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Effective Date: 11/26/2008 Status: Effective

FERC Docket: RP09-33-000

Third Revised Sheet No. 0 Columbia Gulf Transmission Company: Second Revised Volume No. 1

Third Revised Sheet No. 0

Superseding: Second Revised Sheet No. 0

FERC GAS TARIFF

Second Revised Volume No. 1

(Superseding First Revised Volume No. 1)

of

COLUMBIA GULF TRANSMISSION COMPANY

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this tariff should be addressed to:

Claire A. Burum, SVP Regulatory Affairs Columbia Gulf Transmission Company 5151 San Felipe, Suite 2500 Houston, TX 77056 Phone: (713) 267-4100 Fax: (713) 267-4710

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Effective Date: 04/01/2004 Status: Suspended

FERC Docket: RP00-326-004

### Effective Date: 05/09/2010 Status: Effective

FERC Docket: RP10-592-000

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Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 003 Original Sheet No. 003: Effective

SHEET NOS. 3 AND 4 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 06/30/2008 Status: Effective FERC Docket: CP08-54-002

Sixth Revised Sheet No. 5 Sixth Revised Sheet No. 5 Superseding: Fifth Revised Sheet No. 5

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Effective Date: 04/30/2008 Status: Effective

FERC Docket: CP08-119-001

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### Effective Date: 08/18/1996 Status: Effective

FERC Docket: CP95-151-003

Fourth Revised Sheet No. 007 Fourth Revised Sheet No. 007: Effective Superseding: Third Revised Sheet No. 007

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### Effective Date: 05/23/1996 Status: Effective

FERC Docket: CP94-777-001

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Effective Date: 06/12/2008 Status: Effective

FERC Docket: CP08-406-002

# Eleventh Revised Sheet No. 9 Eleventh Revised Sheet No. 9 Superseding: Tenth Revised Sheet No. 9

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Effective Date: 06/30/2008 Status: Effective FERC Docket: CP08-54-002

**Eighth Revised Sheet No. 10** Eighth Revised Sheet No. 10 Superseding: Seventh Revised Sheet No. 10

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Effective Date: 06/13/2008 Status: Effective

FERC Docket: CP08-399-001

Seventh Revised Sheet No. 11 Seventh Revised Sheet No. 11 Superseding: Sixth Revised Sheet No. 11  $\,$ 

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Effective Date: 06/12/2008 Status: Effective

FERC Docket: CP08-406-002

# Sixth Revised Sheet No. 12 Sixth Revised Sheet No. 12 Superseding: Fifth Revised Sheet No. 12

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X-85	Notice of Cancellation	1454
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### Effective Date: 06/12/2008 Status: Effective

FERC Docket: CP08-406-002

# Fifth Revised Sheet No. 13 Fifth Revised Sheet No. 13 Superseding: Fourth Revised Sheet No. 13 $\,$

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X-90 Notice of Cancellation	1610
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X-93 Transportation Agreement between Columbia Gulf Transmission Company a Chevron, U.S.A., Inc.	and 1683
X-94 Transportation Agreement between Columbia Gulf Transmission Company a Tennessee Gas Pipeline Company	and 1713
X-95 Notice of Cancellation	1740
X-96 Transportation Agreement between Columbia Gulf Transmission Company a Southern Natural Gas Company	and 1770
X-97 Transportation Agreement between Columbia Gulf Transmission Company a Transcontinental Gas Pipe Line Corporation	and 1805
X-98 Notice of Cancellation	1834

Effective Date: 08/11/2009 Status: Effective

FERC Docket: RP09-941-000

# Fourth Revised Sheet No. 14 Fourth Revised Sheet No. 14 Superseding: Third Revised Sheet No. 14

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X-104	Notice of Cancellation	1984
x-105	Notice of Cancellation	2037
X-106	Notice of Cancellation	2012

Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 52-001

Substitute First Revised Sheet No. 015 Substitute First Revised Sheet No. 015: Effective

Superseding: Original Sheet No. 015

PRELIMINARY STATEMENT

Columbia Gulf Transmission Company (Transporter) is a natural gas transmission company that owns and operates

a natural gas transmission system extending from offshore Louisiana, and extending through Mississippi and

Tennessee to northeast Kentucky. Its existing operations consist of the transportation of natural gas in interstate commerce from Louisiana and the Gulf of Mexico, to various delivery points under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission.

The transportation of natural gas is and will be undertaken by Transporter only under written contracts acceptable to Transporter upon consideration of existing commitments, gas supply, delivery capability, and

will offer, award and render its transportation services in a non-discriminatory manner and otherwise in accordance with this Tariff and the Commission's regulations and policies.

Effective Date: 12/01/1996 Status: Effective FERC Docket: RP97- 52-000

Original Sheet No. 016 original Sheet No. 016 : Effective

SHEET NO. 16 IS BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 017 Original Sheet No. 017: Effective

SYSTEM MAP

Effective Date: 07/01/2009 Status: Pending

FERC Docket: RP09-423-000

Forty-Eighth Revised Sheet No. 18 Forty-Eighth Revised Sheet No. 18 Superseding: Forty-Seventh Revised Sheet No. 18

Currently Effective Rates

Applicable to Rate Schedule FTS-1
Rates per Dth

	Company			Annual		Total	
	Use and			Alliual		IOCAI	
Unaccounted	Unaccounted	Bā	ise	Charge		Effective	Daily
Ullaccounted	Ullaccoulited	Ra	ate	Adjustment	Subtotal	Rate	Rate
For	For	(1	١	(2)	(3)	(4)	(5)
(6)	(7)	(1	- )	(2)	(3)	(4)	(3)
90	90	Ş	5	\$	\$	\$	\$
б	ō			1/			
Rate Schedule							
	Points North n Charge 2/	3.	1450	-	3.1450	3.1450	0.1034
Commodity							
Maximum 0.694	3.280%	0.	0170	0.0017	0.0187	0.0187	0.0187
Minimum	3.2000	0.	0170	0.0017	0.0187	0.0187	0.0187
0.694 Overrun	3.280%	0.	1204	0.0017	0.1221	0.1221	0.1221
0.694	3.280%						

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 08/01/2009 Status: Pending

FERC Docket: RP09-423-002

Forty-Ninth Revised Sheet No. 18 Forty-Ninth Revised Sheet No. 18 Superseding: Forty-Eighth Revised Sheet No. 18

Currently Effective Rates

Applicable to Rate Schedule FTS-1

	Company			Annual		Total	
	Use and			Aiiiuai		IOCAI	
TT	TT 1 3	Bas	se	Charge		Effective	Daily
Unaccounted	Unaccounted	Rat	te I	Adjustment	Subtotal	Rate	Rate
For	For	44.1			(0)		453
(6)	(7)	(1)	)	(2)	(3)	(4)	(5)
(0)		\$		\$	\$	\$	\$
00	96			1/			
Rate Schedule							
	Points North						
Reservatio: Commodity	n Charge 2/	3.1	1450	-	3.1450	3.1450	0.1034
Maximum		0.0	0170	0.0017	0.0187	0.0187	0.0187
0.644	3.028	0	0170	0 0017	0.0107	0.0107	0 0107
Minimum 0.644	3.028	0.0	0170	0.0017	0.0187	0.0187	0.0187
Overrun	3.020	0.3	1204	0.0017	0.1221	0.1221	0.1221
0.644	3.028						

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-897-000

Fiftieth Revised Sheet No. 18 Fiftieth Revised Sheet No. 18 Superseding: Forty-Ninth Revised Sheet No. 18

Currently Effective Rates

Applicable to Rate Schedule FTS-1

	Company		Annual		Total	
	Use and		Aiiiiuai		IOCAI	
Unaccounted	Unaccounted	Base	Charge		Effective	Daily
		Rate	Adjustment	Subtotal	Rate	Rate
For	For	(1)	(2)	(3)	(4)	(5)
(6)	(7)	\$	\$	\$	\$	\$
%	%	Ÿ		Ÿ	Y	Ÿ
			1/			
Rate Schedule						
	Points North n Charge 2/	3.1450	_	3.1450	3.1450	0.1034
Commodity Maximum		0.0170	0.0019	0.0189	0.0189	0.0189
0.644	3.028					
Minimum 0.644	3.028	0.0170	0.0019	0.0189	0.0189	0.0189
Overrun	2 000	0.1204	0.0019	0.1223	0.1223	0.1223
0.644	3.028					

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Fifty-Second Revised Sheet No. 18 Fifty-Second Revised Sheet No. 18 Superseding: Fiftieth Revised Sheet No. 18

Currently Effective Rates

Applicable to Rate Schedule FTS-1

	Company			- 1			
	TT 1		m 1	Annual		Total	
	Use and		Total	Cla a se se s		DEE	D-11
Unaccounted	Unaccounted	Datainana	Base	Charge ctive		Effective	Daily
unaccounted	unaccounted	Retainage			0	Data	Data
Da.,	Da	O	Rate	Adjustment	Subtotal	Rate	Rate
For	For	Surcharge	Retain		(2)	(4)	/E)
(6)	(7)	(0)	(1)	(2)	(3)	(4)	(5)
(6)	(7)	(8)	(9)	<b>^</b>	^	^	^
0	0	0	\$	\$	\$	\$	\$
용	용	90	왕	1 /			
				1/			
D. I	DEC 1						
Rate Schedule							
	Points North		2 1 4 5 0		0 1450	2 1450	0 1004
	n Charge 2/		3.1450	-	3.1450	3.1450	0.1034
Commodity			0.0450	0 0010		0.0400	
Maximum			0.0170	0.0019	0.0189	0.0189	0.0189
0.10	2.45	-0.16	2.29				
Minimum			0.0170	0.0019	0.0189	0.0189	0.0189
0.10	2.45	-0.16	2.29				
Overrun			0.1204	0.0019	0.1223	0.1223	0.1223
0.10	2.45	-0.16	2.29				

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 11/01/2010 Status: Pending

FERC Docket: RP10-450-000

Fifty-First Revised Sheet No. 18 Fifty-First Revised Sheet No. 18 Superseding: Fiftieth Revised Sheet No. 18

Currently Effective Rates

Applicable to Rate Schedule FTS-1
Rates per Dth

	Company		Annual		Total	
	Use and		Alliluai		IOCAI	
TT	TT	Base	Charge		Effectiv	e Daily
Unaccounted	Unaccounted	Rate	Adjustme	nt Subtota	l Rate	Rate
For	For			(0)		45)
(6)	(7)	(1)	(2)	(3)	(4)	(5)
		\$	\$	\$	\$	\$
%	8		1/			
Rate Schedule						
	Points North n Charge 2/	3.14	50 -	3.1450	3.1450	0.1034
Commodity	ir charge 27	J.11	30	3.1100	3.1130	0.1031
Maximum	2 010	0.01	70 0.0019	0.0189	0.0189	0.0189
0.575 Minimum	3.212	0.01	70 0.0019	0.0189	0.0189	0.0189
0.575	3.212					
Overrun 0.575	3.212	0.12	0.0019	0.1223	0.1223	0.1223

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 07/01/2009 Status: Pending

FERC Docket: RP09-423-000

Thirty-Fifth Revised Sheet No. 18A Thirty-Fifth Revised Sheet No. 18A

Superseding: Thirty-Fourth Revised Sheet No. 18A

Currently Effective Rates

Applicable to Rate Schedule FTS-2 Rates per Dth

Company

Company		Annual		Total	
Use and	Base	Charge		Effective	Daily
Unaccounted	Rate	Adjustment	Subtotal	Rate	Rate
For	(1)	(2)	(3)	(4)	(5)
(6)	\$	\$	\$	\$	\$
8		1/			
Rate Schedule FTS-2					
Offshore Laterals Reservation Charge 2/	2.6700	-	2.6700	2.6700	0.0878
Commodity Maximum	0.0002	0.0017	0.0019	0.0019	0.0019
0.906 Minimum	0.0002	0.0017	0.0019	0.0019	0.0019
0.906 Overrun 0.906	0.0880	0.0017	0.0897	0.0897	0.0897
Onshore Laterals					
Reservation Charge 2/	1.0603	-	1.0603	1.0603	0.0349
Commodity Maximum 1.151	0.0017	0.0017	0.0034	0.0034	0.0034
Minimum 1.151	0.0017	0.0017	0.0034	0.0034	0.0034
0verrun 1.151	0.0366	0.0017	0.0383	0.0383	0.0383
Offsystem-Onshore Reservation Charge 2/	2.5255	_	2.5255	2.5255	0.0830
Commodity					
Maximum	0.0070	0.0017	0.0087	0.0087	0.0087
Minimum -	0.0070	0.0017	0.0087	0.0087	0.0087
Overrun	0.0900	0.0017	0.0917	0.0917	0.0917

