplies Quantity. To the extent that any unresolved Net Oversupplies Quantity remains thereafter, the same process will be repeated, using the Day with an aggregate imbalance comprised of Oversupplies and the next lowest Daily Index Price for such Month and the same discount factor, and so forth, until the entire Net Oversupplies Quantity has been resolved.
- B. For a Net Undersupplies Quantity, the amount of Shipper's payment will be calculated as follows: beginning with the Day having the highest Daily Index Price of the Days on which, after aggregating all of Shipper's Daily Imbalances under its Service Agreements, Shipper had an aggregate imbalance comprised of Undersupplies for the applicable Pooling Area and Month, the amount of Shipper's aggregate Imbalance for such Day (to the extent such amount does not exceed the amount of Shipper's Net Undersupplies Quantity) shall be multiplied by such Daily Index Price and the premium factor applicable to the Net Undersupplies Quantity.

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Superseding: Original Sheet No. 408

GENERAL TERMS AND CONDITIONS  
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5.7 Balancing (continued)

To the extent that any unresolved Net Undersupplies Quantity remains thereafter, the same process will be repeated, using the Day with an aggregate imbalance comprised of Undersupplies and the next highest Daily Index Price for such Month, and the same premium factor, and so forth, until the entire Net Undersupplies Quantity has been resolved.

C. If a Shipper has a Net Imbalance quantity of 500 dth or less, such Imbalance amount shall be eliminated using the procedures set forth in A. or B. above as applicable, however no premium or discount factors will be applied.

(2) A. Transporter may use proceeds received from cash-outs in accordance with Section 5.7(c)(ii) to purchase, at any time and from time to time, quantities of Gas for system operation purposes. Gas purchased by Transporter pursuant to this Section 5.7(c)(ii)(2)A. may be utilized by Transporter to satisfy such operational requirements as are necessary on its system from time to time, or may be disposed of by sale. Transporter shall establish accounts in which to book payments made to or by Transporter under the procedures specified in this Section 5.7.

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

- B. Transporter shall calculate the total net revenues or net costs attributable to the cash-out provisions of this Tariff for each 12 Month period ending January 31, beginning with the 12 Month period ending January 31, 1996 ("Accrual Period"), including interest, in accordance with Section 154.501 of the Commission's regulations, on the appropriate amounts calculated from the end of the Accrual Period to the end of the calendar quarter in which the adjustment for such Accrual Period is made.

The resulting amount, defined as the "Cash-Out Excess Revenues" or the "Cash-Out Remaining Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of Cash-Out Crediting Revenues, if any. Transporter then shall allocate any such Cash-Out Crediting Revenues between an FT Credit Account and an IT Credit Account based on the ratio of Rate Schedule FT, FT-2, EFT and NNTS to Rate Schedule IT throughput quantities during the last Month of the Accrual Period.

To determine the IT Cash Balancing Revenue Credit,

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**Second Revised Sheet No. 410** Second Revised Sheet No. 410

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GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

Transporter shall divide the IT Credit Account amount by the total throughput quantity transported under Rate Schedule IT during the Accrual Period.

To determine the FT Cash Balancing Revenue Credit, Transporter shall divide the FT Credit Account amount by the total Accrual Period contract demand (i.e., the total Contract Demands and Contract Delivery Demands, in effect on January 1 of the Accrual Period, multiplied by twelve) under Rate Schedules FT, FT-2, EFT and NNTS. The reservation charge for Shippers under Rate Schedules FT, FT-2, EFT and NNTS, and the commodity charge for Shippers under Rate Schedule IT, shall be adjusted by, respectively, the FT Cash Balancing Revenue Credit, or the IT Cash Balancing Revenue Credit, such adjustment to be effective on each May 1, for the twelve Month Accrual Period ending on the prior January 31.

- (3) A. Transporter shall offset a Shipper's Monthly Imbalances incurred in the prior Month in multiple Pooling Areas, which, individually, do not exceed ten percent (10%) of total deliveries under the Service Agreement for the Pooling Area, as provided in this sub-section A. prior to aggregating Shipper's Monthly Imbalances under sub-section B. below. For purposes of this sub-section A. only, after excluding the Monthly Imbalances as described above, Transporter shall aggregate the eligible Monthly Imbalances for the Pooling Area to determine whether the net quantity is comprised of Oversupplies or Undersupplies.

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GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

The lesser of two percent (2%) of the total deliveries under the Service Agreements eligible to be aggregated or the aggregated net quantity, shall be the quantity eligible to be offset (the "Eligible Quantities") against opposite type Eligible Quantities in other Pooling Areas. Transporter shall offset Eligible Quantities in a Pooling Area against Eligible Quantities in other Pooling Area(s) only to the extent the Pooling Area(s) use the same Daily Index Price. Transporter shall offset Eligible Quantities against each other by Pooling Area, eliminating the Eligible Quantities constituting the lowest percentage of total deliveries, and then the next lowest, or until all of the Eligible Quantities for which there are opposite Eligible Quantities have been offset. Any Eligible Quantities remaining thereafter shall be aggregated in accordance with sub-section B. below.

- B. After completion of the procedures described in sub-section A. above, Transporter will aggregate by Pooling Area: (I) any of Shipper's Monthly Imbalances incurred in the prior Month under Service Agreements totally excluded from the procedures described in sub-section A. above; with (II) any Monthly Imbalances incurred in the prior Month in excess of the Eligible Quantities under the Service Agreements which were subject to the procedures described in sub-section A. above; and (III) any remaining Eligible Quantities. Transporter will make available electronically information regarding Shipper's imbalances by Pooling Area after completion of the aggregation procedures described above.

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**Third Revised Sheet No. 412** Third Revised Sheet No. 412

Superseding: Second Revised Sheet No. 412

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

Shipper shall also be allowed to offset imbalance quantities incurred in the prior month in different Pooling Areas against one another if Shipper pays a netting fee or charge. For purposes hereof, the charge shall be from zero up to the Maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas that would be applicable to transportation for each Dth deemed moved to another Pooling Area. Unless Transporter agrees otherwise, Shipper shall pay, or cause to be paid, the maximum applicable charge for such netting. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such netting. A Shipper may only transfer imbalance quantities between any two Pooling Areas to the extent of the lesser opposite imbalance quantities. Shipper may exercise its right to net across Pooling Areas by notifying Transporter in writing during the Gas Trading Period (as defined in Section 5.7(c)(ii)(4)C. below). Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such notification to be made electronically via the Internet.



GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

(4) Gas Trading Program

- A. The Gas Trading Program will be available to permit the trading among Shippers of imbalance quantities incurred in the prior Month remaining after netting/aggregation procedures under sub-section (3) above to offset such quantities. Once a Shipper has been notified of its Monthly Imbalance as provided in Section 5.7(c)(i) above, Shipper may request that Transporter post on its Internet Web Site the imbalance quantity, Pooling Area, and whether quantities are made up of Oversupplies or Undersupplies. Shipper shall specify in the request the date through which its quantities are to be posted and shall provide a name, telephone number and e-mail address of a contact person. Such request shall be made electronically via the Internet in the form prescribed by Transporter. In such case, provided such request is received prior to 11:45 a.m. on a Business Day, Transporter will post Shipper's imbalance information no later than 8:00 a.m. on the next Business Day. Additionally, a Shipper may notify Transporter prior to the time of Monthly Imbalance notification that Shipper desires to have its imbalance information posted and Transporter will post such information on or before the ninth (9th) Business Day of the Month. Shippers shall have the ability to view and download such postings. Parties interested in negotiating a trade must contact the Shipper posting such information directly.

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**Second Revised Sheet No. 414** Second Revised Sheet No. 414

Superseding: First Revised Sheet No. 414

GENERAL TERMS AND CONDITIONS  
(continued)

5.7    Balancing (continued)

- B.    To consummate an imbalance trade, whether resulting from information posted by Shipper or otherwise, one of the parties agreeing to trade must submit to Transporter, electronically in the form prescribed by Transporter, a Request for Imbalance Trade providing such Shipper's (the initiating trader) name and contact person's name, and telephone numbers and e-mail addresses, the name of the other Shipper who is a party to the trade (the confirming trader), imbalance type for each party to the trade, the Pooling Area in which the imbalances are held for each of the transactions involved in the trade, quantity to be traded,

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**First Revised Sheet No. 415** First Revised Sheet No. 415  
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GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

the level of the trading fee or charge offered to Transporter in order to consummate the trade, if applicable, the identity of the Shipper that will pay such fee or charge, and such other information as Transporter may require. Upon thirty (30) Days notice via posting on Transporter's Internet Web Site, Transporter may require requests for imbalance trades and imbalance trade confirmations to be submitted electronically via the Internet to Transporter's Internet Web Site. A trading fee or charge shall be required for trades involving imbalances held in different Pooling Areas. For purposes hereof, the trading fee or charge will be from zero up to the maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, for each Dth of imbalance traded. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such trades. Additionally, the confirming trader shall transmit an imbalance trade confirmation to Transporter, electronically in the form prescribed by Transporter, indicating whether such party accepts or declines the trade.

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**Fourth Revised Sheet No. 416** Fourth Revised Sheet No. 416

Superseding: Third Revised Sheet No. 416

GENERAL TERMS AND CONDITIONS  
(continued)

5.7    Balancing (continued)

If Transporter receives an imbalance trade confirmation prior to 11:45 a.m. on a Business Day, Transporter will send an imbalance trade notification to the initiating trader and confirming trader no later than noon on the next Business Day. For those transactions where a trading fee or charge is required, Transporter will either accept the fee proposed in the request for imbalance trade or seek to negotiate a mutually acceptable trading fee. If agreement is reached, Transporter shall confirm the agreed upon trading fee electronically. If Transporter gives a discount of the trading fee to a Shipper, Transporter will comply with 18 C.F.R. §358.5(d), as such provision may be in effect from time to time. After agreement on the level of the trading fee, where required, and after Transporter provides the parties with the trade notification,

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**Original Sheet No. 417** Original Sheet No. 417 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

Transporter will transfer the quantities traded between the appropriate Shippers and update the balancing statements for each Shipper for the affected Month. Upon thirty (30) Days notice via posting on Transporter's Internet Web Site, Transporter may begin providing the trading parties notification and approval of trades electronically via its Internet Web Site. Trades can only be withdrawn by the initiating trader and only prior to Transporter's receipt of the confirming trader's confirmation of the trade. Trades are considered final when confirmed by the confirming trader and effectuated by Transporter as provided in the imbalance trade notification. Trades will be reflected on the cash-out invoice next following such trade.

- C. Transporter will permit posting and trading of imbalances incurred in the prior Month beginning on the ninth (9th) Business Day of the Month and continuing until the seventeenth (17th) Business Day of such Month (the "Gas Trading Period"), unless Transporter extends the Gas Trading Period by posting on its Internet Web Site.

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**Original Sheet No. 418** Original Sheet No. 418 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

- (5) If Shipper notifies Transporter of a claimed inaccuracy or discrepancy in information provided by Transporter as described in Section 5.7(c)(i), Transporter will cooperate with Shipper and review such claim. If the information on Imbalances under a Service Agreement in the current Service Month provided to Shipper by Transporter on the twentieth (20th) Day of the Service Month differs by five percent (5%) or more when compared to actual quantity information provided by Transporter in the Monthly Imbalance statement for such Month, Shipper shall be entitled to eliminate such Monthly Imbalance, as appropriate, utilizing the factor of 1.00. If, however, Transporter determines that such difference was attributable to a particular information source or location (e.g., central point, interconnect), then only the part of the Monthly Imbalance

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**Original Sheet No. 419** Original Sheet No. 419 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

attributable to such source will be eliminated utilizing the factor of 1.00. Shipper shall be obligated to notify Transporter of discrepancies or inaccuracies in the information provided by Transporter as described in Section 5.7(c)(i), and at the same time provide supporting data, within three (3) Business Days of Shipper's receipt of such information unless waived by Transporter; provided, however, that Shipper's failure to comply with such requirement shall not affect its right to eliminate its Monthly Imbalance utilizing the factor 1.00 in the event that Transporter's information is inaccurate, as described above. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such notification to be made electronically via the Internet. In the event Shipper provides notice and supporting data as provided above, Transporter will review the data submitted by Shipper

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

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

- (6) To the extent that adjustments are made to Monthly Imbalance quantities for prior periods after Shipper has eliminated such quantities in accordance with the provisions of this Section 5.7(c)(ii), unless otherwise agreed, such adjustments shall be processed as follows:

- A. If, as a result of a prior period adjustment, Shipper's revised Monthly Imbalance quantity is still subject to assessment of a premium or discount factor, only the adjusted quantities will be eliminated at a factor of 1.00 multiplied by the applicable Daily Index Price(s) for the Day(s) on which such imbalances were incurred.
- B. If, as a result of a prior period adjustment, Shipper's revised Monthly Imbalance quantity is no longer subject to assessment of a premium or discount factor, then the amount associated with such premium or discount factor will be reversed such that the revised Monthly Imbalance quantity is eliminated at a factor of 1.00 multiplied by the applicable Daily Index Price for the Day(s) on which such Imbalance(s) were incurred.

No penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current penalty.



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**Original Sheet No. 420A** Original Sheet No. 420A

GENERAL TERMS AND CONDITIONS  
(continued)

5.7 Balancing (continued)

- (7) In each instance when a Shipper(s) must cash-out its Monthly Imbalance, Transporter shall have the right to review the circumstances surrounding such Imbalance and, in its reasonable discretion, may waive all or a portion of the cash-out amount. Any such waiver shall be granted on a not unduly discriminatory basis to all Shippers incurring Imbalances under similar circumstances.
  - (8) Payment of any penalties or fees for Imbalances pursuant to this Tariff shall not be construed to in any way entitle or authorize Shipper to incur any Imbalance under any Service Agreement.
- (d) Required Balancing: Subject to and in accordance with the provisions of Section 20, if and when Transporter determines that an Imbalance has exceeded the Operating Range, Transporter shall have the right to interrupt or curtail at any time, and from time to time, the quantities of Gas it will receive or deliver to the extent Transporter deems necessary in order to limit or reduce the Imbalance existing at any time. Transporter shall provide such notice as is provided for in said section. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's Regulations. Nothing in the foregoing shall supersede or negate the general obligation of Shippers to correct any Imbalance

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(continued)

5.7 Balancing (continued)

as soon as possible or Transporter's rights to effect reductions in Imbalances and to limit receipts and/or deliveries as otherwise provided in these General Terms and Conditions, including, but not limited to, Sections 5.7(a) and (b) above. Without regard to the nature of the service involved or the priority attached to the service, Transporter shall have no obligation, nor any liability for its failure, to deliver for Shipper's account on any Day more Gas than was received and scheduled for delivery by Transporter for Shipper under its Service Agreement.

- (e) Final Balancing: Notwithstanding anything contained herein, Shipper shall cash-out Imbalances existing under a Service Agreement following the expiration or termination of such Agreement in the manner prescribed in Section 5.7(c)(ii) (1) above.
- (f) Agents: If a Shipper wants to designate an agent to manage its balancing activities, the parties may do so by entering into an Agency/Asset Manager Authorization Agreement in the form set forth on Sheet No. 788 of this Tariff. Under such an arrangement, the Shipper may authorize the agent to , e.g., submit nominations, receive and provide notices, minimize/correct Imbalances, net and/or trade imbalance quantities, receive and/or resolve cash-out invoices.

- 5.8 Unauthorized Gas. Unauthorized Gas quantities are: any and all quantities delivered into Transporter's system for service at a Receipt Point for which a nomination in accordance with Section 5.2 of these General Terms and Conditions is not received or, to the extent that a valid and confirmed nomination is received for a Receipt Point, those quantities delivered into Transporter's system for service which are in excess of one hundred fifty percent (150%) of the valid and confirmed nomination(s) and which are in excess of 500 Dth/D. Unauthorized Gas quantities may be rejected, or if accepted, suspended by Transporter.

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**Original Sheet No. 421A** Original Sheet No. 421A :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.8    Unauthorized Gas: (continued)

- (a)    Notice.    Transporter will post on its Internet Web Site notice of the receipt of any Unauthorized Gas as soon as reasonably possible identifying the Point of Receipt, Operator (or if applicable, a designee), and an estimate of the Unauthorized Gas quantity thus far received (which estimate will be updated as additional quantities are received and recorded). Transporter will also provide the Operator with written notice of the receipt of Unauthorized

GENERAL TERMS AND CONDITIONS  
(continued)

5.8 Unauthorized Gas (continued)

Gas within five (5) Business Days of posting such notice on its Internet Web Site. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may begin providing such notice to the Operator via the Internet only.

- (b) Disposition. Unauthorized Gas may only be nominated and allocated in accordance with the following terms and conditions:
- (i) All Unauthorized Gas quantities must be nominated by the Operator of the applicable Point of Receipt to a valid Shipper, or Transporter as purchaser, in accordance with Section 5.2 or 5.3 of these General Terms and Conditions. The date for a valid nomination and allocation of an Unauthorized Gas quantity shall be the date of Transporter's receipt of such nomination from the Operator.
  - (ii) If a quantity of Unauthorized Gas is properly nominated prior to the fifteenth (15th) Day of a given Service Month, the Operator shall have the option of having such allocation be effective for scheduling purposes for the then current or next following Service Month. If a quantity of Unauthorized Gas is properly nominated after the fifteenth (15th) Day of a given Service Month, such allocation shall be effective for all purposes for the next following Service Month.
  - (iii) If Unauthorized Gas is properly nominated within fifteen (15) Days of Transporter's written or electronic notice to the Operator of the receipt of such Gas (even if such quantities are scheduled in the following Service Month), the Shipper ultimately receiving the allocation of such Gas will not be assessed the Unauthorized Gas Charge.
  - (iv) If Unauthorized Gas is properly nominated between sixteen (16) and ninety (90) Days (inclusive) following Transporter's written or electronic notice to the Operator of the initial

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GENERAL TERMS AND CONDITIONS  
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5.8 Unauthorized Gas (continued)

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

- (c) Forfeiture. If Unauthorized Gas from a Point of Receipt is not properly nominated within ninety (90) Days of Transporter's written or electronic notice to the Operator of the receipt of such Gas, Transporter may retain such Gas at no charge or cost, free and clear of any adverse claims.
- (d) Unauthorized Gas Charge. The Unauthorized Gas Charge specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be applied to Shipper's invoice for service rendered during the Service Month the Unauthorized Gas is scheduled for each and every Dth of Unauthorized Gas which is nominated and allocated to Shipper's Service Agreement as provided in Section 5.8(b) (iv) above.
- (e) Records. Transporter shall maintain records regarding the resolution and disposition of Unauthorized Gas, which records shall be available for examination in accordance with Section 14.3 of these General Terms and Conditions.

5.9 Notices and Communications. Transporter shall make available scheduling personnel on a twenty-four (24) hour basis. Shipper shall provide with its request for service, and update as necessary, the name, address, e-mail address and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to Shipper's service under this Tariff. Transporter shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for so doing, and if

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**Original Sheet No. 424** Original Sheet No. 424 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

5.9    Notices and Communications (continued)

Shipper fails to designate such person or such person is unavailable to Transporter at any time, Shipper shall be liable and shall indemnify and hold Transporter harmless from and against losses, damages, and expenses which Transporter or any other person may suffer or for which Transporter may be liable which are attributable to such failure or unavailability.

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**Sheet Nos. 425 - 438** Sheet Nos. 425 - 438 : Effective

Sheet Nos. 425 through 438  
are reserved for future use.

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**Original Sheet No. 439** Original Sheet No. 439 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

6. POSSESSION OF GAS:

- 6.1 Control and Possession. As between Shipper and Transporter, Shipper shall be deemed to be in exclusive control and possession of the Gas prior to the delivery of such Gas to Transporter at the Point(s) of Receipt and after the Gas has been tendered to or for the account of Shipper by Transporter at the Point(s) of Delivery. Transporter shall be deemed to be in exclusive control and possession of the Gas transported or stored only while it is in Transporter's facilities between the Point(s) of Receipt and Point(s) of Delivery.
- 6.2 Responsibility and Liability. The party deemed to be in control and possession of the Gas to be transported or stored as provided above in Section 6.1 shall be fully responsible for and shall indemnify and hold harmless the other party with respect to any and all losses (except extraordinary losses of Gas resulting from events of force majeure), claims, suits (including court costs and reasonable attorneys' fees), causes of action, liabilities or damages arising from or in connection with the first party's control and possession of the Gas.

7. WARRANTY OF TITLE:

Each party warrants the title to or the full right to deliver all Gas delivered, or caused to be delivered, by it to the other party. Shipper further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any taxes now or hereafter assessed upon and all claims of every nature whatsoever in, to, or in respect of Gas, delivered or received by it; and Shipper hereby agrees to defend at its cost, and, when notified by Transporter, to indemnify, and defend if requested by Transporter, Transporter against all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorney's fees, arising out of or in any way connected with any claims to the Gas delivered to Transporter. Transporter assumes no obligation whatsoever to any royalty owner or to the owner of any other interest of any kind in any Gas delivered at the Point(s) of Receipt, and



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(continued)

7. WARRANTY OF TITLE (continued)

Shipper or its seller shall pay all such royalties or other interests upon or with respect to such Gas.

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GENERAL TERMS AND CONDITIONS  
(continued)

8. FORCE MAJEURE:

- 8.1 Definition. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods and washouts; priority limitation or restraining orders of any governmental authority and civil disturbances; explosions, breakage, accidents, tests, maintenance, or repairs to machinery, equipment, lines of pipe or other facilities; freezing of equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.
- 8.2 Repair and Maintenance. Transporter shall have the right to curtail, interrupt or discontinue service in whole or in part on all or part of its system from time to time in order to perform repair, maintenance, replacement or miscellaneous construction on the system as necessary to maintain operational capability or comply with applicable governmental regulations and shall not be liable to Shippers therefor. Transporter shall exercise due diligence to schedule such activities so as to minimize interruptions or disruption of services and shall provide reasonable advance notice of same.
- 8.3 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, other than the obligation to make payment of amounts due, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by electronic means to the other party 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 without liability in damages or otherwise during the continuance of any inability so caused, but for no longer period, and

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Superseding: Original Sheet No. 442

GENERAL TERMS AND CONDITIONS  
(continued)

8. FORCE MAJEURE (continued)

such cause shall so far as possible be remedied with all reasonable dispatch; provided, however, Transporter shall not be required to settle strikes, lock-outs or other such labor disputes or disputes and controversies regarding rights-of-way, acquisition thereof, or other matters, by acceding to the demands of adverse parties if Transporter deems such course inadvisable.

9. LIABILITY:

Transporter shall not be liable in damages to Shipper for Transporter's actions or inactions, including those taken in accordance with the provisions of this Tariff, absent a showing that Transporter caused such claimed damage by its sole or gross negligence, bad faith or willful misconduct of Transporter; in such instance, Transporter's liability shall extend to general damages only and shall not include special, continuing, exemplary, presumptive, incidental, indirect or consequential damages, including lost profits or other such elements of damage. For purposes hereof, Transporter shall not be deemed to have been negligent unless it is shown that Transporter's actions or failure to act proximately caused such damages at a time when such result was reasonably foreseeable or avoidable.

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY:

10.1 General. It is recognized that Transporter may not have capacity either systemwide, in a Pooling Area, or on a particular pipeline or storage segment to provide all transportation and/or storage services requested or that Transporter has scheduled. Therefore the assignment and allocation procedures and priorities set forth in this section may be applied on a systemwide or segment-by-segment basis. Notwithstanding anything to the contrary contained in this tariff, Transporter may reject any request for firm or interruptible service or nomination for interruptible service, or limit the term of the Service Agreement requested by Shipper, if Transporter, in its reasonable judgment, determines that the service requested or nominated would utilize a portion of Transporter's system such that a capacity constraint would be created that would likely prevent Transporter from utilizing other portions of its system.

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**First Revised Sheet No. 443** First Revised Sheet No. 443

Superseding: Original Sheet No. 443

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

10.2 Form. Requests for service shall contain the items of information listed commencing on Sheet No. 696 of this Tariff and shall be submitted in the manner provided in the applicable Rate Schedule.

10.3 Requests For Firm Capacity. Complete requests for firm service by a Shipper offering and willing and able to pay the maximum rate applicable to such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such requests. Requests for firm service shall be accepted and capacity assigned if Transporter determines, following its review and evaluation of a completed request, that sufficient available and uncommitted capacity exists to perform the requested services on a firm basis. Transporter shall make such determinations based on its assessment of overall system operations and requirements utilizing consistent and objective engineering and operational criteria. If insufficient capacity exists to meet all pending requests to enter into or amend firm Service Agreements, Transporter shall assess the relative engineering suitability and economic value to Transporter of the requested services to determine the priority. Transporter's evaluation of total economic value shall consider rate, quantity, term, operational impacts and maximization of overall system utilization. For purposes of the foregoing, a Shipper offering and willing and able to pay a Negotiated Rate will be subject to the provisions of Section 12.3 below. If more than one pending request is determined by Transporter to be of equal suitability and economic value, Transporter shall conduct a lottery on a non-discriminatory basis after two (2) Business Days' notice to the affected parties, who will have the right to attend. Capacity will be assigned in accordance with the order of draw, with capacity assigned to the first drawn Shipper up to the quantity requested by such Shipper. If any firm capacity remains after such assignment, it shall be assigned to the other requesting Shippers in accordance with such Shippers' order of draw. The result of the lottery shall be posted on Transporter's Internet Web Site within two (2) Business Days of the drawing. During the term of the Service Agreement, any change Shipper may make in the terms of the Service Agreement (including utilization of flexible receipt and/or delivery points as provided in this Tariff) shall not reduce the economic value

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GENERAL TERMS AND CONDITIONS  
(continued)

10.    ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

(including any reservation or demand charges) under the Service Agreement to Transporter without Transporter's written consent or, via electronic means using the Internet if the Tariff so requires.

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**Fourth Revised Sheet No. 445** Fourth Revised Sheet No. 445

Superseding: Third Revised Sheet No. 445

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Transporter shall be entitled to require that any request for service under Rate Schedules FT, FT-2, EFT, NNTS, RSS and FSS be accompanied by a prepayment in an amount equal to the Reservation Fees or Charges, or the Deliverability and Capacity Fees, as applicable, which would be due for the first Service Month for such requested service. Upon commencement of service, a prepayment provided pursuant to the foregoing shall be credited to Shipper's initial bill. Transporter shall return the prepayment if it rejects the request or when the Service Agreement terminates. Should the requesting party fail to cooperate in the processing of its request in a timely manner or withdraw its request, the amount shall be forfeited to Transporter.

10.4 Pre-arranged and Interim Firm Service.

- (a) Transporter will consider, on a not unduly discriminatory basis, requests for firm service to commence at a future date in the following circumstances:
  - (i) the request will be subject to the Pre-arranged Service procedures described below; or
  - (ii) the request involves capacity that will become available due to the expiration or termination of, or the reduction in firm quantities under, an existing contract not subject to extension rights; or
  - (iii) the request involves the modification or construction of facilities or the issuance of necessary regulatory authorizations.
- (b) Transporter will also consider, on a not unduly discriminatory basis, requests for firm service pursuant to Rate Schedule FT-2, subject to the Pre-Arranged Service procedures described below.

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**Third Revised Sheet No. 445A** Third Revised Sheet No. 445A

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- (c) (i) Transporter at any time may enter into a Precedent Agreement or Service Agreement which provides for the prospective sale of unsubscribed firm capacity currently available or anticipated to become available. If such Precedent Agreement or Service Agreement provides for a service commencement date one year or more in the future with respect to currently available capacity or one year or more beyond the date of the availability of anticipated capacity ("Pre-arranged Service"), then Transporter, at the time it enters into such an agreement, shall post a notice on its Internet Web Site indicating that the capacity subject to the Pre-arranged Service will be available for open bidding for a period of no less than three (3) Business Days during which a prospective Shipper may submit a bid for such capacity, including specifying an immediate or prospective service commencement date, as applicable.
- (ii) Transporter at any time may enter into Precedent Agreements or Service Agreements for firm capacity under Rate Schedule FT-2 and/or for Linked Firm Service (as defined in Section 10.5 below) capacity under Rate Schedules FT, EFT and PS (firm Pool Transfer), which agreements will be referred to as Pre-Arranged Service Agreements for purposes of Section 10.4(d) below. At any time Transporter enters into such agreements, which may be with one or more Shippers, Transporter shall post a notice on its Internet Web Site indicating that the capacity will be available for separate open bidding for a period of no less than three (3) Business Days, during which a prospective Shipper may submit a bid for the applicable capacity; provided that an FT-2 Shipper shall have the priority to associated Linked Firm Service capacity specified in Section 10.5 below, and if the FT-2 Shipper exercises such priority then such Linked Firm Service shall not be subject to open bidding.

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**First Revised Sheet No. 445B** First Revised Sheet No. 445B

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- (d) Transporter will evaluate the terms of the Pre-arranged Service Agreement and all valid bids received during the bidding period to determine which offers the highest total net present value ("NPV") (discounted cash flow of incremental revenues to Transporter). Incremental revenues are those above and beyond any revenues to be received under reservation/demand components (or other permissible guaranteed revenue mechanisms) under pre-existing or currently effective contracts or arrangements. Transporter will use nondiscriminatory and objective posting, bidding and evaluation criteria, which evaluation criteria (including, but not limited to, the method of calculating NPV, weighting of criteria to be used, etc.) Transporter will specify in the open season posting, along with details for method for breaking ties, submission of bids, and announcement of award of capacity. Once an open season commences, all requests for service using capacity subject to these procedures must be submitted and evaluated under the open season process. For purposes of NPV evaluation, the aggregate NPVs of two or more bids for contiguous service may be considered provided that the combined capacity under those bids does not exceed the maximum capacity available for bid. For Shippers willing to pay a reservation rate or other form of revenue guarantee (e.g., advance reservation payment, exit fee, etc.) which exceeds the maximum Tariff rate during all or part of the term, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the maximum applicable recourse rate shall be in effect for the full term proposed; guaranteed throughput volume service will be considered only if permissible under the Tariff and applicable regulations. Transporter may exclude from evaluation and deem ineligible bids for service (i) that may detrimentally impact the operational integrity of Transporter's system; (ii) that do not satisfy all the terms of the specified posting; (iii) that contain terms and conditions other than those set forth in the Tariff; or (iv) by prospective Shippers which have not demonstrated creditworthiness.



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**Second Revised Sheet No. 445C** Second Revised Sheet No. 445C

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- (e) Transporter may agree to include in a Pre-arranged Service Agreement provisions permitting prospective reductions or other specified changes in the capacity commitment and any such transaction shall be subject to the open season bidding and NPV evaluation procedures set forth above.

10.5 Linked Firm Service.

- (a) Transporter will consider, on a not unduly discriminatory basis, requests for firm service under Rate Schedules FT, EFT and PS (firm Pool Transfer) relating to capacity that is created as a result of transportation service by Transporter under a Rate Schedule FT-2 Service Agreement (e.g., due to a backhaul transaction or displacement transaction under such Service Agreement) ("Linked Firm Service"). If a Shipper has executed a Service Agreement with Transporter under Rate Schedule FT-2, such Shipper shall be given the first opportunity to contract for any Linked Firm Service capacity created by such transportation under that Rate Schedule FT-2 Service Agreement and, provided that Shipper has exercised that right and that Shipper and Transporter have agreed on the applicable rate for the Linked Firm Service, shall be awarded such Linked Firm Service capacity.
- (b) Such Linked Firm Service shall be subject to: (i) Transporter's right not to schedule service in whole or in part on any Day in which the linked FT-2 Shipper fails to nominate by 11:45 a.m. in the Timely Nomination Cycle a quantity equal to at least its applicable MFO; and (ii) Transporter's right to curtail or interrupt service in whole or in part on any Day in which a Rate Schedule FT-2 Shipper(s) fails to tender and take delivery of the scheduled quantities of Gas, at the Receipt and Delivery Points specified in the executed Rate Schedule FT-2 Agreement(s) (including, but not limited to, Pools and/or Secondary Receipt and Delivery Points subject to Section 2.7 of Rate Schedule FT-2), up to the FT-2 Shipper's applicable MFO. Transporter shall notify the Linked Firm Service Shipper if Linked Firm Service is not scheduled or is curtailed or interrupted as provided herein.

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Original Sheet No. 445D Original Sheet No. 445D

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- (c) Linked Firm Service under this section shall be for a term no longer than the term of the linked Rate Schedule FT-2 Service Agreement under which the available capacity for the Linked Firm Service is created. If the linked Rate Schedule FT-2 Shipper's Service Agreement is terminated in accordance with the provisions of this Tariff, then the Linked Firm Service Shipper(s)' Service Agreement(s) associated with such capacity shall also be terminated, unless Transporter otherwise agrees.
- (d) If the failure of a Rate Schedule FT-2 Shipper to meet its MFO(s) on a given Day causes a Shipper's Linked Firm Service not to be scheduled or causes the Linked Firm Service to be curtailed that Day, the Linked Firm Service Shipper, along with any other affected Linked Firm Service Shippers, shall be entitled to the penalty revenues received by Transporter from the Rate Schedule FT-2 Shipper that failed to meet its obligations that Day, as provided in Section 31 below, less the costs incurred by Transporter in relation to the actions of the FT-2 Shipper necessitating a penalty. Such penalty revenues shall be allocated among all Linked Firm Service Shippers affected by the FT-2 Shipper's failure to meet its applicable MFO(s) that Day and shall be credited to the Linked Firm Service Shippers pursuant to the provisions of Section 31 below. The Linked Firm Service Shipper shall not receive any Reservation Charge Adjustment credit otherwise due if, and to the extent that, the failure of the Rate Schedule FT-2 Shipper caused a Shipper's Linked Firm Service not to be scheduled or its service to be curtailed.
- (e) Other than for any obligations pursuant to Section 10.5(d) above, Transporter shall not be liable to a Linked Firm Service Shipper for any costs, damages, or other liability associated with the failure of a Rate Schedule FT-2 Shipper to meet its MFO(s).
- (f) A Linked Firm Service Shipper shall be entitled to (i) nominate from any Pool or Receipt Point or to any Delivery Point on a non-primary basis, as provided for in Section 5, General Terms & Conditions of the Tariff; or (ii) change the location of any Primary Receipt Point(s), Receipt

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**First Revised Sheet No. 445E** First Revised Sheet No. 445E

Superseding: Original Sheet No. 445E

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Entitlements, Reserved Capacity and/or Primary Delivery Point(s) designated in its Agreement, provided it is operationally feasible taking into consideration the availability of firm capacity due to the provision of related transportation services under Rate Schedule FT-2 at the applicable point or Pooling Area.

- (g) A Shipper under Rate Schedule FT, EFT or PS (firm Pool Transfer) may request to convert all or part of its Contract Limitations or Reserved Capacity to Linked Firm Service, subject to the availability of capacity and operational limitations that may exist with respect to the requested firm service. Transporter will evaluate such requests on a not unduly discriminatory case-by-case basis. No such conversion shall require Transporter to accept less than its applicable maximum tariff rates for the Linked Firm Service or rates negotiated under an existing transaction, or terms and conditions different than those provided in the Shipper's existing Service Agreement.

- 10.6 Requests For Interruptible Service. Complete requests for interruptible service by a Shipper willing and able to pay the maximum rate for such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such request. Initial requests for interruptible service shall be accepted, for purposes of offering a Service Agreement, if Transporter determines, following its review and evaluation of a completed request, that excess capacity may exist from time to time to perform the requested services on an interruptible basis. Transporter shall use the scheduling procedures as prescribed in Section 5 of these General Terms and Conditions to allocate capacity for interruptible services. For purposes of the foregoing, a Shipper willing and able to pay a Negotiated Rate for such service will be subject to the provisions of Section 12.3 below.

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**Original Sheet No. 445F** Original Sheet No. 445F

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- 10.7 Requests for Discounted Service. Transporter shall consider and evaluate complete requests for service at less than the applicable maximum rate(s) submitted by Shippers. However, Transporter shall not be obligated to agree to provide any services at a discounted rate and may reject any request which would require it to provide a discounted rate or accept other terms and conditions which it determines are not acceptable. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's regulations.

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Original Sheet No. 445A.01 Original Sheet No. 445A.01

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- (iii) All bids received during the bid periods specified above remain binding unless withdrawn prior to the close of bidding. If a bid is submitted with a higher incremental economic value (based on the criteria described below), then the Pre-arranged Shipper will have a one-time right to match the higher bid to retain capacity. If the Pre-arranged Shipper elects not to match the higher competing bid, the capacity will be awarded to the highest bidder(s) satisfying the applicable creditworthiness or security requirements. The Pre-arranged Service Agreement will specify that the capacity commitment is subject to the outcome of the bidding process and, if necessary, the Pre-arranged Shipper's election to exercise its matching rights.
- (iv) Capacity that is reserved and awarded under the Pre-arranged Service procedures for capacity described in (i) above will be made available for interim transportation services up to the service commencement date for the Pre-arranged Service Agreement, but without rights-of-first-refusal, or other term extension rights, for which the transactions might otherwise be eligible under this Tariff or the Commission's regulations if, and to the extent that, such rights would permit the interim Shipper to extend its service beyond the service commencement date of the Pre-arranged Service Agreement ("Interim Service").

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**Second Revised Sheet No. 446** Second Revised Sheet No. 446

Superseding: First Revised Sheet No. 446

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

- 10.8 Notification of Acceptance or Rejection. Service will only be considered after the receipt by Transporter of a complete request as provided above, including, if required, submission of a credit application and satisfactory assessment of creditworthiness as provided in Section 14.5 below. Transporter shall notify Shipper of acceptance or rejection of the completed request as soon as reasonably possible.
- 10.9 Failure to Execute Agreement or Initiate Service. If Shipper fails to execute and return a Service Agreement tendered by Transporter within thirty (30) Days of Shipper's receipt of the Service Agreement, or if, in the case of interruptible services, Transporter has scheduled Shipper's Gas, yet Shipper fails to tender Gas for such services by the later of (i) the date agreed to in the Service Agreement; (ii) fifteen (15) Days following its receipt of a fully executed Service Agreement from Transporter; or (iii) the date on which any necessary facilities are placed into service, then Transporter may consider Shipper's request for service withdrawn and the Service Agreement terminated by Shipper, both becoming null and void and without any force and effect; provided, however, that Shipper's Service Agreement shall not be terminated and Shipper's request for service shall not be deemed withdrawn, if, and so long as, Shipper's failure to tender Gas is due to the existence of an event of force majeure upstream or downstream from Transporter and, provided, further, that nothing contained herein shall prejudice Shipper's right to tender a new request for service at anytime.
- 10.10 Curtailment.
- (a) Capacity Curtailment: Notwithstanding any provision contained in this Tariff, Transporter shall have the right to interrupt, curtail or discontinue receipts, deliveries and/or storage of Gas when it determines that insufficient capacity exists to perform services already scheduled, due to events as provided in Sections 8 and 20 of these General Terms and Conditions or otherwise when necessary due to a loss of

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**Sixth Revised Sheet No. 447** Sixth Revised Sheet No. 447

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

capacity or deliverability to meet system operating requirements or other higher priority service obligations as specified in the Tariff, upon such notice as is reasonable under the circumstances. If the conditions or events which caused the interruption or curtailment are anticipated to continue, scheduling of services pursuant to Section 5 shall be implemented to the extent required in conformity with the provisions of this section. Subject to Transporter's evaluation of the operational conditions and circumstances that exist on Transporter's pipeline at the time, in such event firm transportation and storage services, to the extent timely nominated and scheduled, shall have a priority over interruptible services. In the event such curtailment is required, whether systemwide, within a Pooling Area or with regard to a particular pipeline or storage segment, as determined by Transporter, Transporter shall reduce scheduled services in the affected segment(s), to zero if necessary, in accordance with the following:

Category One: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas scheduled under Rate Schedules IT, PHS (interruptible and overrun wheeling), FT/FT-2/EFT (overrun), FSS(overrun), RSS(overrun), ISS or PS (interruptible Pool Transfers only), as applicable, shall be curtailed first, provided that Transporter may curtail or discontinue services for Gas scheduled for delivery or being delivered at lower rates prior to the curtailment of services scheduled at higher rates. Otherwise, Transporter shall curtail such services on a pro rata basis based upon each Shipper's scheduled quantities.

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**Fourth Revised Sheet No. 448** Fourth Revised Sheet No. 448

Superseding: Third Revised Sheet No. 448

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Category Two: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas deliverable under Rate Schedules NNTS or RSS (withdrawals only) or all gas scheduled under Rate Schedules RSS (for deliveries to Storage Points of Injection), FT, FT-2, EFT, FSS, PS (firm Pool Transfers only) or PHS (firm wheeling), as applicable, shall be curtailed last, on a pro rata basis based upon each Shipper's Contract Delivery Demand, Contract Demand, Receipt Entitlement, Maximum Receipt Obligation, Aggregation Quantity, Maximum Delivery Obligation, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, RSS Balance as of the end of October or Maximum Seasonal Withdrawal Quantity, Capacity Reserved, as applicable.

So far as operating conditions will permit, available Gas shall be dispatched, in accordance with the aforementioned priority and operating guidelines, in as equitable a manner as possible. Transporter shall not be liable in damages or otherwise for granting exemptions to the curtailment priorities or for interrupting services in accordance with the procedures described in this Section 10.10. Shippers shall be entitled to eliminate Monthly Imbalances directly resulting from, or attributable to, compliance in the event of a curtailment under this subsection (a) utilizing the factor of 1.00.

- (b) Receipt Supply Shortfall: Notwithstanding any provision in this Tariff, Transporter shall have the right, upon such notice as is reasonable under the circumstances, to interrupt deliveries in affected areas of its system if Transporter is unable to meet its total delivery obligations or if the operating integrity of its system, or parts thereof, is affected detrimentally because of underdeliveries of quantities nominated and scheduled for receipt until Transporter is able to identify the parties which failed to tender quantities equal to those



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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

nominated and scheduled. Transporter shall reduce scheduled deliveries to the markets served by the deficient supply sources to the extent the deficient supply sources have been identified and such action is operationally feasible; otherwise, Transporter shall reduce scheduled deliveries in accordance with the priorities set forth in (a) above. The Shippers with deficient supply sources during the temporary supply shortfall will compensate those other Shippers who maintained scheduled receipts during the shortfall period but nevertheless suffered curtailed deliveries as provided in (d) below.

- (c) Exemption. Notwithstanding the provision for pro rata curtailment within Category Two described in (a) above, a Shipper may qualify for exemption from such prioritization of those quantities required to forestall irreparable injury to life or property (including environmental emergencies), to protect human needs requirements and/or to provide for minimum plant protection. In such case, the qualifying quantities would be curtailed last, on a pro rata basis, within each such category. To qualify for such exemption, Shipper must furnish to Transporter prior to Transporter's notice of curtailment (and promptly update in the event of significant change and at least each year by September 1) an affidavit specifying the quantities required to serve such high-priority uses of the Gas to be transported pursuant to the service requested, verifying that the information is accurate to the best of Shipper's knowledge after a good faith inquiry. If an emergency situation occurs which was unforeseen, then the affected Shipper may notify Transporter of its need for an exemption in order to serve such high-priority uses and provide a detailed, sworn statement to Transporter within twenty-four (24) hours of such notification with an explanation of the emergency, its expected duration, the quantities

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

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

- (d) Compensation. The bill for the Service Month in which Shipper received service pursuant to an exemption pursuant to subsection (c) above shall contain an additional charge in an amount equal to the total quantity received by such Shipper during the period of curtailment in excess of that the Shipper would have received under a pro rata curtailment multiplied by the Reservation Charge Adjustment or the Deliverability Fee Adjustment under the applicable Rate Schedule. All revenues collected by Transporter pursuant to such additional charge shall be credited on a pro rata basis, to the non-exempt Shippers during the period of curtailment, to the extent such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service, based on the increase in curtailed quantities experienced by such Shipper due to the granting of the exemption(s) divided by the total such increase in curtailed quantities experienced by all non-exempt Shippers. Further, if, and to the extent that, scheduled and confirmed flowing gas supplies are diverted from one firm Shipper to another during a curtailment, other than pursuant to a voluntary arrangement described in (f) below, the measure of compensation paid by the diverting Shipper shall be the higher of (1) \$10.00 per Dth, or (2) two hundred seventy-five percent (275%) of the Index Price published for the Month in which the diversion occurred for each Dth by which deliveries for such Shipper's account exceeded corresponding receipts during the period of curtailment, plus one hundred percent (100%) of all Reservation Charges. All revenues collected by Transporter from Shippers receiving such diverted supplies shall be credited pro rata based on the quantities diverted from each to the Shippers which suffered the diversions, less any

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GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Imbalance cash-out payments or credits and any reservation charge credits or adjustments due such Shippers for the Month.

The foregoing provisions are considered a liquidated damages clause and therefore, shall be the only measure of compensation for Shippers which did not receive their scheduled quantity during the curtailment and/or were not able to use their capacity up to their initial pro rata curtailment share of capacity; provided, however, that a harmed Shipper shall not be precluded from pursuing other legal remedies directly against Shippers which received diverted Gas. Transporter will take all reasonable steps to collect such compensation from Shippers receiving Gas above their scheduled quantity or capacity above their initial pro rata share during the curtailment and will pay any amounts collected under this provision to the Shippers which did not receive their scheduled quantity or their initial pro rata curtailment share of capacity during the curtailment. However, in the event Transporter is unable to collect such compensation from the responsible Shippers after taking all reasonable steps, Transporter shall not be liable for payment to the Shippers entitled to such compensation. In no event will Shippers involved in a dispute as to the diversion of their Gas during a curtailment seek to hold Transporter liable for direct or consequential damages resulting from the diversion of Gas. Further, it is clearly understood that Transporter will act merely as a conduit with respect to any role it may have in the collection of monies as payment for diverted Gas.

- (e) Notices. Transporter shall provide Shipper(s) with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing (or electronically via the Internet) the notice given if originally provided by telephone. Shipper shall have the responsibility to inform its suppliers, other transporters and all others

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**Fourth Revised Sheet No. 452** Fourth Revised Sheet No. 452

Superseding: Third Revised Sheet No. 452

GENERAL TERMS AND CONDITIONS  
Continued

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

involved in the transaction, as to any curtailment or any interruption.

- (f) Voluntary Arrangements: If any Shipper wishes to voluntarily relinquish any rights to capacity to which such Shipper would be entitled during periods of curtailment, such Shipper shall notify Transporter sufficiently in advance of the quantities which are to be relinquished, and Transporter shall take such relinquished quantities into account in determining the total amount to be curtailed. Further, Transporter will make its Internet Web Site available for "Curtailment Supply Wanted" and "Curtailment Supply Available" so that firm Shippers can enter into voluntary contractual arrangements to provide for supply in the event of a curtailment. Under such an arrangement, a curtailment supplier will, during the period of curtailment, divert its supply by limiting its takes up to the quantity specified in the contract within four hours of the emergency curtailment announcement. Contract parties who do not receive Gas under said contract during a curtailment must pursue whatever remedies they have for breach of contract.

- 10.11 Limitations. Nothing in this Section 10 shall limit Transporter's right to take actions or require Shippers hereunder to take actions of whatever nature may be required to correct any situation which may threaten the operation of its system, including maintenance of service to other Shippers.

11. SERVICE AGREEMENT:

- 11.1 Form of Service Agreement. Service shall be provided under the provisions of a Service Agreement between Transporter and Shipper in the form applicable to the Rate Schedule for such service as provided in this Tariff. Transporter will designate on its Internet Web Site the Rate Schedules and/or other criteria for which electronic contracting via the Internet must or may be utilized and all such agreements must be in the prescribed electronic format, unless Transporter otherwise agrees or emergency events prevent such electronic communications. Each Service Agreement may govern multiple

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GENERAL TERMS AND CONDITIONS

(continued)

11. SERVICE AGREEMENT (continued)

Pooling Areas or encompass multiple Receipt Entitlements, as applicable. As of the effective date of the implementation of this section, subject to any specific provisions in applicable Rate Schedules, any existing Service Agreement shall be deemed converted into a Service Agreement governing applicable Receipt Entitlements. Notwithstanding any provision of this Tariff, all Service Agreements may be executed via facsimile.

- 11.2 Provision to Address Unbundling. Transporter and a local distribution company Shipper may negotiate a mechanism to adjust applicable Contract Limitations under firm Service Agreements to be included in a Service Agreement to address the allocation of market and regulatory risk resulting from a Shipper's unbundling of the sales and distribution services rendered by its local distribution system when such unbundling is required pursuant to an order of a governing authority having jurisdiction.

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**Second Revised Sheet No. 454** Second Revised Sheet No. 454

Superseding: First Revised Sheet No. 454

GENERAL TERMS AND CONDITIONS  
(continued)

12. RATES, TERMS AND CONDITIONS:

12.1 Application. For transportation to storage, no commodity charge shall apply for deliveries to Storage Points of Injection except that specific withdrawals of Gas at the Bistineau Storage Field shall be considered a delivery into Gulf South Pipeline Company under the applicable Rate Schedule FT or IT Service Agreement.

12.2 Changes in Rates and Other Terms and Conditions. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.

12.3 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any rate schedule contained in this Tariff. Transporter's maximum rate as shown on Transporter's Statement of Effective Rates and Charges for a service ("Recourse Rate") is available for any Shipper that does not desire to negotiate a rate with Transporter.

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of capacity pursuant to Sections 10.3, 10.4 and 10.6 of the General Terms and Conditions of Transporter's Tariff, Shippers willing to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 21.9 of the General Terms and Conditions of Transporter's Tariff, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the maximum rate applicable to such service.

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Superseding: First Revised Sheet No. 455

GENERAL TERMS AND CONDITIONS  
(continued)

12. RATES, TERMS AND CONDITIONS: (continued)

The following procedure shall be used to file all negotiated rate contracts. Transporter shall file all negotiated rate contracts with the Commission no later than the Business Day on which Transporter commences service at a negotiated rate (or if the day on which Transporter commences such service is not a Business Day, then the next Business Day after Transporter commences such service).

12.4 Policy with Respect to Order of Discounting.

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

(a) Firm Services

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

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

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

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

(b) Interruptible Services

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

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

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**Third Revised Sheet No. 456** Third Revised Sheet No. 456 : Effective

Superseding: Second Revised Sheet No. 456

GENERAL TERMS AND CONDITIONS

(continued)

12. RATES, TERMS AND CONDITIONS (continued)

12.5 Discounts.

If Transporter agrees to a discounted rate under Transporter's Rate Schedules, the following terms may be agreed to without constituting a material deviation from Transporter's applicable pro forma Service Agreement; provided, however, any such rate or component thereof, as set forth in items (i) through (vii), shall not be less than Transporter's applicable minimum rate, nor greater than Transporter's applicable maximum rate. Such rate may apply:

- (i) to specified quantities under Shipper's Service Agreement(s);
- (ii) to 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 rates shall be adjusted in a specified relationship to the quantities actually transported);
- (iv) during specified periods of the year or over specifically defined periods of time;
- (v) to specified receipt points, delivery points, zones, Pooling Areas, transportation routes, markets or other defined geographical areas; and/or
- (vi) to production reserves, supplies or markets committed by Shipper.
- (vii) to rates based on published index prices for specific receipt or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based on the differential between published index prices or arrived at by formula). Such discounted rate: (1) shall not change the underlying rate design; (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; and (3) shall, in each Service Agreement entered into pursuant to this Section 12.5 (vii), define the rate component(s) to be discounted.



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GENERAL TERMS AND CONDITIONS  
(continued)

12. RATES, TERMS AND CONDITIONS (continued)

Additionally, Transporter and Shipper may agree that rate components may be adjusted upward or downward to achieve an agreed upon overall rate or to collect amounts in accordance with a specified relationship to prices or other factors (e.g., Fuel Use and LUFG percentages) agreed to by Transporter and Shipper, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component.

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**Sheet Nos. 457 - 468** Sheet Nos. 457 - 468

The following sheets are reserved for future use:

Fourth Revised Sheet No. 457

Original Sheet No. 458

Original Sheet No. 459

Original Sheet No. 460

Original Sheet No. 461

Original Sheet No. 462

Original Sheet No. 463

Original Sheet No. 464

Original Sheet No. 465

Original Sheet No. 466

Original Sheet No. 467

Original Sheet No. 468

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**Sheet Nos. 458 - 468** Sheet Nos. 458 - 468 :    Effective

Sheet Nos. 458 through 468  
are reserved for future use.

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**First Revised Sheet No. 469** First Revised Sheet No. 469 : Effective

Superseding: Original Sheet No. 469

GENERAL TERMS AND CONDITIONS  
(continued)

13. FILING AND OTHER FEES:

In addition to the rates and charges specified for the appropriate Rate Schedule, Shipper shall be responsible for the following charges:

- 13.1 Filing and Other Fees. Transporter shall require that Shipper reimburse Transporter for any and all fees paid to governmental or regulatory bodies by Transporter which are incurred in conjunction with the service.
- 13.2 Facilities Reimbursement. Nothing contained herein or otherwise shall require or obligate Transporter to acquire, construct, modify or rearrange any facilities in order to perform any service. In the event Transporter agrees to acquire, construct, modify or rearrange facilities, then Transporter shall have the right to condition its agreement to so acquire, construct, modify or rearrange its facilities by requiring that Shippers bear and/or pay Transporter for all or part of costs associated with the acquisition, installation, construction, modification, operation, maintenance and rearrangement of such facilities.
- 13.3 Exit Fees. Transporter shall have the right to impose appropriate exit fees upon the early termination of existing firm Service Agreements, the reduction in reserved quantities thereunder, and/or in other circumstances as Transporter and Shipper may agree.
- 13.4 Third Party Charges.
  - (a) Upon mutual agreement, and on a not unduly discriminatory basis, for any Shipper receiving service under any of Transporter's Rate Schedules, Transporter may arrange for transportation by any third party transporter, including, but not limited to, local distribution companies and interstate, intrastate or Hinshaw pipelines, for the account of Shipper, or as Shipper's agent, to effect requested receipts and/or deliveries.

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**Original Sheet No. 469A** Original Sheet No. 469A : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

13. FILING AND OTHER FEES: (continued)

In such case, unless otherwise agreed, Shipper shall pay Transporter such amounts or provide such allowances as Transporter is obligated to pay or provide to such third party transporter for transportation or other services attributable to performance of service on behalf of Shipper.

- (b) The recourse rate for a Shipper that mutually agrees with Transporter under Section 13.4(a) that Transporter should seek to arrange for transportation on a third party transporter for the account of Shipper shall be the maximum rates and charges under Transporter's Tariff for the service provided by Transporter plus the amounts and allowances that Transporter is obligated to pay or provide to the third party transporter from time to time for transportation or other services attributable to the third party transporter's performance of service on behalf of the Shipper.

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Original Sheet No. 470 Original Sheet No. 470 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

14. PAYMENTS:

14.1 Invoicing and Payment.

- (a) Transporter shall have the right to invoice Shipper each Month (as may be adjusted for invoicing or measurement cycle purposes) for all purposes on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent Months' invoicing based on actual quantities, as appropriate. Transporter's invoices will be prepared no later than nine (9) Business Days after the close of each Service Month. At Shipper's option, Transporter shall submit invoices to Shipper electronically. To exercise such option, unless Transporter otherwise agrees, Shipper must give Transporter thirty (30) Days' written notice to effectuate electronic invoicing. Additionally, upon thirty (30) Days' notice provided via posting on Transporter's Internet Web Site, Transporter may require Shippers to receive invoices and/or provide communications regarding invoices electronically via the Internet. Shipper must also execute any electronic access agreement which may be required by Transporter for such purpose. In any Month, Transporter may submit to Shipper separate invoices for applicable charges and fees related to service provided for Shipper under this Tariff (including, but not limited to, invoices for fixed charges, e.g., Reservation Charges, at any time during the applicable Service Month; invoices for variable charges, e.g., commodity, usage and overrun charges; and invoices for penalties). In the event that conduct by Shipper under a Service Agreement or the provisions of this Tariff constitutes a violation of its obligations thereunder such that Shipper would incur more than one penalty for the same act or failure to act, Transporter will charge, and Shipper shall pay, in addition to any amounts due under Section 5.7, only the total penalty charges applicable to the conduct or action yielding the highest dollar amount.
- (b) Payment of all invoiced amounts shall be due and received by Transporter in accordance with Transporter's instructions within ten (10) Days after the date of the invoice, unless Shipper

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**First Revised Sheet No. 471** First Revised Sheet No. 471

Superseding: Original Sheet No. 471

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(continued)

14. PAYMENTS (continued)

disputes in good faith any portion of such amount, in which event the provisions of Section 14.1(c) below must be followed. Supporting documentation (including invoice number) regarding payment application, or remittance detail explaining discrepancies between payment and invoice amounts shall accompany payment. If payment is via wire transfer, such supporting documentation shall be sent to the facsimile number on the invoice, or, if Transporter permits or requires, to an e-mail address provided by Transporter, on the same Day payment is rendered, and, if payment differs from invoiced amount, remittance detail must be provided within two (2) Business Days of the date payment is due. Transporter shall apply payments in accordance with any valid instructions in the supporting documentation provided by Shipper. Transporter shall have the right to require that payments of any amounts

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**First Revised Sheet No. 472** First Revised Sheet No. 472

Superseding: Original Sheet No. 472

GENERAL TERMS AND CONDITIONS  
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14. PAYMENTS (continued)

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

- (c) Subject to the provisions of Section 14.4 below, if Shipper in good faith disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed, and if it withholds payment of the disputed amount it must provide with such payment (unless payment is via wire or other electronic funds transfer, in which case the documentation shall be provided within two (2) Business Days of the payment due date) full documentation in writing or electronically to Transporter with respect to the claimed error, including the identification of each amount in dispute, and the reasons and support therefor.

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



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**Original Sheet No. 473** Original Sheet No. 473 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

14. PAYMENTS (continued)

- 14.3 Examination of Records. Each party shall have the right by written request (upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may provide, and may require requests to examine records to be provided, electronically via the Internet) to examine at reasonable hours the charts, books and records of the other party for the twelve (12) Months immediately preceding the request to the extent necessary to verify the accuracy of any statements, charges or

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Original Sheet No. 474 Original Sheet No. 474 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

14. PAYMENTS (continued)

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

14.4 Adjustment

- (a) In the event that either party discovers an error made by the party primarily responsible for preparation of invoices or statements in the amounts invoiced, paid or allocated for a given Service Month, written claims therefor, including full supporting documentation for each correction, must be received by such responsible party no later than six (6) Months from the date of the applicable invoice or statement. Upon thirty (30) Days' notice provided via posting on its Internet Web Site, Transporter may begin providing, and may require the provision of, such claims electronically via the Internet.
- (b) Corrections to measurement data for a particular Service Month should be processed within six (6) Months of the end of the applicable Service Month. In the event that either party discovers a measurement error made by the party primarily responsible for measurement, written claim of such correction, including full supporting documentation for each correction, must be received by such responsible party prior to the processing of any such correction. Upon thirty (30) Days' notice provided via posting on its Internet Web Site, Transporter may begin providing, and may require the provision of, such claims electronically via the Internet.
- (c) If an error is discovered in amounts invoiced, paid or allocated for a given Service Month, such error shall be adjusted within thirty (30) Days of the determination of such error. The party receiving a written claim under (a) or (b) above shall have three (3) Months following such receipt to investigate and rebut such claims or adjustments. Such restrictions shall not apply in cases of deliberate omission, fraud or misrepresentation, or if a determination is made that there was a mutual mistake of fact. Transporter and Shipper's statutory or contractual rights shall not otherwise be diminished by the provisions of this Section 14.4.

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**First Revised Sheet No. 475** First Revised Sheet No. 475

Superseding: Original Sheet No. 475

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14. PAYMENTS (continued)

- 14.5 Security. Transporter shall not be required to perform or to continue service under this Tariff on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, at any time fails within a reasonable period to maintain and demonstrate creditworthiness, including, without limitation, the ability to pay all amounts invoiced but not paid because of a claimed error pursuant to this Section 14; provided, however, such Shipper may receive service under this Tariff if Shipper provides a deposit for such service or otherwise furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, which at all times shall be sufficient to cover up to the amount which would be invoiced to Shipper if one hundred percent (100%) of the Contract Demand, Maximum Contract Quantity, Contract Delivery Demand and/or the requested or effective quantities for storage services, as applicable, were provided for service to Shipper during a period of up to six (6) Service Months. For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing of such Shipper or any parent entity or guarantor thereof (for purposes of this section, a reference to Shipper shall include any applicable parent entity or guarantor) of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging Shipper a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Shipper

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**Third Revised Sheet No. 476** Third Revised Sheet No. 476 : Effective

Superseding: Second Revised Sheet No. 476

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(continued)

14. PAYMENTS: (continued)

or any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive Days. Security may also be required in other circumstances as specified in this Tariff. The form of Transporter's credit application is provided commencing on Sheet No. 724 of this Tariff.

14.6 Information for Creditworthiness Evaluation.

- (a) (i) Shipper must designate up to two (2) representatives who are authorized to receive notices regarding Shipper's creditworthiness, including requests for additional information, and provide to Transporter 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 Transporter and Shipper. The obligation of Transporter to provide creditworthiness notifications provided for in this section is waived until Shipper has designated such representative(s) and provided the Internet e-mail addresses to Transporter.
- (ii) Transporter will designate on its Internet Web Site or in written notices to Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness.
- (iii) Shipper and Transporter may mutually agree to provide creditworthiness related notifications via forms of communication other than Internet e-mail.
- (b) (i) Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, Shipper should acknowledge receipt of Transporter's request. Transporter and Shipper may mutually agree to waive the requirements of this subsection (b) (i).

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**First Revised Sheet No. 476A** First Revised Sheet No. 476A : Effective  
Superseding: Original Sheet No. 476A

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(continued)

14. PAYMENTS: (continued)

- (ii) Shipper should respond to Transporter's request for credit information, as allowed by this Tariff, on or before the due date specified in the request. Shipper's response will provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. Shipper's obligation to provide confirmation of receipt of Transporter's request is met by sending such confirmation to the representatives identified by Transporter pursuant to the requirements of Section 14.6(a)(ii) above.
- (iii) Shipper's failure to acknowledge receipt of, or respond to, Transporter's request for credit information as provided in subsections (b)(i) and (ii) above, shall be grounds for Transporter to refuse to commence service in accordance with the provisions of this Section 14. Additionally, such failure shall be grounds for Transporter to suspend Shipper's service, upon ten (10) days written notice, or terminate Shipper's service upon thirty (30) days written notice.
- (c) Upon receipt from Shipper of all credit information provided pursuant to this Tariff, Transporter will notify Shipper that it has received such information. Transporter and Shipper may mutually agree to waive the requirements of this subsection (c).
- (d) If Transporter requests additional information to be used for credit evaluation after the initiation of service, contemporaneous with the request, it will provide its reason(s) for requesting the additional information to Shipper and designate to whom Shipper's response should be sent. Transporter and Shipper may mutually agree to waive the requirements of this subsection (d).
- (e) (i) At any time after Shipper is determined to be non-creditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by Transporter. As part of Shipper's re-evaluation request, Shipper must

GENERAL TERMS AND CONDITIONS  
(continued)

14. PAYMENTS: (continued)

update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update should include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness.

- (ii) After Transporter's receipt of Shipper's request for re-evaluation, including all requested information pursuant to this section, within five (5) Business Days, Transporter should provide a written response to Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter'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 Shipper's request unless specified in this Tariff, or if Transporter and Shipper mutually agree to some later date.

15. WAIVERS AND NONWAIVER OF FUTURE DEFAULT:

15.1 Waivers

- (a) If Transporter waives any of its rights hereunder and compliance with the provisions of this Tariff for the term of a Service Agreement, such waiver shall be considered a "material deviation" from the Form of Service Agreement and any Service Agreement for which a waiver has been provided for the term of the Service Agreement will be filed with the Commission. Any such waivers will be provided on a basis that is not unduly discriminatory. Transporter shall record any such waivers in a log, which log shall be available for public inspection, and, to the extent required, posted on Transporter's Internet Web Site, in accordance with Part 358 of the Commission's regulations.
- (b) Transporter may, from time to time, waive any of its rights hereunder and compliance with the provisions of this Tariff for periods of time less than the term of a Service

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**First Revised Sheet No. 476C** First Revised Sheet No. 476C

Superseding: Original Sheet No. 476C

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(continued)

15.    WAIVERS AND NONWAIVER OF FUTURE DEFAULT:    (continued)

Agreement, on a basis which is not unduly discriminatory. Transporter shall record any such waivers in a log, which log shall be available for public inspection, and, to the extent required, posted on Transporter's Internet Web Site, in accordance with Part 358 of the Commission's regulations.

15.2    Waivers of Future Default:

Failure to exercise any right or rights under this Tariff shall not be considered a waiver of such right or rights in the future. No waiver of any one or more defaults by the other party in the performance of any of the provisions of this Tariff shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

16.    GOVERNMENTAL REGULATIONS:

The Service Agreement and the services rendered pursuant to this Tariff shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over either or both parties, as applicable, and the obligations of both parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Service Agreement on continuing conditions satisfactory to the party affected. Should such governmental regulations or orders reduce the rates for the services provided by Transporter below the levels otherwise provided in the Service Agreement, such rates shall be reduced only by the difference between the total amount of money due each Month under the terms and conditions of the Service Agreement, and the total amount of money permitted to be charged during such Month under any applicable regulations and orders. Shipper shall cooperate with Transporter by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under the Service Agreement. Neither party shall be held in default for

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**Original Sheet No. 477** Original Sheet No. 477 :    Effective

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16.    GOVERNMENTAL REGULATIONS (continued)

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



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Superseding: Original Sheet No. 478

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17. COMPLAINTS:

- 17.1 Any person having complaints regarding the processing of requests for service or the provision of such services under Transporter's Tariff should provide within ninety (90) Days from the date of the alleged occurrence (or knowledge thereof) of the event prompting the complaint, a written description detailing the complaint, including identifying the request or transaction involved. The complaint should be sent to the personnel and address provided for such purpose on Transporter's Internet Web Site.

Transporter shall investigate all complaints so received and shall respond initially within forty-eight (48) hours and in writing within thirty (30) Days after receipt of the written complaint advising complainant of the disposition or notifying complainant that additional time will be required to dispose of the complaint. Complainant shall cooperate with Transporter if additional information is required to investigate or dispose of any complaint.

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**Sheet Nos. 479 - 490** Sheet Nos. 479 - 490

The following sheets are reserved for future use:

Second Revised Sheet No. 479

Original Sheet No. 480

Original Sheet No. 481

Original Sheet No. 482

Original Sheet No. 483

Original Sheet No. 484

Original Sheet No. 485

Original Sheet No. 486

Original Sheet No. 487

Original Sheet No. 488

Original Sheet No. 489

Original Sheet No. 490

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**Sheet Nos. 480 - 490** Sheet Nos. 480 - 490 :    Effective

Sheet Nos. 480 through 490  
are reserved for future use.

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Superseding: First Revised Sheet No. 491

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(continued)

18.    Reserved for future use.

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**Sheet Nos. 492 - 535** Sheet Nos. 492 - 535

The following sheets are reserved for future use.

Second Revised Sheet No. 492  
First Revised Sheet No. 493  
First Revised Sheet No. 494  
First Revised Sheet No. 495  
First Revised Sheet No. 496  
First Revised Sheet No. 497  
First Revised Sheet No. 498  
First Revised Sheet No. 499  
First Revised Sheet No. 500  
First Revised Sheet No. 501  
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First Revised Sheet No. 503  
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**Original Sheet No. 493** Original Sheet No. 493 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

18.2 General Procedures.

- 18.2.1 On March 1, 1992, and on each March 1 thereafter through and including March 1, 2001, Transporter shall file the proposed CSC Charge and, if applicable, CSC Rate Credit to become effective as of the following April 1. Work papers supporting the calculation of all components of the proposed CSC Charge and CSC Rate Credit shall be filed with the proposed charge. If this section shall not have become effective as of March 1, 1992, Transporter shall file proposed revised tariff sheets reflecting the CSC Rate Credit within ten (10) Days of the date that this section shall become effective, with a proposed effective date of the first Day of the Month following the date such revised sheets shall be approved.
- 18.2.2 Challenges related to the eligibility for recovery of the costs included in the proposed CSC Charge shall be governed by Section 18.8 hereof. Challenges related to the prudence of the costs included in the proposed CSC Charge shall be governed by Section 18.9 hereof. In the event any protest regarding prudence or eligibility is made with respect to any of Transporter's CSC Charge filings, Transporter shall be permitted to implement the proposed CSC Charge as of the relevant April 1, subject to refund as to the appropriate persons pending (i) the issuance of a final Commission order determining the matter, or (ii) alternatively in the case of a prudence challenge, the withdrawal of any such protest or the failure by any challenger to file its case in chief as of the specified date.
- 18.2.3 The CSC Charge shall be included as a component of Transporter's commodity rate applicable to all volumes delivered off of Transporter's system pursuant to its generally available jurisdictional transportation and sales tariffs during the Recovery Period. Volumes are "delivered off of Transporter's System" when, at any of Transporter's Delivery Points, such

GENERAL TERMS AND CONDITIONS  
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volumes leave Transporter's system and are delivered to another entity. Accordingly, as an example using Transporter's existing Rate Schedules, the CSC Charge would be calculated based upon and applied to volumes transported under one of CEGT's transportation rate schedules.

18.3 Determination of CSC Charge.

18.3.1 Transporter shall determine the Initial CSC Charge as follows:

- (a) Transporter shall determine pursuant to Section 18.6 the Annualized Recovery Portion applicable to the level of its Eligible CSC existing as of March 1, 1992; after which
- (b) Transporter shall design the Initial CSC Charge by dividing the amount determined pursuant to paragraph (a) by 823 TBtu's; provided, however, that at no time shall the Initial CSC Charge net of the CSC Rate Credit, if any, be greater than 3¢ per Dth.

18.3.2 Effective with the Recovery Year beginning April 1, 1993, Transporter annually shall redetermine the CSC Charge in the following manner:

- (a) Transporter shall determine pursuant to Section 18.5 the Annual Recovery Amount for the relevant Recovery Year; after which
- (b) Transporter shall design the CSC Charge to be applicable during the relevant Recovery Year by dividing the amount determined pursuant to paragraph (a) by the sum of (i) all volumes delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the immediately preceding calendar year, (ii) all non-jurisdictional sales made by

GENERAL TERMS AND CONDITIONS  
(continued)

Transporter for the same period, and (iii) any additions thereto appropriate in order to reflect any increases, if any, in such volumes expected by Transporter to be experienced during the next Recovery Year; provided, however, that at no time shall the CSC Charge net of the CSC Rate Credit, if any, be greater than 3¢ per Dth.

18.4 CSC Rate Credit.

- 18.4.1 The CSC Rate Credit shall be included as component of Transporter's commodity rate applicable to all volumes subject to the CSC Charge which are delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the twelve (12) consecutive Month period beginning with the Month that the tariff sheets reflecting the CSC Rate Credit first shall become effective.
- 18.4.2 The CSC Rate Credit shall be calculated as follows:
- (a) Transporter shall multiply (i) the total of all volumes delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the period that a CSC rate was in effect prior to the effective date of the Initial CSC Charge, by (ii) the full CSC rate(s) in effect for the same period; after which
  - (b) The amount determined pursuant to paragraph (a) shall be divided by twelve (12) to determine an equal monthly installment; after which
  - (c) The amount of the monthly installment determined pursuant to paragraph (b) shall be multiplied separately by (i) the number of Months remaining in the Initial Recovery Year as of the date on which the tariff sheets reflecting the CSC Rate Credit first



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(continued)

shall become effective, and (ii) the difference, if any, between twelve (12) and the number of Months represented in (i); after which

- (d) Transporter shall design the CSC Rate Credit applicable to each relevant period as follows:  
(i) for the Initial Recovery Year, by dividing the amount determined pursuant to paragraph (c)(i) above, by the product derived by multiplying 68.58 Tbtu's times the same number of Months used in the calculation in paragraph (c)(i) above; and (ii) for the number of Months during the second Recovery Year that the CSC Rate Credit shall remain in effect, by dividing the amount determined pursuant to paragraph (c)(ii) above by the same amount of throughput for the corresponding Months used in determining the CSC Charge applicable to the same period pursuant to Section 18.3.2(b); provided, however, that at no time shall the CSC Rate Credit be greater than the corresponding CSC Charge then in effect.

- 18.4.3 By March 1, 1993, and March 1, 1994, respectively, Transporter shall calculate for the previous calendar year the difference, if any, between the total amount anticipated to be credited through the CSC Rate Credit during such period and the amount imputed to be credited due to differences between design throughput and actual throughput. Such calculations shall be made using the same procedures as are provided at Section 18.7.1 hereof. In the event of an overcredit, the difference shall be included as an element of factor "C" in the calculation of the relevant Annual Recovery Amount in the same manner as other, similar amounts due Transporter; in the event of an undercredit, the difference shall be included as an element of factor "D" in the calculation of the relevant Annual Recovery Amount in the same manner as other, similar amounts owed by Transporter. In the event that for any given period the CSC Rate

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Credit otherwise would exceed the corresponding CSC Charge then in effect, then the amount of the CSC Rate Credit shall be reduced to equal the amount of the CSC Charge and the remaining amount of the credit shall be considered as an undercredit for the relevant period.

18.5 Determination of Annual Recovery Amount.

Transporter shall determine the Annual Recovery Amount according to the following formula:

$$A + B + C - D = \text{ARA}$$

where,

"A" equals the Annualized Recovery Portion determined in accordance with Section 18.6.2 with respect to Eligible CSC, a portion of which has been recovered during previous Recovery Years;

"B" equals the Annualized Recovery Portion determined in accordance with Section 18.6.1 with respect to Eligible CSC, a portion of which is sought for the first time to be recovered during the relevant Recovery Year;

"C" equals the amount of additional costs, if any, determined to be applicable to such Recovery Year pursuant to Section 18.7.

"D" equals the amount of the credit, if any, determined to be applicable to such Recovery Year pursuant to Section 18.7.

"ARA" equals the Annual Recovery Amount.

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18.6 Determination of Annualized Recovery Portion.

- 18.6.1 For Eligible CSC, the recovery of a portion of which is to be made for the first time in connection with the relevant year's CSC Charge, the Annualized Recovery Portion shall be determined according to the following formula:

$$(A + B) / C + D = ARP$$

where,

"A" equals the amount of Eligible CSC at issue other than as are covered by Section 18.8(c) (3);

"B" equals the total amount of interest to be earned on the Eligible CSC reflected in "A" over the remainder of the Recovery Period, calculated assuming (i) an equal annual amortization of such Eligible CSC over the remainder of the Recovery Period, and (ii) interest on the unamortized balance calculated at the rate then in effect pursuant to Section 18.10 throughout the remainder of the Recovery Period, compounded annually;

"C" equals the number of years remaining in the Recovery Period;

"D" equals that portion of the Eligible CSC authorized for recovery pursuant to Section 18.8(c) (3) which are attributable to the first year that payments are made under an agreement covered by that section; and

"ARP" equals the Annualized Recovery Portion,

- 18.6.2 For Eligible CSC, the recovery of a portion of which has been made in a prior CSC Charge, the Annualized Recovery Portion shall be the same amount as used in the previous year's calculation of the Annual Recovery Amount; provided, however, that in the event the interest rate applicable pursuant to Section 18.10 has changed during the intervening period, then that portion of the Annualized

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Recovery Portion attributable to interest shall be recalculated as appropriate to reflect the change in the applicable amount of actual interest due on the unamortized balance of such costs; and provided, further, that the amount to be included for Eligible CSC arising out of an agreement covered by Section 18.8(c)(3) shall be governed by that section.

- 18.6.3 The total Annualized Recovery Portion which is to be recovered during any given Recovery Year shall be equal to the sum of all of the individual Annualized Recovery Portions.

18.7 Determination of Annual Reconciliation Amounts.

- 18.7.1 Annual Recovery Reconciliation: By March 1 of each Recovery Year Transporter shall calculate the difference for the previous calendar year between the Anticipated Recovery Amount, and the Imputed Recovery Amount. Thereafter, in the determination of the relevant Annual Recovery Amount, either (i) Transporter shall include a credit for the amount, if any, by which the Imputed Recovery Amount exceeded the Anticipated Recovery Amount up to a point that the credit would reduce the CSC Charge below 0¢ per Dth; or (ii) if the Imputed Recovery Amount is less than the Anticipated Recovery Amount, Transporter shall be permitted, at its option, to include all or any part of the unrecovered difference in the calculation of the Annual Recovery Amount for the relevant or any subsequent Recovery Year until all such amounts have been recovered up to a point that the inclusion would cause the CSC Charge to exceed three cents (3¢) per Dth. Any credit unable to be used with respect to any given Recovery Year shall be carried to the next and included (together with interest calculated in accordance with Section 18.10) in like manner in the calculation of the Annual Recovery Amount for the following Recovery Year. Any unrecovered differences carried from one Recovery Year to the next shall not be permitted to earn interest. On or before June 1, 2002,

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Transporter shall perform the calculation described above in this section for the period January 1, 2001, through and including March 31, 2002 ("Final Period"). If the Imputed Recovery Amount exceeded the Anticipated Recovery Amount for the Final Period, Transporter shall refund to each customer a portion of such excess determined on the basis of the relationship that deliveries off of Transporter's system attributable to each customer pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the Final Period bears to the sum of (i) all volumes actually delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs, and (ii) all non-jurisdictional sales made by Transporter, for the Final Period. If the Imputed Recovery Amount is less than the Anticipated Recovery Amount for the Final Period, Transporter shall directly bill to each customer a portion of such deficiency determined on the basis of the relationship that deliveries off of Transporter's system attributable to each customer pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the Final Period bears to the sum of (i) all volumes actually delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs, and (ii) all non-jurisdictional sales made by Transporter, for the Final Period. Any such refunds or direct billed amounts shall be paid on or before July 1, 2002.

18.7.2 CSC Rate Credit Reconciliation: See Section 18.4.3.

18.8 Limitations on CSC Charge Recovery.

The total amount of CSC for which Transporter may seek recovery through the CSC Charge is subject to the following limitations:

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- (a) Eligibility Challenges: Any person shall be entitled to challenge the eligibility for recovery either under Order No. 528, as interpreted, modified or waived by the Commission from time to time, or under the provisions of this Tariff, of any of the costs which Transporter proposes to recover in any CSC Charge. Such challenge may include any amount of newly-submitted CSC, all or any portion of which is reflected for the relevant year as an element of factors "A" or "D" in the calculations contemplated by Section 18.6.1. In the event that upon any challenge to eligibility the Commission determines that any amount proposed to be recovered by Transporter is not eligible for recovery, then Transporter shall eliminate such amount from the calculation of the relevant charge. Eligibility challenges to the Initial CSC Charge must be filed by the later of (i) twenty (20) Days following the date that this section shall first become effective, or (ii) March 20, 1992. Eligibility challenges to a redetermined CSC Charge shall be as provided in the Commission's notice of the filing of the proposed charge. Persons considering whether to file a protest regarding eligibility shall be permitted to review all materials filed with the Commission or otherwise made available under this Tariff, including any materials made available as a result of Section 18.9.2(a) hereof, provided that the person seeking review shall first agree to be bound by all relevant provisions regarding the confidential treatment of such materials. The results of eligibility challenges are not subject to the provisions of Section 18.9.
- (b) "Up Front" Absorption: Transporter shall absorb and not seek to recover through the CSC Charge twenty-five percent (25%) of each dollar of CSC.

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(c) Eligibility Caps:

- (1) Transporter shall not be permitted to recover in the aggregate through the CSC Charge any more than 75% of a total amount of \$310 million.
- (2) Transporter shall not be permitted to recover through the CSC Charge any more than 75% of a total amount of \$127 million with respect to CSC which were paid by Transporter to producers on or before December 1, 1991, and against which as of such date Transporter had no later right of offset or recoupment.
- (3) Transporter shall not be permitted to recover through the CSC Charge any more than 75% of a total amount of \$120 million with respect to CSC which are to be paid to producers subsequent to December 1, 1991, pursuant to the terms of agreements in effect on such date and against which, as of the time of payment, Transporter will have no later right of offset or recoupment. With respect to any given Recovery Year, in its annual March 1 filing Transporter shall include as the Annualized Recovery Portion applicable to any payments made under any such agreements only the sum of:
  - (A) the lower of (i) the amount contemplated to be paid for the twelve (12) Month period preceding Transporter's annual March 1 filing (or, in the case of the Initial CSC Charge, the amount contemplated to be paid prior to March 1, 1992) under the terms of the relevant agreement as in effect on December 1, 1991, or (ii) the amount actually paid for the twelve (12) month period preceding Transporter's annual March 1 filing; plus

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- (B) interest on the amount determined pursuant to (A) calculated in accordance with Section 18.10 hereof from the date of actual payment to the following April 1.

To the extent that in any given year, the amount determined pursuant to (A)(ii) is lower than the amount determined pursuant to (A)(i), then the \$120 million cap otherwise applicable hereunder shall be further reduced by such difference.

- (4) Transporter shall not be permitted to recover through the CSC Charge any more than 75% of a total amount of \$63 million with respect to CSC which is not within the categories established by (2) and (3) above.
- (d) Effect of Disallowance on Caps: If the Commission determines that any amount proposed to be recovered by Transporter through the CSC Charge permanently is not eligible for recovery during the Recovery Period, then the eligibility caps in (c) relevant to such amount shall be reduced by the amount deemed permanently ineligible for recovery.
- (e) Exclusion of Interest: Only the principal amount of CSC for which Transporter seeks recovery through the CSC Charge shall be used in calculating the extent to which Transporter is over or under the eligibility caps provided in (c).
- (f) Challenges to Prudence: Prudence challenges shall not be considered as eligibility challenges and shall be governed solely by Section 18.9.
- (g) Coordination With Mega-NOPR: All CSC which Transporter proposes to recover through its jurisdictional services and which are attributable to changes in Transporter's gas purchase and sales markets occurring prior to



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the date that any changes in Transporter's gas sales and transportation tariffs are filed in implementation of the final rule adopted by the Commission in Docket No. RM91-11-000 (the "Mega-NOPR"), shall be recovered through the provisions of this Section 18; provided, however, that nothing herein shall be deemed to preclude Transporter from seeking to recover as Mega-NOPR transition costs any settlement costs, including without limitation any settlement costs which may arise out of contracts in effect on December 1, 1991, which are attributable to changes in Transporter's gas purchase and sales markets occurring on or after the date that any changes in Transporter's gas sales and transportation tariffs are filed in implementation of the final rule adopted by the Commission in the Mega-NOPR, or are otherwise associated with the Mega-NOPR.

18.9 Prudence Challenges.

18.9.1 Definitions: In addition to those provided at Section 18.1, the following definitions also shall apply to this subsection:

- (a) Challenger -- Any person on whose behalf a prudence challenge is filed pursuant to the provisions of this section.
- (b) Challenger's Percentage -- The percentage applicable to the relevant Challenger as provided at Section 18.12, or in the case of any Challenger not listed, the greater of (i) two percent (2%), or (ii) the percentage which results from dividing (A) the Challenger's deliveries off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs during the most recent calendar year preceding the date the Challenger files its challenge, or, for an indirect customer of Transporter, the deliveries off of Transporter's system pursuant to Transporter's generally available

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jurisdictional transportation and sales tariffs for the same period of the customer directly served by Transporter which is attributable to the indirect customer by (B) for the same period, the sum of (1) all volumes delivered off of Transporter's system pursuant to Transporter's generally available jurisdictional transportation and sales tariffs, and (2) all non-jurisdictional sales made by Transporter.

- (c) Relevant Absorption Level -- The sum of (i) the total amount of CSC absorbed by Transporter pursuant to the 25% absorption obligation provided at Section 18.8(b) up to and including the time of the filing of the Subject Eligible CSC being challenged (which amount shall include the additional amount absorbed as a result of such filing); (ii) the extent, if any, to which the relevant Subject Eligible CSC being challenged are absorbed by Transporter as a result of the cap provided at Section 18.8(c)(4); and (iii) the extent, if any, to which the relevant Subject Eligible CSC being challenged later are absorbed by Transporter as a result of the three cents (3¢) per Dth caps provided at Sections 18.3.1(b), 18.3.2(b), and 18.7.1. In making the determination of the extent to which the relevant Subject Eligible CSC have been absorbed by Transporter pursuant to the provisions of (ii) and (iii), all Subject Eligible CSC shall be ranked according to date of their initial filing pursuant to the provisions of Section 18.6.1, with those filed earlier in time considered to be the first to be recovered pursuant to the CSC Charge and those filed later in time considered to be the first to be excluded from recovery (and, therefore, absorbed) as a result of the relevant caps. If any portion of the amount absorbed can not be determined as of the date of the Commission's final order on such challenge because of the inability

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reasonably to predict the extent to which Transporter actually will absorb during future periods all or any portion of the relevant Subject Eligible CSC as a result of the three cents (3¢) per Dth caps specified in Sections 18.3.1(b), 18.3.2(b), and 18.7.1, then any calculations of any related credits or payments initially shall be made without respect to such portion. Thereafter, within thirty (30) Days of the date on which it becomes certain that such portion in fact shall be absorbed by Transporter, any such calculations of any related credits or payments shall be adjusted to reflect the absorption of such additional amount, together with interest on the previously unreflected portion accrued from the date of the Commission's final order on the challenge, and appropriately revised statements or rates shall be issued or implemented.

- (d) Subject Eligible CSC -- The total amount of newly-submitted Eligible CSC, all or any portion of which is reflected for the relevant year as an element of factor "A" or "D" in the calculations contemplated by Section 18.6.1.
- (e) Threshold Difference -- The difference between the applicable Relevant Absorption Level, and the total amount of CSC, if any, with respect to which as of the date of the filing of the challenged CSC the Challenger has paid or is paying direct bills as a consequence of any previous unsuccessful challenge.