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 08/01/2009 Status: Pending

FERC Docket: RP09-423-002

Thirty-Sixth Revised Sheet No. 18A Thirty-Sixth Revised Sheet No. 18A Superseding: Thirty-Fifth Revised Sheet No. 18A

Currently Effective Rates

Applicable to Rate Schedule FTS-2 Rates per Dth

Company

Company		Annual		Total	
Use and	Base	Charge		Effective	Daily
Unaccounted	Rate	Adjustment	Subtotal	Rate	Rate
For		_			
(6)	(1)	(2)	(3)	(4)	(5)
90	\$	\$	\$	\$	\$
		1/			
Rate Schedule FTS-2					
Offshore Laterals Reservation Charge 2/ -	2.6700	-	2.6700	2.6700	0.0878
Commodity Maximum	0.0002	0.0017	0.0019	0.0019	0.0019
0.649 Minimum	0.0002	0.0017	0.0019	0.0019	0.0019
0.649 Overrun 0.649	0.0880	0.0017	0.0897	0.0897	0.0897
Onshore Laterals					
Reservation Charge 2/	1.0603	_	1.0603	1.0603	0.0349
Commodity Maximum	0.0017	0.0017	0.0034	0.0034	0.0034
0.894 Minimum	0.0017	0.0017	0.0034	0.0034	0.0034
0.894 Overrun 0.894	0.0366	0.0017	0.0383	0.0383	0.0383
Offsystem-Onshore					
Reservation Charge 2/	2.5255	-	2.5255	2.5255	0.0830
- Commodity					
Maximum -	0.0070	0.0017	0.0087	0.0087	0.0087
Minimum -	0.0070	0.0017	0.0087	0.0087	0.0087
Overrun	0.0900	0.0017	0.0917	0.0917	0.0917

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-897-000

Thirty-Seventh Revised Sheet No. 18A Thirty-Seventh Revised Sheet No. 18A Superseding: Thirty-Sixth Revised Sheet No. 18A

Currently Effective Rates

Applicable to Rate Schedule FTS-2

Company		Annual		Total	
Use and	Base	Charge		Effective	Daily
Unaccounted	Rate	Adjustment	Subtotal		-
For		-		Rate	Rate
(6)	(1)	(2)	(3)	(4)	(5)
8	\$	\$	\$	\$	\$
		1/			
Rate Schedule FTS-2 Offshore Laterals	0 6500		0 6500	0.6500	
Reservation Charge 2/	2.6700	-	2.6700	2.6700	0.0878
Commodity Maximum	0.0002	0.0019	0.0021	0.0021	0.0021
0.649 Minimum	0.0002	0.0019	0.0021	0.0021	0.0021
0.649 Overrun	0.0880	0.0019	0.0899	0.0899	0.0899
0.649					
Onshore Laterals Reservation Charge 2/	1.0603	-	1.0603	1.0603	0.0349
- Commodity					
Maximum 0.894	0.0017	0.0019	0.0036	0.0036	0.0036
Minimum 0.894	0.0017	0.0019	0.0036	0.0036	0.0036
Overrun 0.894	0.0366	0.0019	0.0385	0.0385	0.0385
Offsystem-Onshore					
Reservation Charge 2/	2.5255	_	2.5255	2.5255	0.0830
Commodity Maximum	0.0070	0.0019	0.0089	0.0089	0.0089
_ Minimum	0.0070	0.0019	0.0089	0.0089	0.0089
- Overrun	0.0900	0.0019	0.0919	0.0919	0.0919

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Thirty-Ninth Revised Sheet No. 18A Thirty-Ninth Revised Sheet No. 18A Superseding: Thirty-Seventh Revised Sheet No. 18A

Currently Effective Rates

Applicable to Rate Schedule FTS-2

Rates per Dth

Company

Company				Annual		Total	
Use and		Total	Base	Charge		Effective	Daily
Unaccounted	Retainage	Effective		-			-
For	Surcharge	Retainage	Rate	Adjustment	Subtotal	Rate	Rate
	2	_	(1)	(2)	(3)	(4)	(5)
(6)	(7)	(8)	\$	\$	\$	\$	\$
%	%	8		1/			
				±/			
Rate Schedul Offshore La							
	on Charge 2/		2.6700	-	2.6700	2.6700	0.0878
- Commodity	-	-					
Maximum		0.00	0.0002	0.0019	0.0021	0.0021	0.0021
0.11 Minimum	-0.11	0.00	0.0002	0.0019	0.0021	0.0021	0.0021
0.11	-0.11	0.00	0 0000	0.0010	0.0000	0.0000	0 0000
Overrun 0.11	-0.11	0.00	0.0880	0.0019	0.0899	0.0899	0.0899
Onshore Lat	erals						
Reservati	on Charge 2/		1.0603	-	1.0603	1.0603	0.0349
- Commodity							
Maximum			0.0017	0.0019	0.0036	0.0036	0.0036
0.37 Minimum	-0.16	0.21	0.0017	0.0019	0.0036	0.0036	0.0036
0.37	-0.16	0.21					
Overrun 0.37	-0.16	0.21	0.0366	0.0019	0.0385	0.0385	0.0385
Offsystem-On	shore						
	on Charge 2/		2.5255	-	2.5255	2.5255	0.0830
- Commodity	<del>-</del>	-					
Maximum			0.0070	0.0019	0.0089	0.0089	0.0089
- Minimum	-	-	0.0070	0.0019	0.0089	0.0089	0.0089
-	-	-					
Overrun -	_	_	0.0900	0.0019	0.0919	0.0919	0.0919

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 11/01/2010 Status: Pending

FERC Docket: RP10-450-000

Thirty-Eighth Revised Sheet No. 18A Thirty-Eighth Revised Sheet No. 18A Superseding: Thirty-Seventh Revised Sheet No. 18A

Currently Effective Rates

Applicable to Rate Schedule FTS-2 Rates per Dth

Company

Company		Annual		Total	
Use and	Base	Charge		Effective	Daily
Unaccounted	Rate	Adjustment	Subtotal	Rate	Rate
For	(1)	(2)	(3)	(4)	(5)
(6)	\$	\$	\$	\$	\$
8		1/			
Rate Schedule FTS-2 Offshore Laterals					
Reservation Charge 2/	2.6700	-	2.6700	2.6700	0.0878
Commodity Maximum	0.0002	0.0019	0.0021	0.0021	0.0021
0.851 Minimum	0.0002	0.0019	0.0021	0.0021	0.0021
0.851 Overrun 0.851	0.0880	0.0019	0.0899	0.0899	0.0899
Onshore Laterals Reservation Charge 2/	1.0603	-	1.0603	1.0603	0.0349
Commodity Maximum	0.0017	0.0019	0.0036	0.0036	0.0036
1.117 Minimum	0.0017	0.0019	0.0036	0.0036	0.0036
1.117 Overrun 1.117	0.0366	0.0019	0.0385	0.0385	0.0385
Offsystem-Onshore Reservation Charge 2/	2.5255	-	2.5255	2.5255	0.0830
Commodity Maximum	0.0070	0.0019	0.0089	0.0089	0.0089
_ Minimum	0.0070	0.0019	0.0089	0.0089	0.0089
- Overrun -	0.0900	0.0019	0.0919	0.0919	0.0919

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

<sup>2/</sup> The Minimum Rate under Reservation Charge is zero (0).

Effective Date: 07/01/2009 Status: Pending

FERC Docket: RP09-423-000

Forty-Ninth Revised Sheet No. 19 Forty-Ninth Revised Sheet No. 19 Superseding: Forty-Eighth Revised Sheet No. 19

Currently Effective Rates

Applicable to Rate Schedules ITS-1 and ITS-2

Comp	any		Annual		Total		
Use and		Base	Charge		Effective	Daily	
Unaccounted	Unaccounted	Rate	Adjustment	Subtotal	Rate	Rate	For
Fo	r	(1)	(2)	(3)	(4)	(5)	(6)
(7		\$	\$	\$	\$	\$	왕
%			1/				
Rate Schedule Rayne, LA To Commodity							
Maximum	0.0%	0.1204	0.0017	0.1221	0.1221	0.1221	0.694
3.280% Minimum 3.280%		0.0170	0.0017	0.0187	0.0187	0.0187	0.694
Rate Schedule Offshore Late							
Commodity Maximum	0.60	0.0880	0.0017	0.0897	0.0897	0.0897	
0.9 Minimum 0.9		0.0002	0.0017	0.0019	0.0019	0.0019	
Onshore Late Commodity	rals						
Maximum 1.1	512	0.0366	0.0017	0.0383	0.0383	0.0383	
Minimum 1.1		0.0017	0.0017	0.0034	0.0034	0.0034	
Offsystem-On	shore						
Commodity Maximum		0.0900	0.0017	0.0917	0.0917	0.0917	
Minimum -		0.0070	0.0017	0.0087	0.0087	0.0087	

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

Effective Date: 08/01/2009 Status: Pending

FERC Docket: RP09-423-002

Fiftieth Revised Sheet No. 19 Fiftieth Revised Sheet No. 19 Superseding: Forty-Ninth Revised Sheet No. 19

Currently Effective Rates

Applicable to Rate Schedules ITS-1 and ITS-2

Co	mpany		Annual		Total		
Us	e and						
Unaccounted	Unaccounted	Base	Charge		Effective	Daily	
	For	Rate	Adjustment	Subtotal	Rate	Rate	For
		(1)	(2)	(3)	(4)	(5)	(6)
	(7)	\$	\$	\$	\$	\$	8
	8		1/				
Rate Schedul Rayne, LA T Commodity	e ITS-1 o Points North		·				
Maximum	3.028	0.1204	0.0017	0.1221	0.1221	0.1221	0.644
Minimum	3.028	0.0170	0.0017	0.0187	0.0187	0.0187	0.644
Rate Schedul Offshore La Commodity							
Maximum	0.649	0.0880	0.0017	0.0897	0.0897	0.0897	
Minimum	0.649	0.0002	0.0017	0.0019	0.0019	0.0019	
Onshore La Commodity	terals						
Maximum	0.894	0.0366	0.0017	0.0383	0.0383	0.0383	
Minimum	0.894	0.0017	0.0017	0.0034	0.0034	0.0034	
Offsystem- Commodity	Onshore						
Maximum	_	0.0900	0.0017	0.0917	0.0917	0.0917	
Minimum	_	0.0070	0.0017	0.0087	0.0087	0.0087	

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

FERC Docket: RP09-897-000

Fifty-First Revised Sheet No. 19 Fifty-First Revised Sheet No. 19 Superseding: Fiftieth Revised Sheet No. 19