18.9.2 Procedure.

- (a) Supporting Data: Simultaneous with the filing each year of the CSC Charge (other than the Initial CSC Charge), Transporter will establish a repository in Washington, D.C. where relevant information regarding the total amount of Subject Eligible CSC

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relevant to such year, including the agreements which represent Transporter's binding obligation to pay, may be reviewed by any customer. Such a repository will be established with respect to the Initial CSC Charge on March 1, 1992, and review of such repository may commence on the later of that date or the date that this section first shall become effective. Transporter may add to the information included in the repository at any time. Information deposited by Transporter in the repository will include copies of the relevant settlement agreements and, where appropriate, proof of payment such as canceled checks. Review of this material will be pursuant to the form of protective agreement provided at Section 18.13, or such other form of protective agreement as may be approved by the Commission from time to time for use hereunder.

- (b) Challenges: Each year, any person desiring to challenge the prudence of the then-relevant Subject Eligible CSC shall file a protest, in the case of the Initial CSC Charge, on the later of (i) twenty (20) Days following the date that this section first shall become effective, or (ii) March 20, 1992, and in the case of any subsequent CSC Charge, within the time period provided for in the Commission's notice of the filing of the proposed charge. Any person filing such a challenge shall identify in its initial protest and case in chief the persons on whose behalf the filing is made; only persons identified on both a timely filed initial protest and on a timely filed case in chief thereafter shall be the persons to whom credits are to be made, or from which additional payments are to be received, and which otherwise are to benefit from or be bound by the outcome of the prudence challenge. Failure by any person to file a protest or, if a protest is filed, a case in chief on prudence

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within the 45-Day period defined in Section 18.9.2(c) will constitute a waiver by such person of any prudence issues with respect to the Subject Eligible CSC and such person shall not be permitted thereafter to challenge the recovery of the remaining annualized portions of the Subject Eligible CSC included in subsequent filings. The filing of a case in chief will commit the Challenger to proceed on the issue of prudence and withdrawal by that person may not be accomplished unilaterally, but only with the consent of Transporter.

- (c) Discovery and Testimony: The Challenger shall serve its initial data requests on Transporter regarding its challenge within twenty (20) Days after the filing by Transporter of the CSC Charge containing the challenged Subject Eligible CSC or, if later in the case of the Initial CSC Charge, twenty (20) Days following the date that this section first shall become effective. Transporter's responses to such data requests shall be provided within fifteen (15) Days thereafter. Within seven (7) Days after receiving Transporter's responses, the Challenger shall serve any follow-up data requests, to which Transporter will respond within an additional seven (7) Days. Within forty-five (45) Days after its receipt of Transporter's responses to its follow-up data requests or, if no follow-up data requests are served, forty-five (45) Days after responses would have been due pursuant to the above-described schedule, the Challenger shall file its case in chief regarding prudence with the Commission. Transporter shall serve its initial data requests on the Challenger within twenty (20) Days of the date of its receipt of the Challenger's case in chief. The Challenger's responses to such requests shall be provided within fifteen (15) Days

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thereafter. Within seven (7) Days after receiving the Challenger's responses, Transporter shall serve any follow up data requests to which the Challenger shall respond within an additional seven (7) Days. Within forty-five (45) Days after its receipt of the Challenger's responses to its follow-up data requests or, if no follow-up data requests are served, forty-five (45) Days after responses would have been due pursuant to the above-described schedule, Transporter shall file its rebuttal case in chief regarding prudence with the Commission. The Chief Administrative Law Judge, or any other Administrative Law Judge whom the Chief Administrative Law Judge from time to time may designate during the term of the Recovery Period, shall oversee and resolve any disputes arising out of this discovery process. If such disputes arise, the ALJ designated to resolve such disputes shall be permitted to modify the schedule otherwise provided herein as may be appropriate and reasonable to accommodate the hearing and resolution of such disputes, provided, however, that in making such modifications the ALJ shall be guided by the desire for expedition reflected by these procedures.

- (d) Hearing: Once each person has filed its respective case in chief, the trial on the issue of prudence shall proceed in accordance with the procedural schedule established by the Presiding Administrative Law Judge. Because Transporter has agreed to absorb 25% of its CSC "up front", a presumption of prudence shall attach to all CSC for which Transporter is seeking recovery. Accordingly, any person challenging prudence will bear the ultimate burden of persuasion in order to demonstrate that any CSC incurred by Transporter and for which it has sought recovery were imprudent.

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18.9.3 Results of Prudence Challenge.

- (a) Unsuccessful Challenge: If the Challenger fails to prove that CSC in an amount greater than that absorbed by Transporter in calculating the Subject Eligible CSC were incurred imprudently, the Challenger will be required to make additional CSC payments to Transporter. The amount of such payments will be determined by multiplying the relevant Challenger's Percentage, times the lesser of: (a) the Subject Eligible CSC being challenged and not shown to be imprudently incurred, or (b) the applicable Relevant Absorption Level. This amount will be billed to the Challenger as a direct bill payable either within thirty (30) Days of the date of the Commission's final order on such challenge, or at the option of the Challenger, amortized on a monthly basis over the remainder of the Recovery Period, with interest calculated at the maximum rate authorized from time to time pursuant to 18 C.F.R. §154.501 compounded annually. No such payments shall excuse the Challenger from making any and all other applicable payments for any services received by such person from Transporter.
- (b) Successful Challenge: If the Challenger successfully challenges the prudence of any CSC sought to be recovered by Transporter and proves that the amount of CSC imprudently incurred is greater than the Threshold Difference, Transporter will adjust the maximum CSC Charge otherwise applicable to the services provided that customer. The amount of such adjustment will be determined by (i) multiplying the Challenger's Percentage by the amount of imprudent CSC which exceeds the Threshold Difference, and then (ii) dividing the resulting amount by the product of (A) the successful Challenger's actual jurisdictional throughput included within

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

18.10 Interest.

Except as provided otherwise in Section 18.9.3(a), the interest rate applicable hereunder shall be redetermined on the first Day of each calendar quarter and shall be equal to the lower of (i) the rate then in effect pursuant to 18 C.F.R. §154.501, or (ii) five percent (5%) per annum.

18.11 Effectiveness.

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



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18.12 Customer Percentages

Customer	Customer Percentage
Caldwell, City of	0.006%
South Haven, City of	0.002%
Willow, City of	0.002%
Winfield, City of	0.089%
AP Green Refractories Co.	0.037%
Acacia Gas Corp.	0.047%
Acme Brick Co.	0.097%
AEC	0.570%
AEM	3.459%
Agrico Chemical Co.	0.744%
Alcoa	1.012%
ALG	7.929%
Alumax	0.188%
Amagas Resources, Inc.	0.080%
Amerada Hess Corp.	1.551%
Amer Central Gas Pline	0.605%
American Cyanamid	0.048%
American Salt	0.080%
Amoco Production Co.	3.399%
Archer Daniels Midland	0.027%
Arco Natural Gas Mktg, Inc.	0.709%
Arkansas Aluminum Alloys	0.062%
Arkansas Chemicals Inc.	0.068%
Arkansas Eastman Co.	0.040%
Arkansas Glass Container	0.077%
Arkansas Kraft Corp.	0.290%
Arkansas Lime	0.075%
Arkansas Oklahoma	0.002%
Arkansas Power & Light	3.639%
Arkla General Supply	0.033%
Arkla Spot Gas Acq. Co.	0.056%
Ashgrove Cement	0.030%
Associated Natural Gas	1.094%
Berry Petroleum	0.060%
Big River II	0.762%
BP Gas Marketing	0.581%
Briar Gypsum	0.226%
Brockway Glass	0.122%
Calumet Refining Co.	0.318%
Can-Am Absorbent Co Inc.	0.043%
Centennial Natural Gas	0.322%

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Cerro Copper Prod.	0.001%
Chevron U.S.A., Inc.	0.006%
Chicopee	0.039%
Cleco	1.908%
Coastal Gas Marketing Co.	0.758%
Co-Generation Plant Inc.	0.050%
Colony Natural Gas Corp.	0.003%
Columbian Chemicals	0.084%
Commissrs of the LandOff	0.021%
ConAgra Frozen Foods	0.094%
Continental Natural Gas	0.860%
Cooper Tire & Rubber	0.109%
Cornerstone Nat Gas Co.	0.058%
Crescent Gas Corp.	0.254%
Cross Oil & Refining Co.	0.112%
Derby Refining Co.	0.150%
Dyco Gas Marketing	0.044%
EB Germany Research Park	0.025%
El Dorado Chemical	0.127%
Emerson Electric	0.054%
Energy Dynamics	0.001%
Enogex Inc.	0.157%
Enron Gas Marketing	2.349%
Entex, Inc.	0.007%
Entrade Corp.	0.062%
Ethyl Corp.	0.103%
Exxon Corp.	3.398%
G S Roofing	0.051%
Georgia Pacific	0.015%
Golden Gas Energies	0.100%
Great Lakes Chemical	
Greeley Gas Company	0.008%
Hadson Gas -	
Nucor (Yamato Steel Co.)	0.318%
Heath Petra Resrces Inc	0.035%
High Plains Corp.	0.070%
Illinois Power @ MRT	0.125%
IMC	2.044%
Indus Energy Srvs Co	0.034%
International Paper Co.	2.891%
Intersearch (Hollytex)	0.027%
Jefferson - Smurfit	0.028%
Kansas Gas and Electric	0.239%
Landmark Gas Corp.	0.049%
Larouche Industries	0.008%
LIG	0.244%

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Lion Oil Co.	0.319%
Lone Star Steel	0.005%
Louisiana Gas Ser Co.	0.232%
Marathon Oil Co.	0.189%
Mega Natural Gas Co.	3.784%
Mid America Packaging	0.176%
Midcon Marketing Corp.	0.207%
Minnesota Mining & Mfg.	0.116%
Mississippi Lime	0.022%
Mississippi River Trans	0.024%
Mobil Natural Gas Co.	0.122%
Mobley/Petrol-Chem	
Operating Co., Inc.	0.195%
Morton Salt	0.145%
Mountain Front Pipeline	0.071%
Mountain Iron	0.005%
National Steel	0.352%
Natl Gas Clearhouse Inc.	0.004%
Nekoosa Edwards	0.587%
Nimrod Natural Gas Corp.	0.002%
North Amer Res	0.100%
Northwest Cent Pipeline	0.516%
Oklahoma Gas & Electric	0.016%
Owens Ill. (Libbey Glass)	0.241%
Panda Resources	0.113%
Panhandle Trading Co	0.082%
Phillips Gas Marketing	0.858%
Phoenix Gas Pipeline Co.	0.000%
Plains Resources, Inc.	0.002%
Premier Gas Co.	0.180%
Producers Marketing Corp.	0.005%
PSI, Inc.	0.394%
Quincy Soybean	0.153%
R A Miller	0.007%
R Lacy, Inc.	0.622%
Razorback Steel	0.056%
Reliance Gas Mketing Co.	0.522%
Reynolds Metals	0.227%
RhonePoulenc Base Che Co	0.041%
Riceland Foods	0.268%
Santa Fe Minerals, Inc.	0.150%
Seagull Mketing Srvs Inc.	0.706%
Shell Oil	0.454%
Spectralite Consort	0.007%
Standard Rendering	0.052%
Sun Gas Transmission	0.877%

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Sunbelt Oil Field Srvs	0.162%
Superwood Corp.	0.041%
Swepeco	0.000%
Temple Inland	0.231%
Texaco Gas Marketing Inc	2.079%
Tx Eastern Gas Srvs Co	0.469%
Texas Gas Marketing	2.955%
Transok, Inc.	1.890%
Tyson Foods	0.117%
U S Gypsum	0.181%
U S Vanadium	0.106%
UGPL	0.257%
Union Electric	0.018%
Union Natural Gas Co.	0.181%
UOP Process Div.	0.176%
Vesta Energy Co.	1.053%
Wabash Alloys	0.039%
Wellington, City of	0.008%
Western Farmers Elec Co	0.000%
Williams Gas Marketing	0.095%
Winfield, City of	0.136%
3759 Investment Corp.	0.006%

18.13 Form of Protective Agreement  
Begins on following page.

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UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

CenterPoint Energy Gas Transmission Company) Docket No. RP91-49-000)

(FORM OF) PROTECTIVE AGREEMENT

WHEREAS, CenterPoint Energy Gas Transmission Company ("CEGT"), filed an application with the Federal Energy Regulatory Commission in the above-captioned proceeding to recover certain Contract Settlement Costs; and

WHEREAS, the Commission has suggested that CEGT and the parties to the said proceeding attempt to reach an agreement for purposes of providing such protective conditions as are appropriate; and

WHEREAS, the parties have been engaged in settlement negotiations regarding a mechanism for the recovery by CEGT of the Contract Settlement Costs included in the application referred to above, in this docket as well as certain additional Contract Settlement Costs; and

WHEREAS, fulfillment of the terms of the Stipulation and Agreement ("S&A") filed with the Commission will require inspection of certain of the documents associated with these Contract Settlement Costs that are highly confidential, commercially-sensitive documents the disclosure of which could be injurious to the conduct of CEGT's business; and

WHEREAS, the party first identified below desires to review said documents and CEGT offers to make said documents available pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the undersigned parties hereby agree to be bound by the terms and provisions of the attached Terms of Protective Agreement and the parties further agree that the acts of any authorized representative of the party first identified below shall be deemed to be the acts of such party.

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Executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ on behalf of (print name  
of party) \_\_\_\_\_ by (print name of counsel) \_\_\_\_\_,  
its attorney.

(Signature)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ on behalf of  
CenterPoint Energy Gas Transmission Company, by Richard D. Avil, Jr., its  
attorney.

\_\_\_\_\_

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#### TERMS OF PROTECTIVE AGREEMENT

1. These Terms shall govern the use of all protected materials produced by or on behalf of CenterPoint Energy Gas Transmission Company ("CEGT"), in connection with Docket No. RP91-49-000 before the Federal Energy Regulatory Commission, including all settlement discussions and the Stipulation and Agreement related thereto. Protected materials shall be those materials concerning certain payments by CEGT to settle and restructure contracts (hereinafter referred to as "Contract Settlement Costs") that CEGT has designated as protected materials in its filing of December 11, 1990 herein or has subsequently so designated, any materials that CEGT designates as protected in the course of discovery (whether formal or informal) in these proceedings, any materials created by any party that are derived from or based on any protected materials, and any other materials which are made subject to the Protective Agreement by a Presiding Judge, the Commission, or a court or other body having appropriate authority or by agreement of the parties to this proceeding. Protected materials will be made available under the terms of this Protective Agreement only to a reviewing party through its reviewing representatives as defined and limited herein by Paragraphs 4 and 5.

2. Protected materials shall be physically marked as such and shall be made available during regular business hours (and at other times as agreed upon between the parties) at the Washington offices of CEGT's counsel, Jones, Day, Reavis & Pogue. Access will be limited to those reviewing representatives specifically authorized pursuant to Paragraphs 4 and 5. The reviewing parties shall not reproduce protected materials or any portion thereof by any means, including dictation into a recording machine, photography, photostating, copying machines, or other similar methods, unless CEGT agrees to such reproduction; provided, however, that the reviewing parties may take handwritten notes regarding the contents of the protected materials. Handwritten notes concerning the contents of protected materials may not be reproduced or transcribed except as necessary for the conduct of this proceeding, subject to the provisions of this Protective Agreement. Upon the conclusion of any challenge to the eligibility or prudence of Contract Settlement Costs by a final Commission order no longer subject to judicial review or upon the failure of any party to challenge the eligibility or prudence of Contract Settlement Costs within the time periods prescribed by the Stipulation and Agreement in Docket No. RP91-49-000, whichever is sooner, handwritten notes concerning the protected materials relating to the relevant Contract Settlement Costs shall be destroyed by the party that

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**FERC Docket: RP03-239-000**

**Original Sheet No. 519** Original Sheet No. 519 :    Effective

TERMS OF PROTECTIVE AGREEMENT  
(Continued)

made or relied upon the notes, and each reviewing party shall submit to CEGT an affidavit stating that any and all handwritten notes which incorporate data obtained from such protected materials have been destroyed.

3. Any protected material secured pursuant to this Protective Agreement shall be treated as confidential by the reviewing party and by the reviewing representative in accordance with the certificate executed pursuant to Paragraph 5. Protected materials shall not be used or disclosed except as necessary for the conduct of the proceedings contemplated by the Stipulation and Agreement in Docket No. RP91-49-000; nor will they be made known in any manner to any person except a person who is engaged in the conduct of such proceedings and who has a need to know the information in order to participate in such proceedings and who otherwise qualifies under the terms of Paragraphs 4 and 5. In addition, each set of such materials shall be preceded by a cover sheet, firmly attached, that shall not be removed and that shall bear the following legend:

Warning

This document and the matter contained in it are confidential and their use is restricted in accordance with a Protective Agreement arising from the Stipulation and Agreement in Docket No. RP91-49-000, before the Federal Energy Regulatory Commission. The viewing, dissemination, recording, or copying of this document, except as authorized by the Protective Agreement, is a violation of the Protective Agreement. It is a violation of that Agreement to separate this page from the document to which it is affixed.

4. Only parties from whom CEGT has proposed to recover Contract Settlement Costs may qualify as a reviewing party under this Protective Agreement, except that a state regulatory agency having jurisdiction over any party to this case that qualifies as a reviewing party may also qualify as a reviewing party, and the Commission's Staff shall be considered a reviewing party. Except as otherwise provided in this paragraph and Paragraph 5, a reviewing party shall be permitted access to protected materials solely for use in the proceedings described above in Paragraph 3 through its reviewing representatives, comprised of its counsel of record, associated attorneys, and other persons employed or retained by the reviewing party for the purpose of participating in such



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TERMS OF PROTECTIVE AGREEMENT  
(continued)

proceedings. Counsel who are themselves reviewing representatives under this paragraph shall ensure that only the persons discussed above review the protected materials. The reviewing representative or representatives must not be involved in or have direct or supervisory responsibility over gas purchases, gas sales, gas contracting, contract administration, gas contract litigation, or gas marketing; nor may the reviewing representative be involved in the furnishing of advice regarding any claim against CEGT under the terms of a contract for the sale of gas to CEGT unless otherwise agreed to by CEGT.

5. A reviewing representative of a reviewing party shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to the protected materials pursuant to this Agreement unless that representative has first executed, and there has been delivered to counsel for CEGT a non-disclosure certificate in the following form:

I certify my understanding that access to the protected materials is provided to me pursuant to the terms and restrictions of the binding Protective Agreement and attached Terms of Protective Agreement ("Agreement") arising from the Stipulation and Agreement in Docket No. RP91-49-000, that I have been given a copy of and have read the Agreement and that I agree to be bound by it, and by any amendments thereto. I understand that the contents of the protected materials, memoranda, or any other form of information regarding or derived from the protected materials shall not be disclosed to anyone other than in accordance with that Agreement and shall be used only for the purpose of the proceedings contemplated by the Stipulation and Agreement in Docket No. RP91-49-000. I acknowledge that a violation of this certificate constitutes a violation of the Agreement.

Any reviewing representative may disclose protected materials to any other reviewing representative, provided that each has executed the foregoing certificate and that each would be eligible to review directly the protected materials in question. In the event that any reviewing representative to whom the protected materials are disclosed ceases to be engaged in the proceedings described in Paragraph 3 above, or is employed in or retained for a position such that access to protected materials is prohibited by Paragraph 4, access to protected materials by that person shall be terminated. Even

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TERMS OF PROTECTIVE AGREEMENT  
(Continued)

if access is terminated as described above, every person who has agreed to this certification shall continue to be bound by the provisions of this Agreement and the certification.

6. After any period of discovery (formal or informal) in the proceedings described above has been completed, this Protective Agreement shall continue in force and effect and any protected materials reviewed or acquired pursuant to this Agreement shall remain confidential subject to further order of the Presiding Judge, as specified below. All evidence, briefs or other submissions which include, incorporate, utilize, refer to, or use in any manner the protected materials shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement. Examination of a witness concerning the protected materials shall be conducted in camera, closed to all parties except the party furnishing the protected materials, counsel of record for the reviewing parties, and any persons who qualify under Paragraphs 4 and 5, and transcripts of the closed hearings shall be stored in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement.

7. If a Presiding Judge finds at any time in the course of the proceedings described in Paragraph 3, above, that all or part of the protected materials are not confidential, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for fourteen (14) days from the date of issuance of the Presiding Judge's decision. None of the parties or participants waives its rights to seek additional administrative or judicial remedies after the Presiding Judge's decision or the Commission's denial of any appeal.

8. All copies of all documents reflecting protected materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to protected materials, shall be sealed with a copy of this Protective Agreement attached, except when they are being used by authorized persons as defined by this Agreement.

9. Nothing in this Protective Agreement shall be construed as precluding any party from objecting to the providing, disclosing or using of protected materials on any legal grounds other than confidentiality.

*Effective Date: 02/28/2003    Status: Effective*

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**Original Sheet No. 522** Original Sheet No. 522 : Effective

TERMS OF PROTECTIVE AGREEMENT  
(Continued)

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

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

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

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

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 523** Original Sheet No. 523 : Effective

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

CenterPoint Energy Gas Transmission Company) Docket No. RP91-49-000)

(FORM OF) NON-DISCLOSURE CERTIFICATE

I certify my understanding that access to the protected materials is provided to me pursuant to the terms and restrictions of a binding Protective Agreement and the attached Terms of Protective Agreement ("Agreement") arising from the Stipulation and Agreement in Docket No. RP91-49-000, that I have been given a copy of the Protective Agreement and have read the Agreement and that I agree to be bound by it, and by any amendments thereto. I understand that the contents of the protected materials, memoranda, or any other form of information regarding or derived from the protected materials, shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only for the purposes of the proceedings contemplated by the Stipulation and Agreement in Docket No. RP91-49-000. I acknowledge that a violation of this certificate constitutes breach of the said Agreement.

\_\_\_\_\_  
Signature of Reviewing  
Representative

\_\_\_\_\_  
Title or position description  
of signatory

\_\_\_\_\_  
Name of Signatory (Print)

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 524** Original Sheet No. 524 : Effective

(FORM OF) NON-DISCLOSURE CERTIFICATE  
(continued)

\_\_\_\_\_  
Name of Party

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date of Execution

Accepted: \_\_\_\_\_  
For CenterPoint Energy Gas Transmission Company

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Sheet Nos. 525 - 535** Sheet Nos. 525 - 535 :    Effective

Sheet Nos. 525 through 535  
are reserved for future use.

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

**Third Revised Sheet No. 536** Third Revised Sheet No. 536

Superseding: Second Revised Sheet No. 536

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE:

Any Shipper under Rate Schedules FT, FT-2, EFT, NNTS, RSS or FSS may seek to release for assignment to others any or all of its Contract Delivery Demand, Contract Demand, or firm storage service entitlements, as applicable, subject to the terms and conditions provided for in this section. If a paper document is received on a non-Business Day, such document will be considered received on the next Business Day. Except as provided in Section 19.2 below, all releases shall be biddable releases, i.e., subject to the prior posting and bidding procedures described in Sections 19.3 - 19.4 below.

19.1 Notice and Withdrawal of Offer. A Shipper offering to release Contract Delivery Demand, Contract Demand, or firm storage service entitlements shall furnish electronic notice to Transporter of the terms of its offer. The Shipper may propose a prearranged designated replacement Shipper to which the capacity would be released. The offer shall contain the following minimum information:

- (a) Shipper's legal name and the name/title of individual who has authorized the offer to release;
- (b) Transporter's Service Agreement number;
- (c) (i) A description of the capacity to be released and assigned, including Receipt and Delivery Point(s), as applicable. If a release and assignment is sought under Rate Schedule FT, FT-2 or EFT, the notice must state the Contract Demand, Receipt Entitlement and Maximum Delivery Obligation and, if applicable, the Maximum Receipt Obligation, subject to the proposed release and assignment. If a release and assignment is pursuant to Rate Schedule EFT, the notice must specify the ACE for each MDO. If a release and assignment sought is under Rate Schedule FSS, the notice must state the Maximum Storage

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FERC Docket: RP10-567-000

**First Revised Sheet No. 537** First Revised Sheet No. 537

Superseding: Original Sheet No. 537

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

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

If the release and assignment sought is under Rate Schedule RSS, or for the separate transportation or storage components thereunder, the notice must state the Maximum Withdrawal Quantity, the Maximum Seasonal Withdrawal Quantity, the Maximum Injection Quantity, the portion of the RSS Balance at the end of October, the Maximum Delivery Obligation(s) and the Maximum Receipt Obligation(s), as applicable, subject to the proposed release and assignment.

- (ii) If the releasing Shipper desires and is entitled to release a segment of its Primary Path, the Segment Receipt and Segment Delivery Points for the segment being released must be specified. Releasing Shipper shall request Primary Receipt and/or Delivery Points for the Primary Path Segment being released within the Primary Path up to its entitlement on that segment, and releasing Shipper shall separately request Primary Receipt and Delivery Points for the segment being retained. In such case, the capacity release timelines set forth in Sections 19.3(b) and (c) below shall not apply, but the request will be processed as soon as practicable, which in most cases should be no longer than two (2) Business Days after receipt, and the release shall then be processed in accordance with Section 19.3(b) or (c) below, as applicable. The assignment of capacity at any such primary points shall be in accordance with the provisions of Section 10 hereof.



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**Third Revised Sheet No. 538** Third Revised Sheet No. 538

Superseding: Second Revised Sheet No. 538

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (d) Any restrictions on shifting assigned existing Primary Receipt/Delivery Point(s) and quantity limitations, on the use of Secondary Receipt or Delivery Points, Additional Individual Receipt Points or Pools; or any requirement that the replacement Shipper reimburse the releasing Shipper for any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) assessed by Transporter for replacement Shipper's utilization of capacity assigned thereto;
- (e) The proposed effective date and term of the release and assignment (term must be at least one (1) Day but may commence at any of the effective times for standard nomination cycles specified in Sections 5.2(a) (i) and 5.5(a) (i) above);
- (f) The full legal name and identification number of any pre-arranged designated replacement Shipper, whether there is an affiliate relationship between the releasing and replacement Shipper, and the full terms of such pre-arranged release;
- (g) If a pre-arranged release, whether the replacement Shipper is an asset manager as defined in Section 284.8(h) (3) of the Commission's regulations or is a marketer participating in a state regulated retail access program as defined in Section 284.8(h) (4) of the Commission's regulations;
- (h) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (i) Whether, to what extent, and the conditions (including limitations on providing recall notification on a non-Business Day and otherwise on recall notification periods which may be used by releasing Shipper, other than as set forth in Section 19.11(g) (ii), and any applicable reput conditions) pursuant to which capacity will be subject to recall;
- (j) Whether bids on a volumetric rate basis (i.e., reservation or demand charge stated as a unit rate and billed based on quantities transported) may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

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**Second Revised Sheet No. 539** Second Revised Sheet No. 539

Superseding: First Revised Sheet No. 539

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (k) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and whether, the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (l) Any extensions of the minimum posting/bid periods;
- (m) Whether releasing Shipper desires to utilize the first-come, first-served option for short-term releases of thirty-one (31) Days or less described in Section 19.4 below and any minimum terms applicable thereto;
- (n) If releasing Shipper does not wish to receive notifications regarding replacement Shipper's creditworthiness (as described in Section 19.8(d) below), a statement to that effect;
- (o) Other special terms and conditions Shipper imposes on the release of its capacity, including minimum rates, term, quantity, information required by Section 284.8(h) of the Commission's regulations, etc.; and
- (p) Releasing Shipper may specify dollars and cents or percentages of the applicable rate as the denomination for bids in its offer to release, and bids submitted must comport with the releasing Shipper's specification.

A Shipper may withdraw its offer to release by providing electronic notice to Transporter of such withdrawal, which notice must be received by Transporter prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Shipper has an unanticipated requirement for such capacity and no bid meeting the minimum requirements imposed in the offer has been made. The notice must contain the reason for withdrawal which Transporter shall post on its Internet Web Site.

- 19.2 Pre-arranged Releases. Shipper may designate an entity (a pre-arranged designated replacement Shipper) to which it has agreed to release the capacity upon specified terms and conditions.

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FERC Docket: RP09-261-000

**First Revised Sheet No. 540** First Revised Sheet No. 540

Superseding: Original Sheet No. 540

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

Shipper's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 19.3 - 19.4 below, with the pre-arranged designated replacement Shipper being given a right to match the best bid submitted during the bid period. The following pre-arranged transactions with a designated replacement Shipper may be implemented without complying with such prior posting and bidding procedures:

- (a) A pre-arranged release for a term greater than one year that is for the maximum tariff rate;
- (b) A pre-arranged release for a term of 31 days or less; and
- (c) A pre-arranged release that is to a qualified asset manager as defined in Section 284.8(h)(3) of the Commission's regulations, or a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations. Releases under this subsection (c) must contain the information required by such regulations, including the volumetric level of the replacement Shipper's delivery or purchase obligation and the time periods during which that obligation is in effect.

Notice of such exempted releases, if releases are non-standard, or subject to special terms and conditions, shall be posted on Transporter's Internet Web Site as soon as practicable, but no later than two (2) Business Days after the transaction commences. If releasing Shipper desires to upload, via Transporter's Internet Web Site or electronic data interchange, pre-arranged releases, all such releases must be valid and complete. The replacement Shipper shall initiate confirmation of its pre-arranged release electronically.

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**First Revised Sheet No. 541** First Revised Sheet No. 541

Superseding: Original Sheet No. 541

GENERAL TERMS AND CONDITIONS  
(continued)

19.3 Capacity Release Timeline.

- (a) All offers must be complete, valid and in compliance with the terms of this Tariff, prior to posting. Valid and complete offers will be posted upon receipt, unless releasing Shipper requests a later posting time, provided that such request comports with the standard timeline specified below. Except as provided in Section 19 above, the timelines set forth in (b) and (c) below for capacity releases shall be applicable if:
  - (i) all information provided by the parties to the transaction is valid, complete, and satisfies the requirements of this section;
  - (ii) all bidders have been determined by Transporter to be creditworthy prior to the bidder's tender of a bid;
  - (iii) there are no special terms and conditions of the release; and
  - (iv) the offer to release contains one of the bid evaluation methodologies specified in Section 19.5(a) below.
- (b) For biddable releases:
  - (i) Less than or equal to one (1) Year:
    - On a Business Day:
      - (1) Offers shall be received by 12:00 p.m.;
      - (2) Bid period ends at 1:00 p.m.;
      - (3) Bid evaluation period begins at 1:00 p.m., during which contingencies are eliminated; best bid is determined; and bid ties are broken, and ends at 2:00 p.m.;
      - (4) Award of capacity or the triggering of a matching right communicated to the appropriate party by 2:00 p.m.;

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**Second Revised Sheet No. 542** Second Revised Sheet No. 542

Superseding: First Revised Sheet No. 542

GENERAL TERMS AND CONDITIONS  
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19. CAPACITY RELEASE (continued)

- (5) Pre-arranged replacement Shipper communicates any exercise of a matching right by 2:30 p.m.;
- (6) Posting of award for releases requiring matching by 3:00 p.m.

(ii) More than one (1) Year:

- (1) Offers shall be received by 12:00 p.m. at least four (4) Business Days prior to award;
- (2) Bid period shall commence at posting of the offer and shall end at 1:00 p.m. on the third successive Business Day after the Business Day of posting;
- (3) On the Business Day on which the bid period ends:
  - (A) Award of capacity or the triggering of a matching right shall be communicated to the appropriate party by 2:00 p.m.;
  - (B) Pre-arranged replacement Shipper communicates any exercise of a matching right by 2:30 p.m.
  - (C) Posting of award for releases requiring matching by 3:00 p.m.

(c) For non-biddable releases:

(i) Timely Cycle

- (1) posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

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*FERC Docket: RP03-407-000*

**Original Sheet No. 542A** Original Sheet No. 542A :    Effective

GENERAL TERMS AND CONDITIONS  
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19. CAPACITY RELEASE (continued)

(ii) Evening Cycle

- (1) posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

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*FERC Docket: RP03-407-000*

**First Revised Sheet No. 543** First Revised Sheet No. 543 : Effective

Superseding: Original Sheet No. 543

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

(iii) Intraday 1 Cycle

- (1) posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

(iv) Intraday 2 Cycle

- (1) posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

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**First Revised Sheet No. 544** First Revised Sheet No. 544 : Effective  
Superseding: Original Sheet No. 544

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (d) Submission of a bid or pre-arranged release to Transporter shall constitute the bidder's, or pre-arranged replacement Shipper's, as applicable, agreement to pay Transporter the applicable rates and charges posted in the offer or pre-arranged release, as applicable, and any additional charges applicable under this Tariff, and to abide by the terms and conditions of this Tariff. The winning bidder's bid, or the posting of the pre-arranged release, shall be binding. The award of capacity as supplemented by the terms of the form of Service Agreement for the applicable Rate Schedule, both posted on Transporter's Internet Web Site, shall constitute the replacement Shipper's Service Agreement. Replacement Shipper may submit nominations to use capacity acquired under this Section 19 at the first available nomination opportunity afforded to Shippers by Transporter contemporaneous with or after the completion of the replacement Shipper's Service Agreement.
- (e) If requested by releasing Shipper, and consistent with applicable regulations, Transporter will not post minimum bid or other terms specified by Shipper with the offer to release; however, such terms will be posted when notice of the winning bidder is posted. Further, unless a pre-arranged transaction is exempt from the prior posting and bidding procedures pursuant to Section 19.2 above, Transporter will not post the name and the affiliate and/or agent information of any pre-arranged replacement Shipper except as part of a notice of winning bidder. Transporter shall post valid and complete bids submitted but shall not identify the bidders or the bidders' affiliate and/or agent information. Releasing Shipper may request a date for bids to be posted, provided that such request comports with the standard timeline specified above. Transporter shall also post offers to purchase capacity from those who desire current Shippers to release capacity upon receipt of the applicable information as set forth in this section.
- (f) Non-standard notices of offers to release capacity, or notices which are subject to special terms and conditions, shall be posted on Transporter's Internet Web Site as soon as is practicable, but no later than



**Substitute First Revised Sheet No. 545** Substitute First Revised Sheet No. 545 : Effective  
Superseding: Original Sheet No. 545

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

three (3) Business Days (unless releasing Shipper designates a longer period) following receipt of a notice of offer which satisfies the requirements of this Section 19. Transporter shall evaluate the bids in accordance with the provisions of Section 19 and determine the best bid by 10:00 a.m. on the third Business Day following the close of the bid period. Transporter shall notify releasing Shipper, the best bidder, and any pre-arranged designated replacement Shipper of such determination by the end of such Business Day. If there is a pre-arranged designated replacement Shipper, it may exercise its right to match such best bid by providing electronic notice of such exercise to Transporter and releasing Shipper by the close of business on the third Day following selection of the best bid. Following implementation of the release, Transporter shall post notice on its Internet Web Site of the winning bidder and affiliate and, as appropriate, agent information for the winning bidder. Except as provided herein, the other terms of this Section shall apply to non-standard releases.

19.4 Bidding and Selection of Replacement Shipper.

- (a) All bids must be valid, complete, and contain the applicable information required in this section and any other information required for a valid request for service listed commencing on Sheet No. 697, including, but not limited to, whether there is an affiliate relationship between the releasing Shipper and the bidder. If the bid is for a permanent release, the bidder must provide the name of any agent or asset manager managing such bidder's transportation service, and if awarded the release, the bidder shall have a continuing obligation to notify Transporter of any change in status relating to its agent or asset manager during the term of such release. All valid and complete bids are binding. If releasing Shipper desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Transporter to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting

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**First Revised Sheet No. 546** First Revised Sheet No. 546

Superseding: Original Sheet No. 546

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the releasing Shipper. A bidder may not have more than one eligible bid for the same release offer at any time but may withdraw a

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*FERC Docket: RP10-567-000*

**First Revised Sheet No. 547** First Revised Sheet No. 547

Superseding: Original Sheet No. 547

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

bid provided Transporter receives electronic notice thereof prior to the close of the bid period. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Releasing Shipper shall not be allowed to extend the original bid period or the original pre-arranged release match period, without first posting a new release.

- (b) Transporter shall evaluate the bids in accordance with the provisions of this section and determine the best bid in accordance with the above timeline, if applicable. If capacity offered for release remains after determination of the best bid and the releasing Shipper does not specify another method for disposition of such capacity, then Transporter will determine from among the remaining qualifying bids the next best bid and proceed in the same manner until all the offered capacity has been awarded to approved bidders submitting qualifying bids.

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**First Revised Sheet No. 548** First Revised Sheet No. 548

Superseding: Original Sheet No. 548

GENERAL TERMS AND CONDITIONS  
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19. CAPACITY RELEASE (continued)

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

- (a) Transporter shall apply the standard or criteria for such determination specified by the releasing Shipper, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this Tariff, applicable to all potential replacement Shippers and require Transporter in applying such standard to exercise no more than a ministerial function. The releasing Shipper shall indemnify and hold Transporter harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Transporter arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by releasing Shipper. Releasing Shippers may specify one of the following bid evaluation methodologies on offers to release. Transporter shall have no obligation to accept bid evaluation methodologies other than those specified below.
  - (i) highest reservation charge unit rate on a daily basis;
  - (ii) net revenue (net unit rate times quantity [based on maximum quantity bid upon] times term);
  - (iii) highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies), and term or period bid upon; and
  - (iv) first-come, first-served option for releases of thirty-one (31) Days or less.

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**First Revised Sheet No. 549** First Revised Sheet No. 549

Superseding: Original Sheet No. 549

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19. CAPACITY RELEASE (continued)

- (b) In default of releasing Shipper specifying a bid evaluation standard, Transporter shall determine the bid or bids generating the highest net revenue as set forth in (a) (ii) above. In default of releasing Shipper specifying a method to break ties, priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.
- (c) Bids shall be solicited and submitted only as to the reservation or demand component (and any surcharges and other fixed costs applicable thereto) of the applicable rate. For releases for a term of more than one year, Shipper cannot release capacity for an effective price less than or greater than Transporter's applicable minimum or maximum, respectively, rates, as on file and in effect from time to time. Releases for a term of one year or less may be for an effective price greater than Transporter's applicable maximum rates as on file and in effect from time to time, provided that such releases take effect within one (1) year of the date Transporter is notified of the release. For purposes of bids

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

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

- 19.6 Qualification of Prospective Replacement Shipper. A prospective replacement Shipper must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff. Prior to submitting a bid pursuant to this section, a bidder must pre-qualify as a prospective replacement Shipper by submitting a credit application as provided for in Section 14.5 of these General Terms and Conditions specifying that the submission is for the purpose of pre-qualifying to submit bids on released capacity. Transporter will apply its creditworthiness criteria to assess the submission. Transporter will not award capacity release offers to a prospective replacement Shipper until and unless the prospective replacement Shipper meets Transporter's creditworthiness requirements applicable to all services that the prospective replacement Shipper receives from Transporter, including the service represented by the capacity release.
- 19.7 Nominations. Following its selection, completion of its Service Agreement and compliance with other applicable

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

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

19.8 Invoicing.

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

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

applicable under the relevant Rate Schedule attributable to its usage of the released capacity.

- (b) Transporter shall continue to invoice the releasing Shipper all applicable charges under its existing Service Agreement, including any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) resulting from replacement Shipper's utilization of the released capacity in a manner inconsistent with Transporter's agreement with the releasing Shipper, but excluding commodity or usage charges (plus surcharges, fuel retentions, penalties, etc.) invoiced to the replacement Shipper and attributable to its usage of the released capacity. Invoices sent to the releasing Shipper shall reflect a credit equal to any reservation or demand charges (plus all surcharges and fixed costs applicable thereto) being invoiced to the replacement Shipper for the released capacity rights, or as otherwise agreed.
- (c) If the replacement Shipper fails to pay when due all or part of the amounts credited to the releasing Shipper, Transporter shall pursue payment from the replacement Shipper by notifying such Shipper by registered letter, return receipt requested, that it has five Days from receipt of such letter to pay the amount due including any applicable interest. If the replacement Shipper fails to pay such amount by the end of the fifth Day, Transporter shall reverse the credit and invoice the releasing Shipper for such past due amounts, plus applicable interest.
- (d) Unless the releasing Shipper specifies otherwise in the applicable offer to release or pre-arranged release, Transporter will provide the releasing Shipper with Internet e-mail notification, reasonably proximate in time with any of the following formal notices given by Transporter to the releasing Shipper's replacement Shipper(s), of the occurrence of any of the following:
  - (i) Notice regarding past due, deficiency, or default status pursuant to this Tariff;
  - (ii) Notice regarding suspension of service;
  - (iii) Notice regarding contract termination due to default or credit-related issues; and



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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (iv) Notice that replacement Shipper is no longer creditworthy and has not provided credit alternatives pursuant to this Tariff.

19.9 Rights and Obligations of the Parties.

- (a) Unless Transporter otherwise agrees, the Service Agreement between the releasing Shipper and Transporter shall remain in full force and effect with the Shipper to receive a credit to its invoice as described hereinabove. The replacement Shipper's Service Agreement shall be fully effective and enforceable by and against the replacement Shipper. The replacement Shipper may also release capacity pursuant to this section on the same terms and bases as the primary release (except as prohibited by Section 30 of these General Terms and Conditions and FERC regulations), and in such event and for such purposes, shall be considered the releasing Shipper.

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Superseding: Original Sheet No. 553

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (b) Transporter shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the releasing Shipper and the replacement Shipper which are consistent with one another and with the terms and conditions of Transporter's Tariff and their respective Service Agreements. In the event that instructions or nominations from the releasing Shipper and replacement Shipper are, in Transporter's opinion, inconsistent or conflicting, Transporter shall comply with the instructions of the releasing Shipper; provided, however, that such instructions must not be inconsistent with Transporter's Tariff or the terms of either the releasing Shipper's or replacement Shipper's Service Agreement, in Transporter's opinion. The releasing Shipper will indemnify Transporter against any claim or suit by the replacement Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the releasing Shipper's nominations and instructions and will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations and scheduling instructions of the replacement Shipper; provided, however, that the releasing Shipper shall not be liable for the replacement Shipper's failure to pay the commodity or usage charges (plus surcharges, fuel retentions, penalties, etc.) billed to the replacement Shipper and attributable to its usage of the released capacity. The replacement Shipper will indemnify Transporter against any claim or suit by the releasing Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the nominations and scheduling instructions of the replacement Shipper and will hold Transporter harmless for any actions taken by Transporter in reliance upon the instructions of the releasing Shipper.

- 19.10 Marketing Fee. If Transporter and the releasing Shipper so agree, Transporter may receive a negotiated fee for its marketing efforts.

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**First Revised Sheet No. 554** First Revised Sheet No. 554

Superseding: Original Sheet No. 554

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

19.11 Limitations.

- (a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) (but may commence at any of the effective times for standard nomination cycles specified in Sections 5.2(a) (i) and 5.5(a) (i) above) and the maximum term must be for no longer than the expiration of this Tariff provision or the expiration of the Service Agreement subject to the assignment.
- (b) The replacement Shipper under Rate Schedule FT, to the extent not restricted under the conditions of the release, shall have the same rights as the releasing Shipper to change, or shift reserved capacity at, the Primary Delivery or Receipt Point(s) (including Segment Primary Points), as applicable, so long as its total firm capacity entitlements and usage remain within the quantity limitations specified in Sections 5.1(a) (i) and 5.4(a) (i) (1) or, if applicable, Section 30 of these General Terms and Conditions. Similarly, the releasing Shipper may exercise such rights to the extent of its retained Contract Limitations and consistent with the provisions of Section 30, if applicable. Further, the replacement Shipper under Rate Schedule FT, to the extent not restricted under the conditions of the release or by the provisions of Section 30, may utilize the Receipt Point options in accordance with the provisions of Section 5.1(a) (i) of the General Terms and Conditions and Secondary Delivery Point(s) as provided in Section 5.4 of these General Terms and Conditions.
- (c) Transporter may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this section and such invalidated offer or bid shall be deemed null and void.
- (d) Any terms and conditions imposed on the offer to release by the releasing Shipper as provided for in this section must be objectively stated, reasonable, capable of administration or implementation by Transporter without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this Tariff and releasing Shipper's Service Agreement.

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**Second Revised Sheet No. 555** Second Revised Sheet No. 555

Superseding: First Revised Sheet No. 555

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19. CAPACITY RELEASE (continued)

- (e) With respect to releases that are subject to the maximum rate ceiling, releasing Shipper and any replacement Shipper must track any changes in Transporter's rates approved by the Commission. If the Commission orders refunds of any such rates charged by Transporter subject to refund, Transporter and/or releasing Shipper, as the case may be, must make corresponding refunds to such releasing Shipper or any replacement Shipper, to the extent that releasing Shipper or replacement Shipper(s) has paid amounts in excess of Transporter's finally determined applicable maximum rates.
- (f) A releasing Shipper in a release transaction exempted from bidding pursuant to Section 19.2(b) above may re-release to the same replacement Shipper for a term of thirty-one (31) Days or less if either: 1) a period of twenty-eight (28) Days has elapsed after the first release for thirty-one (31) Days or less has expired or 2) the releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted. A releasing Shipper in a release transaction exempted from bidding pursuant to Section 19.2(b) above may also re-release (without satisfying the foregoing requirements) to the same replacement Shipper pursuant to the provisions of Section 19.2(a) or (c) above. Otherwise, an agreement for capacity to be released at less than maximum rates for a term of thirty-one (31) Days or less pursuant to Section 19.2(b) above shall not contain an evergreen provision and may not be rolled-over for any additional time period.
- (g) (i) If the releasing Shipper retains recall rights, it shall specify the condition(s) precedent to such recall, whether there are limitations on the recall notification periods set forth in Section 19.11(g)(ii)(1) through (5) which may be used and whether releasing Shipper's recall notification must be provided on a Business Day. The releasing Shipper may also return or reput released capacity to a replacement Shipper after recall as a standard option, the conditions of which must be specified in the offer of release; provided, however, that capacity may not be reput for the same Day it was recalled.

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**Original Sheet No. 555A** Original Sheet No. 555A

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(continued)

19. CAPACITY RELEASE (continued)

- (ii) The releasing Shipper shall be responsible for providing electronic notice to Transporter

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

of its exercise of recall rights. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity as follows:

(1) Timely Recall Notification:

- (A) A releasing Shipper recalling capacity must provide notice of such recall to Transporter and the first replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations (as defined in Sections 5.2(a)(i) and 5.5(a)(i) above) are due;
- (B) Transporter will provide notification of such recall to all affected replacement Shippers no later than 9:00 a.m. on the day Timely Nominations are due (Central Clock time).

(2) Early Evening Recall Notification:

- (A) A releasing Shipper recalling capacity must provide notice of such recall to Transporter and the first replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations (as defined in Sections 5.2(a)(2) and 5.5(a)(2) above) are due;
- (B) Transporter will provide notification of such recall to all affected replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time).

(3) Evening Recall Notification:

- (A) A releasing Shipper recalling capacity must provide notice of such recall to Transporter and the first replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

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**Original Sheet No. 556A** Original Sheet No. 556A : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (B) Transporter will provide notification of such recall to all affected replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time).
- (4) Intraday 1 Recall Notification:
  - (A) A releasing Shipper recalling capacity must provide notice of such recall to Transporter and the first replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations (as defined in Sections 5.2(a) (3) and 5.5(a) (3) above) are due;
  - (B) Transporter will provide notification of such recall to all affected replacement Shippers no later than 8:00 a.m. on the day the Intraday 1 Nominations are due (Central Clock Time); and
- (5) Intraday 2 Recall Notification:
  - (A) A releasing Shipper recalling capacity must provide notice of such recall to Transporter and the first replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations (as defined in Sections 5.2(a) (4) and 5.5(a) (4) above) are due;
  - (B) Transporter will provide notification of such recall to all affected replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

If a releasing Shipper provides recall notification to Transporter prior to the deadlines specified in (1) through (5) above and such notifications are received between 7:00 a.m. and 5:00 p.m., Transporter will provide notification to all affected replacement Shippers no later than one hour after receipt of such recall notification. If Transporter receives recall notification after 5:00 p.m. and prior to 7:00 a.m., it will provide notification to all affected replacement Shippers no later than 8:00 a.m.

- (iii) (1) Releasing Shipper shall provide recall notification to Transporter via the nomination system on Transporter's Internet Web Site. The recall notification shall specify the recall notification period (as shown in Section 19.11(g)(ii)(1) through (5) above) for the specified effective Day and the recall quantity, which shall be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity, as well as any other information needed to uniquely identify the capacity being recalled.
- (2) Transporter will notify replacement Shippers of recalls via Internet e-mail unless otherwise agreed. The replacement Shipper must provide Transporter with up to two Internet e-mail addresses to be used in such notification process in replacement Shipper's bid or confirmation of prearranged release. Such recall notification information shall be posted on Transporter's Internet Web Site as part of the capacity release award. Replacement Shipper shall be responsible for providing updates to Transporter of such e-mail addresses, as necessary, and for notifying the releasing Shipper of such updates and Transporter shall have no liability or responsibility for replacement Shipper's failure to provide updated recall notification information.



GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

Updated recall notification information, including the effective date of such new information, must be provided to Transporter in writing or electronically via the Internet as specified by Transporter. Transporter has no obligation to provide notification until replacement Shipper provides an Internet e-mail address for that purpose. Transporter's recall notification will indicate if penalties will apply for the Day for which quantities are reduced due to a capacity recall.

- (iv) In the event of an intraday capacity release recall, Transporter will determine the allocation of capacity between the releasing Shipper and the replacement Shipper(s) based upon the Elapsed Prorata Capacity and the releasing and replacement Shippers' applicable Contract Limitations shall be adjusted accordingly. Transporter shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of recall. The amount of capacity allocated to the replacement Shipper(s) will equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity.
- (v) No later than 8:00 a.m. on the Day nominations are due for the first Day of the reput period, the releasing Shipper must communicate its intent to reput capacity to Transporter and to replacement Shipper. The releasing Shipper shall be responsible for providing electronic notice to Transporter and the replacement Shipper(s) of its exercise of reput rights.
- (vi) The exercise of recall and reput rights shall be subject to compliance with Transporter's normal nomination and scheduling deadlines and procedures. The releasing Shipper shall exercise and administer such recall and reput rights and Transporter may rely on the releasing Shipper's

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19. CAPACITY RELEASE (continued)

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

- (h) Following completion of a Service Agreement with a replacement Shipper in accordance with the procedures provided in this section, the releasing Shipper's rights and Transporter's obligations under the releasing Shipper's Service Agreement shall be modified and subject to the capacity rights released and assigned to the replacement Shipper for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute releasing Shipper's consent and agreement to such amendment or modification of its existing Service Agreement.
- (i) A Shipper under Rate Schedule NNTS may release and assign capacity hereunder, including its no-notice rights; provided that (i) service under such release shall be available only at the Delivery Point(s) designated in the releasing Shipper's Service Agreement and at which the releasing Shipper releases and assigns firm capacity rights; and (ii) the replacement Shipper must be able to demonstrate its ability to comply with the supply and other obligations contained in Rate Schedule NNTS. Releasing Shipper shall be responsible for ensuring that to the extent Transporter directs, adequate Working Gas Quantity is transferred to the replacement Shipper effective with the beginning date of the release, and that to the extent Transporter directs, adequate Working Gas Quantity is transferred from the replacement Shipper to the releasing Shipper effective with the termination date of a temporary release, using the in-field transfer procedures specified in Rate Schedule FSS.

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**Original Sheet No. 557A** Original Sheet No. 557A

GENERAL TERMS AND CONDITIONS  
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19. CAPACITY RELEASE (continued)

If the releasing Shipper proposes to, or requires a transfer-in-place of part of its Working Gas Quantity in conjunction with its release of no-notice rights (whether at the commencement and/or termination of such release), it shall so specify in its offer to release and such transfer(s) shall be implemented contemporaneously with the release and/or termination thereof, as applicable, subject to compliance with Section 8 of Rate Schedule FSS. The releasing Shipper also may release and assign solely its firm transportation rights underlying its no-notice service; in such event, the replacement Shipper shall receive service under, and be subject to provisions of, Rate Schedule FT (including maximum rates, if applicable, and no minimum term requirements) with the CD to be determined by the quantity of Contract Delivery Demand released and assigned by the releasing Shipper. For the term of any release of solely transportation rights, releasing Shipper shall

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

be charged and shall pay, and Reservation Charge amounts paid by replacement Shippers shall be credited against, the total reservation or demand charges (plus all surcharges and fixed costs applicable thereto) applicable to such released quantity under Rate Schedule NNTS, unless Transporter otherwise agrees. Upon implementation of either type of release and assignment, the releasing Shipper's Contract Delivery Demand shall be reduced by the firm capacity quantity released for the term of the release. Consistent with Shipper's obligations under Rate Schedule NNTS, Shipper's retained Contract Delivery Demand and corresponding Receipt Entitlements must reflect the required supply entitlement ratio of flowing supplies to storage supplies set forth in Section 2.3 of such Rate Schedule.

- (j) The offer to release by a Shipper under Rate Schedule FSS must specify the injection/withdrawal rights offered, which rights must be consistent with the Maximum Storage Quantity offered for release and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with releasing Shipper's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Shipper shall be responsible for ensuring, whether by the withdrawal or transfer-in-place of part of its Working Gas Storage Quantity or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the Injection/Withdrawal Period, as applicable, shall be available upon the commencement of the release. A replacement

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Superseding: Original Sheet No. 559

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19. CAPACITY RELEASE (continued)

Shipper under Rate Schedule FSS shall be responsible for arranging transportation to and from Storage Points of Withdrawal and/or Injection consistent with its rights and obligations under its Service Agreement and Rate Schedule FSS. The replacement Shipper under Rate Schedule FSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the releasing Shipper proposes to, or requires a transfer-in-place of part of its Working Gas Quantity in conjunction with its release and assignment of storage capacity rights (whether at the commencement and/or termination of such release), it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and/or termination thereof, as applicable, subject to compliance with the provisions of Section 8 of Rate Schedule FSS. The replacement Shipper must withdraw, or otherwise reduce to zero, its Working Gas Quantity by the end of the term of the release. In lieu of withdrawing, or if unable to withdraw, its Working Gas Quantity, the replacement Shipper can also attempt to effect a transfer of its Working Gas Quantity to another storage service Shipper as provided in Section 8 of Rate Schedule FSS. If the replacement Shipper fails to withdraw, or arrange for transfer of, its Working Gas Quantity by the end of the term of its temporary release, as a default mechanism, title to Shipper's remaining Working Gas Quantity will be vested, at no cost, in the releasing Shipper which released its capacity to the replacement Shipper on a temporary basis. A replacement Shipper's rights and obligations under a permanent release to withdraw its Working Gas Quantity at the expiration or termination of its Service Agreement shall be as provided in Section 2.5 of Rate Schedule FSS.

- (k) Neither Shippers receiving service under transaction-specific Section 7(c) certificate authority, nor Small Customer Shippers under Rate Schedules FT or NNTS, shall be eligible to

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**Third Revised Sheet No. 560** Third Revised Sheet No. 560

Superseding: Second Revised Sheet No. 560

GENERAL TERMS AND CONDITIONS  
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19. CAPACITY RELEASE (continued)

release firm capacity pursuant to the provisions of this Section 19.

- (l) Unless Transporter agrees to a permanent release, only the releasing Shipper shall be entitled to exercise rights provided in Section 21 below or in 18 C.F.R. § 284.221 to avoid pre-granted abandonment of service.
- (m) Except as provided in Section 22.8 of these General Terms and Conditions, releasing Shippers, bidders, and replacement Shippers shall implement capacity releases electronically.
- (n) A Shipper under Rate Schedule RSS may release and assign capacity hereunder as provided in Section 2.9 of said Rate Schedule. Service under such release shall be available only at the Primary Delivery Point(s) designated in the releasing Shipper's Service Agreement and at which the releasing Shipper releases and assigns firm capacity rights and the replacement Shipper must be able to demonstrate its ability to comply with the return and other obligations contained in Rate Schedule RSS.
- (o)
  - (i) Any Shipper under Rate Schedule FT-2 may seek to release its FT-2 capacity to others subject to the terms and conditions providing for capacity release under Rate Schedule FT in Section 19 of the General Terms and Conditions of this Tariff; provided, however, any such released capacity shall be subject to the same MFO(s) as set forth in the Rate Schedule FT-2 Service Agreement.
  - (ii) Any Linked Firm Service Shipper may seek to release its capacity to others, to the extent provided for under the applicable Rate Schedule under this Tariff and as long as such released capacity is subject to the same terms and conditions associated with such Linked Firm Service capacity; provided, however, that any such release is determined by Transporter to be operationally feasible taking into consideration the availability of firm capacity due to the provision of the linked transportation service under Rate Schedule FT-2 at the applicable Receipt and/or Delivery Point.

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**First Revised Sheet No. 560A** First Revised Sheet No. 560A

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GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

19.12 Transporter's Right to Terminate a Temporary Release. Transporter may elect to terminate a temporary replacement Shipper's Service Agreement(s) upon thirty (30) Days' written or electronic notice, under the following conditions:

- (a) (i) The releasing Shipper has failed to make payment when due under any or all of its Service Agreement(s) and/or has failed to maintain solvency or demonstrate creditworthiness (or provide good and sufficient security) in accordance with the provisions of Transporter's Tariff; and
- (ii) Transporter has commenced the termination process in accordance with the terms of the Tariff; provided, however, that termination of the replacement Shipper's Service Agreement shall not occur prior to termination of the releasing Shipper's Service Agreement; and/or
- (b) The rate the replacement Shipper is obligated to pay under the release, as determined by the terms of the release and Transporter's Tariff, is less than the rate under Transporter's Service Agreement with the releasing Shipper (or, if the releasing Shipper is paying a negotiated rate, the sum of all reservation-type and commodity-type charges); provided, however, that a creditworthy replacement Shipper can continue an existing capacity release by notifying Transporter in writing within the notice period that it agrees to pay a rate for the remainder of the term of replacement Shipper's Service Agreement that equals the lower of: (i) the applicable maximum rate; (ii) the same rate as the releasing Shipper agreed to pay Transporter, or (iii) a rate mutually agreed to by Transporter and replacement Shipper. Notification by replacement Shipper of its agreement to (i) or (ii) shall be deemed to modify the award of capacity to the replacement Shipper to reflect the change in terms of the capacity release transaction. Any such agreement referred to in (iii) above must be finalized prior to the end of the thirty (30) Day notice period; and/or

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**Original Sheet No. 560B** Original Sheet No. 560B

GENERAL TERMS AND CONDITIONS  
(continued)

19. CAPACITY RELEASE (continued)

- (c) The replacement Shipper has failed to comply with the MFO(s) under the releasing Shipper's FT-2 Service Agreement.

20. OPERATIONAL CONTROLS:

- 20.1 General. All Shippers hereby agree and acknowledge that Transporter's ability to deliver anticipated quantities and maximize efficiency and capacity utilization is dependent upon maintaining projected flow patterns (e.g., receipts, deliveries, balances, storage injections and withdrawals) within optimal ranges. Transporter shall endeavor at all times to maintain adequate pressure through all segments of its system, maximize operational efficiencies for the benefit of all Shippers, preserve the operational integrity of all segments of its system, prevent the use of the system by a Shipper in a manner inconsistent with the Tariff which could infringe on or threaten the rights of other Shippers, and protect



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GENERAL TERMS AND CONDITIONS  
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20. OPERATIONAL CONTROLS (continued)

its ability to provide services to Shippers within their firm entitlements. For the purpose of this Section 20, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and deliverability of storage reservoirs), the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. To accomplish these objectives, Transporter shall be entitled to take actions as described in this section. Prior to undertaking any such actions, and in establishing the system operating parameters and evaluating the operational and other conditions existing from time to time, Transporter shall utilize consistent and objective engineering and operational criteria. Transporter shall not apply the provisions hereof, nor operate its system hereunder, in an unduly discriminatory manner nor in a manner contrary to Commission regulations.

20.2 Operating Plan.

- (a) In order to maintain projected system deliverability and to keep Shippers apprised of required operational parameters, Transporter shall, on an annual or such more frequent basis as Transporter may deem appropriate, provide to all Shippers, by posting on its Internet Web Site, an Operating Plan. Such Operating Plan shall set out the optimum operating conditions for the system and may include, inter alia, such specifications as (i) pressure limitations applicable to specific lines or segments of its system; (ii) location and quantity of required receipts of Gas and storage injections/withdrawals under anticipated delivery demands and system usage patterns; (iii) constraints on specific lines or segments; and (iv) outlines for addressing anticipated occurrences or contingencies during the period covered by the Operating Plan. The operational

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GENERAL TERMS AND CONDITIONS  
(continued)

20. OPERATIONAL CONTROLS (continued)\_

conditions that would cause Transporter to issue an Operational Alert and/or Operational Flow Order shall be posted and quantified on Transporter's Internet Web Site and updated from time to time as necessary.

- (b) All Shippers acknowledge that (i) the Operating Plan is designed solely for general planning and informational purposes and (ii) because of constantly changing operational conditions and forces outside Transporter's control, including those resulting from actions taken by Shippers, the Operating Plan may not accurately represent the condition or status of Transporter's system, or any specific segment thereof, at any given time.

- 20.3 Operational Action. When Transporter reasonably determines that (i) pressures in its pipeline system, or in a portion or portions thereof, threaten to move, or have moved, beyond the normal minimum or maximum operating ranges for such system or portion(s); (ii) actual storage activity, on a cumulative basis, threatens to move, or has moved, beyond cumulative daily scheduled injections and/or withdrawals of its firm Shippers; (iii) system receipts and/or deliveries threaten to move, or have moved, into a range which would impinge upon line pack and storage capacity determined by Transporter as prudently required to be retained for operations and flexibility to meet changing conditions; (iv) safe and efficient operation of Transporter's system, or segments thereof, consistent with applicable laws, regulations, orders and standard industry operating practices is threatened; (v) operational action is required due to the occurrence of an event of force majeure or in order to maintain or repair physical facilities; or (vi) for any other reason, including operating conditions, weather and actions of any Shippers contrary to rights and obligations under this Tariff, Transporter's projected system deliverability or operational integrity including the ability to provide any Shipper its firm service entitlement, is threatened or compromised, Transporter shall be authorized to take action to

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(continued)

20. OPERATIONAL CONTROLS (continued)

correct such situation as described below. In such event, Transporter shall, to the extent practicable, seek to remedy the situation as provided below; provided, however, that nothing herein shall preclude Transporter from bypassing one or more of the steps described below, if, in Transporter's reasonable judgment, the situation so requires:

- (a) Operational Alerts. Transporter may issue Operational Alerts, consisting of the following, as applicable:
  - (i) A description of the affected portion(s) of the system.
  - (ii) A description of the condition(s) to be corrected and/or designation of Shipper(s) to whom the Operational Alert is addressed.
  - (iii) A list of remedial measures which can be voluntarily undertaken by Shippers or any other entities affecting the system to correct the situation. Remedial measures may include, inter alia, the following:
    - (1) Increasing or decreasing the storage/field supply input mix for Rate Schedule NNTS Shippers;
    - (2) Maximizing the balance of capacity between segments of Transporter's system by shifting inputs or receipts;
    - (3) Changing Receipt or Delivery Points;
    - (4) Switching to alternate fuels or other changes in usage;
    - (5) Shipper reliance on storage service or services from other pipelines;
    - (6) Utilizing existing voluntary arrangements for diversions of Gas between Shippers and/or other parties;

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Superseding: First Revised Sheet No. 564

GENERAL TERMS AND CONDITIONS  
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20. OPERATIONAL CONTROLS (continued)

(7) Correction of Imbalances; and/or

(8) Performing any other voluntary action which would tend to alleviate or forestall the situation including, but not limited to limiting, Pool Transfers.

(iv) Any other information, terms and/or conditions which Transporter deems appropriate.

Upon issuance of an Operational Alert, Transporter may also take such actions as are within its control and discretion to alleviate or forestall the situation, including invoking the provisions of Sections 5.3(d) and 5.7(d) of these General Terms and Conditions. Operational Alerts shall be posted on Transporter's Internet Web Site and shall constitute notice that issuance of an OFO may be imminent.

(b) Bids for Remedial Services. In addition to or in lieu of issuing Operational Alerts pursuant to (a) above, Transporter may also solicit bids from its Shippers or from other parties for the performance of services (including but not limited to increased injections or increased deliveries) which, in Transporter's reasonable discretion, it determines may alleviate or forestall the development of such situation, in the following manner:

(i) As soon as is practicable, Transporter may post on its Internet Web Site all relevant terms and conditions of the service(s) desired to be performed, including the time when performance is required, and shall set forth the period within which bids must be received by Transporter.

(ii) Any party who desires to perform the requested service may submit a bid to Transporter. All bids shall be in writing (or such other form as approved or required by

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Superseding: Original Sheet No. 565

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20. OPERATIONAL CONTROLS (continued)

Transporter) and in conformance with Transporter's specifications. Bids submitted shall include the amount of any charge requested to be paid or credited by Transporter to the bidding party/parties for performance of the service(s).

- (iii) Transporter shall select the bid which is the most economically and operationally beneficial, provided that Transporter shall not be obligated to accept any bid which, for any reason and in Transporter's sole opinion, fails to satisfy all requirements of the requested service(s). Upon the acceptance by Transporter of a bid, the bidder shall be obligated pursuant to the terms of the solicitation and bid. Transporter may notify a successful bidder of its acceptance of a bid in any reasonable manner. Transporter shall post on its Internet Web Site the name of the winning bidder(s) within forty-eight (48) hours of selection.
- (iv) Transporter may also seek bids and arrange for such services on a contingency basis prior to the development of such operational circumstances on its system.
- (c) Operational Flow Orders. In the event that a threatened condition is not, or in Transporter's reasonable estimation cannot be, fully remedied under (a) and/or (b) above, Transporter shall have the right to issue Operational Flow Orders. Consistent with the provisions of this Section 20.3, Transporter may issue Standard Operational Flow Orders and Emergency Response Operational Flow Orders. A Standard Operational Flow Order shall consist of pre-emptive or preventive actions or measures that neutralize or reduce threats to, or otherwise preserve, as determined by Transporter in its sole discretion, the integrity of all or a portion of its system. An Emergency Response

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Superseding: Original Sheet No. 566

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(continued)

20. OPERATIONAL CONTROLS (continued)

Operational Flow Order shall consist of actions or measures required by Transporter that neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of its system which requires immediate response as determined by Transporter in its sole discretion. Unless previously notified by issuance of an Operational Alert, Transporter shall make a reasonable effort to provide 24 hours' notice of the issuance of an Operational Flow Order. Operational Flow Orders shall describe in reasonable detail the type of Operational Flow Order which is being issued (Standard or Emergency Response), the operational problem to be addressed, the action required to be taken, the parties affected, the time by which Shippers must take the required action, the conditions which will cause the Operational Flow Order to end, and the period during which the Operational Flow Orders shall be in effect. To the extent that the effective period of the Operational Flow Order is dependent on operational variables, Transporter will post information about the status of such variables during the effective period of such Operational Flow Order, as soon as practicable after, and to the extent that, such information becomes available to Transporter. Operational Flow Orders may require a Shipper or Shippers to take any of the following actions, or similar actions, to the

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20. OPERATIONAL CONTROLS (continued)

extent such actions would tend to alleviate the situation to be addressed:

- (i) Commence or increase supply inputs into deficient segments of Transporter's system.
- (ii) Commence or increase receipt of deliveries from oversupplied segments of Transporter's system.
- (iii) Cease or reduce receipt of deliveries from deficient segments of Transporter's system.
- (iv) Cease or reduce supply inputs into oversupplied segments of Transporter's system.
- (v) In the case of a storage Shipper, inject, or reduce injections of, Gas into storage in accordance with a schedule ordered by Transporter. Injections, or reductions in injections, may be required at any time during the year.
- (vi) In the case of a storage Shipper, withdraw, or reduce withdrawal of, Gas in accordance with a schedule ordered by Transporter. Withdrawals, or reductions in withdrawals, may be required at any time during the year.
- (vii) Correct Imbalances.
- (viii) Limit Pool Transfers or other aspects of pooling.
- (ix) Change the storage/field supply input mix for Rate Schedule NNTS Shippers.
- (x) Implement curtailments.
- (xi) Such other actions as are within Shippers' control which would tend to alleviate or forestall the situation to be addressed.

GENERAL TERMS AND CONDITIONS  
(continued)

20. OPERATIONAL CONTROLS (continued)

A Shipper shall be subject to a penalty for failure to comply with Standard Operational Flow Orders equal to two hundred percent (200%) of the applicable Daily Index Price(s) per Dth multiplied by the quantity of Gas by which it deviated from the requirements of the Operational Flow Order. A Shipper shall be subject to a penalty for failure to comply with Emergency Response Operational Flow Orders equal to three hundred percent (300%) of the applicable Daily Index Price(s) per Dth multiplied by the quantity of Gas by which it deviated from the requirements of the Operational Flow Order. No penalty shall be assessed if Shipper's noncompliance is directly caused by force majeure. If, and to the extent that, issuance of an Operational Flow Order without at least twenty-four (24) hours' notice prior to it becoming effective prevented a Shipper's compliance with the Operational Flow Order or other Tariff requirements, such Shipper shall not be subject to the Operational Flow Order penalty or other penalties, fees or charges, which otherwise would have been incurred for the Day of issuance of the Operational Flow Order. Such penalties and charges shall not be excused beyond twenty-four (24) hours from the time Transporter gives notice. Failure to comply with an Operational Flow Order may also result in an immediate interruption of Shipper's services (receipts and/or deliveries) by Transporter. The Shipper shall not be subject to such penalties if Shipper has complied within a reasonable range, which range will be specified in the Operational Flow Order.

- (d) Action by Transporter. In the event that, in Transporter's reasonable estimation, actions undertaken pursuant to (a), (b) or (c) above are insufficient to remedy the situation or there is insufficient time to institute such actions, Transporter shall take such actions as are reasonably necessary to maintain system integrity, deliverability, services and pressurization to all or any segments of its system. Transporter is authorized to use all of the resources of its system to such ends, through the integrated operation of storage, line pack and all supply received into Transporter's system.



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GENERAL TERMS AND CONDITIONS  
(continued)

20. OPERATIONAL CONTROLS (continued)

20.4 Miscellaneous.

- (a) In exercising its authority pursuant to Section 20.3(c) above, Transporter shall, if practicable given operating circumstances and exigencies, generally endeavor to direct its actions to Shippers in the following sequence, to the extent such actions and/or sequencing will tend to alleviate or forestall the situation to be addressed:
  - (i) First, to any Shipper which is causing disruption due to its failure to maintain receipts and deliveries in balance or to match physical flows with nominated and confirmed receipts or nominated and scheduled deliveries (after taking into account any storage rights of such Shipper);
  - (ii) Second, to any Shipper which failed, or is failing, to take action to anticipate a change in demand;
  - (iii) Third, to any Shipper which is operating in a manner which conflicts with sound operational practices in relation to Transporter's system;
  - (iv) Fourth, to all other Shippers which have significant flexibility in volumes, receipts and deliveries; and
  - (v) Lastly, to all other Shippers.
- (b) Notwithstanding subsection (a) above, any Shipper which has taken voluntary action to alleviate a situation shall be exempted from further requirements hereunder to the extent of its voluntary action until Transporter, to the extent practicable given operating circumstances and exigencies, has applied equivalent measures to other Shippers.

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GENERAL TERMS AND CONDITIONS  
(continued)

20. OPERATIONAL CONTROLS (continued)

- (c) Communications under this section, including of Operational Alerts and Operational Flow Orders, shall be posted on Transporter's Internet Web Site. Further, Transporter shall make reasonable efforts to notify each affected Shipper's contact party, designated pursuant to the provisions of Section 5.9 of these General Terms and Conditions, of the issuance of an Operational Flow Order or Operational Alert. Such communications will, as applicable, specify actions that, in Transporter's opinion, could forestall or alleviate the operational situation, including, but not limited to, receipts or deliveries at specific points or in specific areas or segments of Transporter's system.
- (d) To the extent practicable given operating circumstances and exigencies, Operational Flow Orders shall require action within any Shipper class proportionate to appropriate and relevant parameters, such as applicable Service Agreement quantities or a current or recent flow in Gas quantities.
- (e) From time to time, Transporter, in order to support Tariff services to Shippers, control and maintain efficient system operations and otherwise implement the provisions of this Tariff, may purchase and/or sell quantities of Gas to maintain system operational Gas levels within optimum levels and to provide, if requested by Shipper and agreed to by Transporter, quantities required to be retained by Transporter under this Tariff. Such activities shall be conducted by Transporter's operating personnel, separate and apart from any unbundled merchant activities and personnel, and shall in no way constitute marketing activities so as to subject Transporter, or any operating unit thereof, to Commission requirements, as in effect from time to time, applicable to pipeline marketing affiliates or pipeline unbundled merchant activities.

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GENERAL TERMS AND CONDITIONS  
(continued)

20. OPERATIONAL CONTROLS (continued)

- (f) A Shipper shall not be subject to overrun, scheduling or other such penalties or charges from Transporter with respect to any action taken in reasonable conformance with Operational Flow Orders or Operational Alerts issued under this section and Transporter will use best efforts to provide such cooperating Shippers an opportunity to make-up any contracted services interrupted, and correct Imbalances caused or increased, by the

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(continued)

20. OPERATIONAL CONTROLS (continued)

Operational Flow Order consistent with the provisions of this Tariff to the extent that capacity is available and that such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service. Shippers to whom Transporter has issued an Operational Flow Order shall not be subject to the requirements of Section 5.2(a) or Section 5.5(a), as applicable.

- (g) To the extent that operational conditions and flow patterns on Transporter's system fluctuate from time to time, Gas received by Transporter from one Shipper is subject to being utilized by Transporter at any given time to effect deliveries to another Shipper, and thus Transporter shall have the unqualified right to utilize any Gas within its system, whether it be stored, held as line pack, from receipts or otherwise, to maintain system balances and operational control and to effect deliveries. Additionally, Transporter may flow gas between Line CP and its core system as it deems appropriate for operational purposes, and in such event, track fuel to recover actual fuel used. Transporter shall have no liability in damages to any person for actions undertaken in the prudent operation of its system, including the diversion of Gas or capacity rights which may result from such actions, provided that such actions are undertaken in furtherance of or in accordance with the provisions of this Section 20. Transporter shall not be required to buy or sell Gas or modify its system, whether by installing compression facilities or otherwise, in order to accomplish the purposes described in this Section 20.
- (h) Shippers recognize and acknowledge that full and timely compliance with notices and directives issued pursuant to this Section 20 and with all other applicable terms and conditions of this Tariff is essential if Transporter is to maintain operational control of its system and be able to perform fully all requested firm deliveries and services under all Rate Schedules. Failure of one or more Shippers to comply with Tariff provisions may affect adversely Transporter's ability to provide firm

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(continued)

20. OPERATIONAL CONTROLS (continued)

deliveries and services to not only that Shipper, but also other Shippers. Offending Shippers may therefore be held accountable, either directly or as a third party defendant, for any damages so caused to other Shippers and/or to Transporter. In such event, and in addition to other remedies available under this Tariff and applicable law, Transporter shall have no liability or responsibility for its inability to provide services under the affected Rate Schedules or Service Agreements and will be indemnified and held harmless by the offending Shipper(s) against any claim relating to such failure to provide deliveries and services. Payment of any penalties pursuant to this Tariff for such non-compliance shall not be construed to in any way entitle Shipper to engage in such actions, nor shall such payments be considered as relieving such Shipper of its responsibilities hereunder.

- (i) Transporter shall maintain a log of the Operational Flow Orders it issues, which shall show the date and time the Operational Flow Order was issued; the Shipper, or the Shipper's representative, to whom it was issued; the duration of the Operational Flow Order and the location of the problem for which it was issued; a description of the condition requiring the Operational Flow Order; the action requested; and the factors causing the Operational Flow Order to be issued and then lifted. The log will be available for public inspection at Transporter's office in Shreveport, Louisiana.
- (j) Transporter shall suspend outgoing Pool Transfers only pursuant to an OFO as provided in this Section 20 and only for so long as required to address the condition which caused Transporter to take action hereunder. In order to maintain system deliverability and pressures within the ranges required to meet anticipated demands and provide services within the firm entitlements of Shippers, Transporter must maintain an adequate level of line pack and working gas inventory in storage on both a

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20. OPERATIONAL CONTROLS (continued)

system-wide and segment basis given the network nature of Transporter's system. Pursuant to this Section 20, Transporter may limit withdrawals from storage by Shippers under Rate Schedule FSS, RSS or ISS based on operational considerations such as force majeure occurrences (e.g., line rupture, compressor outage, disaster, unusual weather conditions, etc.), to provide for essential repair and maintenance, to ensure safe operation of storage facilities or other facilities operated in connection therewith, and/or to correct or alleviate system or segment over-supply situations or capacity constraints.

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE:

21.1 General.

- (a) Except as provided in Section 10.4, General Terms and Conditions, with respect to Interim Service capacity, a Shipper paying Transporter's maximum applicable rates or, if Transporter agrees on a not unduly discriminatory basis to provide such right by contract, Shipper paying other rates, under a firm Service Agreement with Transporter which provides for twelve (12) or more consecutive Months of service or, if service is only available for terms of service of less than twelve (12) consecutive Months, a primary term of one (1) Year or more ("Long-Term Firm Agreement") may, by complying with the requirements of this section, retain all or a portion of its Contract Limitations regarding existing Primary Receipt Points and/or Receipt Entitlements and existing Primary Delivery Points, if applicable, and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement, under the conditions set forth hereinbelow. Otherwise, Transporter shall have all required governmental and regulatory authority to cease providing service to a Shipper and service shall not be continued, unless Transporter otherwise agrees, upon expiration of the term or termination of a Service Agreement. Except as provided above or in Section 21.9 below, Shipper shall not be entitled to seek continued service under this Section 21 if it is paying Negotiated Rates under its Long-Term Firm Agreement.

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GENERAL TERMS AND CONDITIONS  
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21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

- (b) Capacity sold as Linked Firm Service shall not be eligible for such continued service unless Transporter and Shipper agree to a conditional service extension that would take effect upon the extension for a commensurate term of the applicable FT-2 Service Agreement(s) needed to create the necessary capacity for the contemplated Linked Firm Service.

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GENERAL TERMS AND CONDITIONS  
(continued)

21.    PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE    (continued)

21.2    Waiver.    The right to seek continued service may be waived by Shipper by agreement between the parties.    Additionally, Shipper shall not be entitled to such right if Shipper terminates, or causes the termination of, the Long-Term Firm Agreement.

21.3    Notice.    At least eighteen (18) Months or one-half of the term of the Service Agreement, whichever is less, prior to the expiration date of the Long-Term Firm Agreement or, in the case of a Long-Term Firm agreement in which bilateral evergreen clauses are in effect, within seven (7) Days of Shipper receiving notice of Transporter's election to terminate said



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GENERAL TERMS AND CONDITIONS  
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21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

Agreement pursuant to such clause, such Shipper must notify Transporter in writing that it wishes to continue the service. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require Shippers to provide such notification electronically via the Internet. Within thirty (30) Days of receipt of such notice, Transporter shall post on its Internet Web Site the relevant terms and conditions of the service in question, including said expiration date, the quantity involved, Receipt and Delivery Points, and the current maximum rate applicable to the service.

- 21.4 Procedure. Potential Shippers who desire to receive all or part of the capacity to be made available upon termination of a Long-Term Firm Agreement shall submit bids to Transporter in writing, or by other means approved by Transporter, and in conformance with Transporter's solicitation. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such bids to be transmitted electronically via the Internet. Transporter shall select the best bid from the valid bids submitted after the bidding period has ended. Transporter shall then notify the Shipper under the expiring Long-Term Firm Agreement of the relevant terms of the best bid (upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may provide such notifications electronically via the Internet), and shall provide such Shipper with a new or amended Service Agreement (in electronic or written form as provided by this Tariff) incorporating said terms, which Shipper shall execute promptly. If, Shipper refuses to match the bid and execute the documents, then the existing Long-Term Firm Agreement shall terminate on its expiration date and, in addition to any other rights and remedies available, and without prejudice to Transporter, Transporter may cease service on said expiration date and shall have no further obligation to such Shipper. If there is no best bid for Shipper to match, the provisions of Section 21.8 shall apply.

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**Original Sheet No. 577** Original Sheet No. 577 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

21.    PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

21.5   Valid Bids.    A valid bid must:

- (a)    provide all information required by this Tariff for valid requests for service;
- (b)    be submitted by a potential Shipper which satisfies all requirements of Transporter applicable to the service requested; and
- (c)    bind the potential Shipper to execute a Service Agreement if the bid is accepted by Transporter in accordance with the provisions of this

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GENERAL TERMS AND CONDITIONS  
(continued)

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

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

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

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

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(continued)

21. PREGRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

close of the bid period. If the existing Shipper is not willing to commit to pay the maximum rate, Shipper can initiate negotiations on the terms for an extension by giving Transporter written notice within ten (10) Days after Transporter's notice. Upon thirty (30) Days' notice provided via posting on Transporter's Internet Web Site, Transporter may provide, or require the provision of, notices under this Section 21.8 via electronic means using the Internet. If Transporter and Shipper do not reach agreement on the terms and conditions under which service will be extended within the shorter of sixty (60) Days thereafter or the expiration date of the Service Agreement ("Negotiation Period"), then Shipper shall have no further rights under this Section 21 or 18 C.F.R. § 284.221. During the Negotiation Period, the parties may freely negotiate the terms and conditions for continued service, including the effective rate, and if mutual agreement is reached, services shall be continued accordingly; provided, however, that Transporter shall have no obligation to agree to a rate lower than the maximum applicable rate.

21.9 Shippers with discounted or Negotiated Rate Long-Term Firm Agreements for terms of one (1) Year or more that are within the primary term or a rollover term on March 26, 2000, shall retain any rights to continue service under this Section 21 to which such Shippers were entitled prior to such date, and may exercise such rights during the primary or then current rollover, as applicable, term of such Agreements unless and until Transporter and Shipper otherwise agree to amend the Agreement or extend the term of such Agreement.

21.10 Prior to the expiration of the term of any existing recourse rate, discounted rate or negotiated rate Service Agreement(s) and prior to Transporter's posting the availability of the capacity under Section 21.3 above, if applicable, Transporter and the existing Shipper may mutually agree to renegotiate the terms of such Service Agreement(s) in exchange for Shipper's agreement to extend the term of at least a portion of its obligations under a restructured Service Agreement(s) (the exact terms, including the length and rate (discounted, negotiated or recourse), of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).

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**First Revised Sheet No. 580** First Revised Sheet No. 580

Superseding: Original Sheet No. 580

GENERAL TERMS AND CONDITIONS  
(continued)

22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE:

- 22.1 General. Transporter shall provide for electronic communication with its Shippers in compliance with NAESB Standards, and also shall provide for such electronic communication with third parties that are not Shippers and are authorized to act on behalf of Shippers or others interconnected with Transporter's system on a basis that is not unduly discriminatory. Transporter specifically shall allow such interface using the protocols, data sets, and codes detailed in the NAESB Standards. Transporter also may allow non-standard communication, including use of its own Internet Web Site and use of paper documents pursuant to agreements among Transporter, its Shippers, authorized agents of Shippers or other third parties. References in this Tariff to Transporter's Internet Web Site or communication or submission of information "electronically" shall be deemed to mean the utilization, either directly or via a third-party service provider, of the electronic data interchange system accessible via Transporter's Internet Web Site, or the use of NAESB X-12 data sets via the Internet, as such electronic methods may be effective and compatible with Transporter's system from time to time. If Transporter determines that an electronic method does not support the submission of an item of information required by this Tariff to be submitted electronically, the information may be communicated in writing by other means. Transporter shall maintain an Internet Web Site available to all Shippers and prospective Shippers, which shall contain information relevant to the availability of the services provided under this Tariff, in the manner and level of detail required by the Commission's regulations, as in effect from time to time. The following information will be accessible on the Internet Web Site: effective transportation rates; discount information; information required by the Commission's Standards of Conduct; storage capacity availability, levels of working Gas and injection/withdrawal capability and schedules; major Receipt and Delivery Points; Gas control and operational issues; notices and information prescribed by various provisions of the Tariff, including, but not limited to, Sections 5.8 and 20; maintenance information; applicable fees and usage charges for the Internet Web Site charged by the Internet Web Site service provider; and

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

general pipeline, Tariff and news issues. Data relating to available capacity will be posted on the Internet Web Site, such as whether it is firm or interruptible, locations at which it is available, amount at each location, person to contact for further information or negotiation and applicable maximum rate. For offers to release and/or requests for releases, the notices and information required by Section 19 will be available on the Internet Web Site. The Internet Web Site will have interactive capability for the purposes of bidding on releases of capacity and posting releases of capacity and offers to purchase released capacity.

22.2 Access. The Internet Web Site shall be available on a nondiscriminatory basis to all parties which have compatible equipment for communication provided that such party has executed any required access agreement evidencing its agreement to comply with the terms and conditions for access and use of Transporter's Internet Web Site and been assigned a user ID/password.