Currently Effective Rates

Applicable to Rate Schedules ITS-1 and ITS-2

Сс	mpany		Annual		Total		
Us	e and	Base	Charge		Effective	Daily	
Unaccounted	Unaccounted	разе	Charge		Ellective	Daily	
	For	Rate	Adjustment	Subtotal	Rate	Rate	For
		(1)	(2)	(3)	(4)	(5)	(6)
	(7)	\$	\$	\$	\$	\$	%
	ଚ	7		т	4	4	
Rate Schedul	o Tmg_1		1/				
	o Points North						
Maximum		0.1204	0.0019	0.1223	0.1223	0.1223	0.644
Minimum	3.028	0.0170	0.0019	0.0189	0.0189	0.0189	0.644
	3.028						
Rate Schedul Offshore La Commodity							
Maximum		0.0880	0.0019	0.0899	0.0899	0.0899	
Minimum	0.649	0.0002	0.0019	0.0021	0.0021	0.0021	
	0.649			*****			
Onshore La	terals						
Commodity Maximum		0.0366	0.0019	0.0385	0.0385	0.0385	
Minimum	0.894	0.0017	0.0019	0.0036	0.0036	0.0036	
	0.894	0.0017	0.0019	0.0030	0.0030	0.0030	
Offsystem-	Onshore						
Commodity Maximum		0.0900	0.0019	0.0919	0.0919	0.0919	
Minimum	-	0.0070	0.0019	0.0089	0.0089	0.0089	
	_						

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Fifty-Third Revised Sheet No. 19 Fifty-Third Revised Sheet No. 19 Superseding: Fifty-First Revised Sheet No. 19

Currently Effective Rates

Applicable to Rate Schedules ITS-1 and ITS-2

С	ompany	?				- · ·		
	se and	1	Total	Annual		Total		
U	se and	1	Total Base	Charge		Effective	Daily	
Unaccounted	ī	Inaccounted	Retainage	Effective		Filective	Dally	
onaccounted		maccounteca	Rate	Adjustment	Subtotal	Rate	Rate	For
	For	Surchar			54555541	1.000	11000	-0-
			(1)	(2)	(3)	(4)	(5)	(6)
	(7)	(8)	(9)					
			\$	\$	\$	\$	\$	용
	용	용	용					
				1/				
Rate Schedu								
Rayne, LA Commodity		nts North						
Maximum			0.1204	0.0019	0.1223	0.1223	0.1223	0.10
	2.45	-0.16	2.29	0.0015	0.1223	0.1223	0.1223	0.10
Minimum		0.10	0.0170	0.0019	0.0189	0.0189	0.0189	0.10
	2.45	-0.16	2.29					
Rate Schedu								
Offshore L		S						
Commodity								
Maximum		0.44	0.0880	0.0019	0.0899	0.0899	0.0899	
Minimum	0.11	-0.11	0.00	0.0019	0.0021	0.0021	0.0021	
Minimum	0.11	-0.11	0.0002 0.00	0.0019	0.0021	0.0021	0.0021	
	0.11	-0.11	0.00					
Onshore L	ateral	S						
Commodity		- 0						
Maximum			0.0366	0.0019	0.0385	0.0385	0.0385	
	0.37	-0.16	0.21					
Minimum			0.0017	0.0019	0.0036	0.0036	0.0036	
	0.37	-0.16	0.21					
	_ ,							
Offsystem		ore						
Commodity Maximum			0.0900	0.0019	0.0919	0.0919	0.0919	
Maximull	_	_	0.0900	0.0019	0.0919	0.0919	0.0919	
Minimum		_	0.0070	0.0019	0.0089	0.0089	0.0089	
1121121110111	_	_	-	0.0019	0.0009	0.0003	0.0003	

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

Effective Date: 11/01/2010 Status: Pending

FERC Docket: RP10-450-000

Fifty-Second Revised Sheet No. 19 Fifty-Second Revised Sheet No. 19 Superseding: Fifty-First Revised Sheet No. 19

Currently Effective Rates

Applicable to Rate Schedules ITS-1 and ITS-2

Co	mpany		Annual		Total		
Us	e and		Annual		TOLAI		
Unaccounted	Unaccounted	Base	Charge		Effective	Daily	
		Rate	Adjustment	Subtotal	Rate	Rate	For
	For	(1)	(2)	(3)	(4)	(5)	(6)
	(7)	\$	\$	\$	\$	\$	%
	%	4		*	*	Ψ	Ŭ
Rate Schedul	- TMC 1		1/				
	e ITS-I o Points North						
Maximum	2.010	0.1204	0.0019	0.1223	0.1223	0.1223	0.575
Minimum	3.212 3.212	0.0170	0.0019	0.0189	0.0189	0.0189	0.575
Rate Schedul Offshore La Commodity							
Maximum	0.051	0.0880	0.0019	0.0899	0.0899	0.0899	
Minimum	0.851 0.851	0.0002	0.0019	0.0021	0.0021	0.0021	
Onshore La Commodity	terals						
Maximum	1 117	0.0366	0.0019	0.0385	0.0385	0.0385	
Minimum	1.117 1.117	0.0017	0.0019	0.0036	0.0036	0.0036	
Offsystem-	Onshore						
Commodity Maximum	_	0.0900	0.0019	0.0919	0.0919	0.0919	
Minimum	_	0.0070	0.0019	0.0089	0.0089	0.0089	

<sup>1/</sup> Pursuant to Section 154.402 of the Commission's Regulations. Rate applies to all Gas Delivered and is non-cumulative, i.e., when transportation involves more than one zone, rate will be applied only one time.

FERC Docket: RP02- 39-002

Substitute Sixth Revised Sheet No. 19A Substitute Sixth Revised Sheet No. 19A: Effective

Superseding: Sixth Revised Sheet No. 19A

Currently Effective Rates
Applicable to Rate Schedule PAL
Rate per Dth

-

Total
Effective Daily
Rate
\$

Rate Schedule PAL Account Balance Charge

Rayne, LA to Points North

Maximum 0.1204
Minimum 0.0000

Offshore Laterals

 Maximum
 0.0880

 Minimum
 0.0000

Onshore Laterals

Maximum 0.0366 Minimum 0.0000

FERC Docket: RP00-326-004

First Revised Sheet No. 19B First Revised Sheet No. 19B : Effective Superseding: Original Sheet No. 19B

SHEET 19B

IS BEING RESERVED FOR FUTURE USE

Effective Date: 04/01/2004 Status: Suspended

FERC Docket: RP00-326-004

Second Revised Sheet No. 19B Second Revised Sheet No. 19B: Suspended Superseding: First Revised Sheet No. 19B

Currently Effective Rates
Applicable to Rate Schedule IMS

Rate per Dth

Total

Effective Daily

Rate

\$

Rate Schedule IMS

IMS Account Balance Charge

Rayne, LA to Points North

Maximu 0.1204

Minimum 0.0000

Offshore Laterals

0.0880 Maximum 0.0000 Minimum

Onshore Laterals

0.0366 Maximum 0.0000 Minimum

FERC Docket: RP06-148-000

Seventh Revised Sheet No. 20 seventh Revised Sheet No. 20 : Effective Superseding: Sixth Revised Sheet No. 20  $\,$ 

Seventh Revised Sheet No. 20 cancels and supercedes the following sheet:

Sixth Revised Sheet No. 20

This sheet is being RESERVED FOR FUTURE USE

FERC Docket: RP06-148-000

Sixth Revised Sheet No. 20A Sixth Revised Sheet No. 20A: Effective

Superseding: Sheet Nos. 20A - 20G

Sixth Revised Sheet No. 20A cancels and supercedes the following sheets:

Fifth Revised Sheet No. 20A Fifth Revised Sheet No. 20B Fourth Revised Sheet No. 20C First Revised Sheet No. 20D Fourth Revised Sheet No. 20E Fourth Revised Sheet No. 20F Fourth Revised Sheet No. 20G

These sheets are being RESERVED FOR FUTURE USE

FERC Docket: RP96-389-045

Fifth Revised Sheet No. 20B Fifth Revised Sheet No. 20B: Superseded Superseding: Fourth Revised Sheet No. 20B

Negotiated Reservation Charge under Contract No. 71081 Submitted in Compliance with the Commission's October 24, 2001 Order in Docket No. RP96-389-032

\$ 0.0998 per Dth per day

Effective March 1, 2002

FERC Docket: RP96-389-077

Fourth Revised Sheet No. 20C Fourth Revised Sheet No. 20C : Superseded Superseding: Third Revised Sheet No. 20C

Negotiated Reservation Charge under Contract No. 72824

Submitted in Compliance with the Commission's June 26, 2002 Order in Docket No. RP96-389-052

\$ 0.0087 per Dth per day

FERC Docket: RP96-389-071

Original Sheet No. 20D original Sheet No. 20D : Superseded

Negotiated Reservation Charge under Contract No. 72975 Submitted in Compliance with the Commission's July 5, 2002 Order in Docket No. RP96-389-054

\$ 0.0215 per Dth per day

Effective November 1, 2002

FERC Docket: RP96-389-077

Fourth Revised Sheet No. 20E Fourth Revised Sheet No. 20E : Superseded Superseding: Third Revised Sheet No. 20E

Negotiated Reservation Charge under Contract No. 73072

Submitted in Compliance with the Commission's August 2, 2002 Order in Docket No. RP96-389-055

\$ -0.0607 per Dth per day

FERC Docket: RP96-389-077

Fourth Revised Sheet No. 20F Fourth Revised Sheet No. 20F : Superseded Superseding: Third Revised Sheet No. 20F

Negotiated Reservation Charge under Contract No. 73187

Submitted in Compliance with the Commission's August 20, 2002 Order in Docket No. RP96-389-060

\$ -0.0692 per Dth per day

FERC Docket: RP96-389-077

Fourth Revised Sheet No. 20G Fourth Revised Sheet No. 20G : Superseded Superseding: Third Revised Sheet No. 20G

Negotiated Reservation Charge under Contract No. 73341

Submitted in Compliance with the Commission's October 10, 2002 Order in Docket No. RP96-389-067

\$ -0.0682 per Dth per day

Effective Date: 11/01/2001 Status: Effective FERC Docket: RP96-389-035

Original Sheet No. 21 original Sheet No. 21 : Effective

SHEET NOS. 21 THROUGH 23 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 04/07/1995 Status: Effective

FERC Docket: CP94-395-001

Second Revised Sheet No. 024 Second Revised Sheet No. 024: Effective

Superseding: Sheet Nos. 024 through 032

CANCELLATION OF RATE SCHEDULE T-1

NOTICE IS HEREBY GIVEN THAT EFFECTIVE ON NOVEMBER 1, 1994, RATE SCHEDULE T-1 CONSTITUTING:

First Revised Sheet No. 024 Original Sheet Nos. 025 through 032

OF SECOND REVISED VOLUME NO. 1 OF THE FERC GAS TARIFF OF COLUMBIA GULF TRANSMISSION COMPANY, HAS BEEN CANCELLED. THE SERVICE WAS AUTHORIZED BY A CERTIFICATE ISSUED IN DOCKET NO. CP72-189 (48 FPC 380 ( 1972)).

COLUMBIA GULF RESERVES THE RIGHT TO USE THESE SHEET NUMBERS IN THE FUTURE.