22.3 Compliance with 18 CFR, Section 284.12. The business practices of Transporter and those conducting transactions on Transporter's system shall comply with the NAESB Standards. Transporter has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12(a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Transporter specifically incorporates by reference the following NAESB WGQ Version 1.8 Standards, Definitions, and Data Sets, by reference:

Additional Standards:

General:

Standards:  
0.3.1, 0.3.2

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Storage Information:

Data Sets:

0.4.1

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12,  
1.2.18, 1.2.19

Standards:

1.3.3, 1.3.6, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.21,  
1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29,  
1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38,  
1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.45, 1.3.46,  
1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53,  
1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60,  
1.3.61, 1.3.62, 1.3.63, 1.3.65, 1.3.66, 1.3.67, 1.3.69,  
1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76,  
1.3.77, 1.3.79

Data Sets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

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GENERAL TERMS AND CONDITIONS  
(continued)

22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12,  
2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.25, 2.3.27, 2.3.29,  
2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.44, 2.3.48, 2.3.50,  
2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57,  
2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64,  
2.3.65

Data Sets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8,  
2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15,  
2.4.16, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8,  
3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20,  
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:

3.4.1, 3.4.2, 3.4.3, 3.4.4



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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8,  
4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15,  
4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20,  
4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28,  
4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35,  
4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43,  
4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50,  
4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57,  
4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66,  
4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75,  
4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83,  
4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91,  
4.3.92, 4.3.93

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2

Standards:

5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.27,  
5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.37,  
5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46,  
5.3.52

Data Sets:

5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8,  
5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15,  
5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22,  
5.4.23

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7,  
10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14,  
10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20,  
10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26,  
10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32,  
10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8,  
10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14,  
10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20,  
10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25.

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

- 22.3 Back-up, Archiving and Retrieval. Transporter shall maintain back-up records of the information displayed on the Internet Web Site and retain such records for three (3) Years. Such historical data shall be compiled and made available in hard copy and on diskette for a fee from Transporter.
- 22.4 Downloading and Application. Data contained on Transporter's Internet Web Site shall be downloadable and available for any application used by the receiving party. Transporter shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.
- 22.5 Utilization. Shippers may be required or allowed to utilize Transporter's Internet Web Site to request service, execute and amend Service Agreements and such other actions as Transporter may specify pursuant to the terms of this Tariff, to the extent that Transporter's Internet Web Site has the capability to accommodate such actions, unless Transporter otherwise agrees or emergency events prevent such electronic communication. Transporter will list on its Internet Web Site the services for which it has electronic execution capability, and will provide at least thirty (30) Days' advance notice, via a posting on its Internet Web Site, of the addition of new services to its electronic execution procedures or other actions for which electronic communication shall be required. The electronic contracting process shall be subject to the requirements of applicable statutes and regulations.

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**Second Revised Sheet No. 584** Second Revised Sheet No. 584

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

In order to engage in such electronic activities, Shipper shall have previously established a satisfactory credit appraisal (and maintains same) in accordance with Section 14.5, and Shipper and Transporter must have mutually agreed in writing to the terms and conditions of the electronic interchange of data necessary to accomplish such actions in an electronic access agreement, the form of which shall be posted on Transporter's Internet Web Site. In such case, any provisions of the Service Agreement or this Tariff requiring that the foregoing matters be in writing or written shall be deemed satisfied when accomplished by such electronic means. All other provisions requiring items of information to be in writing or written will remain unchanged.

- 22.6 Authority. Shippers and potential Shippers or their authorized agents who interface with Transporter electronically shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Shippers or potential Shippers in performing any functions which are and may become available by virtue of such services, and Transporter shall be entitled to rely upon the actions of such representatives. Electronic transactions between Shipper and Transporter shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper, will be admissible to the same extent as other business records originated in written form.
- 22.7 Communication. Transporter shall provide notice via a posting on its Internet Web Site when Shippers' unauthorized overrun quantities for a given Day will result in Excess Contract Quantities penalties (including those assessed against Pool Managers pursuant to Section 3 of Rate Schedule PS); provided, however, that Transporter shall

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22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

also make reasonable efforts to individually notify Shippers (or Shipper's contact party designated pursuant to Section 5.9 of the General Terms and Conditions) who, for the Day prior to posting, had nominated and scheduled authorized overrun quantities or activities subject to the posting. Such notification efforts shall be via telephone, facsimile, or mutually agreeable electronic data interchange, and may be effected during the scheduling process. Notifications to Pool Managers shall specify the particular Pooling activities that may result in penalties.

- 22.8 Emergency Events. The requirements to nominate and implement capacity releases, execute contracts or provide other information electronically set forth in this Tariff shall be inapplicable in an emergency event, which shall be a failure of Shipper's or Transporter's electronic communication equipment (including temporary events such as system crashes, outages, or slow response time), Internet, or third party service provider or other similar emergency event which constitutes an event of force majeure as defined in Section 8.1 of these General Terms and Conditions. During such emergency events, Shipper shall submit written nominations, implement capacity release transactions in writing, execute contracts in writing, or otherwise provide information in writing. Transporter may, on a not unduly discriminatory basis, waive any applicable deadlines and requirements to the extent practicable to accommodate such emergency events.
- 22.9 Notices. Transporter shall notify Shippers of intraday bumps, OFOs and other notices that affect scheduling or adversely affect scheduled gas flow in the manner provided in this Tariff unless the Shipper has provided Transporter with a written request specifying that EDI or Internet e-mail (up to two Internet e-mail addresses) notification be used.

23. TRANSITION COSTS RECOVERY MECHANISM:

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

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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

billed to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such direct billed amounts shall be due ten (10) Days after the bills are rendered unless an amortization period has been mutually agreed to by Transporter and the affected Shipper(s). To the extent an amortization period is agreed to, Transporter shall also recover interest on uncollected amounts in accordance with Section 154.501 of the Commission's regulations. As out-of-period adjustments from suppliers attributable to purchases prior to implementation of restructured services pursuant to Order No. 636 are incurred, the direct billing mechanism will be adjusted to reflect such adjustment, subject to receipt of necessary Commission authorization. Transporter will post unrecovered purchased gas costs to Account No. 191 for a nine (9) Month period after the effective date of implementation of Transporter's restructured services pursuant to FERC Docket No. RS92-3. Transporter shall refund any net overrecoveries of purchased gas costs attributable to Gas purchased by Transporter prior to implementation of restructured services pursuant to Order No. 636. Such overrecovered amounts shall be refunded, within ninety (90) Days after such overrecoveries are known and measurable, to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such refund shall include interest calculated in accordance with Section 154.501 of the Commission's regulations.

23.2 Gas Supply Realignment Costs.

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

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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

net List B against List A) and the higher of (a) the price paid by a third party purchaser from time to time for Gas quantities available for sale attributable to such contracts or (b) the GSR Index Price for the Month in which volumes are purchased (the GSR Index Price for purposes hereof shall be the arithmetic average of the daily prices quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the last two (2) weeks of the Month and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which the contract's delivery points are located) times the quantity sold, and (iii) any carrying costs related to prudently incurred, eligible GSR Costs, calculated on and after the date such GSR Costs are incurred and booked by Transporter. Transporter has filed under seal List A and List B. List A sets forth the above market contracts, and related information. Transporter will not seek to recover Price Differential GSR Costs from contracts not listed in List A. List B sets forth the contracts, and related information, that allow Transporter to buy Gas at less than market prices. List A and List B are available for review in Shreveport and Washington, D.C. upon execution of an appropriate protective and non-disclosure agreement. Transporter will attempt to minimize transition costs by, for example, negotiating to buyout, buydown, modify or settle the terms and conditions of Transporter's Gas supply contracts and by temporarily assigning from time to time contracts pursuant to Transporter's then existing assignment policy included on Transporter's Internet Web Site. In the filings described in Section 23.2(b), below, Transporter shall file to recover any GSR Costs incurred by Transporter in seeking to minimize transition costs as described above.

- (b) Transporter shall make filings to be effective on January 1, 1994, and quarterly thereafter, subject to the receipt of necessary Commission authorization, with respect to any GSR Costs actually incurred by the end of the quarter preceding the filing and which are known and measurable, plus interest charges calculated from the date such costs are incurred and booked

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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

to the projected date of payment in accordance with Section 154.305 of the Commission's regulations.

- (i) Ninety percent (90%) of such GSR Costs shall be billed to Shippers under Rate Schedules FT and NNTS as a demand surcharge, in addition to any other rates and charges specified in this Tariff or in individual Service Agreements. Such quarterly demand surcharge shall be based on Shippers' then current Contract Demand levels. Any GSR Costs that would be allocable to a reservation fee surcharge of a Shipper with a discount contract entered into before September 1, 1993, and therefore such costs are not recoverable under said contract, will be reallocated for recovery from other Shippers.
  - (1) Transporter shall render a bill for the entire amount of each Shipper's GSR Costs demand surcharge with respect to any quarterly filing at the same time as invoices are sent out pursuant to Rate Schedules FT and NNTS. Such amounts shall be payable in three (3) monthly installments equal to one-third (1/3) of such amount, each due on the date when other invoiced amounts for such Months are due. Transporter will negotiate longer payment terms with individual Shippers in a manner that is not unduly discriminatory. Such terms will include interest calculated in accordance with Section 154.305 of the Commission's regulations.
  - (2) Should Shipper fail to pay any amounts payable when due, additional interest charges shall accrue thereon at the rate computed in accordance with Section 154.305 of the Commission's regulations, until such time as the



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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

full amount due has been paid or collected.

- (3) Notwithstanding a negotiated payment period longer than the three (3) Month period provided hereinabove, the GSR Costs demand surcharge amounts hereunder, together with applicable interest charges, shall accrue in full as of the effective date of any quarterly filing, and shall be unaffected by, and shall remain in effect following, any expiration or termination of Shipper's Service Agreement.
- (ii) Transporter shall file to be effective September 1, 1994, and each September 1 thereafter, revised rates for Rate Schedule IT service which shall be designed to recover over the following twelve (12) Months ten percent (10%) of the GSR Costs described above which are actually incurred during the four quarters preceding Transporter's filing and which are known and measurable plus interest. The mechanism set forth in Section 23.2(b)(iv) to determine whether Transporter has recovered GSR Costs allocated to Rate Schedule IT shall not be applied in a manner that will deduct twice the applicable surcharges and variable costs associated with providing Rate Schedule IT service.
- (iii) Only Price Differential GSR Costs incurred and booked by Transporter during the two Year period beginning September 1, 1993 may be recovered pursuant to the mechanism described above, unless Transporter files with the Commission and the Commission authorizes an extension of this two Year period. All other GSR Costs incurred and booked by Transporter during the three Year period beginning September 1, 1993 may be

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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

recovered pursuant to the mechanism described above. Transporter shall not be prohibited from recovering any uncollected amounts related to GSR Costs incurred during the periods described above pursuant to methodologies approved by the FERC which may extend beyond such time periods.

- (iv) In conjunction with the filing to be made each year by Transporter pursuant to Section 23.5 hereof, Transporter shall determine whether Transporter has recovered GSR Costs pursuant to Rate Schedule IT by comparing total Rate Schedule IT, Rate Schedule SBS and Rate Schedule PHS revenues during the twelve (12) Months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule IT, excluding GSR Costs. For the purpose of this comparison, Rate Schedule IT revenues shall include (a) revenue from FT, FT-2, and EFT Service Agreements entered into on or after February 1, 1995, that are less than twelve (12) Months in duration, and (b) revenue from Service Agreements that provide for recurring (multi-year) Summer Seasonal firm capacity pursuant to Section 1.2 of Rate Schedule FT ("Short-Term Firm Revenues"). To the extent such revenue exceeds such cost of service allocation, Transporter shall consider such excess revenue, less applicable surcharges and variable costs associated with providing the service, to be GSR Costs up to recovery of the GSR Costs allocated to Rate Schedule IT for such period. If total Rate Schedule IT, Rate Schedule PHS and Rate Schedule SBS revenues for the period exceed the costs of service and GSR costs allocated to Rate Schedule IT, the resulting amount shall be defined as "Excess IT Revenues." If said costs exceed said revenues, the resulting amount shall be defined as "Remaining IT Costs". The Excess IT Revenues or Remaining IT Costs shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of IT Crediting Revenues, if any. Eighty percent (80%) of any IT Crediting Revenues, less applicable

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23.    TRANSITION COSTS RECOVERY MECHANISM    (continued)

          surcharges and variable costs associated with providing service, and less Short-Term Firm Revenues (the "FT Excess Revenue Share"), shall be credited to firm customers pursuant to the mechanism described in Section 23.5. Transporter shall retain twenty percent (20%) of such IT Crediting Revenues without refund obligation.

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23. TRANSITION COSTS RECOVERY MECHANISM (continued)

23.3 Storage Gas Costs. Transporter shall be permitted to recover the costs related to Gas remaining in storage when Transporter implements its restructured services pursuant to Order No. 636 as follows:

- (a) To the extent Transporter determines that it has positive working gas balances remaining in storage at the time of implementation of its Order No. 636 services, after deducting volumes of working gas in storage as of April 1, 1993 as reflected in CEGT's FERC Form 8 filed April 6, 1993 and pursuant to Commission approval, such positive balances shall be transferred to Rate Schedule FSS and NNTS Shippers by considering together the following three items:
  - (i) Based on existing commitment levels of Rate Schedule FSS Shippers, the portion of such balance which is not in excess of injection quantities such Shippers could have provided for injection in anticipation of the 1993-1994 Withdrawal Period if Rate Schedule FSS had been effective during the 1993 Injection Period, shall be transferred to Rate Schedule FSS Shippers at Transporter's system cost of Gas. Such storage balance costs shall be allocated among Rate Schedule FSS Shippers based on the ratio of each Shipper's Maximum Storage Quantity to the sum of Maximum Storage Quantities for all Rate Schedule FSS Shippers;
  - (ii) Based on a consideration of each Rate Schedule NNTS Shipper's Contract Delivery Demand level, a portion of the positive balance in storage shall be transferred to Rate Schedule NNTS Shippers, on a pro rata

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**Original Sheet No. 593** Original Sheet No. 593 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

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

- (iii) Transporter shall determine the amount of such working gas balance required for Transporter's Order No. 636 system operational use at the time of implementation of its Order No. 636 services. Such amount may be up to, but shall not exceed, 4 Bcf.
- (b) The Rate Schedule FSS and NNTS Shippers shall be relieved of compliance with any otherwise applicable conditions and/or limitations under the applicable Rate Schedules to the extent required to permit such transfers.

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**Second Revised Sheet No. 594** Second Revised Sheet No. 594

Superseding: First Revised Sheet No. 594

GENERAL TERMS AND CONDITIONS  
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

23.4 Exit Fee.

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

23.5 IT Revenue Credit to Firm Transportation.

The maximum reservation charge under Rate Schedules FT, FT-2, EFT and NNTS shall be adjusted by the IT Revenue Credit, which shall be determined by dividing the FT Excess Revenue Share (discussed at Section 23.2(b)(iv) above) by the total annual contract demand under Rate Schedules FT, FT-2, EFT and NNTS (i.e., total Contract Demands and Contract Delivery Demands multiplied by twelve) in effect on January 1 of the Accrual Period as set out in Section 23.2(b)(iv). The IT Revenue Credit shall be calculated to include interest on the appropriate amounts, in accordance with Section 154.501 of the Commission's regulations. The appropriate amount of FT Excess Revenue Share, if any, will be determined in accordance with the provisions of Section 23.2(b)(iv). Interest on such FT Excess Revenue Share will accrue from the end of its Accrual Period to the effective date of the IT Revenue Credit. Transporter shall file to make the IT Revenue Credit effective each May 1 for the next succeeding twelve Month period.

23.6 Excess ISS Revenues/Remaining ISS Costs.

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GENERAL TERMS AND CONDITIONS  
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

Transporter shall compare total Rate Schedule ISS revenue during the twelve (12) Months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule ISS, less applicable surcharges and variable costs associated with providing the service. The resulting amount defined as the "Excess ISS Revenues", or the "Remaining ISS Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of Excess Interruptible Revenues, if any.

- 23.7 For purposes of the annual crediting filings set out in the General Terms and Conditions, Sections 5.7(c)(ii)(2)(B) (Imbalance Cash-Out), and Sections 23.2 (b)(iv) and 23.5 (IT and SBS Revenue Crediting), Transporter shall net Cash-Out Excess Revenues or Cash-Out Remaining Costs, Excess IT Revenues or Remaining IT Costs, Excess ISS Revenues or Remaining ISS Costs and Carryover Costs (as defined below). If the resulting net amount is an excess of revenues, it shall be defined as the "Excess Interruptible Revenues." If the Excess Interruptible Revenues are less than or equal to the Excess IT Revenues, then the IT Crediting Revenues shall be equal to the Excess Interruptible Revenues. If the Excess Interruptible Revenues exceed the Excess IT Revenues ("Remaining Interruptible Revenues"), then the IT Crediting Revenues shall be equal to the Excess IT Revenues and the "Cash-Out Crediting Revenues" shall be determined by multiplying the Remaining Interruptible Revenues by a fraction, the numerator of which is the Cash-Out Excess Revenues, if any, and the denominator of which is the Cash-Out Excess Revenues plus the Excess ISS Revenues. If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the end of the Accrual Period (defined in the Sections set out above) in which the Carryover Costs were incurred until the end of the next Accrual Period, shall be included in the next annual calculation performed under this Section 23.7.

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**First Revised Sheet No. 596** First Revised Sheet No. 596 : Effective  
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GENERAL TERMS AND CONDITIONS  
(continued)

24.    Reserved for future use.



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**Sheet Nos. 597 - 598** Sheet Nos. 597 - 598

The following sheets are reserved for future use.

Second Revised Sheet No. 597

Second Revised Sheet No. 598

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**First Revised Sheet No. 598** First Revised Sheet No. 598 : Effective  
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**First Revised Sheet No. 599** First Revised Sheet No. 599 : Effective  
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GENERAL TERMS AND CONDITIONS  
(continued)

25.    Reserved for Future Use

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*FERC Docket: RP03-239-000*

**Original Sheet No. 600** Original Sheet No. 600 :    Effective

GENERAL TERMS AND CONDITIONS  
(continued)

26.    Gathering Affiliate:

- 26.1    Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.
- 26.2    Transporter will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved.

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**Seventh Revised Sheet No. 601** Seventh Revised Sheet No. 601

Superseding: Sixth Revised Sheet No. 601

GENERAL TERMS AND CONDITIONS  
(continued)

27. FUEL PERCENTAGES.

27.1 General. Transporter's Fuel Percentages shall be revised prospectively to reflect overcollections and undercollections of Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, in accordance with this section.

27.2 Definitions. The definitions of terms applicable to this section are as follows:

Base Period shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the October 1 filing, the twelve Months ended the previous June 30.

Delhi Fuel Use shall mean Gas consumed by Transporter's Delhi Compressor located at the interconnection of Lines FM-56 and FM-63 in Richland Parish, Louisiana.

Wheeling LUFG shall mean Gas lost or otherwise unaccounted for related to the provision of wheeling services under Rate Schedule PHS, but excluding those wheeling transactions originating on Line CP and within the Perryville Hub Header.

Fuel Percentages shall mean the Fuel Use (excluding Alternate Fuel Retentions), LUFG (excluding Alternate Fuel Retentions), Delhi Fuel Use, Wheeling LUFG, Storage Fuel Use and/or Storage LUFG percentages applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised Fuel Percentages will be in effect.

27.3 Filing of Revised Fuel Percentages. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of Fuel Percentages, as determined in accordance with Sections 27.4 and 27.5 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.

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**Fifth Revised Sheet No. 602** Fifth Revised Sheet No. 602

Superseding: Fourth Revised Sheet No. 602

GENERAL TERMS & CONDITIONS  
(continued)

27. FUEL PERCENTAGES (continued)

- 27.4 For each Rate Schedule, the revised Fuel Percentages shall be calculated as follows: (a) The revised Fuel Use and Storage Fuel Use percentages shall be calculated on the basis of the difference between (i) the actual Fuel Use or Storage Fuel Use usage during the Base Period and (ii) the amount of Fuel Use (plus the amount of Delhi Fuel Use for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage Fuel Use retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual Fuel Use or Storage Fuel Use usage during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding throughput through Delhi Compressor under the wheeling option of Rate Schedule PHS and quantities delivered under transactions described in Section 27.6 below), shall be the Fuel Use percentage or the Storage Fuel Use percentage, as applicable, to be in effect during the Recovery Period; and (b) The revised LUFG and Storage LUFG percentages shall be calculated on the basis of the difference between (i) the actual LUFG or Storage LUFG during the Base Period and (ii) the amount of LUFG (plus the amount of Wheeling LUFG for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage LUFG retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual LUFG or Storage LUFG during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding quantities delivered under wheeling transactions pursuant to Rate Schedule PHS), shall be the LUFG percentage or the Storage LUFG percentage, as applicable, to be in effect during the Recovery Period. Throughput associated with Line CP, Line J Backhauls, the Sligo Lease and Alternate Fuel Retentions shall be excluded from the above-described calculations.

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**Ninth Revised Sheet No. 603** Ninth Revised Sheet No. 603

Superseding: Eighth Revised Sheet No. 603

GENERAL TERMS & CONDITIONS  
(continued)

27. FUEL PERCENTAGES (continued)

- 27.5 (a) The Delhi Fuel Use percentage will be calculated on the basis of the actual Delhi Fuel Use usage during the Base Period expressed as a percentage of estimated applicable throughput through the Delhi Compressor for the Recovery Period. The resulting percentage shall be the Delhi Fuel Use percentage to be in effect during the Recovery Period.
- (b) The Wheeling LUFG percentage will be the actual Perryville Hub LUFG during the Base Period expressed as a percentage of applicable throughput at the Perryville Hub during the Base Period. The resulting percentage shall be the Wheeling LUFG percentage to be in effect during the Recovery Period.
- (c) The Line J Backhaul Fuel Use percentage will be calculated on the basis of the actual Line J Backhaul Fuel Use usage during the Base Period expressed as a percentage of estimated applicable backhaul throughput through the Searcy Compressor for the Recovery Period. The resulting percentage shall be the Line J Backhaul Fuel Use percentage to be in effect during the Recovery Period.
- (d) The Line J Backhaul LUFG percentage will be the actual Line J Backhaul LUFG during the Base Period expressed as a percentage of estimated applicable backhaul throughput at the Searcy Interconnection during the Base Period. The resulting percentage shall be the Line J Backhaul LUFG percentage to be in effect during the Recovery Period.
- (e) The Sligo Lease Fuel Use percentage will be calculated on the basis of the actual Sligo Lease Fuel Use usage during the Base Period expressed as a percentage of estimated applicable throughput through the Long Lake Compressor for the Recovery Period. The resulting percentage shall be the Sligo Lease Fuel percentage to be in effect during the Recovery Period.
- (f) The Sligo Lease LUFG percentage will be the LUFG charge calculated each year by Texas Eastern Transmission LP in accordance with its annual fuel tracker filing, for utilization of the Sligo Lease capacity held by Transporter. This percentage shall be in effect during the Recovery Period.

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**Fifth Revised Sheet No. 603A** Fifth Revised Sheet No. 603A

Superseding: Fourth Revised Sheet No. 603A

GENERAL TERMS & CONDITIONS  
(continued)

27. FUEL PERCENTAGES (continued)

27.6 Transporter will assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. For each transaction utilizing the receipt and delivery point combinations listed below, Transporter has determined that there will not be any fuel used since compression will not be utilized.

(a) LIM-1 and LIM-2 Combination

Receipt Points:

All receipt points on Transporter's Line LIM-1 south of Station 0+00 located in Desoto Parish, Louisiana, Section 12, Township 15-North, Range 13-West.

Delivery Points:

The terminus of Transporter's Line LIM-2 at Gulf South Pipeline Company located in Desoto Parish, Louisiana, Section 20, Township 14-North, Range 12-West, and any delivery point located on Line LIM-1 or Line LIM-2.

(b) Line CP Combination: All receipt point and delivery point combinations on Line CP and the Perryville Hub Header where the receipt point is not using compression and the delivery point is located upstream of the receipt point.



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**Eighth Revised Sheet No. 604** Eighth Revised Sheet No. 604

Superseding: Seventh Revised Sheet No. 604

GENERAL TERMS & CONDITIONS  
(continued)

27. FUEL PERCENTAGES (continued)

- (c) Sligo and Waskom Combination  
Receipt Point:  
CenterPoint Energy Field Service's Sligo Plant to ST-10,  
Bossier Parish, Louisiana

Delivery Point:  
Waskom Gas Processing Plant, Harrison County, TX

- (d) Perryville Hub and Core System Combination

Receipt Points: All Perryville Hub Receipt Points, where  
the Receipt Point is not using compression.

Delivery Points: All Delivery Points located on  
Transporter's core system that are located upstream of the  
Receipt Point.

- 27.7 (a) Transporter will assess the Line CP Fuel Use percentage and  
the Line CP LUFG percentage for transactions utilizing the  
receipt and delivery combinations listed below:

Receipt Points: Receipt Points and Pools located in the  
Line CP Pooling Area.

Delivery Points: Delivery Points located on Line CP, lines  
directly connected thereto, Delivery Points that are  
Perryville Hub Delivery Points, or where deliveries to the  
Delivery Point are accomplished via displacement rather  
than physical flow.

- (b) Transporter will assess the Line J Backhaul Fuel Use  
percentage and the Line J Backhaul LUFG percentage for  
transactions utilizing the receipt and delivery  
combinations listed below:

Receipt Points: All Receipt Points located on  
Transporter's Line J between the Searcy Interconnection and  
the White River Interconnection.

Delivery Point(s): The Searcy Interconnection located in  
White County, Arkansas.

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**Original Sheet No. 604A** Original Sheet No. 604A

GENERAL TERMS & CONDITIONS  
(continued)

27. FUEL PERCENTAGES (continued)

- 27.8 Transporter will assess the applicable non-Line CP Fuel Use and LUFG percentages, as well as the Line CP Fuel Use and LUFG percentages as described in Section 27.7 above, for transactions which consist of physical deliveries or flows directly from Transporter's non-Line CP Pooling Area transmission lines into Line CP and for further transport and delivery to delivery points located on Line CP, lines directly connected thereto, or Delivery Points that are Perryville Hub Delivery Points.

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Sheet Nos. 605 through 614  
are reserved for future use.

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Original Sheet No. 615 Original Sheet No. 615 : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

28. ELECTRIC POWER COSTS TRACKER

28.1 General. Transporter's Electric Power Costs Tracker shall be revised prospectively to reflect overcollections and undercollections of electric power costs incurred by Transporter for compression of natural Gas.

28.2 Definitions. The definitions of terms applicable to this section are as follows:

Electric Power Costs ("EPC") shall mean the cost of electric power purchased by or for Transporter to be used in the operation of compressor stations and other field locations. EPC shall also include any related stranded costs or other surcharges imposed by electric power suppliers that may be billed or allocated to Transporter.

Base Period shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the October 1 filing, the twelve Months ended the previous June 30.

EPC Tracker shall mean the rate applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised EPC Tracker will be in effect.

28.3 Filing of revised EPC Tracker. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of EPC Tracker, as determined in accordance with Section 28.4 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.

28.4 For each transportation rate schedule, the revised EPC Tracker shall be calculated on the basis of the difference between (a) the actual electric power costs billed during the Base Period and (b) the amount of electric power costs collected by Transporter during the Base Period. This difference shall be divided by projected throughput to determine the EPC Tracker rate to be in effect during the Recovery Period.

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GENERAL TERMS AND CONDITIONS

(continued)

29. THIRD-PARTY PIPELINE CAPACITY:

- 29.1 Transporter, from time to time, may contract in its own name to acquire and utilize capacity on a third-party system. Any services provided to Shippers using such capacity shall be provided pursuant, and subject, to the applicable provisions of Transporter's Tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit Transporter to utilize such capacity to provide services to its Shippers. Any restrictions or limitations on renewal, extension or other rights applicable to such third-party capacity which are provided for under the third-party's applicable tariff or regulations also shall apply to the CEGT service rendered to its Shippers by means of such capacity.

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**Third Revised Sheet No. 679** Third Revised Sheet No. 679

Superseding: Second Revised Sheet No. 679

GENERAL TERMS AND CONDITIONS  
(continued)

30. SEGMENTATION OF CAPACITY

30.1 To the extent operationally feasible, a Shipper that has contracted with Transporter for firm transportation under Rate Schedule FT over a Primary Path may, pursuant to the provisions of this Section 30, segment its Primary Path for its own use or for the purpose of releasing that capacity to a replacement Shipper by identifying, through nomination or through the capacity release process, respectively, using electronic means prescribed by Transporter, points along the Primary Path (Segment Receipt Point(s) and Segment Delivery Point(s)), subject to this Tariff and assignment of capacity in accordance with the provisions of Sections 5 and 10 of the General Terms and Conditions. A Shipper that has contracted with Transporter for firm transportation under Rate Schedule EFT over a Primary Path may segment its Primary Path as described above; however, the ACE associated with the Primary Delivery Point will not be applicable, and the constant rate provisions of Section 5 of the General Terms and Conditions shall be effective.

(a) A Shipper may establish a Primary Path on (1) Transporter's Line AC, (2) any transportation capacity on Mississippi River Transmission Corporation ("MRT") from Glendale to the boundary of Transporter's Perryville Hub which Transporter is authorized by the FERC to hold in its own name and does so hold (the "Acquired MRT Capacity"); and (3) Transporter's Line F-West /F-East to the boundary of Transporter's Perryville Hub.

(i) In order to establish a Primary Path on Line AC, a Shipper must contract for a Primary Point of Receipt located on Line AC (including the referenced MRT capacity) and a Primary Point of Delivery located (1) on Line AC east of the Primary Point of Receipt, (2) on the Acquired MRT Capacity, or (3) at the Perryville Hub.

(ii) In order to establish a Primary Path on the Acquired MRT Capacity, a Shipper must contract for a Primary Point of Receipt located on the Acquired MRT Capacity and a Primary Point of Delivery located (1) on the Acquired MRT Capacity south of the Primary Point of Receipt, or (2) at the Perryville Hub.

(iii) In order to establish a Primary Path on Line F- West/ F-East, a Shipper must contract for a Primary Point of Receipt located on Line F- West /F-East and a Primary Point of Delivery located (1) on Line F-West /F-East east of the Primary Point of Receipt or (2) at the Perryville Hub.



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**Fourth Revised Sheet No. 680** Fourth Revised Sheet No. 680

Superseding: Third Revised Sheet No. 680

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30. SEGMENTATION OF CAPACITY (continued)

(b) A Primary Path is the path from, and in the direction of, a Shipper's Primary Receipt Point to its Primary Delivery Point. If a Shipper's Primary Delivery Point is located within Transporter's Perryville Hub, then the Shipper's Primary Path ends at the boundary of CEGT's Perryville Hub. For the purposes of this Section 30, the boundaries of the Perryville Hub are located (1) at the Perryville interconnection point between MRT and Transporter; (2) at the interconnection point between Transporter's Line F-West/F-East and Transporter's Line FT-18; and (3) those pipeline interconnections on Line CP in northeast Louisiana.

(c) Other than Line AC, the Acquired MRT Capacity, and Line F-West/F-East, the remainder of Transporter's system, including the Perryville Hub, is referred to in this Section 30 as Transporter's Reticulated System. There is no right to a Primary Path Segment within Transporter's Reticulated System.

30.2 Unless Segment Receipt and Delivery Points are primary points, or become primary points in accordance with the provisions of Transporter's Tariff, Segment Receipt and Delivery Points nominated by a Shipper for the purpose of segmenting for its own use are secondary points. If a Primary Path Segment is released to a replacement Shipper, the releasing Shipper may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the replacement Shipper, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to Transporter's Tariff (including the capacity assignment provisions of Section 10) and the availability of capacity. While any segmented service is being provided to a Shipper, the Shipper shall not be eligible to use Receipt Points located outside the Shipper's Primary Path or to use Delivery Points that are located (1) outside the Shipper's Primary Path or (2) outside the Perryville Hub.

30.3 Subject to Transporter's agreement otherwise, discounts under any Service Agreement are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a

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**Second Revised Sheet No. 681** Second Revised Sheet No. 681

Superseding: First Revised Sheet No. 681

GENERAL TERMS AND CONDITIONS  
(continued)

30. SEGMENTATION OF CAPACITY (continued)

releasing or replacement Shipper, unless Transporter agrees otherwise. If a Shipper, in accordance with the provisions of this Tariff, changes a primary point, Transporter shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.

- 30.4 In addition to Transporter's right to determine operational feasibility on a case-by-case basis, as set out in Section 30.7 below, a purported segmentation of firm capacity (whether for a Shipper's own use or on release) shall not be operationally feasible if: (a) Pools are nominated as Segment Receipt Point(s), absent a determination by Transporter that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation; (b) the segmentation would purport to result in primary capacity rights with respect to a Primary Path Segment in a direction opposite to the direction of the Primary Path under the Service Agreement being segmented; or (c) a proposed segmentation would purport to identify a Primary Path or Primary Path Segment within Transporter's Reticulated System.
- 30.5 Subject to the provisions of this Tariff, including but not limited to, the provisions of this Section 30, a Shipper may segment its Primary Path in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable Contract Limitations, is used to make deliveries to the same Delivery Point at the same time. Transporter shall not be obligated to accept nominations or releases of capacity for any purported Primary Path Segment or combination of Primary Path Segments that would result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation. A releasing Shipper may not re-release a released Primary Path Segment until such time as the releasing Shipper either recalls the released Primary Path Segment or the released Primary Path Segment reverts to the releasing Shipper at the end of the release term. Replacement Shippers that desire to re-release a released Primary Path Segment may only release transportation capacity within their acquired Primary Path Segment. The sum of capacity released in any Primary Path Segment cannot exceed the level of entitlement under the original Service Agreement prior to segmentation.

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**Original Sheet No. 682** Original Sheet No. 682 : Effective

GENERAL TERMS AND CONDITIONS  
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30. SEGMENTATION OF CAPACITY (continued)

- 30.6 A Shipper's right to segment a Primary Path is subject to Transporter's invocation of the provisions of Section 20 of the General Terms and Conditions.
- 30.7 In all cases, including those situations previously described in this Section 30, Transporter reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible. Disallowance of segmentation requests will be made on a not unduly discriminatory basis.

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**Fourth Revised Sheet No. 683** Fourth Revised Sheet No. 683

Superseding: Third Revised Sheet No. 683

GENERAL TERMS AND CONDITIONS  
(continued)

31. PENALTY REVENUE CREDITING.

31.1 General: The Shipper Penalty Revenue Credit(s) to be made by Transporter shall be calculated in accordance with this section.

31.2 Definitions: The definitions of terms applicable to this section are as follows:

Penalty Base Period shall mean the twelve Months (or part thereof) ended the previous July 31.

Daily Linked Firm Service Penalty Revenues shall mean the total amount collected by Transporter from an FT-2 Shipper (penalty revenues) for all penalty amounts owed by the FT-2 Shipper under the terms of its Service Agreement due to its failure to nominate and/or flow its MFO(s) on a particular Day during the Penalty Base Period, less the costs incurred by Transporter in relation to the actions of the FT-2 Shipper on that Day necessitating a penalty (penalty costs).

Daily Linked Firm Service Penalty Revenue Credit shall mean the amount, stated in dollars, for a given Day during the Penalty Base Period to be received by an individual Linked Firm Service Shipper that, under the terms of its Service Agreement for Linked Firm Service capacity in effect during the Penalty Base Period, was unable to flow all or a portion of its Linked Firm Service capacity nominated for that Day during the applicable Timely Nomination Cycle due to the failure of a linked FT-2 Shipper to nominate or take and/or tender its MFO on such Day. The Daily Linked Firm Service Penalty Revenue Credit for a Linked Firm Service Shipper shall be determined for a particular Day by allocating the Daily Linked Firm Service Penalty Revenues associated with a particular MFO of an FT-2 Shipper for that Day among all Linked Firm Service Shippers affected on that Day by the FT-2 Shipper's failure to meet that particular MFO pro rata based on the amount of the Linked Firm Shippers' nominations during the Timely Nomination Cycle that did not get scheduled or were curtailed that Day due to the actions of the linked FT-2 Shipper to the total volume of Linked Firm Service capacity that did not get scheduled or was curtailed that Day due to the actions of the linked FT-2 Shipper.

Shipper Penalty Revenue Credit shall mean the credit amount, other than and excluding Daily and Total Linked

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**Second Revised Sheet No. 684** Second Revised Sheet No. 684

Superseding: First Revised Sheet No. 684

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(continued)

31. PENALTY REVENUE CREDITING (continued)

Firm Service Penalty Revenue Credits, stated in dollars, to be received by a Shipper with a firm contract in effect during the Penalty Base Period which shall be determined by allocating the Total Penalty Revenues among the firm Shippers in proportion to firm reservation or demand revenues paid by such Shippers.

Total Linked Firm Service Penalty Revenue Credit shall mean the sum of the Daily Linked Firm Service Revenue Credit amounts due an individual Linked Firm Service Shipper for all Days during the Penalty Base Period, stated in dollars, plus interest (calculated in accordance with Section 154.501 of the Commission's Regulations) on such amounts from the date of Transporter's receipt from the FT-2 Shipper of the applicable Daily Linked Firm Service Penalty Revenues until the payment of such amounts to the Linked Firm Service Shipper.

Total Penalty Revenues shall mean the penalty revenues, other than and excluding Daily Linked Firm Service Penalty Revenues, less the penalty costs associated with such Total Penalty Revenues, recovered or collected during the Penalty Base Period pursuant to the imposition of: (a) Excess Contract Quantities Charges (Rate Schedule FT, Section 5.2(b); Rate Schedule EFT, Section 5.2(b); Rate Schedule IT, Section 5.2(a), Rate Schedule PS, Section 3, and Rate Schedule PHS, Section 5.2(a)); (b) Excess Service Charges (Rate Schedule FSS, Section 5.2(b); Rate Schedule ISS, Section 5.2); (c) Cycling Penalties (Rate Schedule FSS, Section 5.2(c)); (d) Unauthorized Service Fees (Rate Schedule NNTS, Section 6.2); (e) Failure to Return Advance Delivery Gas Charges (Rate Schedule SBS, Section 5.2(a), Rate Schedule PHS, Section 5.2(b)); (f) Deficient Injection Charge (Rate Schedule RSS, Section 7.4); (g) Unauthorized Gas Charge (General Terms and Conditions, Section 5.8); and (h) charges for failure to comply with an Operational Flow Order (OFO) (General Terms and Conditions, Section 20). If the Total Penalty Revenues for the Penalty Base period does not exceed \$100,000.00, then Transporter shall not calculate Shipper Penalty Revenue Credits related to such balance but carry the balance forward, plus interest calculated in accordance with Section 154.501 of the Commission's Regulations, to the next Penalty Base Period.

*Effective Date: 01/01/2010    Status: Effective*

*FERC Docket: RP10-206-000*

**Fifth Revised Sheet No. 685** Fifth Revised Sheet No. 685

Superseding: Fourth Revised Sheet No. 685

GENERAL TERMS AND CONDITIONS  
(continued)

31. PENALTY REVENUE CREDITING (continued)

- 31.3 Annual Total Penalty Revenue Credit. On November 1 of each Year, Transporter shall send notices to eligible Shippers of the applicable credit amount for the preceding Penalty Base Period (or part thereof). Transporter shall have the option of crediting against a Shipper's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable Shipper Penalty Revenue Credit. Transporter shall file within thirty (30) Days of such date a report with the Commission setting forth the calculation of the Total Penalty Revenues, the Linked Firm Service Penalty Revenues and the Shipper Penalty Revenue Credits, together with supporting documentation for such calculations.
- 31.4 Annual Linked Firm Service Penalty Revenue Credit. Transporter shall credit to or pay the Linked Firm Service Shippers the Total Linked Firm Service Penalty Revenue Credit for a Penalty Base Period once a year as set forth in this section. On November 1 of each year, Transporter shall send a notice to eligible Linked Firm Service Shippers of the applicable Total Linked Firm Service Penalty Revenue Credit amount for the preceding Penalty Base Period. Transporter shall have the option of crediting against a Shipper's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable Total Linked Firm Service Penalty Revenue Credit. Transporter shall file within (30) Days of such date a report with the Commission setting forth the calculation of the Total Linked Firm Service Penalty Revenue Credit for each Linked Firm Service Shipper, together with supporting documentation for such calculations (including specification of the Daily Linked Firm Service Penalty Revenue Credits underlying that total).

*Effective Date: 07/09/2010    Status: Effective*

*FERC Docket: RP10-957-000*

**Fourth Revised Sheet No. 686** Fourth Revised Sheet No. 686

Superseding: Third Revised Sheet No. 686

GENERAL TERMS AND CONDITIONS  
(continued)

32. NON-CONFORMING AGREEMENTS

CEGT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Amended and Restated Rate Agreement dated December 14, 2005, with Kiowa Power Partners, LLC, related to Amended and Restated Interruptible Transportation Service Agreement (TSA # 1002948)
2. Agency/Asset Manager Authorization Agreement effective August 5, 2004, with Entergy Louisiana, Inc. (Shipper) and Entergy Services, Inc. (Agent).
3. Letter Agreement dated February 20, 2009, with Chesapeake Energy Marketing, Inc. (in the nature of Precedent Agreement for TSA # 1006966).
4. Transportation Service Agreements with Petrohawk Energy Corporation effective April 1, 2010 (TSA #1006841) and effective January 1, 2012 (TSA No. 1007661).

*Effective Date: 01/01/2010    Status: Effective*

*FERC Docket: RP10-206-000*

**Sheet Nos. 687 - 696** Sheet Nos. 687 - 696

Sheet Nos. 687 through 696

are reserved for future use.



Effective Date: 03/18/2010 Status: Effective  
FERC Docket: RP10-383-000

**Sixth Revised Sheet No. 697** Sixth Revised Sheet No. 697  
Superseding: Fifth Revised Sheet No. 697

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY  
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

FOR WRITTEN:

Send Request To: CenterPoint Energy Gas Transmission Company (CEGT)  
P. O. Box 1700  
Houston, Texas 77210-1700

Attention: Contract Administration & Compliance  
Telecopier: (713) 207-0721

The following information, as applicable, should be included in Shipper's request for service.  
If Tariff requires electronic submission via the Internet, use CEGT's Internet Web Site to request and contract for service.