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Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

 $\textbf{Original Sheet No. 033} \; \texttt{Original Sheet No. 033} \; : \; \; \texttt{Effective}$ 

SHEET NOS. 33 THROUGH 37 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 038 Original Sheet No. 038: Effective

FTS-1 RATE SCHEDULE FIRM TRANSPORTATION SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Auctions of Available Firm Service) of the General Terms and Conditions or pursuant to Transporter's Order No. 636 restructuring proceedings in FERC Docket No. RS92-6-000 or the restructuring proceedings of Columbia Gas Transmission Corporation (Columbia Transmission) in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FTS-1 Service

Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all

other applicable provisions of this Tariff.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) Service under this Rate Schedule is applicable to any Shipper who delivers gas to Transporter at Rayne, Louisiana or points north for delivery on a firm basis in Transporter's mainline system up to and including the interconnection of the facilities of Transporter and Columbia Transmission.
- (b) The transportation service provided under this Rate Schedule shall be performed under Subpart
  B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below,
  Transporter
  under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall
  deliver
  thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be
  provided
  on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate
  Schedule,
  up to the Transportation Demand set forth in the Shipper's FTS-1 Service Agreement.
- (c) Firm transportation service under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule and in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.
- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Demand plus Retainage. Transporter shall also not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) the quantity of gas Transporter receives for Shipper, less Retainage, or (iii) Shipper's Scheduled Daily Delivery Quantity. For the purpose of balancing any imbalances in Shipper's account Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

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Effective Date: 01/14/2006 Status: Effective
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FERC Docket: RP06-145-000

Eighth Revised Sheet No. 39 Eighth Revised Sheet No. 39: Effective

Superseding: Seventh Revised Sheet No. 39

FTS-1 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

(e) Under normal operating conditions, a Shipper under this Rate Schedule may segment its transportation capacity between primary physical receipt and delivery points, and secondary physical receipt and delivery points at which it does not have primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery points at which it does not have primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and delivery primary receipt and delivery rights under its FTS-1 Service and deliver

and delivery points at which it does not have primary receipt and delivery rights under its FTS-1 Service Agreement. For purposes of this section, virtual aggregation points under Rate Schedule AS and virtual scheduling points that represent physical receipt or delivery points (MLI Points) are eligible receipt or delivery points for segmentation purposes. Supply pooling points under Rate Schedule IPP are not eligible

receipt or delivery points for segmentation purposes. For purposes of this Section 2(e), the phrase "normal

operating conditions" shall be defined to mean those situations in which Transporter is not required to: (i)

construct or install new facilities in order to accommodate a capacity segmentation request from a Shipper

under this Rate Schedule; or (ii) operate or modify Transporter's existing facilities in a manner inconsistent with the current design and operation of such facilities in order to accommodate a capacity segmentation request from a Shipper under this Rate Schedule. A Shipper may not use its segmented primary

or secondary physical points in such a way that its total nomination within any segment, or at any primary

or secondary points exceeds its original Transportation Demand in that segment, or at such point(s), provided that, Shipper may segment its capacity to consist of forward hauls and backhauls up to original Transportation Demand to the same point at the same time, subject to the scheduling and allocation provisions of Section 7 of the General Terms and Conditions. For such a segmentation backhaul to the same point, Transporter shall provide such service on a secondary basis. Shipper shall not be permitted to segment its transportation capacity under this Rate Schedule if such segmentation would limit Transporter's

ability to provide firm service to other Shippers or in situations where transportation capacity is not available in particular segments or at primary or secondary points. Requests for segmentation of transportation capacity under this Rate Schedule must be submitted by Shipper and Transporter shall evaluate

such requests to determine if capacity segmentation can be permitted as requested by Shipper. Transporter

reserves the right to evaluate and disallow segmentation on a case-by-case basis for those situations that

are not operationally feasible and not already described in this Section 2(e). Transporter shall review all

properly submitted requests for segmentation in zones where there are feasibility issues within ten (10) days, provided, however, Transporter shall use reasonable efforts to accommodate a Shipper if a request for

segmentation is made less than ten (10) days before the desired effective date. Disallowance of segmentation requests will be made on a non-discriminatory basis. Transporter will post on its EBB within

10 business days, the explanation for any disallowance of segmentation not specifically described in this Tariff. Transporter will post on its EBB the reasons for denial of any request for capacity segmentation.

(f) Service rights under an FTS-1 Service Agreement may be released and assigned in accordance with

Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to an assignee under any such release and assignment shall be subject to the terms and conditions set forth in this

Rate Schedule and in the General Terms and Conditions. Under normal operating conditions, a Shipper that releases its service under an FTS-1 Service Agreement may release transportation capacity on any segment between primary physical receipt and delivery points, and secondary physical receipt and delivery points at

which it does not have primary receipt and delivery rights under its FTS-1 Service Agreement. A Releasor may

not re-release a released segment until such time as the Releasor either recalls the released segment or the

released segment reverts to the Releasor at the end of the release term. Replacement Shippers that desire to

re-release a released segment may release transportation capacity within their acquired capacity segment and to

any points within the zone for which the Shipper pays. The sum of capacity released in any segment cannot exceed the Releasor's original Transportation Demand.

- (q) Imbalances under this Rate Schedule are subject to the following requirements:
- (1) All imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (2) A Shipper's imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has had its nomination confirmed and been actually allocated quantities of gas for shipment.
- (3) Imbalances incurred in one rate zone may be eliminated by netting or trading in that same rate zone or may be eliminated by netting or trading between rate zones, although elimination of the imbalance between rate zones may constitute transportation service for which charges apply.
- (4) Any imbalance, which is not eliminated by the end of the calendar month in which it is reported to the Shipper, is subject to the penalties provided for under this Tariff.

FERC Docket: RP96-389-092

Seventh Revised Sheet No. 40 Seventh Revised Sheet No. 40

Superseding: Sixth Revised Sheet No. 40

### FTS-1 RATE SCHEDULE FIRM TRANSPORTATION SERVICE (Continued)

(h) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement

and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this

Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter

and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service

Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying

t = 1 remination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A

to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement

and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and

Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined

nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each

separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be

identified by its original contract number or such other identification convention determined to be applicable

by Transporter.

## 3. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher

than the applicable total effective maximum charges and no lower than the applicable total effective minimum

charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise

mutually agreed by Transporter and Shipper with respect to the charges identified in Sections 3(b) below.

- (b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the
- charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the

charges identified in Sections 3(b)(1), (2) and (3) below, and is specified in Shippers's FTS-1 Service Agreement:

- (1) Reservation Charge: The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's FTS-1 Service Agreement.
- (2) Commodity Charge: The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
- (3) Overrun Charge: The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.
  - (4) Surcharges: The surcharges applicable to this Rate Schedule.
  - (c) The charges and surcharges described above are subject to adjustment in accordance with

the

procedures set forth in the General Terms and Conditions.

- (d) The Reservation Charge shall apply as of the date firm transportation service is deemed to commence by the terms of Shipper's FTS-1 Service Agreement.
- (e) In addition to the charges and applicable surcharges, Transporter shall retain from the gas
  tendered for transportation the effective Retainage percentage set forth in the currently effective applicable

rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance

with Section 33 (Transportation Retainage Adjustment) of the General Terms and Conditions. Transporter will

not retain the company use portion of the Retainage for transactions under this Rate Schedule where no compression is required (e.g. backhaul transactions); however, Transporter will retain the unaccounted for

portion of the Retainage for those transactions.

### 4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Ninth Revised Sheet No. 40 Ninth Revised Sheet No. 40

Superseding: Seventh Revised Sheet No. 40

### FTS-1 RATE SCHEDULE FIRM TRANSPORTATION SERVICE (Continued)

(h) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement

and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this

Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter

and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service

Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying

 $t = m \sin t$  and associated volumes of Transportation Demand will be set forth on a separate Appendix A

to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement

and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and

Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined

nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each

separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be

identified by its original contract number or such other identification convention determined to be applicable

by Transporter.

## 3. RATE

below.

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher

than the applicable total effective maximum charges and no lower than the applicable total effective

than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless

otherwise

mutually agreed by Transporter and Shipper with respect to the charges identified in Sections 3(b)

- (b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the
- charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the

charges identified in Sections 3(b)(1), (2) and (3) below, and is specified in Shippers's FTS-1 Service Agreement:

- (1) Reservation Charge: The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's FTS-1 Service Agreement.
- (2) Commodity Charge: The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
- (3) Overrun Charge: The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.
  - (4) Surcharges: The surcharges applicable to this Rate Schedule.
  - (c) The charges and surcharges described above are subject to adjustment in accordance with

the

procedures set forth in the General Terms and Conditions.

- (d) The Reservation Charge shall apply as of the date firm transportation service is deemed to commence by the terms of Shipper's FTS-1 Service Agreement.
- (e) In addition to the charges and applicable surcharges, Transporter shall retain from the gas

  tendered for transportation the effective Retainage percentage set forth in the currently effective applicable

rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance

with Section 33 (Incentive Fixed Fuel) of the General Terms and Conditions. Transporter will not retain the

company use portion of the Retainage for transactions under this Rate Schedule where no compression is required (e.g. backhaul transactions); however, Transporter will retain the unaccounted for portion of the

Retainage for those transactions.

### 4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 05/01/1997 Status: Effective FERC Docket: RP96-283-000

Original Sheet No. 041 original Sheet No. 041 : Effective

SHEET NOS. 41 THROUGH 44 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

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Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 045 Original Sheet No. 045: Effective

FTS-2 RATE SCHEDULE FIRM TRANSPORTATION SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Auctions of Available Firm Service) of the General Terms and Conditions or pursuant to Transporter's Order No. 636 restructuring proceedings in FERC Docket No. RS92-6-000 or the restructuring proceedings of Columbia Gas Transmission Corporation (Columbia Transmission) in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FTS-2 Service

Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all

other applicable provisions of this Tariff.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) Service under this Rate Schedule is available to any Shipper who delivers gas to and receives gas from Transporter on Transporter's offshore or onshore lateral systems.
- (b) The transportation service provided under this Rate Schedule shall be performed under Subpart

B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter

under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver

thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided

on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule,  $\,$ 

up to the Transportation Demand set forth in the Shipper's FTS-2 Service Agreement.

- (c) Firm transportation service under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption
- to the extent provided in this Rate Schedule and in Section 16 (Interruptions of Service) of the General Terms

and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Demand plus Retainage. Transporter
- shall also not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) the quantity of gas Transporter receives for Shipper, less Retainage, or (iii)
- Shipper's Daily Scheduled Delivery Quantity. For the purpose of balancing any imbalances in Shipper's account
- Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions
- of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the General Terms

and Conditions.

Effective Date: 05/01/1997 Status: Suspended

FERC Docket: RP97- 52-000

First Revised Sheet No. 045 First Revised Sheet No. 045: Suspended

Superseding: Original Sheet No. 045

FTS-2 RATE SCHEDULE FIRM TRANSPORTATION SERVICE

#### 1. AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Auctions of Available Firm Service) of the General Terms and Conditions or pursuant to Transporter's Order No. 636 restructuring proceedings in FERC Docket No. RS92-6-000 or the restructuring proceedings of Columbia Gas Transmission Corporation (Columbia Transmission) in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FTS-2 Service

Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all

other applicable provisions of this Tariff.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) Service under this Rate Schedule is available to any Shipper who delivers gas to and receives gas from Transporter on Transporter's Offshore or onshore lateral systems, or on Transporter's Offsystem-Onshore Facilities.
- (b) The transportation service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter
- under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver
- thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided
- on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule,  $\,$
- up to the Transportation Demand set forth in the Shipper's FTS-2 Service Agreement.
- (c) Firm transportation service under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption
- to the extent provided in this Rate Schedule and in Section 16 (Interruptions of Service) of the General Terms
- and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.
- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Demand plus Retainage. Transporter
- shall also not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) the quantity of gas Transporter receives for Shipper, less Retainage, or (iii)
- Shipper's Daily Scheduled Delivery Quantity. For the purpose of balancing any imbalances in Shipper's account
- Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions
- of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the General Terms

and Conditions.

FERC Docket: RP04- 39-001

2nd Revised Sixth Revised Sheet No. 46 2nd Revised Sixth Revised Sheet No. 46 : Effective

Superseding: First Revised Sixth Revised Sheet No. 46

FTS-2 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

(e) Service rights under an FTS-2 Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to an assignee under any such release and assignment shall be subject to the terms and conditions set forth in this Rate Schedule and in the General Terms and Conditions.