1. TYPE OF SERVICE BEING REQUESTED:  
New Service \_\_\_\_\_

Amendment to Existing Service \_\_\_\_\_  
Contract Date \_\_\_\_\_  
Contract No. \_\_\_\_\_

2. RATE SCHEDULE:  
Transport  
Rate Schedule FT (Firm) \_\_\_\_\_  
Rate Schedule IT (Interruptible) \_\_\_\_\_  
Rate Schedule SBS option \_\_\_\_\_  
Rate Schedule PS \_\_\_\_\_  
Rate Schedule RSS \_\_\_\_\_  
Rate Schedule FT-2 \_\_\_\_\_

Rate Schedule PHS \_\_\_\_\_  
Park \_\_\_\_\_  
Loan \_\_\_\_\_  
Park and Loan - NBS \_\_\_\_\_  
Firm Wheeling \_\_\_\_\_  
Interruptible Wheeling \_\_\_\_\_  
Rate Schedule EFT \_\_\_\_\_

Storage  
Rate Schedule FSS (Firm) \_\_\_\_\_

Rate Schedule ISS (Interruptible) \_\_\_\_\_

3. CUSTOMER INFORMATION AND NOTICES:  
A. SHIPPER/POOL MANAGER

PERSON REQUESTING SERVICE  
(Complete only if different from Shipper)

\_\_\_\_\_  
Company Name

Name/Title

\_\_\_\_\_  
Address (include street address  
for overnight deliveries)  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Company Name

\_\_\_\_\_  
City State Zip

Address

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Phone Telecopier

City State Zip

\_\_\_\_\_  
Officer and Title (Signatory Party to  
Contracts)

Phone

Telecopier

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
E-mail

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

Original Sheet No. 697A Original Sheet No. 697A

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY  
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

FOR WRITTEN: (continued)

B.	PARTY AUTHORIZED TO SUBMIT NOMINATIONS AND RECEIVE GENERAL NOTICES	INVOICES & STATEMENTS
	_____ Name/Title	_____ Name/Title
	_____ Address	_____ Company Name
	_____ City State Zip	_____ Address
	_____ Phone Telecopier	_____ City State Zip
	_____ E-mail	_____ E-mail

Effective Date: 03/18/2010 Status: Effective

FERC Docket: RP10-383-000

**Fourth Revised Sheet No. 698** Fourth Revised Sheet No. 698

Superseding: Third Revised Sheet No. 698

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION (Continued)

C. 24-HOUR CONTACT

Dispatcher Name		Address		
Phone	Telecopier	City	State	Zip
E-mail				

D. Shipper's Identification Number (currently DUNS) \_\_\_\_\_

E. For firm services if Shipper is represented by an agent and/or asset manager, Shipper shall provide the exact name of such parties and shall keep Transporter apprised as to changes in the identity of such representatives.

4. TERM:

Date Service is to commence \_\_\_\_\_ (If FSS, must commence on April 1) (If RSS, generally must commence

on June 1)  
Date Service will terminate \_\_\_\_\_ (If IT or PHS-month-to-month evergreen is suggested) (If storage,  
\_\_\_\_\_ must terminate on March 31) (If RSS, generally must terminate on  
May 31)

5. QUANTITIES:

For Rate Schedule FT, FT-2 and EFT:

Contract Demand \_\_\_\_\_ (Dth/D-FT)\*(Dth/D-EFT)

Receipt Entitlement (also for Rate Schedule RSS for Injections only-cannot exceed MDIQ ÷30):  
Pooling Area

_____	(Dth/D-FT) * (Dth/D-EFT)
_____	(Dth/D-FT) * (Dth/D-EFT)
_____	(Dth/D-FT) * (Dth/D-EFT)
_____	(Dth/D-FT) * (Dth/D-EFT)

For Rate Schedule IT: Maximum Contract Quantity \_\_\_\_\_ Dth/D

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

_____ Advance Receipt	Maximum Quantity _____ Dth
_____ Advance Delivery	Maximum Quantity _____ Dth

For Rate Schedule FSS: Maximum Storage Quantity \_\_\_\_\_ Dth  
Maximum Injection Quantity \_\_\_\_\_ Dth/D  
Maximum Deliverability Quantity \_\_\_\_\_ Dth/D

For Rate Schedule RSS: Maximum Daily Withdrawal Quantity \_\_\_\_\_ Dth  
Seasonal Option: \_\_\_\_\_ 10 Day \_\_\_\_\_ 20 Day

For Rate Schedule ISS: Interruptible Maximum Storage Quantity \_\_\_\_\_ Dth

For Rate Schedule PHS: Maximum Aggregate Quantity \_\_\_\_\_ Dth (If park or loan except NBS)  
Maximum Quantity \_\_\_\_\_ Dth/D (for interruptible wheeling)  
Contract Demand \_\_\_\_\_ Dth/D (for firm wheeling)

6. RECEIPT AND DELIVERY POINTS:

A. Rate Schedule RSS, FT, FT-2 and EFT:

1. Receipt Points: Primary Receipt Points with MRO(s) Maximum Receipt  
RP Name Meter No. Obligation (Dth/D-FT)\*(Dth/D-EFT)

Pools with Receipt Quantity (Dth/D-FT)\*(Dth/D-EFT)

Additional Individual Receipt Points with Receipt Quantity (Dth/D-FT) (Dth/D-EFT)

Note: Rate Schedule FT, FT-2 and EFT Shippers have access to all generally available Pools and

Entitlements, and Additional Individual Receipt Points, consistent with applicable Receipt  
Rate subject to the terms of the applicable Rate Schedule through the nomination process.  
Schedule RSS Shippers total Receipt Entitlement/MROs cannot exceed MDIQ÷30.

2.	Primary Delivery Points:		Maximum Delivery
	DP Name	Meter No.	Obligation (Dth/D-FT)*(Dth/D-EFT)

Effective Date: 03/18/2010 Status: Effective

FERC Docket: RP10-383-000

**First Revised Sheet No. 698A** First Revised Sheet No. 698A

Superseding: Original Sheet No. 698A

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION (Continued)

[For Rate Schedule EFT: Accelerated Consumption Election ("ACE") \_\_\_\_\_ hours]

\* Includes service under Rate Schedule FT-2.

Effective Date: 08/26/2009 Status: Effective

FERC Docket: RP09-843-000

**Second Revised Sheet No. 699** Second Revised Sheet No. 699

Superseding: First Revised Sheet No. 699

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

- B. Rate Schedule IT:
- Rate Schedule IT Shippers have access to all generally available Pools, physical Receipt Points and Delivery Points through the nomination process. If Shipper wants certain points reflected on its Service Agreement, please specify.
- C. Rate Schedule PHS:
1. For firm wheeling:
- Receipt Points:
- | Primary Receipt Points with MRO(s) | Meter No. | Maximum Receipt Obligation |
|------------------------------------|-----------|----------------------------|
| Perryville Hub Receipt Point Name  |           |                            |
- (Dth/D)
- Shipper's Aggregation Point Aggregation Quantity (Dth/D)
2. Rate Schedule PHS Shippers shall have access to Receipt and Delivery Points as described in such Rate Schedule for each of the interruptible wheeling and park and loan options provided for thereunder, through the nomination process.
7. Is Shipper requesting a selective discount? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Is RSS Shipper requesting Reservation Fee Billing Option? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Are new/modified facilities required? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please describe, and provide, if required, peak day and annual volumes to be transported.
10. REQUESTED FORM OF SERVICE:
- A. NGPA SECTION 311 \_\_\_\_\_ (Subpart B)  
Designate "On behalf of" Entit(y) (ies) \*
- B. SECTION 284 G \_\_\_\_\_  
(BLANKET)
- \* If LDC/Intrastate pipeline company will not be executing the Service Agreement, Shipper must provide an acceptable "on behalf of" letter to Transporter consistent with the current regulatory requirements.
11. Submission of deposit provided for in the General Terms and Conditions with Request: Yes \_\_\_\_\_ No \_\_\_\_\_
12. For requests for service pursuant to Rate Schedule IT or ISS, unless Shipper designates otherwise, Shipper's signature on its request shall constitute its agreement to execute a Service Agreement as provided in such Rate Schedules and to comply with the terms and conditions of Transporter's Tariff in the event that Transporter accepts its request. Yes \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 700 Original Sheet No. 700 : Effective

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

Shipper is:	End User _____	Marketer _____
	Producer _____	LDC _____
	Intrastate _____	Other (Specify) _____
	Interstate _____	_____

Shipper shall provide, in writing, or electronically, as required by this Tariff such other information as is required to comply with regulatory reporting and/or filing requirements.

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

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

FOR WRITTEN REQUESTS USING THIS FORM:

SHIPPER

OR

SHIPPER'S AGENT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Sheet Nos. 701 - 723** Sheet Nos. 701 - 723 : Effective

Sheet Nos. 701 through 723  
are reserved for future use.



Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-513-000

**Second Revised Sheet No. 724** Second Revised Sheet No. 724 : Effective  
Superseding: First Revised Sheet No. 724

FORM OF CREDIT APPLICATION

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY  
("CEGT")  
C R E D I T A P P L I C A T I O N

General Information

Applicant's Legal

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

Applicant must designate up to two (2) representatives who are authorized to receive notices regarding Applicant's creditworthiness, and provide Internet e-mail addresses of such representatives, prior to the initiation of service.

Pre-qualifying for Capacity Release? Yes \_\_\_\_\_ No \_\_\_\_\_

Authorized Representatives:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Internet e-mail: _____	Internet e-mail: _____

Bank Reference (or other financing source):

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

Trade References (please provide three)

Company Name _____	Company Name _____	Company Name _____
Address _____	Address _____	Address _____
_____	_____	_____
Contact _____	Contact _____	Contact _____
Phone (____) _____	Phone (____) _____	Phone (____) _____

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-457-000

**Original Sheet No. 724A** Original Sheet No. 724A : Effective

FORM OF CREDIT APPLICATION

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY

("CEGT")

C R E D I T A P P L I C A T I O N

(continued)

Additional Information

Estimate of activity under all Service Agreements with CEGT:

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

If RSS, SBS or PHS (park and loan), Maximum Seasonal Withdrawal Quantity,  
Maximum Advance Delivery Quantity or Maximum Aggregate Quantity, respectively  
\_\_\_\_\_ Dth.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 725 Original Sheet No. 725 : Effective

FORM OF CREDIT APPLICATION  
(continued)

Additional Information (Cont'd)

Is Applicant:

- |   |          |         |
|---|----------|---------|
| * Operating under federal bankruptcy laws?  | Yes ____ | No ____ |
| * Subject to liquidation or debt reduction procedures under state laws?   | Yes ____ | No ____ |
| * Subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Applicant's financial condition? | Yes ____ | No ____ |
| * Subject to any significant collection lawsuits or outstanding judgments which would significantly affect Applicant's ability to remain solvent?                       | Yes ____ | No ____ |
| * Are there any overdue amounts owed CEGT or any division or subsidiary of CenterPoint Energy, Inc.?  | Yes ____ | No ____ |

Applicant must provide current audited financial statements, annual reports, 10-K and other similar regulatory filings and reports.

On behalf of Applicant, the undersigned, who is duly qualified to act on behalf of Applicant, agrees to the following terms.

1. Applicant authorizes its vendors, banking institutions and financing entities to release its account history to CEGT for the purpose of credit evaluation.
2. Applicant understands that remittances for all purchases must be made with immediately available funds, unless other arrangements have been agreed to by CEGT in writing.
3. Applicant must remit for purchases at the appropriate address provided from time to time by CEGT and in accordance with the terms and conditions shown on each invoice.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 726 Original Sheet No. 726 : Effective

FORM OF CREDIT APPLICATION  
(continued)

4. Applicant agrees to pay reasonable collection and/or legal fees and related costs incurred by CEGT to collect any delinquent account balances.
5. Applicant agrees to pay interest in accordance with the provisions of CEGT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff") on all amounts past due.
6. In the event any of the obligations and representations contained in this credit application are not met by Applicant, CEGT shall have such rights and remedies available to it under its Tariff, or other applicable law, including, but not limited to, the right to discontinue service for default in payment. CEGT shall have the right to apply against or set off the amounts owed it by Applicant and to withhold any of Applicant's monies in connection therewith, whether such amounts are related to the transaction to which this document relates, or any other requirement for set off by operation of law is met.
7. I/we attest that the financial information submitted with this application is true and correct.
8. The undersigned hereby acknowledges receipt and retention of a copy of this credit application and its obligation to promptly inform CEGT of any material change which would render the information supplied herein inaccurate, as provided in Section 14.5 of the General Terms and Conditions of CEGT's Tariff.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

Effective Date: 09/01/2006 Status: Effective  
FERC Docket: RP06-433-000

**First Revised Sheet No. 727** First Revised Sheet No. 727 : Effective  
Superseding: Original Sheet No. 727

FORM OF CREDIT APPLICATION  
(continued)

Return this credit application to:

CenterPoint Energy Gas Transmission Company

Attention: \_\_\_\_\_

Telecopy No.: (\_\_\_\_) \_\_\_\_\_

For Questions Call:

Telephone No.: (\_\_\_\_) \_\_\_\_\_

CEGT agrees to keep data submitted by Applicant hereunder confidential and disseminate such information only as necessary to assess Applicant's creditworthiness.

For Office Use Only:

B.D.R.: \_\_\_\_\_

Credit Application \_\_\_\_\_ Approved \_\_\_\_\_ Denied

If Approved, Recommended Credit Line (\$) \_\_\_\_\_

Approved/Recommended By:

\_\_\_\_\_  
\_\_\_\_\_

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Sixth Revised Sheet No. 728** Sixth Revised Sheet No. 728

Superseding: Fifth Revised Sheet No. 728

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
TSA NO.: \_\_\_\_\_

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) SHIPPER INFORMATION:

[Shipper's Name: \_\_\_\_\_]

[See Attachment A hereto]

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY:

[Subpart G] [Subpart B]

3) TERM, CONTRACT DEMAND AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be [as shown below:] [shown on Attachment A]. [Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.]

[Term: [Effective Date:][Service Commencement Date:] \_\_\_\_\_]  
Primary Term End Date: \_\_\_\_\_

Evergreen/Term Extension? [Yes] [No] [If Yes, describe:\_\_\_\_\_]]

[Contract Demand: \_\_\_\_\_[(Dth/D)]]

[Receipt Entitlement(s): \_\_\_\_\_ Pooling Area \_\_\_\_\_ [(Dth/D)]]

[Primary][Receipt Point(s): [Maximum Receipt Obligation] [Receipt Quantity][Aggregate Quantity] [(Dth/D)]

[Designate any receipt points applicable to transportation for storage injections.]

[Primary Delivery Point(s): Maximum Delivery Obligation [(Dth/D)]]

[INSTRUCTIONS:Placement on page, number of pages, underlining format and capitalization may vary. Multiple blanks may be used if needed, including as needed to show changes during term. If any of items in Sections 1-5 included on Attachment A, insert: "See Attachment A hereto." Those items will appear on the award for a capacity release and/or electronic contracting transaction.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-468-001

**Sixth Revised Sheet No. 729** Sixth Revised Sheet No. 729  
Superseding: Fifth Revised Sheet No. 729

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

4) RATE: Unless provided otherwise in an Attachment A to this Agreement in effect during the term of this

Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other

charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's

Tariff, as on file and in effect from time to time, for each service rendered hereunder. [If Attachment

A or this Agreement provides for a rate other than the maximum applicable rate, the following shall

apply:

Shipper agrees to pay the rates specified below or on Attachment A for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the

following:

(a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery

Point(s) eligible for such rates, shall be specified [on Attachment A.] [below.] [Negotiated Rate] [Discounted Rate]

applicable [Describe terms of Negotiated or Discounted Rate as permitted by the Tariff and

Commission policy and precedent.]

[INSTRUCTIONS: The following may be included for Negotiated Rate transactions if selected by the Shipper, and will permit such Shipper to use the designated alternative points on a secondary basis at the specified rate.]

[If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter requests Shipper to receive and/or deliver other than at the points specified above, then such points as designated by Transporter shall be deemed eligible for the rates and the period specified. Transporter may make such request via e-mail, in writing or via Internet Web Site posting and the document in which such request appears shall be deemed to amend this Agreement for the purposes hereof.]

(b) Authorized Overrun: [For discounted rate transactions: Any authorized overrun quantities shall be: \_\_\_\_\_.] [For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate described [on Attachment A.] [above.][describe if other]]

(c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on Attachment A for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on Attachment A and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on Attachment A, Shipper shall provide or pay and Transporter shall retain or charge Fuel

Use and LUFG allowances or charges [(including the EPC surcharge)] in such quantities or amounts

as  
penalties,  
Tariff.  
Tariff  
any month  
otherwise  
taxes  
therewith),  
unless

authorized from time to time by the Tariff and shall pay any applicable charges,  
surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the  
In any event, the rate in any Month shall never be below Transporter's applicable minimum  
rate for a discount rate transaction. [For a Negotiated Rate transaction, the rate in  
shall never be below Transporter's applicable minimum Tariff rate, unless Transporter  
agrees.] Transporter shall not be responsible for the payment and satisfaction of any  
assessed or levied on the receipt, transmission (and any activities in connection  
delivery, use and/or consumption with respect to Gas delivered or received by Shipper,  
Transporter agrees otherwise.



Effective Date: 03/18/2010 Status: Effective

FERC Docket: RP10-383-000

**Second Revised Sheet No. 729A** Second Revised Sheet No. 729A

Superseding: First Revised Sheet No. 729A

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

unless invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith,  
modify Transporter otherwise agrees, it will have the right to immediately terminate or  
less than any provisions herein or of Attachment A that would allow Shipper to pay amounts  
the maximum applicable Tariff rate.

(ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time  
scheduled receipts and/or deliveries are initially sourced into the system, nominated,  
the and/or made, by any means or by operation of any Tariff mechanisms, with respect to  
other capacity obtained by, through or under the Agreement at points, or under conditions,  
remainder of than those specified herein or on Attachment A, then as of such date, and for the  
no less remainder of the Service Month in which such non-compliance occurred, or the  
limitation the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay  
and/or than the maximum applicable Tariff rates for service under the Agreement. This  
via shall not apply to the extent that Transporter has requested Shipper to receive  
deliver other than as specified herein or on Attachment A. Such request may be made  
e-mail, in writing, or via Internet Web Site posting, and the document in which such  
request is made shall be deemed to amend this Agreement to the extent applicable.

(iii)Regulatory Authority: This Agreement (including Attachment A) is subject to Section  
16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that  
this Agreement is subject to all valid and applicable federal and local laws and to the  
orders, rules and regulations of any duly constituted federal or local regulatory body or  
is governmental authority having jurisdiction. Any provision of this Agreement which  
determined by any court or regulatory body having jurisdiction to be invalid or  
unenforceable will be ineffective to the extent of such determination only, without  
invalidating, or otherwise affecting the validity of, the remaining provisions.

Unless the parties agree otherwise, if Transporter has made a good faith determination that  
a federal or local law, or order, rule or regulation of any governmental authority  
having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent  
with the terms specified herein or on Attachment A, or (2) conditions or prohibits the  
granting of selective discounts or other rates specified herein or on Attachment A, then  
any Transporter may provide notice that it intends to renegotiate the rates under the  
rate Agreement. If the parties fail to reach agreement within forty-five (45) days of  
herein renegotiation notice given pursuant to the terms of this paragraph, then: (1) the  
if provisions herein or on Attachment A shall be terminated, and the rate for service  
herein or under Attachment A shall be Transporter's applicable maximum Tariff rate, or (2)  
Transporter's applicable maximum Tariff rate is greater than the rate for service  
or on Attachment A, at the Shipper's option, the Agreement and any applicable

Attachment  
the  
provided,  
having or  
understanding  
Unless  
Agreement.  
letters  
future.  
be

A shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority asserting jurisdiction.

(iv) Entire Agreement: Attachment A, if applicable, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire of the parties relating to said matters as of the effective date stated therein. Otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by Attachment A and the Except as otherwise provided herein, all terms used herein with initial capital are so used with the respective meanings ascribed to them in Transporter's Tariff.

(v) Failure to Exercise Rights: Failure to exercise any right under Attachment A, if applicable, or the Agreement shall not be considered a waiver of such right in the No waiver of any default in the performance of Attachment A or the Agreement shall construed as a waiver of any other existing or future default, whether of a like or different character.

**Fourth Revised Sheet No. 729B** Fourth Revised Sheet No. 729B  
Superseding: Third Revised Sheet No. 729B

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

[(e) transaction, policy or transaction, the to pay Rates such such which Inability to Collect Negotiated Rates: If this Agreement covers a Negotiated Rate and Transporter is unable to collect Negotiated Rates due to a change in Commission rejection of the transaction by the Commission prior to or during the term of such then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for services. In such event, Transporter shall notify Shipper in writing of the requirement maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated under such transaction, Shipper shall have no more than thirty (30) days from the date of notification to give notice in writing of termination of the applicable Agreement, with termination to be effective no earlier than the end of the Month following the Month in such termination notice is received.]]

[5) OTHER PROVISIONS:

5.1) the GT&C Section collection of Shipper duly bind 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the such past due amounts including, but not limited to, attorneys' fees and court costs. hereby represents and warrants that the party executing this Agreement on its behalf is authorized and possesses all necessary corporate or other authority required to legally Shipper.

Tariff 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's shall apply with respect to third-party transportation?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
[If Yes, the terms and conditions of such third-party transportation are described [as follows:] [on Attachment A]]

5.3) Agreement(s) Service 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service between the parties?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
[If Yes, the Transportation Service Agreement(s) are described [as follows: ] [on Attachment A]]  
b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Agreement(s) between the parties?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
[If Yes, the Transportation Service Agreement(s) are described [as follows: ] [on Attachment A]]

of the 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 GT&C of Transporter's Tariff?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
[If Yes, the rights of Shipper hereunder are predicated upon the release of capacity at the rates and terms and conditions described in the award of such capacity][.][, as

subsequently

amended herein.]

5.5)

Does this Agreement include any other terms/provisions permitted by the Tariff?

Yes: \_\_\_\_\_ No \_\_\_\_\_

each such

[If Yes, those provisions (including a specific reference to the Tariff authority for

right to

provision) are [as follows:] [described on Attachment A]]

under this

[For firm wheeling (Rate Schedule PHS) agreements, Shipper [has][does not have] the

use an Aggregation Point in lieu of its Primary Receipt Point(s) as a Receipt Point

or

Agreement.]

[INSTRUCTIONS: If capacity committed under Agreement was created by construction of new

prior to

expanded facilities and special collateral or credit provisions, which were negotiated

construction in a precedent or other agreement, are to continue during term, insert the following:

5.6) This Agreement is subject to the collateral or credit provisions set forth on Attachment [A] [B], attached hereto.]

*Effective Date: 05/01/2010 Status: Effective*

*FERC Docket: RP10-567-000*

**Original Sheet No. 729C** Original Sheet No. 729C

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

[6] All modifications, amendments or supplements to the terms and provisions hereof shall be effected  
only by supplementary written (or electronic, to the extent Transporter permits or requires) consent  
of the parties.]

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

(d) Rate-Related Provisions:

on  
to  
that  
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collected  
greater  
under  
19.8 of  
retain  
amount

(i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or Attachment A in exchange for Shipper's agreement to forego credits or other benefits which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than represented by the agreed-upon rate. Accordingly, unless Transporter otherwise Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues by Transporter or Shipper if to do so would effectively result in a lower rate or economic benefit to Shipper; provided, however, that [for a Shipper taking service a discount or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate] [for a Shipper taking service under a Negotiated Rate agreement, Transporter and Shipper can agree pursuant to Section the General Terms and Conditions of Transporter's Tariff that Transporter will some or all of the capacity release credits to the extent those credits exceed the of the Shipper's invoiced demand component.] If the parties' agreement to the foregoing is determined

Effective Date: 03/18/2010 Status: Effective  
FERC Docket: RP10-383-000

**Fourth Revised Sheet No. 730** Fourth Revised Sheet No. 730  
Superseding: Third Revised Sheet No. 730

[FIRM (RATE SCHEDULE [FT])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

[FOR WRITTEN AGREEMENTS:

- 7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[SHIPPER'S NAME]

By:  
Name:  
Title:  
[Date:

By:  
Name:  
Title:  
[Date: ]

[Date: \_\_\_\_\_]

[FOR ELECTRONIC AGREEMENTS:

- 8) EXECUTION: [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including Attachment A] shall become effective.] [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Fourth Revised Sheet No. 731** Fourth Revised Sheet No. 731

Superseding: Third Revised Sheet No. 731

GENERAL TERMS AND CONDITIONS  
TO [FIRM ([RATE SCHEDULE [FT]])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT

1. This Agreement shall be subject to the provisions of Rate Schedule [FT] [PHS] as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with [Sections 2.1 and 2.2 of Rate Schedule [PHS] [FT] of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with [Sections 2.1 and 3.3 of Rate Schedule FT] [Sections 2.1 and 3.2 of Rate Schedule [PHS] of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUGF, or Alternate Fuel Retentions, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and



Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Fourth Revised Sheet No. 732** Fourth Revised Sheet No. 732

Superseding: Third Revised Sheet No. 732

GENERAL TERMS AND CONDITIONS  
TO [FIRM ([RATE SCHEDULE [FT]])][FIRM WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT

obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
10. In accordance with the form of credit application contained in the Tariff, Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-000*

**First Revised Sheet No. 733** First Revised Sheet No. 733 : Effective  
Superseding: Original Sheet No. 733

Sheet No. 733 is reserved for future use.

*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-001*

**Substitute First Revised Sheet No. 734** Substitute First Revised Sheet No. 734 : Effective  
Superseding: Original Sheet No. 734

Sheet No. 734 is reserved for future use.

Effective Date: 03/18/2010 Status: Effective

FERC Docket: RP10-383-000

**Third Revised Sheet No. 735** Third Revised Sheet No. 735

Superseding: Second Revised Sheet No. 735

ATTACHMENT A

TO [FIRM (RATE SCHEDULE [FT])] [FIRM WHEELING (RATE SCHEDULE

PHS)] TRANSPORTATION SERVICE AGREEMENT

Shipper:

[Shipper Name]

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

[Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.]

[Service Request Number: ]

TSA No.:

[Effective Date [of Attachment A] [of Agreement]]:

[Service Commencement Date of Agreement:]

[Primary Term End Date [of Attachment A] [of Agreement]]:

[Evergreen: [Yes] [No]]

Contract Demand: [Dth/D]

[Receipt Entitlement(s) ("RE"): \_\_\_\_\_ Pooling Area: \_\_\_\_\_ [Dth/D]]

Points and Rates:

[Effective as of the Effective Date above, this Attachment A amends and restates the TSA identified above.]

[Effective as of the Effective Date above, this Attachment A supplements the TSA identified above.]

Term of Rate:

[Negotiated Rate] [Discounted Rate]

[Describe terms of Negotiated or Discounted Rate as permitted by the Tariff and applicable Commission policy and precedent.]

Effective Date: 03/18/2010 Status: Effective

FERC Docket: RP10-383-000

**Second Revised Sheet No. 735A** Second Revised Sheet No. 735A

Superseding: First Revised Sheet No. 735A

ATTACHMENT A

PHS)] TRANSPORTATION SERVICE AGREEMENT TO [FIRM (RATE SCHEDULE [FT))][FIRM WHEELING (RATE SCHEDULE

[Other Provisions]

[Designate any receipt points applicable to transportation for storage injections.]

[Primary Delivery Point(s):

Maximum Delivery Obligation [(Dth/D)]]

[Executed by a duly authorized representative of each party hereto, in the space provided below:

CenterPoint Energy Gas Transmission  
Company

[Shipper Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
[Date: \_\_\_\_\_]

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

*Effective Date: 12/20/2008    Status: Effective*  
*FERC Docket: RP09-89-000*

**Sheet No. 736** Sheet No. 736

First Revised Sheet No. 736 is reserved for future use.

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**First Revised Sheet No. 737** First Revised Sheet No. 737  
Superseding: Original Sheet No. 737

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
TSA NO.: \_\_\_\_\_

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) SHIPPER INFORMATION:

[Shipper's Name: \_\_\_\_\_]

[See Attachment A hereto]

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY:

[Subpart G] [Subpart B]

3) TERM, CONTRACT LIMITATIONS, ACE AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, ACE and Receipt and Delivery Points for this Agreement shall be shown below or on Attachment A. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

[Term: [Effective Date:][Service Commencement Date:] \_\_\_\_\_  
Primary Term End Date: \_\_\_\_\_]

Evergreen/Term Extension? [Describe if applicable.]

Contract Demand (Dth/D):

Receipt Entitlement(s) (Dth/D):

[Primary] Receipt Point(s) (Dth/D):

Primary Delivery Point(s), Maximum Delivery Obligation (Dth/D), Accelerated Consumption Election:

[INSTRUCTIONS: Placement on page, number of pages, underlining, format and capitalization may vary. Multiple blanks may be used if needed, including as needed to show changes during term. If any of items in Sections 1-5 included on Attachment A, insert: "See Attachment A hereto." Also those items will appear on the award for a capacity release and/or electronic contracting transaction.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-468-001

**Second Revised Sheet No. 737A** Second Revised Sheet No. 737A  
Superseding: First Revised Sheet No. 737A

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

4) RATE: Unless provided otherwise in an Attachment A to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. [If Attachment A or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on Attachment A for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

(a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, shall be specified below or on Attachment A.  
[Negotiated Rate] [Discounted Rate]  
applicable [Describe terms of Negotiated or Discounted Rate as permitted by the Tariff and Commission policy and precedent.]

[INSTRUCTIONS: The following may be included for Negotiated Rate transactions if selected by the Shipper, and will permit such Shipper to use the designated alternative points on a secondary basis at the specified rate.]

[If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter requests Shipper to receive and/or deliver other than at the points specified above, then such points as designated by Transporter shall be deemed eligible for the rates and the period specified. Transporter may make such request via e-mail, in writing or via Internet Web Site posting and the document in which such request appears shall be deemed to amend this Agreement for the purposes hereof.]

(b) Authorized Overrun: [For discounted rate transactions: Any authorized overrun quantities shall be: \_\_\_\_\_.] [For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate described [on Attachment A.] [above.][describe if other]

(c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on Attachment A for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on Attachment A and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on Attachment A, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges [(including the EPC surcharge)] in such quantities or amounts



as  
penalties,  
Tariff.  
Tariff  
any month  
otherwise  
taxes  
therewith),  
unless

authorized from time to time by the Tariff and shall pay any applicable charges,  
surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the  
In any event, the rate in any Month shall never be below Transporter's applicable minimum  
rate for a discount rate transaction. [For a Negotiated Rate transaction, the rate in  
shall never be below Transporter's applicable minimum Tariff rate, unless Transporter  
agrees.] Transporter shall not be responsible for the payment and satisfaction of any  
assessed or levied on the receipt, transmission (and any activities in connection  
delivery, use and/or consumption with respect to Gas delivered or received by Shipper,  
Transporter agrees otherwise.

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

unless invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith,  
modify Transporter otherwise agrees, it will have the right to immediately terminate or  
less than any provisions herein or of Attachment A that would allow Shipper to pay amounts  
the maximum applicable Tariff rate.

(ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time  
receipts and/or deliveries are initially sourced into the system, nominated,  
scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to  
the capacity obtained by, through or under the Agreement at points, or under conditions,  
other than those specified herein or on Attachment A, then as of such date, and for the  
remainder of the Service Month in which such non-compliance occurred, or the  
no less the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay  
limitation than the maximum applicable Tariff rates for service under the Agreement. This  
and/or shall not apply to the extent that Transporter has requested Shipper to receive  
via deliver other than as specified herein or on Attachment A. Such request may be made  
e-mail, in writing, or via Internet Web Site posting, and the document in which such  
request is made shall be deemed to amend this Agreement to the extent applicable.

(iii) Regulatory Authority: This Agreement (including Attachment A) is subject to Section  
16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that  
this Agreement is subject to all valid and applicable federal and local laws and to the  
orders, rules and regulations of any duly constituted federal or local regulatory body or  
is governmental authority having jurisdiction. Any provision of this Agreement which  
determined by any court or regulatory body having jurisdiction to be invalid or  
unenforceable will be ineffective to the extent of such determination only, without  
invalidating, or otherwise affecting the validity of, the remaining provisions.

Unless the parties agree otherwise, if Transporter has made a good faith determination that  
a federal or local law, or order, rule or regulation of any governmental authority  
having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent  
with the terms specified herein or on Attachment A, or (2) conditions or prohibits the  
granting of selective discounts or other rates specified herein or on Attachment A, then  
any Transporter may provide notice that it intends to renegotiate the rates under the  
rate Agreement. If the parties fail to reach agreement within forty-five (45) days of  
herein renegotiation notice given pursuant to the terms of this paragraph, then: (1) the  
if provisions herein or on Attachment A shall be terminated, and the rate for service  
herein or under Attachment A shall be Transporter's applicable maximum Tariff rate, or (2)  
Attachment Transporter's applicable maximum Tariff rate is greater than the rate for service  
or on Attachment A, at the Shipper's option, the Agreement and any applicable

the  
provided,  
having or  
understanding  
Unless  
Agreement.  
letters  
future.  
be

A shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority asserting jurisdiction.

(iv) Entire Agreement: Attachment A, if applicable, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire of the parties relating to said matters as of the effective date stated therein. otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by Attachment A and the Except as otherwise provided herein, all terms used herein with initial capital are so used with the respective meanings ascribed to them in Transporter's Tariff.

(v) Failure to Exercise Rights: Failure to exercise any right under Attachment A, if applicable, or the Agreement shall not be considered a waiver of such right in the No waiver of any default in the performance of Attachment A or the Agreement shall construed as a waiver of any other existing or future default, whether of a like or different character.

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**First Revised Sheet No. 737C** First Revised Sheet No. 737C  
Superseding: Original Sheet No. 737C

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

[ (e) Inability to Collect Negotiated Rates: If this Agreement covers a Negotiated Rate transaction, and Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.]]

[5) OTHER PROVISIONS:

5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.

5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? [Yes][No][Describe terms and conditions if applicable.]

5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? [Yes] [No] [Describe, if applicable.]  
b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? [Yes] [No] [Describe, if applicable.]

5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? [Yes] [No] [Describe, if applicable.]

5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? [Yes] [No]  
[Describe the provision(s) if applicable (including a specific reference to the Tariff authority for each such provision).]  
[INSTRUCTIONS: If capacity committed under Agreement was created by construction of new or expanded facilities and special collateral or credit provisions, which were negotiated prior to construction in a precedent or other agreement, are to continue during term, insert the following:

5.6) This Agreement is subject to the collateral or credit provisions set forth on Attachment [A] [B], attached hereto.]

[6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.]

Effective Date: 12/20/2008 Status: Effective  
FERC Docket: RP09-89-000

**Original Sheet No. 737D** Original Sheet No. 737D

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

[FOR WRITTEN AGREEMENTS:

7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[SHIPPER'S NAME]

By:

Name:

Title:

[Date: \_\_\_\_\_]

By:

Name:

Title:

[Date: \_\_\_\_\_]

[FOR ELECTRONIC AGREEMENTS:

8) EXECUTION: [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including Attachment A] shall become effective.] [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**First Revised Sheet No. 737E** First Revised Sheet No. 737E  
Superseding: Original Sheet No. 737E

GENERAL TERMS AND CONDITIONS  
TO RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT

1. This Agreement shall be subject to the provisions of Rate Schedule EFT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule EFT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.2 of Rate Schedule EFT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUGF or Alternate Fuel Retentions, as applicable, retained.

8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this



Effective Date: 12/20/2008 Status: Effective  
FERC Docket: RP09-89-000

**Original Sheet No. 737F** Original Sheet No. 737F

GENERAL TERMS AND CONDITIONS  
TO RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT

Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

10. In accordance with the form of credit application contained in the Tariff, Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

Effective Date: 12/20/2008 Status: Effective  
FERC Docket: RP09-89-000

**Original Sheet No. 737G** Original Sheet No. 737G

ATTACHMENT A  
TO RATE SCHEDULE EFT TRANSPORTATION

SERVICE AGREEMENT

Shipper:

[Shipper Name]

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

[Transporter's wire transfer information and addresses for notices and payments shall be located on  
Transporter's Internet Web Site.]

[Service Request Number: ]

TSA No.:

[Effective Date [of Attachment A] [of Agreement]]:

[Service Commencement Date of Agreement:]

[Primary Term End Date [of Attachment A] [of Agreement]]:

[Evergreen:]

Contract Demand, Dth/D:

Receipt Entitlement(s) ("RE") Dth/D:

Points and Rates:

[Effective as of the Effective Date above, this Attachment A amends and restates the TSA identified  
above.]

[Effective as of the Effective Date above, this Attachment A supplements the TSA identified above.]

Term of Rate:

[Negotiated Rate]

[Discounted Rate]

[Describe terms of Negotiated or Discounted Rate as permitted by the Tariff and applicable Commission  
policy and precedent.]

Effective Date: 12/20/2008 Status: Effective  
FERC Docket: RP09-89-000

**Original Sheet No. 737H** Original Sheet No. 737H

ATTACHMENT A  
TO RATE SCHEDULE EFT TRANSPORTATION

SERVICE AGREEMENT

[Other Provisions]

Primary Delivery Point(s), Maximum Delivery Obligation, Dth/D, Accelerated Consumption Election:

[Executed by a duly authorized representative of each party hereto, in the space provided below:

CenterPoint Energy Gas Transmission  
Company

[Shipper Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
[Date: \_\_\_\_\_]]

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

RATE SCHEDULE EFT  
TRANSPORTATION SERVICE AGREEMENT  
(continued)

(d) Rate-Related Provisions:

on  
to  
benefits  
represented  
will  
pursuant  
Transporter  
discount  
Rate  
Terms  
the  
Shipper's  
determined

(i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or Attachment A in exchange for Shipper's agreement to forego credits or other benefits which Shipper would otherwise be entitled, but only to the extent such credits or would result in a greater economic benefit over the applicable term than that by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper not receive credits (with the exception of (1) penalty revenue credits provided to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that [for a Shipper taking service under a or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate] [for a Shipper taking service under a Negotiated agreement, Transporter and Shipper can agree pursuant to Section 19.8 of the General and Conditions of Transporter's Tariff that Transporter will retain some or all of capacity release credits to the extent those credits exceed the amount of the invoiced demand component.] If the parties' agreement to the foregoing is

*Effective Date: 01/01/2010   Status: Effective*  
*FERC Docket: RP10-206-000*

**Sheet No. 738** Sheet No. 738

The following sheet is reserved for future use.

Original Sheet No. 738

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**First Revised Sheet No. 739** First Revised Sheet No. 739  
Superseding: Original Sheet No. 739

[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
TSA NO.: \_\_\_\_\_

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[See Attachment A hereto]

[Address/Contact Information for Shipper:]

[Type of Entity/ State of Establishment]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY:

Part 284 [Subpart G] [Subpart B]

3) TERM, CONTRACT LIMITATIONS AND POINTS:

The term, Contract Demand, Receipt Entitlements, and Receipt and Delivery Points for this Agreement shall be shown below or on Attachment A. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

Term: [Effective Date][Service Commencement Date]: \_\_\_\_\_  
Primary Term End Date: \_\_\_\_\_

Evergreen? [Yes] [No] [INSTRUCTIONS: Complete as applicable]

Contract Demand (Dth/D):

Receipt Entitlement(s) (Dth/D):

[Primary] Receipt Point(s), [Receipt Quantity][Maximum Receipt Obligation] (Dth/D):

Primary Delivery Point(s), Maximum Delivery Obligation (Dth/D):

Minimum Flow Obligation(s): [INSTRUCTIONS: Complete as applicable]  
[INSTRUCTIONS: If related Linked Service Agreement(s) known at execution, identify by TSA No.]

[INSTRUCTIONS: Placement on page, number of pages, underlining format and capitalization may vary. Multiple blanks may be used if needed, including as needed to show changes during term. If any of items in Sections 1-5 included on Attachment A, insert: "See Attachment A hereto." Those items will appear on the award for a capacity release and/or electronic contracting transaction.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-468-001

**First Revised Sheet No. 739A** First Revised Sheet No. 739A  
Superseding: Original Sheet No. 739A

[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
[(continued)]  
TSA No.:

4) RATE: Unless provided otherwise in an Attachment A to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. [If Attachment A or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on Attachment A for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

(a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, shall be specified below or on Attachment A. [Negotiated Rate] [Discounted Rate]  
applicable [Describe terms of Negotiated or Discounted Rate as permitted by the Tariff and Commission policy and precedent.]

[INSTRUCTIONS: The following may be included for Negotiated Rate transactions if selected by the Shipper, and will permit such Shipper to use the designated alternative points on a secondary basis at the specified rate.]  
availability [If scheduled maintenance or other operational circumstances adversely affect the of primary firm capacity under the Agreement and Transporter requests Shipper to receive and/or deliver other than at the points specified above, then such points as designated by Transporter shall be deemed eligible for the rates and the period specified. Transporter may make such request via e-mail, in writing or via Internet Web Site posting and the document in which such request appears shall be deemed to amend this Agreement for the purposes hereof.]

(b) Authorized Overrun: [INSTRUCTIONS for discounted rate transactions: Any authorized quantities shall be: \_\_\_\_\_.] [INSTRUCTIONS for Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate described [on Attachment A.] [above.]] [INSTRUCTIONS: Complete as applicable.]

(c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on Attachment A for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on Attachment A and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun

Use and rates and maximum Tariff rates), except as specifically provided otherwise herein or on Attachment A, Shipper shall provide or pay and Transporter shall retain or charge Fuel penalties, LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, Tariff. surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. In any event, the rate in any Month shall never be below Transporter's applicable minimum any month rate for a discount rate transaction. [For a Negotiated Rate transaction, the rate in otherwise shall never be below Transporter's applicable minimum Tariff rate, unless Transporter taxes agrees.] Transporter shall not be responsible for the payment and satisfaction of any therewith), assessed or levied on the receipt, transmission (and any activities in connection delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.



[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
[(continued)]  
TSA No.:

unless invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith,  
modify Transporter otherwise agrees, it will have the right to immediately terminate or  
less than any provisions herein or of Attachment A that would allow Shipper to pay amounts  
the maximum applicable Tariff rate.

(ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time  
scheduled receipts and/or deliveries are initially sourced into the system, nominated,  
the and/or made, by any means or by operation of any Tariff mechanisms, with respect to  
other capacity obtained by, through or under the Agreement at points, or under conditions,  
remainder of than those specified herein or on Attachment A, then as of such date, and for the  
no less remainder of the Service Month in which such non-compliance occurred, or the  
limitation the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay  
and/or than the maximum applicable Tariff rates for service under the Agreement. This  
via shall not apply to the extent that Transporter has requested Shipper to receive  
deliver other than as specified herein or on Attachment A. Such request may be made  
e-mail, in writing, or via Internet Web Site posting, and the document in which such  
request is made shall be deemed to amend this Agreement to the extent applicable.

(iii) Regulatory Authority: This Agreement (including Attachment A) is subject to Section  
16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that  
this Agreement is subject to all valid and applicable federal and local laws and to the  
orders, rules and regulations of any duly constituted federal or local regulatory body or  
is governmental authority having jurisdiction. Any provision of this Agreement which  
determined by any court or regulatory body having jurisdiction to be invalid or  
unenforceable will be ineffective to the extent of such determination only, without  
invalidating, or otherwise affecting the validity of, the remaining provisions.