- (f) Imbalances under this Rate Schedule are subject to the following requirements:
- (1) All imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (2) A Shipper's imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has had its nomination confirmed and been actually allocated quantities of gas for shipment.
- (3) Imbalances incurred in one rate zone may be eliminated by netting or trading in that same rate zone or may be eliminated by netting or trading between rate zones, although elimination of the imbalance between rate zones may constitute transportation service for which charges apply.
- (4) Any imbalance which is not eliminated by the end of the calendar month in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.
- (g) Shipper shall have the right once per year on the anniversary date of its FTS-2 Service Agreement to permanently decrease or, subject to availability of firm capacity, increase the MDQ set forth in

Exhibit A thereto, upon ninety (90) days prior written notice to Transporter, subject to the following requirements:

- (1) Shipper shall have committed for transportation under an FTS-2 Service Agreement, all reserves from the Primary Receipt Point set forth on Exhibit A to the FTS-2 Service Agreement for the term of the FTS-2 Service Agreement, provided such term is for a minimum of three (3) years.
- (2) Shipper's right to increase or decrease the MDQ shall be limited to the Primary Receipt Point associated with the committed reserves as set forth in paragraph (g) (1) above;
- (3) If Shipper requests a reduction in its MDQ then Shipper and Transporter shall mutually agree on the amount of reduction and Shipper shall provide upon Transporter's request a revised production profile and other reserve and deliverability data supporting the change underlying the request.
- (4) Shipper may request an increase in MDQ under its FTS-2 Service Agreement, subject to availability of firm capacity as determined by Transporter. Unless otherwise agreed to in writing between Shipper and Transporter, increases in MDQ shall be at the Recourse Rate for service under this Rate Schedule.

Effective Date: 04/01/2004 Status: Suspended

FERC Docket: RP00-326-004

Seventh Revised Sheet No. 46 seventh Revised Sheet No. 46 : Suspended

Superseding: Sixth Revised Sheet No. 46

FTS-2 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

(e) Under normal operating conditions, a Shipper under this Rate Schedule may segment its transportation capacity between primary physical receipt and delivery points, and secondary physical receipt

and delivery points at which it does not have primary receipt and delivery rights under its FTS-2 Service Agreement. For purposes of this section, virtual aggregation points under Rate Schedule AS and virtual scheduling points that represent physical receipt or delivery points (MLI Points) are eligible receipt or delivery points for segmentation purposes. Supply pooling points under Rate Schedule IPP are not eligible

receipt or delivery points for segmentation purposes. For purposes of this Section 2(e), the phrase "normal"

operating conditions" shall be defined to mean those situations in which Transporter is not required to: (i)

construct or install new facilities in order to accommodate a capacity segmentation request from a Shipper

under this Rate Schedule; or (ii) operate or modify Transporter's existing facilities in a manner inconsistent with the current design and operation of such facilities in order to accommodate a capacity segmentation request from a Shipper under this Rate Schedule. A Shipper may not use its segmented primary or

secondary physical points in such a way that its total nomination within any segment, or at any primary or

secondary points exceeds its original Transportation Demand in that segment, or at such point(s), provided

that, Shipper may segment its capacity to consist of forward hauls and backhauls up to the original Transportation Demand to the same point at the same time, subject to the scheduling and allocation provisions

of Section 7 of the General Terms and Conditions. For such a segmentation backhaul to the same point, Transporter shall provide such service on a secondary basis. Shipper shall not be permitted to segment its

transportation capacity under this Rate Schedule if such segmentation would limit Transporter's ability

provide firm service to other Shippers or in situations where transportation capacity is not available in particular segments or at primary or secondary points. Requests for segmentation of transportation capacity

under this Rate Schedule must be submitted by Shipper and Transporter shall evaluate such requests to determine if capacity segmentation can be permitted as requested by Shipper. Transporter reserves the right

to evaluate and disallow segmentation on a case-by-case basis for those situations that are not operationally

feasible and not already described in this Section 2(e). Transporter shall review all properly submitted requests for segmentation in zones where there are feasibility issues within ten (10) days, provided, however, Transporter shall use reasonable efforts to accommodate a Shipper if a request for segmentation is

made less than ten (10) days before the desired effective date. Disallowance of segmentation requests will

be made on a non-discriminatory basis. Transporter will post on its EBB within 10 business days, the explanation for any disallowance of segmentation not specifically described in this Tariff. Transporter will

post on its EBB the reasons for denial of any request for capacity segmentation.

(f) Service rights under an FTS-2 Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to an assignee under any such release and assignment shall be subject to the terms and conditions set forth in this Rate Schedule and in the General Terms and Conditions. Under normal operating conditions, a Shipper that releases its service rights under an FTS-2 Service Agreement may release transportation capacity

on any segment between primary physical receipt and delivery points, and secondary physical receipt and delivery points at which it does not have primary receipt and delivery rights under its FTS-2 Service Agreement. A Releasor may not re-release a released segment until such time as the Releasor either recalls

the released segment or the released segment reverts to the Releasor at the end of the release term. Replacement Shippers that desire to re-release a released segment may release transportation capacity within

their acquired capacity segment and to any points within the zone for which the Shipper pays. The sum of capacity released in any segment cannot exceed the Releasor's original Transportation Demand.

FERC Docket: RP06-145-000

First Revised Sheet No. 46A First Revised Sheet No. 46A: Effective

Superseding: Original Sheet No. 46A

FTS-2 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

(i) Shipper shall have the right once per year on the anniversary date of its FTS-2 Service Agreement to permanently decrease or, subject to availability of firm capacity, increase the MDQ set forth in

Exhibit A thereto, upon ninety (90) days prior written notice to Transporter, subject to the following requirements:

- (1) Shipper shall have committed for transportation under an FTS-2 Service Agreement, all reserves from the Primary Receipt Point set forth on Exhibit A to the FTS-2 Service Agreement for the term of the FTS-2 Service Agreement, provided such term is for a minimum of three (3) years.
- (2) Shipper's right to increase or decrease the MDQ shall be limited to the Primary Receipt Point associated with the committed reserves as set forth in paragraph (g)(1) above;
- (3) If Shipper requests a reduction in its MDQ then Shipper and Transporter shall mutually agree on the amount of reduction and Shipper shall provide upon Transporter's request a revised production profile and other reserve and deliverability data supporting the change underlying the request.
- (4) Shipper may request an increase in MDQ under its FTS-2 Service Agreement, subject to availability of firm capacity as determined by Transporter. Unless otherwise agreed to in writing between Shipper and Transporter, increases in MDQ shall be at the Recourse Rate for service under this Rate Schedule.

FERC Docket: RP06-145-000

First Revised Sheet No. 46.01 First Revised Sheet No. 46.01: Effective

Superseding: Original Sheet No. 46.01

FTS-2 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

- (g) Imbalances under this Rate Schedule are subject to the following requirements:
- (1) All imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (2) A Shipper's imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has had its nomination confirmed and been actually allocated quantities of gas for shipment.
- (3) Imbalances incurred in one rate zone may be eliminated by netting or trading in that same rate zone or may be eliminated by netting or trading between rate zones, although elimination of the imbalance between rate zones may constitute transportation service for which charges apply.
- (4) Any imbalance which is not eliminated by the end of the calendar month in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.
- (h) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement
- and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this
- Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter
- and Shipper may mutually agree to combine Service Agreements only to the extent that the individual
- Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(h), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes
- of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms
- and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements
- that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of
- each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will
- be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

FERC Docket: RP96-389-083

Third Revised Sheet No. 47 Third Revised Sheet No. 47: Effective

Superseding: Second Revised Sheet No. 47

FTS-2 RATE SCHEDULE

FIRM TRANSPORTATION SERVICE (Continued)

#### RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in sections

3(b)(1), (2) and (3) below.

- (b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and shipper with respect to the charges identified in sections 3(b)(1), (2) and (3) below, and is specified in Shippers FTS-2 Service Agreement:
- (1) Reservation Charge: The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's FTS-2 Service Agreement.
- (2) Commodity Charge: The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
- (3) Overrun Charge: The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.
  - (4) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) The Reservation Charge shall apply as of the date firm transportation service is deemed to commence by the terms of Shipper's FTS-2 Service Agreement.
- (e) In addition to the charges and applicable surcharges, Transporter shall retain from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in
- accordance with Section 33 (Transportation Retainage Adjustment) of the General Terms and Conditions. Transporter will not retain gas from Shippers utilizing Transporter's capacity in off-system pipelines (those pipeline facilities which do not connect directly to Transporter's pipeline facilities). Shippers will provide the retainage applicable to the respective off-system pipeline they are utilizing.
- (f) If Shipper tenders gas to Transporter which contains liquids which Shipper or Shipper's producer/supplier requests Transporter to transport, separate and handle, Transporter will charge Shipper the applicable charge for performing this service unless Shipper requests Transporter to contract directly

with the producer/supplier. Transporter will continue to charge Shipper for this service until such contract is executed by Transporter and the producer/supplier.

## 4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Fifth Revised Sheet No. 47 Fifth Revised Sheet No. 47

Superseding: 2nd Sub Third Revised Sheet No. 47

# FTS-2 RATE SCHEDULE FIRM TRANSPORTATION SERVICE (Continued)

### 3. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than

the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise

mutually agreed to by Transporter and Shipper with respect to the charges identified in sections  $3(b)\,(1)$ , (2)

and (3) below.

to the

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay  $\operatorname{Transporter}$  the

charges set forth below, unless otherwise mutually agreed to by Transporter and shipper with respect to the

charges identified in sections 3(b)(1), (2) and (3) below, and is specified in Shippers FTS-2 Service Agreement:

- (1) Reservation Charge: The maximum Reservation Charge for each Month, assessed on each
  Dth of Transportation Demand specified in Shipper's FTS-2 Service Agreement.
- (2) Commodity Charge: The maximum Commodity Charge per Dth of gas actually delivered each
  Day during the Month to or for the account of Shipper.
- (3) Overrun Charge: The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.
  - (4) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) The Reservation Charge shall apply as of the date firm transportation service is deemed to commence by the terms of Shipper's FTS-2 Service Agreement.
- (e) In addition to the charges and applicable surcharges, Transporter shall retain from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective

applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in

accordance
with Section 33 (Incentive Fixed Fuel) of the General Terms and Conditions. Transporter will not

retain gas

from Shippers utilizing Transporter's capacity in off-system pipelines (those pipeline facilities which do not connect directly to Transporter's pipeline facilities). Shippers will provide the retainage applicable

respective off-system pipeline they are utilizing.

- (f) If Shipper tenders gas to Transporter which contains liquids which Shipper or Shipper's producer/supplier requests Transporter to transport, separate and handle, Transporter will charge
- Shipper the applicable charge for performing this service unless Shipper requests Transporter to contract directly
- with
  the producer/supplier. Transporter will continue to charge Shipper for this service until such
  contract is

executed by Transporter and the producer/supplier.

## 4. GENERAL TERMS AND CONDITIONS

 $\hbox{All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby \\ \hbox{made a} \\ \hbox{part hereof.}$ 

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Second Revised Sheet No. 47A Second Revised Sheet No. 47A

Superseding: Original Sheet No. 47A

FTS-2 RATE SCHEDULE FIRM TRANSPORTATION SERVICE (Continued)

- (e) In addition to the charges and applicable surcharges, Transporter shall retain from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance with Section 33 (Incentive Fixed Fuel) of the General Terms and Conditions. Transporter will not retain gas from Shippers utilizing Transporter's capacity in off-system pipelines (those pipeline facilities which do not connect directly to Transporter's pipeline facilities). Shippers will provide the retainage applicable to the respective off-system pipeline they are utilizing.
- (f) If Shipper tenders gas to Transporter which contains liquids which Shipper or Shipper's producer/supplier requests Transporter to transport, separate and handle, Transporter will charge Shipper the applicable charge for performing this service unless Shipper requests Transporter to contract directly with the producer/supplier. Transporter will continue to charge Shipper for this service until such contract is executed by Transporter and the producer/supplier.
- 4. GENERAL TERMS AND CONDITIONS

 $\,$  All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 048 Original Sheet No. 048: Effective

SHEET NOS. 48 THROUGH 52 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RS92- 6-007

First Revised Sheet No. 053 First Revised Sheet No. 053 : Effective

Superseding: Original Sheet No. 053

ITS-1 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper

has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed an ITS-1 Service Agreement with Transporter, and (iv) Shipper complies

with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

(a) Service under this Rate Schedule is available to any Shipper who delivers gas to Transporter at Rayne, Louisiana or points north for delivery to points north of Rayne, Louisiana, up to and including the

interconnection of the facilities of Transporter and Columbia Gas Transmission Corporation (Columbia Transmission).

- (b) The service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled
- quantities, less Retainage, to or for Shipper. Such service shall be provided on an interruptible basis and
- shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's ITS-1 Service Agreement.
- (c) Service provided under this Rate Schedule shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as provided
- in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Service
- under this Rate Schedule shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.
- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Quantity plus Retainage. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Quantity, (ii) the quantity of gas Transporter receives for Shipper, less Retainage,
- or (iii) Shipper's Scheduled Daily Delivery Quantity. For the purpose of balancing any imbalances in Shipper's
- account Shipper may take or deliver quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the

General Terms and Conditions.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP00-326-004

Eighth Revised Sheet No. 54 Eighth Revised Sheet No. 54: Effective

Superseding: Seventh Revised Sheet No. 54

ITS-1 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

(e) The interconnections at which service is available under this Rate Schedule shall be maintained on a Master List of Interconnections (MLI) that Transporter shall post on its Electronic Bulletin

Board (EBB). The interconnection points on the MLI shall be available to Shippers and shall be incorporated

by reference in Shipper's ITS-1 Service Agreements.

(f) During any Month, Shipper shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Transportation Quantity set forth in Shipper's ITS-1

Service Agreement, if such increase would cause a reduction of existing quantities flowing on Transporter's

system under a Service Agreement between Transporter and Shipper of equal or higher priority. A scheduled

temporary reduction in the quantities being transported, if requested by Shipper and approved by Transporter, shall not reduce the level of Shipper's existing quantities flowing on Transporter's system for

purposes of this paragraph.

- (g) Service rights under an ITS-1 Service Agreement may not be released and assigned.
  - (h) Imbalances under this Rate Schedule are subject to the following requirements:
- (1) All imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (2) A Shipper's imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has had its nomination confirmed and been actually allocated quantities of gas for shipment.
- (3) Imbalances incurred in one rate zone may be eliminated by netting or trading in that same rate zone or may be eliminated by netting or trading between rate zones, although elimination of the imbalance between rate zones may constitute transportation service for which charges apply.
- (4) Any imbalance which is not eliminated by the end of the calendar month in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.

## 3. BIDDING PROCEDURE

(a) Transporter shall post a notice on its EBB setting forth: (i) the interruptible transportation capacity it anticipates will be available for the upcoming Month at each applicable receipt

and delivery point; and (ii) the Minimum Bid Rate, inclusive of applicable surcharges for such capacity. The

Minimum Bid Rate shall not be higher than the total effective Maximum ITS-1 Rate set forth in Transporter's Tariff.

(b) Shippers seeking to obtain all or a portion of that capacity shall, through Transporter's EBB, submit their bids for the capacity to Transporter, together with their nominations of service (i.e., the quantity bid at each nominated point) under the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted, and bids may be withdrawn prior to the nomination deadline. Bids must comply with Section 3(c) below. All bidding shall be

open until the nomination deadline. Transporter shall post all bids received, including quantities and receipt and delivery points.

(c) Shipper's bid for capacity under this Rate Schedule shall state the rate Shipper is offering to pay for the service it has nominated in terms of cents per Dth (¢/Dth) to the nearest hundredth

of a cent (00.00¢). Shipper's bid rate shall be no lower than the Minimum Bid Rate and no higher than

the

total effective Maximum ITS-1 Rate as set forth on the currently effective applicable rate tariff sheets of

this Tariff. Bids submitted for higher than the Maximum ITS-1 Rate shall be deemed to be at the Maximum ITS-  $\!\!\!$ 

 $1 \, \mathrm{Rate.}$  Bids submitted for higher than a previously agreed to discounted rate shall be deemed to supersede

such discounted rate. Transporter may reject any bids: (i) for an amount lower than the Minimum Bid Rate;

or (ii) from bidders that do not currently have an ITS-1 Service Agreement with Transporter.

FERC Docket: RP97-523-000

Fifth Revised Sheet No. 055 Fifth Revised Sheet No. 055: Effective

Superseding: Fourth Revised Sheet No. 055

ITS-1 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

(d) At the close of the Bidding Period, Transporter shall allocate the capacity available under this Rate Schedule based upon the respective bid rates received during the Bidding Period for that capacity,

and in accordance with the provisions of Section 7 (Capacity Allocation) of the General Terms and Conditions.

As soon as possible after Transporter allocates capacity, it shall notify winning Shippers electronically through Transporter's EBB of the quantities awarded to Shippers at the rate bid. Transporter shall not subsequently discount any winning bid rates. All accepted bids between the Minimum Bid Rate and the Maximum

ITS-1 Rate shall be deemed to be selective discounts and shall be reported under any Commission regulations

applicable to such selective discounts.

(e) Transporter, on a daily basis during a Month, shall post a notice on its EBB setting forth the interruptible capacity that it estimates is available. Shippers may submit bids for such capacity during

the Month together with their nominations for service (i.e., the quantity bid at each nominated point under

the provisions of Section 6 (Nominations, Scheduling, and Monitoring) of the General Terms and Conditions).

The deadlines for bidding for such capacity shall be the same as the nomination deadlines specified in Section

6 (nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted

throughout the Month, and bids may be withdrawn at any time prior to the nomination deadline. Bids must comply

with Section 3(c) above.

(f) Those Shippers which have been awarded capacity may, subsequently during that Month, withdraw their bids and their related nominations, or portions thereof, prior to the daily nomination deadlines specified in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. In that event, Transporter will cease transportation with respect to the withdrawn portion of the nomination.

(q) All capacity awarded to a Shipper hereunder must be accepted by Shipper.

FERC Docket: RP96-389-092

Sixth Revised Sheet No. 55A Sixth Revised Sheet No. 55A

Superseding: Fifth Revised Sheet No. 55A

ITS-1 RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

#### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than

the applicable total effective maximum rate charges and no lower than the applicable total effective minimum

rate charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charge identified in Section

4(b)(1) below.

- (b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter
- Shipper's bid rate, which shall include the charges set forth below:
- (1) Commodity Charge: A Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
  - (2) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- $\hbox{(d)} \qquad \hbox{In addition to collecting the applicable charges and surcharges, Transporter shall} \\$

from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance with Section 33 (Transportation Retainage Adjustment) of the General Terms and Conditions. Transporter will not retain the company use portion of the Retainage for transactions under this

Rate Schedule where no compression is required (e.g. backhaul transactions); however, Transporter will retain

the unaccounted for portion of the Retainage for those transactions.

## 5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 12, 14, and 34.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Eighth Revised Sheet No. 55A Eighth Revised Sheet No. 55A

Superseding: Sixth Revised Sheet No. 55A

# ITS-1 RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

#### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than

the applicable total effective maximum rate charges and no lower than the applicable total effective minimum

rate charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charge identified in Section

4(b)(1) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter

Shipper's bid rate, which shall include the charges set forth below:

(1) Commodity Charge: A Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

- (2) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- $\hbox{(d)} \qquad \hbox{In addition to collecting the applicable charges and surcharges, Transporter shall}\\$

from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance with Section 33 (Incentive Fixed Fuel) of the General Terms and Conditions. Transporter will not retain the company use portion of the Retainage for transactions under this Rate Schedule

where no compression is required (e.g. backhaul transactions); however, Transporter will retain the unaccounted for portion of the Retainage for those transactions.

# 5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 12, 14, and 34.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 056 Original Sheet No. 056: Effective

SHEET NOS. 56 THROUGH 60 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RS92- 6-007

First Revised Sheet No. 061 First Revised Sheet No. 061: Effective

Superseding: Original Sheet No. 061

ITS-2 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper

has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed an ITS-2 Service Agreement with Transporter, and (iv) Shipper complies

with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

- (a) Service under this Rate Schedule is available to any Shipper who delivers gas to Transporter on Transporter's offshore or onshore lateral systems.
- (b) The service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled

quantities, less Retainage, to or for Shipper. Such service shall be provided on an interruptible basis and

shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's ITS-2 Service Agreement.

- (c) Service provided under this Rate Schedule shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as provided
- in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions.

under this Rate Schedule shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Quantity plus Retainage. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Quantity, (ii) the quantity of gas Transporter receives for Shipper, less Retainage,
- or (iii) Shipper's Scheduled Daily Delivery Quantity. For the purpose of balancing any imbalances in Shipper's

account Shipper may take or deliver quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the

General Terms and Conditions.

Effective Date: 05/01/1997 Status: Suspended

FERC Docket: RP97- 52-000

Second Revised Sheet No. 061 Second Revised Sheet No. 061: Suspended

Superseding: First Revised Sheet No. 061

ITS-2 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper

has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed an ITS-2 Service Agreement with Transporter, and (iv) Shipper complies

with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

- (a) Service under this Rate Schedule is available to any Shipper who delivers gas to Transporter on Transporter's Offshore or onshore lateral systems, or on Transporter's Offsystem-Onshore facilities.
- (b) The service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled
- quantities, less Retainage, to or for Shipper. Such service shall be provided on an interruptible basis and
- shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's ITS-2 Service Agreement.
- (c) Service provided under this Rate Schedule shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as provided
- in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions.
- under this Rate Schedule shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.
- (d) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Scheduled Daily Receipt Quantity or (ii) Shipper's Transportation Quantity plus Retainage. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Quantity, (ii) the quantity of gas Transporter receives for Shipper, less Retainage,
- or (iii) Shipper's Scheduled Daily Delivery Quantity. For the purpose of balancing any imbalances in Shipper's
- account Shipper may take or deliver quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling and Monitoring) and Section 7 (Capacity Allocation) of the

General Terms and Conditions.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP00-326-004

Seventh Revised Sheet No. 62 seventh Revised Sheet No. 62: Effective

Superseding: Sixth Revised Sheet No. 62

ITS-2 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

(e) The interconnections at which service is available under this Rate Schedule shall be maintained on a Master List of Interconnections (MLI) that Transporter shall post on its Electronic Bulletin

Board (EBB). The interconnection points on the MLI shall be available to Shippers and shall be incorporated

by reference in Shipper's ITS-2 Service Agreements.

(f) During any Month, Shipper shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Transportation Quantity set forth in Shipper's ITS-2 Service Agreement, if such increase would cause a reduction of existing quantities flowing on Transporter's system

under a Service Agreement between Transporter and Shipper of equal or higher priority. A scheduled temporary

reduction in the quantities being transported, if requested by Shipper and approved by Transporter, shall not

reduce the level of Shipper's existing quantities flowing on Transporter's system for purposes of this paragraph.

- (g) Service rights under an ITS-2 Service Agreement may not be released and assigned.
- (h) Imbalances under this Rate Schedule are subject to the following requirements:
- (1) All imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (2) A Shipper's imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has had its nomination confirmed and been actually allocated quantities of gas for shipment.
- (3) Imbalances incurred in one rate zone may be eliminated by netting or trading in that same rate zone or may be eliminated by netting or trading between rate zones, although elimination of the imbalance between rate zones may constitute transportation service for which charges apply.
- (4) Any imbalance which is not eliminated by the end of the calendar month in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.

# 3. BIDDING PROCEDURE

(a) Transporter shall post a notice on its EBB setting forth: (i) the capacity it anticipates will be available for the upcoming Month for bidding under this Rate Schedule, including capacity at applicable receipt and delivery points; and (ii) the Minimum Bid Rate, inclusive of applicable surcharges for

such capacity. The Minimum Bid Rate shall not be higher than the total effective Maximum ITS-2 Rate set forth in Transporter's Tariff.

(b) Shippers seeking to obtain all or a portion of that capacity shall, through Transporter's EBB, submit their bids for the capacity to Transporter, together with their nominations of service (i.e., the

quantity bid at each nominated point) under the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted, and bids may be withdrawn

prior to the nomination deadline. Bids must comply with Section 3(c) below. All bidding shall be open until

the nomination deadline. Transporter shall post all bids received, including quantities and receipt and delivery points.