Unless the parties agree otherwise, if Transporter has made a good faith determination that  
a federal or local law, or order, rule or regulation of any governmental authority  
having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent  
with the terms specified herein or on Attachment A, or (2) conditions or prohibits the  
granting of selective discounts or other rates specified herein or on Attachment A, then  
any Transporter may provide notice that it intends to renegotiate the rates under the  
rate Agreement. If the parties fail to reach agreement within forty-five (45) days of  
herein renegotiation notice given pursuant to the terms of this paragraph, then: (1) the  
if provisions herein or on Attachment A shall be terminated, and the rate for service  
herein or under Attachment A shall be Transporter's applicable maximum Tariff rate, or (2)  
Transporter's applicable maximum Tariff rate is greater than the rate for service  
or on Attachment A, at the Shipper's option, the Agreement and any applicable

Attachment  
the  
provided,  
having or  
understanding  
Unless  
Agreement.  
letters  
future.  
be

A shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority asserting jurisdiction.

(iv) Entire Agreement: Attachment A, if applicable, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire of the parties relating to said matters as of the effective date stated therein. otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by Attachment A and the Except as otherwise provided herein, all terms used herein with initial capital are so used with the respective meanings ascribed to them in Transporter's Tariff.

(v) Failure to Exercise Rights: Failure to exercise any right under Attachment A, if applicable, or the Agreement shall not be considered a waiver of such right in the No waiver of any default in the performance of Attachment A or the Agreement shall construed as a waiver of any other existing or future default, whether of a like or different character.

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FERC Docket: RP10-567-000

**First Revised Sheet No. 739C** First Revised Sheet No. 739C  
Superseding: Substitute Original Sheet No. 739C

[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
[(continued)]  
TSA No.:

[(e) transaction, policy or transaction, the to pay Rates such such which  
Inability to Collect Negotiated Rates: If this Agreement covers a Negotiated Rate and Transporter is unable to collect Negotiated Rates due to a change in Commission rejection of the transaction by the Commission prior to or during the term of such then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for services. In such event, Transporter shall notify Shipper in writing of the requirement maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated under such transaction, Shipper shall have no more than thirty (30) days from the date of notification to give notice in writing of termination of the applicable Agreement, with termination to be effective no earlier than the end of the Month following the Month in such termination notice is received.]]

[5) OTHER PROVISIONS:

5.1) the GT&C Section collection of Shipper duly bind  
Payments shall be received by Transporter within the time prescribed by Section 14 of of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the such past due amounts including, but not limited to, attorneys' fees and court costs. hereby represents and warrants that the party executing this Agreement on its behalf is authorized and possesses all necessary corporate or other authority required to legally bind Shipper.

5.2) Tariff transportation.]  
Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's shall apply with respect to third-party transportation?  
[Yes] \_\_\_\_\_ [No] \_\_\_\_\_  
[INSTRUCTIONS: If Yes, describe the terms and conditions of such third-party

5.3) Agreement(s) Service  
a) Does this Agreement supersede and cancel a pre-existing Transportation Service between the parties?  
[Yes] \_\_\_\_\_ [No] \_\_\_\_\_  
[INSTRUCTIONS: If Yes, describe the Transportation Service Agreement(s).]  
b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Agreement(s) between the parties?  
[Yes] \_\_\_\_\_ [No] \_\_\_\_\_  
[INSTRUCTIONS: If Yes, describe the Transportation Service Agreement(s).]

5.4) of the of  
Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 GT&C of Transporter's Tariff?  
[Yes] \_\_\_\_\_ [No] \_\_\_\_\_  
[INSTRUCTIONS: If Yes, the rights of Shipper hereunder are predicated upon the release

capacity] [.] [, as capacity at the rates and terms and conditions described in the award of such  
subsequently amended herein.]

5.5) Does this Agreement include any other terms/provisions permitted by the Tariff?  
[Yes] \_\_\_\_\_ [No] \_\_\_\_\_  
Tariff [INSTRUCTIONS: If Yes, describe the provision(s) (including a specific reference to the  
authority for each such provision(s)).]  
or [INSTRUCTIONS: If capacity committed under Agreement was created by construction of new  
prior to expanded facilities and special collateral or credit provisions, which were negotiated  
construction in a precedent or other agreement, are to continue during term, insert the  
following:

5.6) This Agreement is subject to the collateral or credit provisions  
set forth on Attachment [A] [B], attached hereto.

6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected  
only by supplementary written (or electronic, to the extent Transporter permits or requires) consent  
of the parties.

Effective Date: 01/01/2010 Status: Effective  
FERC Docket: RP10-206-000

**Original Sheet No. 739D** Original Sheet No. 739D

[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
[(continued)]  
TSA No.:

[FOR WRITTEN AGREEMENTS:

7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[SHIPPER'S NAME]

By:  
Name:  
Title:  
[Date: \_\_\_\_\_]

By:  
Name:  
Title:  
[Date: \_\_\_\_\_]

[FOR ELECTRONIC AGREEMENTS:

8) EXECUTION: [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including Attachment A] shall become effective.] [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

Original Sheet No. 739E Original Sheet No. 739E

GENERAL TERMS AND CONDITIONS  
TO RATE SCHEDULE FT-2  
[AMENDED AND RESTATED] TRANSPORTATION SERVICE AGREEMENT  
(TSA No. \_\_\_\_\_)

1. This Agreement shall be subject to the provisions of Rate Schedule FT-2 as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT-2 of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.2 of Rate Schedule FT-2 of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUGF or Alternate Fuel Retentions, as applicable, retained.

8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this

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FERC Docket: RP10-206-000

**Original Sheet No. 739F** Original Sheet No. 739F

GENERAL TERMS AND CONDITIONS  
TO RATE SCHEDULE FT-2  
[AMENDED AND RESTATED] TRANSPORTATION SERVICE AGREEMENT  
(TSA No. \_\_\_\_\_)

Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

10. In accordance with the form of credit application contained in the Tariff, Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.



Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

**Original Sheet No. 739G** Original Sheet No. 739G

ATTACHMENT A  
TO RATE SCHEDULE FT-2 TRANSPORTATION

SERVICE AGREEMENT

TSA No.:

Shipper Name:

[INSTRUCTIONS: Complete items from Sections 1-5 of base TSA, as applicable.]

[Effective as of , this Attachment A amends and restates the TSA identified above.]

[Effective as of , this Attachment A supplements the TSA identified above.]

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

**Original Sheet No. 739H** Original Sheet No. 739H

ATTACHMENT A  
TO RATE SCHEDULE FT-2 TRANSPORTATION SERVICE AGREEMENT  
TSA No.:

[Other Provisions]

[Executed by a duly authorized representative of each party hereto, in the space provided below:

CenterPoint Energy Gas Transmission  
Company

[Shipper Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
[Date: \_\_\_\_\_]

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

[Date: \_\_\_\_\_]]

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

[AMENDED AND RESTATED]  
RATE SCHEDULE FT-2  
TRANSPORTATION SERVICE AGREEMENT  
[(continued)]  
TSA No.:

(d) Rate-Related Provisions:

on  
to  
benefits  
represented  
will  
pursuant  
Transporter  
discount  
Rate  
Terms  
the  
Shipper's  
determined

(i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or Attachment A in exchange for Shipper's agreement to forego credits or other benefits which Shipper would otherwise be entitled, but only to the extent such credits or would result in a greater economic benefit over the applicable term than that by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper not receive credits (with the exception of (1) penalty revenue credits provided to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that [for a Shipper taking service under a or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate] [for a Shipper taking service under a Negotiated agreement, Transporter and Shipper can agree pursuant to Section 19.8 of the General and Conditions of Transporter's Tariff that Transporter will retain some or all of capacity release credits to the extent those credits exceed the amount of the invoiced demand component.] If the parties' agreement to the foregoing is

*Effective Date: 01/01/2010    Status: Effective*

*FERC Docket: RP10-206-000*

**Sheet Nos. 740 - 741** Sheet Nos. 740 - 741

The following sheets are reserved for future use.

Original Sheet No. 740

Original Sheet No. 741

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Seventh Revised Sheet No. 742** Seventh Revised Sheet No. 742  
Superseding: Sixth Revised Sheet No. 742

[INTERRUPTIBLE (RATE SCHEDULE IT)][INTERRUPTIBLE WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: \_\_\_\_\_

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) SHIPPER INFORMATION:

[Shipper's Name: \_\_\_\_\_]

[See Attachment A hereto]

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: [Subpart G] [Subpart B]

3) TERM, QUANTITIES, RECEIPT AND DELIVERY POINTS:

The term, quantities, and Receipt and Delivery Points for this Agreement shall be [as follows:] [shown on Attachment A.]

[Term: [Effective Date:]]

[Primary Term End Date:]

Evergreen/Term Extension? [Yes] [No] Describe as applicable]

[Maximum Contract Quantity \_\_\_\_\_ Dth/D]

[Wheeling Maximum Quantity \_\_\_\_\_ Dth/\_\_\_\_]

[Receipt Point(s): \_\_\_\_\_ [Receipt Quantity: \_\_\_\_\_ (Dth/D)]

[For Wheeling Services:

Description of Perryville Hub Points:

[Shipper's Aggregation Point] [Receipt Points:] [Delivery Points:]

[Daily] [Hourly] Dth \_\_\_\_\_

[Daily] [Monthly] Dth \_\_\_\_\_]

4) RATE:

Unless provided otherwise herein, in an Attachment A and/or Rate Confirmation(s), which may be in writing or electronically via the Internet, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

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

Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the

GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to attorneys' fees and court costs. Shipper hereby represents and

warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.

[Shipper shall provide and pay Delhi Fuel Use, Wheeling LUFG, and/or Line CP LUFG, as applicable,  
allowances and charges to the extent required by CEGT's Tariff.]

[Other Tariff-permitted provisions]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Fourth Revised Sheet No. 743** Fourth Revised Sheet No. 743  
Superseding: Substitute Third Revised Sheet No. 743

GENERAL TERMS AND CONDITIONS  
To  
[INTERRUPTIBLE (RATE SCHEDULE IT)][INTERRUPTIBLE WHEELING (RATE SCHEDULE PHS)]  
TRANSPORTATION SERVICE AGREEMENT  
[TSA No.: \_\_\_\_\_]

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
4. This Agreement shall be subject to the provisions of Rate Schedule [IT] [PHS] as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
5. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. For wheeling service, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities authorized from time to time by Transporter.
8. For wheeling service, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, retained to the extent required by the Tariff.

9. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Storage Fuel Use and LUFG retained.

10. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.



Effective Date: 08/27/2008 Status: Effective

FERC Docket: RP08-456-000

**Third Revised Sheet No. 744** Third Revised Sheet No. 744

Superseding: Second Revised Sheet No. 744

GENERAL TERMS AND CONDITIONS

To

[INTERRUPTIBLE (RATE SCHEDULE IT)][INTERRUPTIBLE WHEELING (RATE SCHEDULE PHS)]

TRANSPORTATION SERVICE AGREEMENT

[TSA No.: \_\_\_\_\_]

11. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

12. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

13. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Second Revised Sheet No. 745** Second Revised Sheet No. 745  
Superseding: First Revised Sheet No. 745

ATTACHMENT A  
SUPPLEMENTING THE

[INTERRUPTIBLE (RATE SCHEDULE IT)][INTERRUPTIBLE WHEELING (RATE SCHEDULE PHS)][POOLING (RATE SCHEDULE PS)]

TRANSPORTATION SERVICE AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_

[DATED] [EFFECTIVE] \_\_\_\_\_  
(TSA NO. \_\_\_\_\_)

[Shipper] [Pool Manager] agrees to pay the rates specified on this Attachment A for performance of certain [gas transportation service] [Pool Transfer activities] under the Transportation Service Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) Description of Rates, Points, Quantities and Term:  
[Described below] [See Rate Confirmation]  
[Other tariff-permitted provisions]
- (b) General: In consideration for [Shipper's] [Pool Manager's] continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the [transportation rates and] [Pool Transfer] charges as defined above [for the specified services provided under the Agreement], only apply to [receipts from, and subsequent deliveries to, the Points of Receipt and Delivery] [Pool Transfers], quantities and/or time periods described herein. [In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff.] Except as specifically provided otherwise herein, [Shipper] [Pool Manager] shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. [In any event, the rate in any Month shall never be below Transporter's applicable minimum Tariff rate for a discount rate transaction.] [For a Negotiated Rate transaction, the rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees.] Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by [Shipper] [Pool Manager], unless Transporter agrees otherwise.
- (c) Rate-Related Provisions:
- (i) Consideration for Rate Granted: Transporter agrees to the rates defined by this Attachment A in exchange for [Shipper's] [Pool Manager's] agreement to forego credits or other benefits to which [Shipper] [Pool Manager] would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Attachment A than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, [Shipper] [Pool Manager] will not receive credits from rates, refunds or other revenues collected by Transporter or [Shipper] [Pool Manager] if to do so would effectively result in a lower rate or greater economic benefit to [Shipper] [Pool Manager] [; provided, however, that

for a  
any

Shipper taking service under a discount or recourse rate agreement, the rate in month shall never be above Transporter's applicable maximum Tariff rate].

(ii)  
shall  
shall  
of the  
understandings and  
any  
Except  
are so

Entire Agreement: This Attachment A and any applicable Rate Confirmation(s) supplement the Agreement with respect to the matters agreed to, and together constitute the entire understanding of the parties relating to said matters as effective date stated herein. All prior agreements, correspondence, representations are hereby superseded and replaced by this Attachment A and for applicable Rate Confirmation(s) and the Agreement unless otherwise specified. as otherwise provided herein, all terms used herein with initial capital letters used with the respective meanings ascribed to them in Transporter's Tariff.

*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-000*

**Sheet Nos. 748 - 755** Sheet Nos. 748 - 755 :    Effective

Sheet Nos. 748 through 755  
are reserved for future use.

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Third Revised Sheet No. 756** Third Revised Sheet No. 756  
Superseding: Second Revised Sheet No. 756

[AMENDED AND RESTATED]  
RATE SCHEDULE [NNTS] [FSS] [ISS] [RSS]  
TRANSPORTATION SERVICE AGREEMENT  
TSA NO.:

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("Transporter"), and \_\_\_\_\_, a [

type of entity]] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into [as of \_\_\_\_\_,] in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper:

Facsimile No.: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_

Address for Invoices to Shipper:

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) TERM, REGULATORY AUTHORITY AND QUANTITIES:

Term: [Effective Date] [Service Commencement Date:]  
[Must be April 1 for NNTS, FSS] [Must be June 1 for RSS except as provided  
in Rate Schedule or as pursuant to partial release]

Primary Term End Date: [Must be March 31 for NNTS, FSS, ISS] [Must be May 31 for RSS  
except as pursuant to partial release]

Evergreen/Term Extension? [Yes][No] Describe if applicable.]  
\_\_\_\_\_

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

Quantities:

[If NNTS:  
Contract Delivery Demand Dth/D  
Receipt Entitlement(s): Pooling Area Dth/D]

[If FSS:  
Maximum Storage Quantity Dth  
Maximum Injection Quantity Dth/D  
Maximum Deliverability Quantity Dth/D]

[If ISS:  
Interruptible Maximum Storage Quantity Dth]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Third Revised Sheet No. 757** Third Revised Sheet No. 757  
Superseding: Second Revised Sheet No. 757

[AMENDED AND RESTATED]  
RATE SCHEDULE \_\_\_\_\_  
TRANSPORTATION SERVICE AGREEMENT  
(TSA. No. \_\_\_\_\_)  
(continued)

[If RSS or release thereunder, as applicable:  
Maximum Daily Withdrawal Quantity Dth/D  
Maximum Seasonal Withdrawal Quantity Dth (MDWQ x 10 or 20)  
During Reverse Injection Period Only:  
Receipt Entitlement(s): Pooling Area Dth/D  
(total Receipt Entitlements cannot exceed MDIQ)

- 3) RECEIPT AND DELIVERY POINTS:  
[If FSS, ISS; state Not Applicable and omit remainder of section]
- Receipt Point(s) [\*]: [MRO] [Receipt Quantity] (Dth/D)
- [See Attachment B]
- [If NNTS, RSS: \*Absent designation of MRO's for any specific physical Point of Receipt,  
Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any  
specific quantities on Shipper's behalf at such point.]
- [If NNTS: [must designate which receipts applicable to flowing supplies.]  
[Shipper agrees that it will source its flowing supplies in accordance with  
Transporter's instructions.]

[If RSS: Storage Points of Withdrawal during Reverse Withdrawal Period only.  
Maximum Daily Withdrawal Quantity as provided in Rate Schedule RSS.]

Primary Delivery Point(s): Maximum Delivery Obligation (Dth/D)

[See Attachment B]

[RSS: During Reverse Withdrawal Period Only]

[If RSS: Storage Points of Injection during Reverse Injection Period Only.  
Maximum Daily Injection Quantity as provided in Rate Schedule RSS.]

- 4) RATE: Unless provided otherwise in an Attachment A to this Agreement in effect during the term  
of this Agreement or in a capacity release award, Shipper shall pay, or cause to be paid, to Transporter  
each month for all services provided hereunder the maximum applicable rate, and any other charges,  
fees,  
on file direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as  
and in effect from time to time, for each service rendered hereunder.

- 5) OTHER PROVISIONS:

5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of  
the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in  
Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the  
collection of such past due amounts including, but not limited to, attorneys' fees and court costs.  
Shipper hereby represents and warrants that the party executing this Agreement on its behalf is

duly  
bind authorized and possesses all necessary corporate or other authority required to legally  
Shipper.

Tariff 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's  
shall apply with respect to third-party transportation?  
Yes No  
[If Yes, describe terms and conditions of third-party transportation.]

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Second Revised Sheet No. 758** Second Revised Sheet No. 758

Superseding: First Revised Sheet No. 758

[AMENDED AND RESTATED]  
RATE SCHEDULE \_\_\_\_\_  
TRANSPORTATION SERVICE AGREEMENT  
(TSA No. \_\_\_\_\_)  
(continued)

5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties?  
Yes No  
[If Yes, identify the Transportation Service Agreement(s)]

Service b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Agreement(s) between the parties?  
Yes No  
[If Yes, identify the Transportation Service Agreement(s)]

5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff?  
Yes No  
[If Yes, the rights of Shipper hereunder are predicated upon the release of capacity at the rates and terms and conditions described in the award of such capacity][.][, as subsequently amended herein.]

5.5) Does this Agreement include any other terms/provisions permitted by the Tariff?  
Yes No  
[If Yes, state those provisions (including a specific reference to the Tariff authority for each such provision):  
.  
[INSTRUCTIONS: If capacity committed under Agreement was created by construction of new or expanded facilities and special collateral or credit provisions, which were negotiated prior to construction in a precedent or other agreement, are to continue during term, insert the following:  
5.6) This Agreement is subject to the collateral or credit provisions set forth on Attachment [A] [B], attached hereto.]

6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

[FOR WRITTEN AGREEMENTS:]

[7) SIGNATURE: This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any attachment referenced herein, all of which are incorporated herein by reference and made part of this Agreement.]

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[SHIPPER'S NAME]

By:  
Name:  
Title:  
Date:

By:  
Name:  
Title:  
Date:



[FOR ELECTRONIC AGREEMENTS:]

- [8] EXECUTION: Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Third Revised Sheet No. 759** Third Revised Sheet No. 759  
Superseding: Second Revised Sheet No. 759

GENERAL TERMS AND CONDITIONS  
TO THE [AMENDED AND RESTATED] AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)

1. This Agreement shall be subject to the provisions of Rate Schedule [NNTS] [FSS] [ISS] [RSS] as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, for firm agreements, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party

hereto, shall be entitled to the Rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

6. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder (including payback of, and/or removal or withdrawal of parked or stored, quantities) nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.

7. [If NNTS: In accordance with Sections 2.1 and 2.2 of Rate Schedule NNTS of Transporter's Tariff, subject to the provisions of the Tariff, any quantity limitations set forth in the Agreement, and other provisions of this Agreement, Transporter shall receive, transport, store and/or deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Third Revised Sheet No. 760** Third Revised Sheet No. 760  
Superseding: Second Revised Sheet No. 760

GENERAL TERMS AND CONDITIONS  
TO THE [AMENDED AND RESTATED] AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)  
(continued)

subject [If RSS: In accordance with Sections 2.1 and 2.2 of Rate Schedule RSS of Transporter's Tariff, to the provisions of the Tariff, any quantity limitations set forth in the Agreement, and as set forth in the Rate Schedule, and other provisions of this Agreement, Transporter shall withdraw, transport and deliver or receive, transport and inject, for the account of Shipper for the purposes contemplated herein, during the periods permitted under the Rate Schedule on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]

of [If FSS: In accordance with Sections 2.1 and 2.2 of Rate Schedule FSS, subject to the provisions the Tariff, and other provisions of this Agreement, Transporter shall inject, less Storage Fuel and LUFG, store and withdraw, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]

of [If ISS: In accordance with Sections 2.1 and 2.2 of Rate Schedule ISS, subject to the provisions the Tariff, and other provisions of this Agreement, Transporter shall inject, less Storage Fuel Use and LUFG, store and withdraw, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]

8. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

9. In accordance with the form of credit application contained in the Tariff, Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

10. References in this Agreement, or any Attachment hereto, to a specific Rate Schedule (or section thereof) or section of the GT&C of Transporter's Tariff shall be deemed to include any successor provisions, as applicable.

11. [If NNTS: In accordance with Sections 2.2 and 5.3 of Rate Schedule NNTS, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, retained.]

[If RSS: In accordance with Sections 2.2 and 5.2 of Rate Schedule RSS, during the Reverse

Withdrawal

Period, Gas shall be transported from Storage Points of Withdrawal and delivered to the Primary Point(s) of Delivery, less Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, retained, on the terms shown in this Agreement, and during the Reverse Injection Period, Gas shall be tendered to

Transporter hereunder at the Point(s) of Receipt on the terms shown in this Agreement, for transportation to and injection at Storage Points of Injection.]

[If FSS or ISS, do not include.]

Effective Date: 05/01/2010 Status: Effective  
FERC Docket: RP10-567-000

**Third Revised Sheet No. 761** Third Revised Sheet No. 761  
Superseding: Second Revised Sheet No. 761

[\_\_\_\_\_ SUPERSEDING]  
ATTACHMENT A  
TO THE [AMENDED AND RESTATED] AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_  
(TSA NO. \_\_\_\_\_)  
[DATED \_\_\_\_\_]  
(continued)

Shipper agrees to pay the rates specified on this Attachment A for performance of certain gas transportation service under the Transportation Service Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Shipper's continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to [Exclude if FSS or ISS: receipts from, and subsequent deliveries to, the Points of Receipt and Delivery,] quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG and/or Storage Fuel Use and LUFG, as applicable, allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. In any event, the rate in any Month shall never be below Transporter's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.
- (b) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be: [If FSS or ISS: Not applicable.]
- (c) Description of Rate: Negotiated Rate \_\_\_\_\_ Discounted Rate \_\_\_\_\_ (Designate one)  
[Describe terms of discounted or Negotiated Rate as permitted by the Tariff, and applicable Commission policy and precedent.]  
[If RSS, describe Reservation Fee Billing Option, if applicable.]
- (d) Term of Rate: Begin Date(s): \_\_\_\_\_  
End Date(s): \_\_\_\_\_
- (e) Authorized Overrun: [For discounted rate transactions:] [Unless Transporter agrees otherwise, any authorized overrun quantities shall be at \_\_\_\_\_.]  
[For Negotiated Rate transactions:] [Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate described in this Attachment A.]

[For NNTS: Not applicable.]

Effective Date: 09/01/2006 Status: Effective  
FERC Docket: RP06-433-000

**Second Revised Sheet No. 762** Second Revised Sheet No. 762 : Effective  
Superseding: First Revised Sheet No. 762

[ \_\_\_\_\_ SUPERSEDING]  
ATTACHMENT A  
TO THE [AMENDED AND RESTATED] AGREEMENT BETWEEN CEGT  
AND [DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)  
(continued)

(f) Rate-Related Provisions:

(i) Consideration for Rate Granted: Transporter agrees to the rates specified in Attachment A in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the term of Attachment A than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that (1) for a Shipper taking service under a discount or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate, and (2) Transporter and a Shipper taking service under a Negotiated Rate agreement can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the determined Shipper's invoiced demand component. If the parties' agreement to the foregoing is any invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify provisions of Attachment A that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.

(ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on Attachment A, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein or on Attachment A. Such request may be made via e-mail, in writing, or via Internet Web Site posting, and the document in which such request is made shall be deemed to amend this Agreement to the extent applicable.



(iii) Regulatory Authority: Attachment A is subject to Section 16 of the GT&C of  
Transporter's valid and applicable federal and local laws and to the orders, rules and regulations of any  
duly constituted federal or local regulatory body or governmental authority having  
jurisdiction. Any provision of Attachment A which is determined by any court or regulatory body having  
jurisdiction to be invalid or unenforceable will be ineffective to the extent of such  
determination only, without invalidating, or otherwise affecting the validity of, the  
remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith  
determination that a federal or local law, or order, rule or regulation of any  
governmental authority having or asserting jurisdiction (1) requires performance by Transporter that  
is inconsistent with the terms of Attachment A, or (2) conditions or prohibits the granting  
of selective discounts or other rates specified in paragraph (c) of Attachment A, then  
Transporter may provide notice that it intends to renegotiate Attachment A. If the parties fail to  
reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the  
terms of this paragraph, then: (1) the rate provisions of Attachment A shall be terminated,  
and the rate for service under Attachment A shall be Transporter's applicable maximum Tariff  
rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service  
under Attachment A, at the Shipper's option, the Agreement and Attachment A shall terminate.  
The effective date of this renegotiation or termination shall be first day of the month  
following the end of the 45-day renegotiation period; provided, however, that the effective date  
will comply with the requirements of the applicable federal or local law, or order, rule or  
regulation of any governmental authority having or asserting jurisdiction.

Effective Date: 09/01/2006 Status: Effective  
FERC Docket: RP06-433-000

**Second Revised Sheet No. 763** Second Revised Sheet No. 763 : Effective  
Superseding: First Revised Sheet No. 763

[ \_\_\_\_\_ SUPERSEDING]  
ATTACHMENT A  
TO THE [AMENDED AND RESTATED] AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)  
(continued)

(iv) Entire Agreement: Attachment A shall supplement the Agreement with respect to the matters agreed to, and together (along with any applicable Electronic Contracting Access Agreement) shall constitute the entire understanding of the parties relating to said matters as of the effective date stated herein. All prior agreements, correspondence, understandings and representations (other than any applicable Electronic Contracting Access Agreement) are hereby superseded and replaced by Attachment A and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.

(v) Failure to Exercise Rights: Failure to exercise any right under Attachment A or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of Attachment A or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

[(g) Inability to Collect Negotiated Rates: If this Attachment A covers a Negotiated Rate transaction, and Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.]

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

SHIPPER:

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[NAME OF SHIPPER]

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

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

[EFFECTIVE \_\_\_\_\_, SUPERSEDES [ \_\_\_\_\_ SUPERSEDING] ATTACHMENT A]

Effective Date: 02/01/2008 Status: Effective  
FERC Docket: RP08-132-000

**Third Revised Sheet No. 764** Third Revised Sheet No. 764 : Effective  
Superseding: Second Revised Sheet No. 764

[\_\_\_\_\_] SUPERSEDING]  
ATTACHMENT B  
TO THE AGREEMENT BETWEEN CEGT  
AND  
[DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)

Receipt Point(s) [\*]: [MRO] [Receipt Quantity] [(Dth/D)]

[If NNTS, RSS: \*Absent designation of MRO's for any specific physical Point of Receipt,  
Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any  
specific quantities on Shipper's behalf at such point.]

[If NNTS: [Must designate which receipts applicable to flowing supplies.]  
[Shipper agrees that it will source its flowing supplies in accordance with  
Transporter's instructions.]]

[If RSS: Storage Points of Withdrawal during Reverse Withdrawal Period only.  
Maximum Daily Withdrawal Quantity as provided in Rate Schedule RSS.]

Primary Delivery Point(s): Maximum Delivery Obligation [(Dth/D)]

[RSS: During Reverse Withdrawal Period Only]

[If RSS: Storage Points of Injection during Reverse Injection Period Only.  
Maximum Daily Injection Quantity as provided in Rate Schedule RSS.]

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

SHIPPER:

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[NAME OF SHIPPER]

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

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

[EFFECTIVE

, SUPERSEDES [

SUPERSEDING] ATTACHMENT B]

*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-001*

**Sheet Nos. 765 - 769** Sheet Nos. 765 - 769 : Effective

The following Sheet Nos. are reserved for future use.

First Revised Sheet No. 765  
First Revised Sheet No. 766  
First Revised Sheet No. 767  
First Revised Sheet No. 768  
First Revised Sheet No. 769

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 766 Original Sheet No. 766 : Superseded

FORM OF TRANSPORTATION SERVICE AGREEMENT  
(Continued)

EXHIBIT A  
Page 1 of 2

TO THE AGREEMENT BETWEEN CEGT

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

Rate Schedule: [NNTS] [FSS] [ISS] [RSS] [RSS Transport Release] [RSS Storage Release]

Term: Begin: \_\_\_\_\_ [Must be April 1 for NNTS, FSS] [Must be June 1 for RSS except as provided in Rate Schedule or as pursuant to partial release]

End: \_\_\_\_\_ [Must be March 31 for NNTS, FSS, ISS] [Must be May 31 for RSS except as pursuant to partial release]

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

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

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

[If RSS or release thereunder, as applicable:  
Maximum Daily Withdrawal Quantity \_\_\_\_\_ Dth/d  
Maximum Seasonal Withdrawal Quantity \_\_\_\_\_ Dth (MDWQ x 10 or 20)  
Receipt Entitlements(s): (designate Dth/d for each but total cannot exceed MDIQ ÷ 30)]

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

Notices To Shipper:

Address for Notices to Shipper: \_\_\_\_\_

Address for Notices to Transporter: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Address for Invoices to Shipper: \_\_\_\_\_

Address for Payments to Transporter: \_\_\_\_\_

*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-000*

**Sheet Nos. 767 - 769** Sheet Nos. 767 - 769 : Effective

The following Sheet Nos. are reserved for future use.

First Revised Sheet No. 767

First Revised Sheet No. 768

First Revised Sheet No. 769

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 768 Original Sheet No. 768 : Superseded

TRANSPORTATION SERVICE AGREEMENT  
(continued)

EXHIBIT B

POINT(S) OF RECEIPT

RECEIPT POINTS BY POOLING AREA [RSS: During Reverse Injection Period Only]

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

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

[Specific Points]  
[Pools]

[If NNTS, must designate which receipts applicable to flowing supplies.]  
[If RSS: Storage Points of Withdrawal during Reverse Withdrawal Period Only.  
Maximum Daily Withdrawal Quantity as provided in Rate Schedule RSS.]

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

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

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

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

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

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

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the  
parties' execution of such document) the terms of this Exhibit shall become  
effective.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 769** Original Sheet No. 769 : Superseded

TRANSPORTATION SERVICE AGREEMENT  
(Continued)

EXHIBIT C

POINT(S) OF DELIVERY

DELIVERY POINTS {RSS: During Reverse Withdrawal Period Only]

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

[If RSS: Storage Points of Injection during Reverse Injection Period Only.  
Maximum Daily Injection Quantity as provided in Rate Schedule RSS.]

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

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

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

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

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

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

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the  
parties' execution of such document) the terms of the Exhibit shall become  
effective.



Effective Date: 11/01/2008 Status: Effective  
FERC Docket: RP08-622-000

**Second Revised Sheet No. 770** Second Revised Sheet No. 770  
Superseding: First Revised Sheet No. 770

FORM OF  
POOLING SERVICE AGREEMENT

THIS POOLING AGREEMENT ("Agreement"), effective as of the date below, by and between  
CENTERPOINT ENERGY GAS TRANSMISSION COMPANY ("Transporter" or "CEGT")) and Pool Manager.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties  
hereto  
agree as follows:

Pool Manager:

Effective Date:

Term: This Agreement shall be effective as of the date above and shall continue until  
the end  
of such Month, and Month-to-Month thereafter, unless and until terminated by either party upon ten (10)  
Days  
written notice (or electronically via the Internet as permitted or required by Transporter) to the other  
party.  
Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist  
to  
cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due  
hereunder, and any portions of this Agreement necessary to accomplish such purposes shall be deemed to  
survive  
to the extent required.

Notices: Notices under this Agreement shall be in writing (or provided electronically  
via the  
Internet to the extent Transporter permits or requires) and shall be considered as having been given if  
hand-  
delivered or, if received, when mailed by U.S. Mail, postage prepaid, to Transporter at the addresses  
[below]  
[provided on Transporter's Internet Web Site], and to Pool Manager at the address provided [below] [to  
Transporter], until changed by written notice.

[Notices to Transporter:

Notices to Pool Manager:

Payments:

Notices:

E-Mail: \_\_\_\_\_]

Rate Schedule: Service hereunder shall be provided on a fully interruptible basis  
pursuant to  
Rate Schedule PS and this Agreement, with the exception of the firm Pool Transfer option, and shall be  
subject  
to the provisions of such Rate Schedule as well as the General Terms and Conditions set forth in  
Transporter's  
Tariff (as on file and in effect from time to time), all of which by this reference are made a part  
hereof. All  
terms used in this Agreement with capital letters shall have the meanings ascribed to them in  
Transporter's  
Tariff.

Rate: Unless provided otherwise on an Attachment A to this Agreement and/or a Rate  
Confirmation  
or as otherwise posted on Transporter's Internet Web Site, Pool Manager shall pay to Transporter the  
maximum  
applicable rate as well as any and all charges, fees, taxes, assessments or surcharges provided for in  
Rate  
Schedule PS or otherwise in Transporter's Tariff.

Credit: Pool Manager agrees that any representations and agreements contained in any  
credit  
application submitted in connection with this service shall be incorporated herein by reference and made  
a part  
hereof.

Consent of Parties: All modifications, amendments or supplements to the terms and provisions hereof shall be made by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

Assignments: This Agreement shall not be assigned by Pool Manager in whole or in part, without Transporter's prior written (or electronic) consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Pool Manager to others contrary to the provisions hereof, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

[Other Provisions]

Effective Date: 09/01/2006 Status: Effective  
FERC Docket: RP06-433-000

**First Revised Sheet No. 771** First Revised Sheet No. 771 : Effective  
Superseding: Original Sheet No. 771

FORM OF  
POOLING SERVICE AGREEMENT  
(continued)

[FOR WRITTEN AGREEMENTS:  
POOL MANAGER

TRANSPORTER

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_]

[FOR ELECTRONIC AGREEMENTS:  
Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document)  
the terms of this Agreement shall become effective.]

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Sheet Nos. 772 - 782** Sheet Nos. 772 - 782 :    Effective

Sheet Nos. 772 through 782  
are reserved for future use.

Effective Date: 08/27/2008 Status: Effective  
FERC Docket: RP08-456-000

**First Revised Sheet No. 783** First Revised Sheet No. 783  
Superseding: Original Sheet No. 783

FORM OF PREDETERMINED ALLOCATION AGREEMENT

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

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

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

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

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

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Original Sheet No. 784** Original Sheet No. 784 :    Effective

FORM OF PREDETERMINED ALLOCATION AGREEMENT  
(continued)

General Terms and Conditions. The applicable provisions of this Agreement shall be suspended as necessary to allow Shippers utilizing the interconnection locations specified on Exhibit A to comply with any Operational Flow Order issued by CEGT.

CEGT shall have the right to terminate this Agreement immediately in the event that it deems PDA Operator's Imbalance at any time to be excessive and to take such other action as CEGT may deem appropriate to alleviate such Imbalance. Either party shall have the right to terminate this Agreement at any time upon forty-eight (48) hours written notice or electronic notice via the Internet as permitted or required by CEGT; provided, however, that termination shall not relieve either party of any obligations that might otherwise exist to cash-out or correct any Imbalance hereunder and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive to the extent required.

[Other Provisions]

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY

By:  
Title:

PDA OPERATOR

By:  
Title:

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Original Sheet No. 785** Original Sheet No. 785 :    Effective

FORM OF PREDETERMINED ALLOCATION AGREEMENT  
(continued)

EXHIBIT A

Interconnection Location(s)

Effective Date: 05/01/2010 Status: Effective

FERC Docket: RP10-567-000

**Fifth Revised Sheet No. 786** Fifth Revised Sheet No. 786

Superseding: Fourth Revised Sheet No. 786

RATE SCHEDULE PHS SERVICE AGREEMENT (PARK/LOAN)

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

THIS AGREEMENT is made effective as of the date below by and between CENTERPOINT ENERGY GAS TRANSMISSION COMPANY, a Delaware Corporation, hereinafter called "Transporter", and Shipper (defined below). In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1) SHIPPER INFORMATION:  
[Shipper's Name: \_\_\_\_\_]  
[See Attachment A hereto]  
[Address/Contact Information for Shipper:]  
[Type of Entity] [State of Establishment]  
Transporter's wire transfer information and addresses for notices and payments shall be located on

Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284 [Subpart B] [Subpart G]  
3) TERM: [See Attachment A] [Effective Date: \_\_\_\_\_] End Date: \_\_\_\_\_ Evergreen/Term Extension?  
[Yes] [No] [Describe if applicable.]

4) QUANTITIES, POINTS, SERVICE and RATE:  
[See Attachment A]  
[Park] [Loan]  
[Maximum Aggregate Quantity] [Maximum Aggregate Quantity]  
[(MAQ Park) \_\_\_\_\_ Dth] [(MAQ Loan) \_\_\_\_\_ Dth]  
[[Maximum] [Minimum] Quantities] [[Maximum] [Minimum] Quantities]

[Other TSA No(s): \_\_\_\_\_]

[Points:

Removal of

[Parking [ID No.] Quantity (Dth/\_\_\_\_) Date(s)] [Parked Quantities Quantity (Dth/\_\_\_\_) [ID No.]] [Date(s)]

\_\_\_\_\_] \_\_\_\_\_

Return of

[Loaning [ID No.] Quantity (Dth/\_\_\_\_) [Date(s)] [Loaned Quantities Quantity (Dth/\_\_\_\_) [ID No.]] [Date(s)]

\_\_\_\_\_] \_\_\_\_\_

RATE:

Unless Transporter agrees otherwise in an Attachment A or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate and any applicable Tariff penalties, charges, fees or assessments. Shipper shall not at any time pay less than the minimum applicable Tariff rate.

[Rate (\$/Dth): Activity \_\_\_\_\_ Inventory \_\_\_\_\_] [Rates and Clarifications:

\_\_\_\_\_]

[Advance Fee (if any): \_\_\_\_\_] [See Attachment A]

[AutoPAL option elected: \_\_\_\_ Yes \_\_\_\_ No; See Rates and Clarifications]

[Nomination Balancing Service option elected: \_\_\_\_ Yes \_\_\_\_ No]

[The rates herein apply only to the services described above, including without limitation, the quantities, points and dates stated above.] [Negotiated Rates apply per Section 12.3, GT&C of CEGT's

Tariff.]

5) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

6) Other Provisions: In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees or assessments.

[7)] [Other Tariff-permitted provisions]



Effective Date: 03/18/2010 Status: Effective  
FERC Docket: RP10-383-000

**Original Sheet No. 786A** Original Sheet No. 786A

RATE SCHEDULE PHS SERVICE AGREEMENT (PARK/LOAN)  
TSA No. \_\_\_\_\_

[FOR WRITTEN AGREEMENTS:

Please sign below and return this agreement to the fax number provided above. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

[SHIPPER]

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

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_]

[FOR ELECTRONIC AGREEMENTS: [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.]

Effective Date: 08/27/2008 Status: Effective

FERC Docket: RP08-456-000

**Second Revised Sheet No. 787** Second Revised Sheet No. 787

Superseding: First Revised Sheet No. 787

GENERAL TERMS AND CONDITIONS  
ATTACHMENT TO RATE SCHEDULE PHS TSA (PARK/LOAN)

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.

2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.

3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.

4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.

5. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.

6. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

7. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to

the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

8. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

9. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.

Effective Date: 03/18/2010 Status: Effective  
FERC Docket: RP10-383-000

**Second Revised Sheet No. 787A** Second Revised Sheet No. 787A  
Superseding: First Revised Sheet No. 787A

ATTACHMENT A  
SUPPLEMENTING THE  
RATE SCHEDULE PHS (PARK/LOAN)  
TRANSPORTATION SERVICE AGREEMENT BETWEEN CEGT  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA NO. \_\_\_\_\_)

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[Address/Contact Information for Shipper:]

[Type of Entity] [State of Establishment]

2) TERM:

[Effective Date: \_\_\_\_\_ End Date: \_\_\_\_\_] [Evergreen Yes] [No] [If yes, describe: \_\_\_\_\_]

3) QUANTITIES, POINTS, SERVICE AND RATE:

[[Maximum Aggregate Quantity] [[Maximum Aggregate Quantity]

[(MAQ Park) \_\_\_\_\_ Dth] [(MAQ Loan) \_\_\_\_\_ Dth]

[[Maximum] [Minimum] Quantities] [[Maximum] [Minimum] Quantities]]

[Other TSA No(s): \_\_\_\_\_]

[Points:

Removal of

[Date(s)] [Parking [ID No.]Quantity (Dth/\_\_\_\_) [Date(s)]Parked Quantities Quantity (Dth/\_\_\_\_) [ID No.]

\_\_\_\_\_]

Return of

[Date(s)] [Loaning [ID No.]Quantity (Dth/\_\_\_\_) [Date(s)]Loaned Quantities Quantity (Dth/\_\_\_\_) [ID No.]

\_\_\_\_\_]

[Rate (\$/Dth): Activity \_\_\_\_\_ Inventory \_\_\_\_\_]

[Advance Fee (if any): \_\_\_\_\_]

[AutoPAL option elected: \_\_\_\_ Yes \_\_\_\_ No; See Rates and Clarifications]

[Nomination Balancing Service option elected: \_\_\_\_ Yes \_\_\_\_ No]

[Rates and Clarifications: \_\_\_\_\_]

[For Written Agreements:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

[SHIPPER]:

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[NAME OF SHIPPER]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_]

[For Electronic Agreements: Upon CEGT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.] Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including Attachment A] shall become effective.]

[For Electronic Agreements: Upon Shipper's receipt of confirmation and unless Shipper notifies CEGT in writing within [ ], the terms of the confirmation shall become effective unless CEGT otherwise agrees.]

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-433-000

**Second Revised Sheet No. 788** Second Revised Sheet No. 788 : Effective

Superseding: First Revised Sheet No. 788

AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT

This Agreement, between CenterPoint Energy Gas Transmission Company ("CEGT") ("Transporter") and the parties indicated below, is entered into in accordance with the following terms and conditions. Agent will act as Shipper's Agent for services provided by CEGT, under CEGT's Tariff, pursuant to the Transportation Service Agreement(s) (hereafter "Agreement(s)") except as may be provided below).