(c) Shipper's bid for capacity under this Rate Schedule shall state the rate Shipper is offering to pay for the service it has nominated in terms of cents per Dth ( $^{\circ}$ /Dth) to the nearest hundredth of a cent

(00.00¢). Shipper's bid rate shall be no lower than the Minimum Bid Rate and no higher than the total effective Maximum ITS-2 Rate as set forth on the currently effective rate tariff sheets of this Tariff. Bids submitted for higher than the Maximum ITS-2 Rate shall be deemed to be at the Maximum ITS-2 Rate. Bids

submitted for higher than a previously agreed to discounted rate shall be deemed to supercede such discounted

rate. Transporter may reject any bids: (i) for an amount lower than the Minimum Bid Rate; or (ii) from bidders that do not currently have an ITS-2 Service Agreement with Transporter.

FERC Docket: RP97-523-000

Fifth Revised Sheet No. 063 Fifth Revised Sheet No. 063: Effective

Superseding: Fourth Revised Sheet No. 063

ITS-2 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

(d) At the close of the Bidding Period, Transporter shall allocate the capacity available under this Rate Schedule based upon the respective bid rates received during the Bidding Period for that capacity,

and in accordance with the provisions of Section 7 (Capacity Allocation) of the General Terms and Conditions.

As soon as possible after Transporter allocates capacity, it shall notify winning Shippers electronically through Transporter's EBB of the quantities awarded to Shippers at the rate bid. Transporter shall not subsequently discount any winning bid rates. All accepted bids between the Minimum Bid Rate and the Maximum

ITS-2 Rate shall be deemed to be selective discounts and shall be reported under any Commission regulations

applicable to such selective discounts.

(e) Transporter, on a daily basis during a Month, shall post a notice on its EBB setting forth the interruptible capacity that it estimates is available. Shippers may submit bids for such capacity during

the Month together with their nominations for service (i.e., the quantity bid at each nominated point under

the provisions of Section 6 (Nominations, Scheduling, and Monitoring) of the General Terms and Conditions).

The deadlines for bidding for such capacity shall be the same as the nomination deadlines specified in Section

6 (nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted

throughout the Month, and bids may be withdrawn at any time prior to the nomination deadline. Bids must comply

with Section 3(c) above.

(f) Those Shippers which have been awarded capacity may, subsequently during that Month, withdraw their bids and their related nominations, or portions thereof, prior to the daily nomination deadlines.

specified in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. In that

event, Transporter will cease transportation with respect to the withdrawn portion of the nomination.

(g) All capacity awarded to a Shipper hereunder must be accepted by Shipper.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-492-000

Sixth Revised Sheet No. 63A Sixth Revised Sheet No. 63A: Effective

Superseding: Fifth Revised Sheet No. 63A

ITS-2 RATE SCHEDULE

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

#### 4. RATE

- (a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum rate charges and no lower than the applicable total effective minimum rate charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charge identified in Section 4(b)(1) below.
- (b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter Shipper's bid rate, which shall include the charges set forth below:
- (1) Commodity Charge: A Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
  - (2) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance with Section 33 (Transportation Retainage Adjustment) of the General Terms and Conditions. Transporter will not retain gas from Shippers utilizing Transporter's capacity in off-system pipelines (those pipeline facilities that do not connect directly to Transporter's pipeline facilities). Shippers will provide the Retainage applicable to the respective off-system pipeline they are utilizing.
- (e) If Shipper tenders gas to Transporter which contains liquids which Shipper or Shipper's producer/supplier requests Transporter to transport, separate and handle, Transporter will charge Shipper

applicable charge for performing this service unless Shipper requests Transporter to contract directly with

the producer/supplier. Transporter will continue to charge Shipper for this service until Transporter and

the producer/supplier execute such contract.

## 5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 12, 14, and 34.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Eighth Revised Sheet No. 63A Eighth Revised Sheet No. 63A

Superseding: Sixth Revised Sheet No. 63A

# ITS-2 RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher

than the applicable total effective maximum rate charges and no lower than the applicable total effective

minimum rate charges set forth in the currently effective applicable rate tariff sheets of this Tariff, unless

otherwise mutually agreed to by Transporter and Shipper with respect to the charge identified in Section

4(b)(1) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter

Shipper's bid rate, which shall include the charges set forth below:

- (1) Commodity Charge: A Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.
  - (2) Surcharges: The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) In addition to collecting the applicable charges and surcharges, Transporter shall retain

from the gas tendered for transportation the effective Retainage percentage set forth in the currently effective applicable rate tariff sheets of this Tariff. That Retainage percentage shall be subject to adjustment in accordance with Section 33 (Incentive Fixed Fuel) of the General Terms and Conditions. Transporter will not retain gas from Shippers utilizing Transporter's capacity in off-system pipelines those

pipeline facilities that do not connect directly to Transporter's pipeline facilities). Shippers will provide

the Retainage applicable to the respective off-system pipeline they are utilizing.

(e) If Shipper tenders gas to Transporter which contains liquids which Shipper or Shipper's producer/supplier requests Transporter to transport, separate and handle, Transporter will charge Shipper the

applicable charge for performing this service unless Shipper requests Transporter to contract directly with

the producer/supplier. Transporter will continue to charge Shipper for this service until Transporter and the

producer/supplier execute such contract.

# 5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 12, 14, and 34.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 064 Original Sheet No. 064: Effective

SHEET NOS. 64 THROUGH 68 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RS92- 6-005

Original Sheet No. 069 Original Sheet No. 069: Effective

AS-GULF RATE SCHEDULE AGGREGATION SERVICE

## 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter)

to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available

to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper has submitted

a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii)

Shipper has executed an AS-Gulf Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive

quantities at the receipt points and deliver thermally equivalent quantities at the aggregation points set

forth in Shipper's AS-Gulf Service Agreement. Such service shall be provided on an Interruptible basis and

shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's AS-Gulf Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the

extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and

Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) In accordance with the provisions of this Rate Schedule, Shipper may aggregate gas supplies from multiple receipt points within the Aggregation Areas described below, for transfer at the delivery point

(Aggregation Point) specified for each such Aggregation Area. Aggregation Points may be primary or secondary

receipt points in Shipper's or other parties' Service Agreements under Transporter's firm and interruptible

transportation Rate Schedules.

(d) Service rights under an AS-Gulf Service Agreement may not be released and assigned.

FERC Docket: RP96-283-002

Third Revised Sheet No. 070 Third Revised Sheet No. 070: Effective

Superseding: First Revised Sheet No. 070

AS-GULF RATE SCHEDULE AGGREGATION SERVICE (Continued)

## 3. AGGREGATION AREAS AND AGGREGATION POINTS

- (a) The Aggregation Areas under this Rate Schedule are shown on the map included as the last page of this Rate Schedule. The Aggregation Points associated with those Aggregation Areas are as follows:
  - 1. South Lake Arthur, Vermilion Parish, LA
  - 2. Erath, LA
- (b) Transporter may from time to time change or add the Aggregation Areas and Aggregation Points to adjust for changes in operations or to respond to market requirements by posting such change

on Transporter's EBB.

## 4. OPERATING CONDITIONS

- (a) For all receipt points, Shipper shall nominate quantities as follows:
- (i) Shipper shall nominate quantities to be transported from the receipt points to the Aggregation Point in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions as modified by the procedure set forth below.
- (ii) Shipper shall provide to Transporter through nominations the following information: (a) For transactions to be received from Shippers' Aggregation / Pooling Location (pool market), the party receiving gas, the quantity of gas, and the ranking of each pool market nomination; (b) For transactions supplying gas to Shipper's Aggregation / Pooling Location (pool supply), the party supplying gas, the supply location, the quantity of gas, and the ranking of each pool supply nomination. Transporter shall allow Shipper to use Package IDs in creating nominations. Rankings should be within 1 and 999 with the number 1 indicating the highest priority, i.e., the last transaction to have its quantities affected and 999 indicating the lowest priority, i.e., the first transaction to have its quantities affected. Shipper's pool nominations that do not include a rank will be defaulted to a ranking of 999.
- (iii)At any receipt point or delivery point where gas is flowing to or from multiple parties, Shipper shall provide to Transporter a Predetermined Allocation Methodology agreement in accordance with the procedures set forth in Section 8 (Meter Allocations) of the General Terms and Conditions.
- (b) Pool-to-pool transfers by Shippers may be permitted by Transporter at an Aggregation Point. Transfers among Aggregation Points in the same rate zone in the same pipeline system or to Service Agreements under Transporter's IPP-Gulf Rate Schedule in the same rate zone and pipeline system
- also may be permitted on an interruptible basis. Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 6 (Nominations, Scheduling, and Monitoring) at the General Terms and Conditions. Transporter shall not unreasonably withhold approval

of pool-to-pool transfers.

FERC Docket: RP96-283-002

Substitute Second Revised Sheet No. 071 substitute Second Revised Sheet No. 071 : Effective Superseding: Second Revised Sheet No. 071

# AS-GULF RATE SCHEDULE AGGREGATION SERVICE (Continued)

- (c) In the event that pool supply and market quantities do not equal, Transporter may use rankings on Shipper's pool nominations to bring supply and market quantities into balance.
- (d) Any differences between confirmed nominations and actual receipt quantities shall be held as an operational imbalance under Shipper's AS-Gulf Service Agreement.
- (e) All operational imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (f) A Shipper's operational imbalance account will not be credited with any imbalance volumes unless (i) the gas is designated as imbalance gas by the Shipper prior to Transporters's receipt of any imbalance gas by Transporter or delivery of any imbalance gas by Transporter, and (ii)

FERC Docket: RP96-283-001

Second Revised Sheet No. 072 Second Revised Sheet No. 072: Effective

Superseding: Original Sheet No. 072

AS-GULF RATE SCHEDULE AGGREGATION SERVICE (Continued)

the Shipper has properly nominated and scheduled the gas for transportation in accordance with

Tariff, has been awarded capacity, has its nomination confirmed and been actually allocated quantities of gas for shipment.

(g) Operational imbalances incurred in one rate zone must be eliminated by transactions in that same rate zone.

(h) Any operational imbalance which is not eliminated by the end of the calendar

in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.

5. RATE

month

No rate will be charged for service under this Rate Schedule. Transporter shall continue
to charge for those pool quantities any applicable transportation service charge under the

FTS-2 Rate

Schedule or ITS-2 Rate Schedule from sources to which the transportation service applies.

Transporter reserves the right to file pursuant to Section 4 of the Natural Gas Act to

Transporter reserves the right to file pursuant to Section 4 of the Natural Gas  $\operatorname{Act}$  to implement

charges to recover any and all costs of providing service under this Rate Schedule. Before Transporter implements such a charge, Shipper shall have the right to cancel its AS-Gulf Service

Agreement(s) that are subject to that charge.

6. PENALTIES

(a) If Shipper fails to interrupt service as directed by Transporter pursuant to

Section

in

16 (Interruptions of Service) of the General Terms and Conditions and thereby takes gas from or tenders gas to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery Quantity (Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties of \$5.00 per Dth on the first three percent of quantities taken or tendered in excess of its Lowered Quantity, and \$10.00 per Dth for quantities taken or tendered

excess of 103 percent of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per

Dth per day shall be assessed to Shipper for all quantities in violation of that operational flow order.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby
made a part hereof, with the exception of Sections 4, 14, 19 and Sections 31 through 35.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 073 original Sheet No. 073 : Effective

MAP OF AGGREGATE AREAS

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 074 original Sheet No. 074 : Effective

SHEET NOS. 74 THROUGH 78 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP96-283-000

Second Revised Sheet No. 079 Second Revised Sheet No. 079: Effective

Superseding: First Revised Sheet No. 079

IPP-GULF RATE SCHEDULE

INTERRUPTIBLE PAPER POOLS

#### AVATTABITATY

Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter)

to any Shipper, provided that (i) Shipper has submitted a valid request for service in accordance with Section 3 (Requests for Service) of the General Terms and Conditions, (ii) Shipper has executed an IPP-Gulf

Service Agreement with Transporter, and (iii) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

- (a) Subject to the limitations set forth below, Transporter shall provide an accounting service for gas supplies pooled by Shipper pursuant to this Rate Schedule.
- (b) In accordance with the provisions of this Rate Schedule, Shipper may aggregate or "pool" gas supplies for purposes of transportation from (i) any source delivered into Transporter's core onshore

or offshore systems (Blue Water System) or (ii) at the Pooling Points specified in Section 3 of this Rate Schedule or (iii) at any Aggregation Points within the same rate zone and pipeline system. Pooling under this

Rate Schedule is interruptible, in accordance with the priorities described in Section 16 (Interruptions of

Service) of the General Terms and Conditions.