[('Shipper')] [('Agent')] Information:	[('Agent')] [('Sub-Agent')] Information:
Company Name	Company Name
[ Attn:]	[Attn:]
[ Street Address]	[Street Address]
[ City , State, Zip Code]	[City, State, Zip Code]
[ Phone:]	[Phone:]
[ Fax:]	[Fax:]
[ E-mail:]	[E-mail:]

Agency Effective Date:

Agency Applicable to: All Transportation Service Agreements (1)  
OR  
Transportation Service Agreement(s) No(s): [Identify TSAs] (1)

YES (2)	NO (2)	
_____	_____	a) Submitting nominations and notices (3)
_____	_____	b) Submitting service requests
_____	_____	c) Negotiating agreements
_____	_____	d) Executing and amending agreements
_____	_____	e) Requesting AutoNom service (3)
_____	_____	f) All capacity release activities except as described in item "g" below.
_____	_____	g) Changing primary points in connection with a capacity release
_____	_____	h) Viewing and accessing meter statement(s) related to Shipper (3)
_____	_____	i) Viewing/receiving/accessing Shipper's invoices and other invoice-related information (3)
_____	_____	j) Paying invoices related to the Transportation Service Agreement(s) (not cash-out invoices) (3)
_____	_____	k) Viewing/receiving/accessing reports, invoices and other information related to Shipper's imbalances only (3) (4)
_____	_____	l) Paying Shipper's cash-out invoices (3) (4)
_____	_____	m) Requesting posting of imbalance quantities and arranging/performing imbalance netting and/or trading (3) (4)
_____	_____	n) Agent may assign this Agreement following at least five (5) days prior written notice to Transporter and Shipper.
_____	_____	o) Agent shall have the right to appoint a Sub-Agent. In case of conflict between Agent's and Sub-Agent's Agency/Asset Manager Agreements, the terms of the Agent's Agency/Asset Manager Agreement shall control.

- (1) If neither is indicated, All Transportation Service Agreement(s) is presumed.  
(2) If neither is indicated, "NO" is presumed.  
(3) Agency must be effective as of the first day of a month or effective date of the Transportation Service Agreement.  
(4) Agency must be applicable to all of Shipper's Agreements (cannot have different Agents for individual Transportation Service Agreements).

If Agent to pay on behalf of Shipper:

- ° CEGT shall make any cash balancing (subject to exceptions described above), refund, penalty revenue crediting and other payments it may be required to make for Shipper's account during the term of this Agency/Asset Manager Authorization Agreement directly to Agent; and
- ° Shipper shall remain primarily responsible for payment of invoices.

[Describe other terms, if applicable]

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-433-000

**First Revised Sheet No. 789** First Revised Sheet No. 789 : Effective

Superseding: Original Sheet No. 789

AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT  
(Continued)

CEGT shall be entitled to rely on Agent's actions with respect to the Agreement(s). Shipper agrees to indemnify, defend and hold harmless CEGT from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorneys' fees and court costs incurred by CEGT, whether related to the collection of any amounts due under the Agreement(s) or otherwise) resulting from CEGT's reliance on Agent, including, but not limited to, actions taken by CEGT pursuant to Agent's action or inaction under the Agreement(s). Shipper shall remain liable to CEGT for all of its obligations as Shipper under the Agreement(s), and CEGT shall have no duty, liability or responsibility whatsoever to Agent.

In all cases, notices given to Agent shall be deemed given to Shipper.

This Agency/Asset Manager Authorization Agreement may be terminated at any time by Shipper or Agent and may be terminated by CEGT in the event that Agent fails to perform under this Agreement, but no such termination shall be effective until the first day of the month following the expiration of a five (5) day period, after CEGT's receipt of written notice of such termination, unless otherwise agreed. This Agency/Asset Manager Authorization Agreement shall automatically terminate upon the effective date of an Agency/Asset Manager Authorization Agreement appointing a replacement Agent for the Agreement(s).

This Agreement and all modifications to its terms and provisions shall be effected by [written] [electronic] consent of the parties.

[For Written Agreements: If the foregoing is acceptable, please indicate by having an authorized officer execute and return to the undersigned by either mail or fax.]

TRANSPORTER:  
CENTERPOINT ENERGY GAS TRANSMISSION COMPANY

By:

[('SHIPPER')] [('AGENT')]:

By:  
Name:  
Title:  
Date:

[('AGENT')] [('SUB-AGENT')]:

By:  
Name:  
Title:  
Date:

[For Electronic Agreements: Upon [CEGT's acceptance of this document] (which shall constitute the parties' execution of such document) the terms hereof shall become effective.]

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-206-000

**Third Revised Sheet No. 790** Third Revised Sheet No. 790

Superseding: Second Revised Sheet No. 790

CENTERPOINT ENERGY GAS TRANSMISSION COMPANY ('CEGT')

TRANSACTION CONFIRMATION

[INTERRUPTIBLE (RATE SCHEDULE IT)][INTERRUPTIBLE WHEELING (RATE SCHEDULE PHS)]  
[FIRM POOL TRANSFER (RATE SCHEDULE PS)][INTERRUPTIBLE POOL TRANSFER (RATE SCHEDULE PS)]

[TSA][PSA] No.: \_\_\_\_\_

[Transaction Confirmation No.: \_\_\_\_\_]

[Shipper:][Pool

Manager:] \_\_\_\_\_

\_\_\_\_\_  
Description of Rates, Points, Quantity and Term:

[INSTRUCTIONS: Describe if Linked Firm Service Option is applicable including linked FT-2 TSA No.]

[Other tariff-permitted provisions]

[For Written Agreements:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER: [SHIPPER] [POOL MANAGER]:

CENTERPOINT ENERGY GAS TRANSMISSION  
COMPANY

[NAME OF SHIPPER OR POOL MANAGER]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_]

[For electronic confirmations, the terms of Attachment A and, if applicable, the Transportation Service Agreement for the above specified Rate Schedule [as posted on CEGT's website] shall be incorporated by reference herein.]

[For electronic confirmations, upon [Shipper's] [Pool Manager's] receipt of confirmation and unless [Shipper] [Pool Manager] notifies CEGT within [ ], the terms of this confirmation shall become effective.]



*Effective Date: 09/01/2006    Status: Effective*

*FERC Docket: RP06-433-001*

**Sheet Nos. 791 - 798** Sheet Nos. 791 - 798 :    Effective

Sheet Nos. 791 through 798  
are reserved for future use.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 799 Original Sheet No. 799 : Effective

ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ [specify corporation or other entity type], with offices at \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, [specify corporation or other entity type] with offices at \_\_\_\_\_ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable

as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a Functional Acknowledgment, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit(s). Each party shall be responsible for services needed to carry out its responsibilities under this agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

## Section 2. Transmissions

### 2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

### 2.3 Functional Acknowledgment and Response Document

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgment, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 801 Original Sheet No. 801 : Effective

### Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit(s); and

[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

### 3.5 Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 802 Original Sheet No. 802 : Effective

Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_ [specify state, commonwealth, province, etc.] of \_\_\_\_\_, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may

change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.



Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 803** Original Sheet No. 803 : Effective

4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
Parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
Time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

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

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

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 804** Original Sheet No. 804 : Effective

EXHIBIT \_\_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

1. Contact Information:  
Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province/Commonwealth: \_\_\_\_\_  
Zip/Postal Code: \_\_\_\_\_  
Attention [Name, Title]: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Legal Entity Common Code (D-U-N-S (Number)): \_\_\_\_\_  
  
Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province/Commonwealth: \_\_\_\_\_  
Zip/Postal Code: \_\_\_\_\_  
Attention [Name, Title]: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Legal Entity Common Code D-U-N-S (Number): \_\_\_\_\_
2. Special Allocation Costs if Any: \_\_\_\_\_

\_\_\_\_\_  
(A registered trademark of Dun & Bradstreet Corporation)

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 805 Original Sheet No. 805 : Effective

EXHIBIT \_\_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

3. Communication Specifics:

Company Name: \_\_\_\_\_

EDI Contact Phone Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): \_\_\_\_\_

Basic Authentication User id: \_\_\_\_\_

Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

Is the "transaction set" supported in the HTTP envelope (Yes/No)? \_\_\_\_\_

Company Name: \_\_\_\_\_

EDI Contact Phone Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): \_\_\_\_\_

Basic Authentication User id: \_\_\_\_\_

Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

Is the "transaction set" supported in the HTTP envelope (Yes/No)? \_\_\_\_\_

[Parties should execute a separate Exhibit for each different URL.]

FERC Docket: RP03-239-000

**Original Sheet No. 806** Original Sheet No. 806 : Effective

EXHIBIT \_\_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER

## AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (DATE)

4. Transaction Sets:

Complete table for all applicable transaction sets (Refer to the NAESB Home Page ([www.naesb.org](http://www.naesb.org)) for the current list of transaction set numbers and document names).

SENDING PARTY'S

RECEIVING PARTY'S

TRANSACTION	NATURAL GAS	ISA			ISA		
Functional							
SET NUMBER	DOCUMENT NAME	Qualifier	ISA ID	GS ID	Qualifier	ISA ID	GS ID
Acknowledgment		Frame (minutes)					

(FA) Or Response

document (RD) Supported?

[illegible]

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 807 Original Sheet No. 807 : Effective

EXHIBIT \_\_\_\_\_

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls

referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.1 Public Encryption Key Exchange Procedures:

- a) Contact for public encryption key exchange (emergency and scheduled)  
\_\_\_\_\_
- b) Method of contact and related information (phone number and/or e-mail address)  
\_\_\_\_\_
- c) Chosen electronic method of key exchange  
\_\_\_\_\_
- d) Scheduled public encryption key exchange procedures including frequency  
\_\_\_\_\_
- e) Emergency public encryption key exchange procedures  
\_\_\_\_\_
- f) Verification procedures to confirm appropriate exchange of public encryption keys  
\_\_\_\_\_
- g) Other  
\_\_\_\_\_

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

**Original Sheet No. 808** Original Sheet No. 808 : Effective

EXHIBIT

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED

TO BE EFFECTIVE (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

10. Confidential Information: (See Section 3.4 If no limitation has been agreed upon, enter "None.")

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name:

Company Name:

By:

By:

Printed Name:

Printed Name:

Title:

Title:

*Effective Date: 02/28/2003    Status: Effective*

*FERC Docket: RP03-239-000*

**Original Sheet No. 809** Original Sheet No. 809 :    Effective

Sheet Nos. 809 through 819  
are reserved for future use.

*Effective Date: 04/01/2006    Status: Effective*

*FERC Docket: RP96-200-152*

**First Revised Sheet No. 820** First Revised Sheet No. 820 : Effective  
Superseding: Original Sheet No. 820

Sheet No. 820 is reserved for future use.



*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP96-200-107*

**First Revised Sheet No. 821** First Revised Sheet No. 821 : Effective

Superseding: Original Sheet No. 821

Sheet No. 821 is reserved for future use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 822** First Revised Sheet No. 822 : Effective  
Superseding: Original Sheet No. 822

Sheet No. 822 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*

*FERC Docket: RP96-200-125*

**First Revised Sheet No. 823** First Revised Sheet No. 823 : Effective

Superseding: Original Sheet No. 823

Sheet No. 823 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 824** First Revised Sheet No. 824 : Effective  
Superseding: Original Sheet No. 824

Sheet No. 824 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 825** First Revised Sheet No. 825 : Effective  
Superseding: Original Sheet No. 825

Sheet No. 825 is reserved for future

use.

Effective Date: 02/28/2003 Status: Effective  
 FERC Docket: RP03-239-000

Original Sheet No. 826 Original Sheet No. 826 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 3/ 4/ 5/ 6/	Contract Demand 7/	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	-----
Bibler Bros. of interconnection Lumber Co. CEGT's transmission and the facilities of Energy Arkla, a division Energy Resources, Corp, Russellville, AR where deliveries the account of Shipper	1001227	FT \$0.205/Dth (expressed as unit rate at an assumed 100% load factor)	1,500 Dth	South Pooling Area North Pooling Area Neutral Pooling Area West 2 Pooling Area West 1 Pooling Area 1/	At the point between facilities Reliant of Reliant near are made for

- 1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.
- 2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction.
- 3/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.
- 4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any contracting member of the AGC, then Shipper shall continue to pay the agreed-to rates.
- 5/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.
- 6/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement. Agreed-to rates shall apply if CD increased per Tariff to meet plant requirements.
- 7/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.
- 8/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

*Effective Date: 06/07/2004    Status: Effective*

*FERC Docket: RP96-200-125*

**First Revised Sheet No. 827** First Revised Sheet No. 827 : Effective

Superseding: Original Sheet No. 827

Sheet No. 827 is reserved for future

use.

*Effective Date: 10/01/2004    Status: Effective*  
*FERC Docket: RP96-200-131*

**First Revised Sheet No. 828** First Revised Sheet No. 828 : Effective  
Superseding: Original Sheet No. 828

Use.

Sheet No. 828 is Reserved for Future



*Effective Date: 07/02/2004    Status: Effective*  
*FERC Docket: RP96-200-124*

**First Revised Sheet No. 829** First Revised Sheet No. 829 : Effective  
Superseding: Original Sheet No. 829

Sheet No. 829 reserved for future use.

*Effective Date: 07/02/2004    Status: Effective*  
*FERC Docket: RP96-200-124*

**First Revised Sheet No. 830** First Revised Sheet No. 830 : Effective  
Superseding: Original Sheet No. 830

Sheet No. 830 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 831** First Revised Sheet No. 831 : Effective  
Superseding: Original Sheet No. 831

Sheet No. 831 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 832** First Revised Sheet No. 832 : Effective  
Superseding: Original Sheet No. 832

Sheet No. 832 is reserved for future

use.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 833 Original Sheet No. 833 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s)	2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/		
-----	-----	-----	-----	-----
GEO Specialty	1000662	FT	800 Dth/D	1/
Shipper's Plant		\$ .2618/Dth (through 3/31/02)		
Chemicals Inc.				
No. 282346		\$ .2318/Dth (remainder of term)		

DRN

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ( AGC ) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge CEGT rates, CEGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively)

any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 834 Original Sheet No. 834 : Effective

STATEMENT OF NEGOTIATED RATES  
(continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s) 2/ 12/		Rate 3/ 4/ 5/ 6/ 11/ 12/		
-----	-----	-----	-----	-----
GEO Specialty	1000662	FT	800 Dth/D	1/
Shipper's Plant		\$ .2618/Dth (through 3/31/02)		
Chemicals Inc.				
No. 282346		\$ .2318/Dth (remainder of term)		

DRN

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

*Effective Date: 03/01/2005    Status: Effective*

*FERC Docket: RP96-200-136*

**First Revised Sheet No. 835** First Revised Sheet No. 835 : Effective  
Superseding: Original Sheet No. 835

use.

Sheet No. 835 is reserved for future



*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 836** First Revised Sheet No. 836 : Effective  
Superseding: Original Sheet No. 836

Sheet No. 836 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 837** First Revised Sheet No. 837 : Effective  
Superseding: Original Sheet No. 837

Sheet No. 837 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 838** First Revised Sheet No. 838 : Effective  
Superseding: Original Sheet No. 838

Sheet No. 838 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 839** First Revised Sheet No. 839 : Effective  
Superseding: Original Sheet No. 839

Sheet No. 839 is reserved for future

use.

*Effective Date: 07/02/2004    Status: Effective*  
*FERC Docket: RP96-200-124*

**First Revised Sheet No. 840** First Revised Sheet No. 840 : Effective  
Superseding: Original Sheet No. 840

Sheet No. 840 is reserved for future

use.

*Effective Date: 07/02/2004    Status: Effective*  
*FERC Docket: RP96-200-124*

**First Revised Sheet No. 841** First Revised Sheet No. 841 : Effective  
Superseding: Original Sheet No. 841

Sheet No. 841 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 842** First Revised Sheet No. 842 : Effective  
Superseding: Original Sheet No. 842

Sheet No. 842 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 843** First Revised Sheet No. 843 : Effective  
Superseding: Original Sheet No. 843

Sheet No. 843 is reserved for future

use.



*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 844** First Revised Sheet No. 844 : Effective  
Superseding: Original Sheet No. 844

Sheet No. 844 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*

*FERC Docket: RP96-200-125*

**First Revised Sheet No. 845** First Revised Sheet No. 845 : Effective

Superseding: Original Sheet No. 845

Sheet No. 845 is reserved for future

use.

*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP96-200-109*

**First Revised Sheet No. 846** First Revised Sheet No. 846 : Effective

Superseding: Original Sheet No. 846

Sheet No. 846 is reserved for future use.

*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP96-200-109*

**First Revised Sheet No. 847** First Revised Sheet No. 847 : Effective

Superseding: Original Sheet No. 847

Sheet No. 847 is reserved for future use.

*Effective Date: 07/02/2004    Status: Effective*  
*FERC Docket: RP96-200-124*

**First Revised Sheet No. 848** First Revised Sheet No. 848 : Effective  
Superseding: Original Sheet No. 848

Sheet No. 848 is reserved for future

use.

*Effective Date: 06/07/2004    Status: Effective*  
*FERC Docket: RP96-200-125*

**First Revised Sheet No. 849** First Revised Sheet No. 849 : Effective  
Superseding: Original Sheet No. 849

Sheet No. 849 is reserved for future

use.

Effective Date: 05/20/2010 Status: Effective

FERC Docket: RP10-751-000

**Sheet Nos. 850 - 879** Sheet Nos. 850 - 879

The following sheets are reserved for future use:

First Revised Sheet No. 850  
Second Revised Sheet No. 851  
Second Revised Sheet No. 852  
Second Revised Sheet No. 853  
Second Revised Sheet No. 854  
Second Revised Sheet No. 855  
Second Revised Sheet No. 856  
Second Revised Sheet No. 857  
Second Revised Sheet No. 858  
Second Revised Sheet No. 859  
Second Revised Sheet No. 860  
Fifth Revised Sheet No. 861  
Fourth Revised Sheet No. 862  
First Revised Sheet No. 863  
Second Revised Sheet No. 864  
Second Revised Sheet No. 865  
Third Revised Sheet No. 866  
Second Revised Sheet No. 867  
First Revised Sheet No. 868  
First Revised Sheet No. 869  
First Revised Sheet No. 870  
First Revised Sheet No. 871  
First Revised Sheet No. 872  
First Revised Sheet No. 873  
First Revised Sheet No. 874  
First Revised Sheet No. 875  
First Revised Sheet No. 876  
First Revised Sheet No. 877  
First Revised Sheet No. 878  
Second Revised Sheet No. 879

*Effective Date: 04/01/2005    Status: Effective*

*FERC Docket: RP96-200-141*

**First Revised Sheet No. 851** First Revised Sheet No. 851 : Effective

Superseding: Original Sheet No. 851

Sheet 851 is reserved for future use.



*Effective Date: 04/01/2005    Status: Effective*

*FERC Docket: RP96-200-141*

**First Revised Sheet No. 852** First Revised Sheet No. 852 : Effective  
Superseding: Original Sheet No. 852

Sheet No. 852 is reserved for future use.

*Effective Date: 04/01/2005    Status: Effective*

*FERC Docket: RP96-200-141*

**First Revised Sheet No. 853** First Revised Sheet No. 853 : Effective  
Superseding: Original Sheet No. 853

Sheet No. 853 is reserved for future use.

*Effective Date: 11/01/2004    Status: Effective*  
*FERC Docket: RP96-200-142*

**First Revised Sheet No. 854** First Revised Sheet No. 854 : Effective  
Superseding: Original Sheet No. 854

Sheet No. 854 is reserved for future

use.

*Effective Date: 11/01/2003    Status: Effective*

*FERC Docket: RP96-200-116*

**First Revised Sheet No. 855** First Revised Sheet No. 855 : Effective

Superseding: Original Sheet No. 855

Sheet No. 855 is reserved for future use.

*Effective Date: 11/01/2003    Status: Effective*

*FERC Docket: RP96-200-116*

**First Revised Sheet No. 856** First Revised Sheet No. 856 : Effective

Superseding: Original Sheet No. 856

Sheet No. 856 is reserved for future use.

*Effective Date: 08/01/2005    Status: Effective*

*FERC Docket: RP96-200-143*

**First Revised Sheet No. 857** First Revised Sheet No. 857 : Effective

Superseding: Original Sheet No. 857

Sheet No. 857 is reserved for future

use.

*Effective Date: 08/01/2005    Status: Effective*

*FERC Docket: RP96-200-143*

**First Revised Sheet No. 858** First Revised Sheet No. 858 : Effective  
Superseding: Original Sheet No. 858

Sheet No. 858 is reserved for future use.

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP96-200-100*

**First Revised Sheet No. 859** First Revised Sheet No. 859 : Effective  
Superseding: Original Sheet No. 859

use.

Sheet No. 859 is reserved for future



*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP96-200-100*

**First Revised Sheet No. 860** First Revised Sheet No. 860 : Effective

Superseding: Original Sheet No. 860

Sheet No. 860 is reserved for future

use.

*Effective Date: 07/02/2004    Status: Effective*

*FERC Docket: RP96-200-124*

**Fourth Revised Sheet No. 861** Fourth Revised Sheet No. 861 : Effective

Superseding: Third Revised Sheet No. 861

Sheet No. 861 is reserved for future

use.

*Effective Date: 12/18/2003    Status: Effective*

*FERC Docket: RP96-200-117*

**Third Revised Sheet No. 862** Third Revised Sheet No. 862 :    Effective

Superseding: Substitute Second Revised Sheet No. 862

Sheet No. 862 is reserved for future use.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 863 Original Sheet No. 863 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Quantities	Receipt Point(s)
Delivery Point(s)	3/	Rates	4/, 5/, 6/	
-----	-----	-----	-----	-----
Duke Energy	1002755	FT	50,000 Dth/D 1/	South Pooling Area
Shipper's electric generating				
Hot Springs,	1002908	FT	48,000 Dth/D 2/	Neutral Pooling Area
plant located off CEGT's Line AC				
L.L.C.				
Hot Spring County, AR				in

1/ Contract Demand; service commences July 1.

2/ Contract Demand; service contracted for recurring periods (May-October only) of each year through 2022.

3/ CEGT constructed delivery facilities under automatic blanket authorization.

4/ For TSA No. 1002755: Reservation Charge is \$3.9543; Commodity Rate is \$0.03/Dth. For TSA No. 1002908: Reservation Charge is \$0.9125; Commodity Rate is \$0.03/Dth during 1:00-7:00 p.m., \$0.28/Dth during other times.

5/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

6/ Unless otherwise agreed, rates applicable only to agreed-to points, quantities and periods.

7/ Shipper also has contracted for RS IT and RS PHS (PALS) discounted service.

8/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to transactions.

*Effective Date: 01/29/2007    Status: Effective*

*FERC Docket: RP96-200-166*

**Sheet Nos. 864 - 879** Sheet Nos. 864 - 879 : Effective

The following Sheet Nos. are reserved for future use:

Second Revised Sheet No. 864  
Second Revised Sheet No. 865  
Third Revised Sheet No. 866  
Second Revised Sheet No. 867  
First Revised Sheet No. 868  
First Revised Sheet No. 869  
First Revised Sheet No. 870  
First Revised Sheet No. 871  
First Revised Sheet No. 872  
First Revised Sheet No. 873  
First Revised Sheet No. 874  
First Revised Sheet No. 875  
First Revised Sheet No. 876  
First Revised Sheet No. 877  
First Revised Sheet No. 878  
Second Revised Sheet No. 879

*Effective Date: 11/01/2005    Status: Effective*

*FERC Docket: RP96-200-145*

**First Revised Sheet No. 865** First Revised Sheet No. 865 : Superseded  
Superseding: Original Sheet No. 865

future use.

Sheet No. 865 is reserved for

*Effective Date: 11/01/2005    Status: Effective*

*FERC Docket: RP96-200-145*

**Second Revised Sheet No. 866** Second Revised Sheet No. 866 : Superseded  
Superseding: First Revised Sheet No. 866

use.

Sheet No. 866 is reserved for future

*Effective Date: 05/23/2006    Status: Effective*

*FERC Docket: RP96-200-153*

**First Revised Sheet No. 867** First Revised Sheet No. 867 : Superseded

Superseding: Original Sheet No. 867

Sheet No. 867 is reserved for future use.



Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 868 Original Sheet No. 868 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	
St. Vincent of interconnection Health System - CEGT's transmission St. Vincent Infirmary and the facilities of Medical Center Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003102	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	786 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 869 Original Sheet No. 869 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
St. Vincent of interconnection Health System - CEGT's transmission St. Vincent and the facilities of Doctor's Hospital Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003103	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	208 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 870 Original Sheet No. 870 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	
St. Vincent of interconnection Health System - CEGT's transmission St. Vincent Sherwood and the facilities of	1003104	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	100 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for
Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility					

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 871 Original Sheet No. 871 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Remington Arms of interconnection Company, Inc. CEGT's transmission and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003101	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	705 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 872 Original Sheet No. 872 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Central Arkansas of interconnection Veterans Health CEGT's transmission System - John L. and the facilities of McClellan Veteran's Energy Arkla, a division Administration Energy Resources Corp.	1003099	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	307 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for
Rock, AR where deliveries use in Shipper's facility					

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 873 Original Sheet No. 873 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Central Arkansas of interconnection Veterans Health CEGT's transmission System - Fort and the facilities of Roots Veteran's Energy Arkla, a division Administration Energy Resources Corp.  Rock, AR where deliveries use in Shipper's facility	1003100	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	749 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 874 Original Sheet No. 874 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist CEGT's transmission Health Medical and the facilities of Center - Little Energy Arkla, a division Rock Energy Resources Corp.  Rock, AR where deliveries use in Shipper's facility	1003105	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	850 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 875 Original Sheet No. 875 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist CEGT's transmission Health Medical and the facilities of Center - North Energy Arkla, a division Little Rock Energy Resources Corp.  Rock, AR where deliveries use in Shipper's facility	1003106	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	250 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.



Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 876 Original Sheet No. 876 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist CEGT's transmission Health Eye and the facilities of Center Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003107	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	35 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 877 Original Sheet No. 877 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist CEGT's transmission Health Laundry and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003108	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	85 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 02/28/2003 Status: Effective

FERC Docket: RP03-239-000

Original Sheet No. 878 Original Sheet No. 878 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	-----
Baptist Health of interconnection System -Parkway CEGT's transmission Village and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003109	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	119 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

*Effective Date: 01/01/2005    Status: Effective*

*FERC Docket: RP96-200-134*

**First Revised Sheet No. 879** First Revised Sheet No. 879 : Superseded  
Superseding: Original Sheet No. 879

Sheet No. 879 is reserved to future use.

Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP96-200-130

First Revised Sheet No. 880 First Revised Sheet No. 880 : Effective

Superseding: Original Sheet No. 880

					STATEMENT OF NEGOTIATED RATES
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth)	Maximum Contract Quantity	Reservation Charge
Commodity	Receipt Point (s)	Delivery Point (s) (5)		(Dth/Day) (1)	(\$/Dth/Month)
(\$/Dth)					
Hot Spring Power	1002891	FT	80,000		\$2.58542 (2)
\$0.03 (3)	West 1 Pooling Area	Point to be constructed			
Company, L.L.C.	West 2 Pooling Area	off Line BT-1-B at or			
	1002896	IT	120,000		
See (4) below	Neutral Pooling Area	near Shipper's			
	North Pooling Area	proposed electric	40,000		
	South Pooling Area	generating plant in			
		Hot Spring County, AR			
		MRT @ Glendale			
		TETCO @ Donaldson			

NGPL @ Hot Spring

(1) For Period 1 (August 1, 2003 to Service Commencement Date under FT TSA No. 1002891) and Period 2 (for fifteen (15) Years thereafter), respectively.

(2) If pressure at Primary Delivery Point falls below 640 psig target level for reasons other than force majeure, or except during issuance of an OFO, for any consecutive 48-hour period, thereafter and continuing until target pressure level restored, Reservation Charge (calculated on an assumed 100% load factor unit

basis) to be reduced to zero for each Dth nominated and scheduled (up to MDO) which unable to deliver or receive solely because of pressure level below target.

(3) The Commodity Rate applicable under FT TSA to those Secondary Delivery Points identified below shall be based on the index prices ("Index Prices") for the applicable daily Midpoint prices for delivery to the pipeline(s) for the area indicated, as reflected in "Gas Daily" (published by Financial Times Energy), for

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

The applicable Index Spread for a particular Secondary Delivery Point, delivery Day and source of receipt shall be (a) the positive difference (if any) between

the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value (if Compressor Fuel charges or retentions apply to the applicable

deliveries). The Compressor Fuel Value shall be calculated by multiplying the Index Price applicable to the delivery Day for the source of the receipts by the

applicable Compressor Fuel percentage (Fuel Use + LUFG percentages), as authorized and in effect

from time to time by Transporter's Tariff, and then adding the

applicable Electric Power Cost charge to that product.

(1) The Index Price listed below for such Secondary Delivery Point.

(2) The Index Price, listed below for such source of receipts delivered to such Secondary Delivery Point.

Subject to the other requirements and conditions of the Rate Agreement, the Commodity Rate applicable to gas transported under the FT Agreement to a particular

Secondary Delivery Point on a particular Day shall consist of: (i) the first \$0.03 of the

applicable Index Spread for such Secondary Delivery Point, such

delivery Day and the applicable source of receipts; plus (ii) 25% of the next \$0.1134, if any, of such Index Spread amount (greater than \$0.03 but up to and

including \$0.1434); plus (iii) 75% of such Index Spread amount in excess of \$0.1434. In any event, however, the applicable Commodity Rate for these purposes

shall never be below \$0.03 per Dth.

Applicable Secondary Delivery Points Quantity Caps Index Price (published Midpoint)

Source of Receipts	Index Price (published Midpoint)		
ANR @ Custer		40 Mdth/Day	ANR (Oklahoma)
West 1 and West 2	Oklahoma Panhandle Tx.-Okla.		
Panhandle Eastern @ Custer		40 Mdth/Day	PEPL (Oklahoma)

Pooling Areas	CenterPoint (North/South) (Oklahoma)	
	SONAT @ Perryville	25 Mdth/Day
Neutral, North and South		SONAT (Louisiana-Onshore South)
	Texas Gas @ Perryville	25 Mdth/Day
Pooling Areas		Texas Gas (entire Z1) (E. Texas-
		North Louisiana Area)
	Trunkline @ Perryville	25 Mdth/Day
	Texas Eastern @ Perryville	25 Mdth/Day
South)		Trunkline E. La. (Louisiana-Onshore South)
		Texas Eastern (E. La.) (Louisiana-Onshore

If capacity released, Shipper pays Transporter for any agreed-to Commodity Rate Charges not paid by the replacement Shipper.

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Second Revised Sheet No. 881 Second Revised Sheet No. 881

Superseding: First Revised Sheet No. 881

					STATEMENT OF NEGOTIATED RATES	
		Contract	Rate	Contract	Maximum	
Shipper Name	Receipt	Number	Schedule	Demand (Dth)	Contract	Reservation
Commodity	Point(s)		Delivery Point(s) (5)		Quantity	Charge
					(Dth/Day) (1)	(\$/Dth/Month)
Hot Spring Power		1002891	FT	80,000		\$2.58542 (2)
\$0.03(3)	West 1 Pooling Area		Point to be constructed			
Company, L.L.C.	West 2 Pooling Area		off Line BT-1-B at or			
	1002896		IT	120,000		
See (4) below	Neutral Pooling Area		near Shipper's	40,000		
	North Pooling Area		proposed electric			
	South Pooling Area		generating plant in			
			Hot Spring County, AR			
			MRT @ Glendale			
			TETCO @ Donaldson			
			NGPL @ Hot Spring			

(4) The rate applicable under the IT TSA for deliveries to the plant up to 120,000 Dth/Day during Period 1 and up to 40,000 Dth/Day for the remainder of the term shall be unit rates ("Transmission Allowance") applicable to the specified receipts as follows:

West 1 Pools and Additional Individual Receipt Points (AIRPs)	\$0.065/Dth	North Pools
and AIRPs	\$0.065/Dth	
West 2 Pools and AIRPs	\$0.055/Dth	South Pools
and AIRPs	\$0.045/Dth*	
Neutral Pools and AIRPs	\$0.045/Dth	Perryville
Hub Receipt Points	\$0.035/Dth	

\* Excluding receipts from the TETCO @ Donaldson and NGPL @ Hot Spring points for which the applicable rate shall be \$0.015/Dth for the entire term hereof (not subject to the market index adjustment mechanism) so long as in excess of the applicable minimum rate.

Following Year 8, the above rates shall be adjusted (either up or down but never to a level below said rates shown immediately above) to the extent applicable

based on the Year to Year percentage change (using the immediately preceding two calendar years to determine the percentage adjustment factor applicable for

Year 9 and thereafter) in the applicable Average Annual Basis, which is to be calculated as follows:

For West 1, West 2 Pooling Areas: NYMEX Henry Hub average contract settlement price for monthly closings for the prior 12 calendar months less average of CEGT West Index Prices (adjusted for applicable fuel and EPC).  
For Neutral, North and South Pooling Areas: NYMEX Henry Hub average contract settlement price for monthly closings for the prior 12 calendar months less average of CEGT East Index Prices (adjusted for applicable fuel and EPC).

For Perryville Hub Points: Average of Southern Natural Gas Company - Louisiana, Texas Gas Transmission Corporation - Zone 1, Trunkline Gas Company - Louisiana, and Texas Eastern Transmission Company - East Louisiana Zone Index Prices for the prior 12 calendar months less average of CEGT East Index Prices (adjusted for applicable fuel and EPC).

The applicable pipeline Index Price used shall be that for spot gas delivered to the pipeline in the referenced areas for bid week of each Month as published in

the first issue of the Month of "Inside FERC's Gas Market Report" (or such other source as the parties may mutually agree) and the fuel adjustment shall be

calculated by multiplying the applicable CEGT weighted average Compressor Fuel percentage, as authorized and in effect for the Year, times the applicable

weighted average CEGT Index Price.

- (5) Plant point is Primary Delivery Point for FT TSA and only eligible point for IT TSA; eligible Secondary Delivery Points under FT TSA as listed and as set forth in (3) above.



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 FERC Docket: RP04-257-000

**First Revised Sheet No. 882** First Revised Sheet No. 882 : Effective  
 Superseding: Original Sheet No. 882

				STATEMENT OF NEGOTIATED RATES	
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth)	Maximum Contract Quantity	Reservation Charge
Commodity	Receipt Point (s)	Delivery Point (s) (5)		(Dth/Day) (1)	(\$/Dth/Month)
(\$/Dth)					
-----	-----	-----	-----	-----	-----
Hot Spring Power	1002891	FT	80,000		\$2.58542 (2)
\$0.03 (3)	West 1 Pooling Area	Point to be constructed			
Company, L.L.C.	West 2 Pooling Area	off Line BT-1-B at or			
	1002896	IT	120,000		
See (4) below	Neutral Pooling Area	near Shipper's			
	North Pooling Area	proposed electric	40,000		
	South Pooling Area	generating plant in			
		Hot Spring County, AR			
		MRT @ Glendale			
		TETCO @ Donaldson			
		NGPL @ Hot Spring			

- (6) Unless agreed otherwise, overrun quantities to be charged no less than maximum Tariff rate.
- (7) Standard Rate & Related Provisions for Non-Maximum Rate Agreements, posted in CEGT News Section of CEGT's Internet web site "pipelines.centerpointenergy.com", shall apply to these transactions except as otherwise provided. Contractual rates apply only to services described, including, without limitation, points, quantities and dates specified. Rates include any applicable GRI, ACA, GT&C Section 13.3, Order No. 528 and Order No. 636 transition cost surcharges, and, for FT TSA, include future surcharges to extent collection is voluntary and discounted prior to any other base component of rate. In addition to rates shown, Shipper to bear/pay all applicable fuel and EPC retentions and charges.
- (8) Transporter to construct a lateral line and delivery facilities under blanket authorization with Shipper having option to acquire, as a plant line, the lateral line. FT TSA to commence earlier of commercial operation date of Shipper's plant or June 1, 2004.

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Sheet No. 883 is reserved for future use.

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Superseding: Original Sheet No. 884

Sheet 884 is reserved for future use.

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*FERC Docket: RP96-200-144*

**Second Revised Sheet No. 885** Second Revised Sheet No. 885 : Effective

Superseding: First Revised Sheet No. 885

Sheet No. 885 is reserved for future use.

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*FERC Docket: RP96-200-133*

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*FERC Docket: RP96-200-133*

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Superseding: First Revised Sheet No. 887

Sheet No. 887 is reserved for future use.

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Superseding: Original Sheet No. 888

Sheet No. 888 Reserved for Future Use.

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*FERC Docket: RP96-200-131*

**First Revised Sheet No. 889** First Revised Sheet No. 889 : Effective  
Superseding: Original Sheet No. 889

Sheet No. 889 is Reserved for Future Use.



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*FERC Docket: RP96-200-147*

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Sheet No. 890 is Reserved for Future Use.

Effective Date: 08/27/2008 Status: Effective

FERC Docket: RP08-456-000

First Revised Sheet No. 891 First Revised Sheet No. 891

Superseding: Original Sheet No. 891

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)
Coral Energy Resources, L.P. serve Kiamichi Power Plant located off in Pittsburg County, OK	1003054	FT See (1)-(4) below	240,000	Neutral Pooling Area South Pooling Area
Moon	ONG @ Custer			Point to Line ADT-27 NNG @ Red
Custer	Western Farmers			NGPL @
Spring	Transok @ Latimer			NGPL @ Hot
Custer	Transok @ AC			PEPL @
Custer	Enogex @ McClain			ANR @
Wheeler	Enogex @ Stewart			EPNG @
@ Perryville				Gulf South

(1) For eligible services within applicable Contract Limitations (e.g., CD, Receipt Entitlements) and between the specified points, the Reservation Charge shall be

(a) \$1.52/Dth per Month for the period extending through first 27 months after Service Commencement Date under Agreement and (b) \$1.673/Dth per Month for the remainder of the primary term of the Agreement; provided, however, if pressures for scheduled quantities up to the MDO at the Kiamichi Power Plant Delivery

Point fall below the desired target pressure of at least 490 psig and provided that such failure is not due to an event of force majeure (as such term is

defined in Transporter's Tariff) nor occurs during issuance of an applicable Operational Flow Order: (a) on any 6 Days during any Contract Year, then the

applicable Reservation Charges for the remainder of the primary term shall be reduced by \$0.076/Dth per Month so long as any such reductions do not result in a negative amount; and (b) for any Day after the first 6 Days during any Contract Year and

continuing until delivery pressures meet the target level at the Kiamichi point, then the otherwise applicable Reservation Charge shall be reduced to zero for each Dth nominated and scheduled (up to applicable MDO) which

Transporter was unable to deliver, or Shipper could not receive, solely because of pressures falling below the target pressure level at such point. Except for

the NGPL @ Hot Spring and the Gulf South @ Perryville Delivery Points, the Commodity Rate applicable to deliveries at all other points listed above within the

quantity limitations shall be the minimum applicable Tariff rate; for eligible deliveries to the specified two points, in addition to the minimum Tariff

Commodity Rate, Shipper also shall pay an incremental amount of \$0.015/Dth plus an add-on amount calculated as follows: .5(B - A), but in no event less than

zero, where A is the Midpoint Price published in Gas Daily for the day of delivery for CenterPoint East (Oklahoma) and B is the Gas Daily Midpoint Price (the

appropriate index to be based on which Delivery Point used) for Gulf South (Zones 1 and 2), or NGPL Texok Zone, as applicable (if the information or publication

is not available, the parties shall select a comparable substitute index price or publication).

(2) If Shipper releases capacity, it shall pay Transporter for any portion of the foregoing calculated Commodity Rate applicable to the specified Secondary Delivery

Points not received by Transporter from the replacement Shipper. However, GRI (only to the extent the charge is voluntary and discountable prior to any other

component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be utilized to charge amounts in excess of

the applicable Transmission Allowance (for purposes hereof, such term shall mean the combined agreed-to Reservation and Commodity components) with respect to

services that qualify for the rates set forth herein. In any event, the Transmission Allowance in any Month shall never be below Transporter's applicable

minimum Tariff rate. In addition to applicable Transmission Allowance, Shipper to bear/pay applicable Fuel, LUGF and EPC retentions and charges.

(3) The agreed-to rates continue to apply if Shipper, in accordance with Tariff allocation procedures and subject to availability of capacity, (a) requests and has

established one or more Primary Receipt Points in the Neutral or South Pooling Area and/or (b)

requests at least 6 Months in advance and has all of its Primary

Delivery Point capacity moved to the NGPL @ Hot Spring or Gulf South @ Perryville points beginning at the start of the eleventh Year under the Agreement.

(4) Unless agreed otherwise, overrun quantities to be charged no less than the applicable maximum Tariff rate (for overrun deliveries to the NGPL @ Hot Spring or the Gulf South @ Perryville Delivery Points, the rate shall be the higher of the maximum Tariff rate or the calculated Transmission Allowance, expressed as a unit rate at an assumed 100% load factor).

(5) Transporter has acquired and constructed certain upstream interconnecting pipeline facilities in order to be able to provide service. Service Commencement Date of Agreement to be as of Commercial Operation Date of Kiamichi Power Plant (but no later than July 1, 2003).

(6) Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the CEGT News section of CEGT's Internet web site at

<http://pipelines.centerpointenergy.com>, shall be applicable to this transaction except as otherwise provided.

*Effective Date: 08/27/2008    Status: Effective*

*FERC Docket: RP08-456-000*

**Sheet Nos. 892 - 2000** Sheet Nos. 892 - 2000

The following sheets are reserved for future use:

Second Revised Sheet No. 892

Second Revised Sheet No. 893

Original Sheet Nos. 894 through 1999

Second Revised Sheet No. 2000

*Effective Date: 12/18/2003    Status: Effective*  
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**First Revised Sheet No. 893** First Revised Sheet No. 893 : Effective  
Superseding: Original Sheet No. 893

Sheet No. 893 is reserved for future

use.

*Effective Date: 06/01/2003    Status: Effective*

*FERC Docket: RP96-200-103*

**Sheet Nos. 894 - 1999** Sheet Nos. 894 - 1999 : Effective

Sheet Nos. 894 through 1999  
are reserved for future use.

FERC Docket: RP07-142-000

Superseding: Original Sheet No. 2000

### ADDITIONAL INFORMATION

Note: In addition to any of the above referenced rates, unless otherwise agreed to by Transporter, Shipper shall pay all applicable charges as contained within Transporter's Tariff. Shipper shall also provide Fuel Use and LUG in such additional quantities as specified in Transporter's Tariff.

The Recourse Rates applicable to each service are the maximum rates applicable for the referenced Rate Schedule stated in Transporter's currently effective Statement of Effective Rates and Charges.

In addition, Shipper shall pay all applicable charges as contained within Transporter's Tariff.

The above Negotiated Rates do not apply as the price cap for capacity release transactions. In addition, the Negotiated Rate contracts do not deviate in any material aspect from the Form of Service Agreement contained within Transporter's Tariff.

If Shipper's Receipt Points are referred to herein as "East of Chandler", such reference shall mean that supplies received from Pools containing supplies sourced, and physical Receipt Points located east of Chandler Compressor Station, shall be eligible for the applicable Negotiated Rates. If Shipper's Receipt Points are described as "                                 Pooling Area," such reference shall mean that all generally available physical Receipt Points and Pools located in such Pooling Area are eligible for the applicable Negotiated Rates.