(c) Service rights under an IPP-Gulf Service Agreement may not be released and assigned.

### POOLING POINTS

- (a) Pooling Points under this Rate Schedule are as follows:
  - (1) Mainline Zone, designated as being Transporter's pipeline system from Rayne, Louisiana to Leach, Kentucky;
  - (2) Offshore Zone, designated as being Transporter's contiguous pipeline system lying offshore Louisiana, plus the onshore segment from Pecan Island to Egan, Louisiana; and
  - (3) Onshore Zone, designated as being Transporter's remaining pipeline system in Louisiana which belongs to neither the Mainline Zone nor Offshore Zone.
- (b) Transporter may from time to time change or add Pooling Points or areas to respond to market requirements by posting such change(s) on Transporter's Electronic Bulletin Board (EBB).
  - (c) Service rights under an IPP-Gulf Service Agreement may not be released and assigned.
- (d) No Shipper may be permitted more than one currently effective IPP-Gulf Service Agreement per rate zone per pipeline system.

FERC Docket: RP96-283-002

Substitute Fourth Revised Sheet No. 080 Substitute Fourth Revised Sheet No. 080: Effective

Superseding: Fourth Revised Sheet No. 080

IPP-GULF RATE SCHEDULE

INTERRUPTIBLE PAPER POOLS (Continued)

## 4. OPERATING CONDITIONS

will

- (a) For all receipt points or Pooling Points on Transporter's core onshore and offshore systems (Blue Water System), Shipper shall nominate quantities as follows:
  - (i) Shipper shall nominate quantities to be received at Pooling Points or at receipt points to the pool in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions, as modified by the procedure set forth below.
- (ii) Shipper shall provide Transporter through nominations the following information: (a) For transactions to be received from Shipper's Aggregation / Pooling Location (pool market), the party

receiving gas, the quantity of gas, and the ranking of each pool market nomination; (b) For transactions supplying gas to Shipper's Aggregation / Pooling Location (pool supply), the party supplying gas, the supply location, the quantity of gas, and the ranking of each pool supply nomination. Transporter shall allow Shipper to use Package IDs in creating nominations. Rankings should be within 1 and 999 with the number 1 indicating the highest priority, i.e., the last transaction to have its quantities affected and 999 indicating the lowest priority, i.e., the first transaction to have it quantities affected. Shipper's pool nominations that do not include a rank

be defaulted to a ranking of 999.

- (b) Pool-to-pool transfers by Shippers shall be permitted at the Pooling Point or at receipt points in the same rate zone and the same pipeline system. Nominations for such transfers shall be submitted in accordance with the nomination procedures set forth in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Transporter shall not unreasonably withhold approval of pool-to-pool transfers.
- (c) Pool-to-pool transfers are not permitted between the Zones identified in Section 3 of this Rate Schedule.
- (d) In the event that pool supply and market quantities do not equal, Transporter may use rankings provided on Shipper's pool nominations to bring supply and market quantities into balance.

FERC Docket: RP96-283-002

Substitute First Revised Sheet No. 080A Substitute First Revised Sheet No. 080A: Effective

Superseding: First Revised Sheet No. 080A

IPP-GULF RATE SCHEDULE

INTERRUPTIBLE PAPER POOLS (Continued)

- (e) Any differences between confirmed nominations and actual receipt quantities shall be held as an operational imbalance under Shipper's IPP-Gulf Service Agreement.
- (f) All operational imbalances must be eliminated by the end of the calendar month in which they are reported to Shipper.
- (g) A Shipper's operational imbalance account will not be credited with any imbalance volumes unless
- (i) the gas is designated as imbalance gas by the Shipper prior to Transporter's receipt of any imbalance gas
- by Transporter or delivery of any imbalance gas by Transporter, and (ii) the Shipper has properly nominated
- and scheduled the gas for transportation in accordance with this Tariff, has been awarded capacity, has its
- nomination confirmed and been actually allocated quantities of gas for shipment.
- (h) Operational imbalances incurred in one rate zone must be eliminated by transactions in that same rate zone.
- (i) Any operational imbalance which is not eliminated by the end of the calendar month in which it is reported to the Shipper is subject to the penalties provided for under this Tariff.

FERC Docket: RS92- 6-005

Original Sheet No. 081 Original Sheet No. 081: Effective

IPP-GULF RATE SCHEDULE INTERRUPTIBLE PAPER POOLS (Continued)

#### RATE

No rate will be charged for service under this Rate Schedule. Transporter shall continue to charge for those pool quantities any applicable transportation service charge under the FTS-2 Rate Schedule or ITS-2 Rate Schedule from sources to which the transportation service applies. Transporter reserves the right to file pursuant to Section 4 of the Natural Gas Act to implement charges to recover any and all costs of providing service under this Rate Schedule. Before Transporter implements such a charge, Shipper shall have the right to cancel its IPP-Gulf

Service

Agreement(s) that are subject to that charge.

## 6. PENALTIES

(a) If Shipper fails to interrupt service as directed by Transporter pursuant to Section

16 (Interruptions of Service) of the General Terms and Conditions and takes gas from or tenders gas

to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery

Quantity

(Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties of \$5.00 per Dth on the first three percent of quantities taken or tendered in excess of its Lowered Quantity, and \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per day shall be assessed to Shippers for all quantities in violation of that operational flow order.

# 7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 14, 19 and Sections 31 through 35.

FERC Docket: RP96-283-000

First Revised Sheet No. 082 First Revised Sheet No. 082: Effective Superseding: Original Sheet No. 082

First Revised Sheet No. 082 cancels and supersedes Columbia Gulf's Pooling Points Map.

This sheet is being RESERVED FOR FUTURE USE.

Effective Date: 01/14/2006 Status: Effective

FERC Docket: RP06-145-000

Third Revised Sheet No. 83 Third Revised Sheet No. 83 : Effective Superseding: Second Revised Sheet No. 83

SHEET NOS. 83 AND 84 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 08/01/2008 Status: Effective

FERC Docket: RP07-412-000

First Revised Sheet No. 85 First Revised Sheet No. 85 : Effective

Superseding: Original Sheet No. 85

PAL RATE SCHEDULE

PARKING AND LENDING SERVICE

#### AVATLABILITY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper

has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed a Master Parking and Lending ("PAL) Agreement with Transporter for parking or lending service, (iv) Shipper has agreed to be bound by the rates, term, quantity and point(s) of

transaction for service set forth in each applicable PAL Transaction Confirmation Sheet(s) subject to the Master PAL Agreement submitted to Shipper by Transporter (hereinafter referred to as "Appendix A"), and (v)

Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

- (a) The service under this Rate Schedule is available to any Shipper who delivers gas to Transporter (i) at Rayne, Louisiana or points north for delivery to points north of Rayne, Louisiana on Transporter's mainline system, up to and including the interconnection of the facilities of Transporter and
- Columbia Gas Transmission Corporation, and (ii) in Transporter's contiguous onshore and offshore lateral systems.
- (b) The service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, service under this Rate Schedule shall consist of parking or lending gas on any Day. Such service shall be provided on an interruptible basis, subject to quantity limitations set forth in Shipper's Appendix A(s), and shall consist of:
- (i) Parking Service. Parking Service is an interruptible service which provides for (1) the receipt by Transporter of gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper on Transporter's system for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's system; and (3) the return of parked quantities to Shipper at the agreed upon time and at the same point(s), or other mutually agreed upon point(s) on Transporter's system; provided, however, that Transporter is not obligated to return parked quantities on the same Day and at the same point(s) that the gas is parked.
- (ii) Lending Service. Lending Service is an interruptible service which provides for (1) the receipt by Shipper of gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper on Transporter's system for delivery of loaned quantities of gas; and (2) the subsequent return of the loaned quantities of gas to Transporter at the agreed upon time and at the same point(s), or other mutually agreed upon point(s) on Transporter's system; provided, however, that Transporter is not obligated to accept the return of the loaned gas on the same Day and at the same point(s) that the gas is loaned.
- (c) Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas quantities at the designated point(s) of service for parking or lending service hereunder. Transportation service is not provided under this Rate Schedule. If Transporter and Shipper agree that Shipper may receive parked quantities or return loaned quantities at point(s) other than the point(s) of

park or loan, then Shipper shall accomplish such transactions pursuant to nominations under separate transportation agreement(s) with Transporter to effectuate the receipt or delivery of gas to or from other point(s).

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Second Revised Sheet No. 86 Second Revised Sheet No. 86: Effective

Superseding: First Revised Sheet No. 86

PAL RATE SCHEDULE

PARKING AND LENDING SERVICE (Continued)

(d) Service under this Rate Schedule shall be provided on an interruptible basis and shall be available only to the extent that capacity is available from time to time. Service provided hereunder shall

have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall

be subject to interruption as provided in this Rate Schedule and in Section 16 (Interruptions of Service) of

the General Terms and Conditions. Further, service under this Rate Schedule shall be subject to operational

 $\widehat{\text{flow}}$  orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the

General Terms and Conditions.

(e) Service under this Rate Schedule shall be provided for a minimum term of one (1) Day and a maximum term as established by the mutual agreement of Transporter and Shipper. Each parking service or lending service shall be provided pursuant to separate Appendix A(s); except in the case of Auto PAL, where

both parking and lending service will be managed via the same Appendix A at the same point. The Appendix A(s)

is (are) subject to the Master PAL Agreement between Transporter and Shipper.

(f) The points on Transporter's system at which service may be available under this Rate Schedule shall be maintained on a Master List of Interconnections (MLI) that Transporter shall post on its EBB. The

points on the MLI may be incorporated by reference in Shipper's Appendix A(s).

(g) Service rights under an Appendix A(s) may not be released or assigned.

## 3. NOMINATING AND SCHEDULING

Shipper shall nominate and Transporter shall schedule under this Rate Schedule pursuant to the provisions of Section 5 of this Rate Schedule and Section 6 (Nominating, Scheduling and Monitoring) of the

General Terms and Conditions; provided, however, that a Shipper who has executed a Master Auto PAL Agreement

may elect to have Transporter automatically deem certain quantities to be parked or loaned pursuant to

terms of the Master Auto PAL Agreement.

## 4. RATE

- (a) The charges to be paid by Shipper, as set forth in Section 4(b) below, on any Day, shall be no higher than the applicable total effective maximum rate charge and no lower than the applicable total effective minimum rate charge set forth in the currently effective Sheet No. 19A of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below.
- (b) For all service provided under this Rate Schedule, Shipper each Month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper and specified in Shipper's Appendix A(s):
- (i) Account Balance Charge. The maximum Account Balance Charge for each Dekatherm (Dth) of gas parked or loaned at each point of service under Shipper's Appendix A(s) at the end of each Day during the Month.
  - (ii) Surcharges. The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) Transporter shall not retain any quantities for Retainage from the gas tendered for parking or lending under this Rate Schedule.

- 5. OPERATIONAL REQUIREMENTS OF TRANSPORTER
- (a) Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter hereunder within the Day consistent with Transporter's operating

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Superseding: First Revised Sheet No. 87

PAL RATE SCHEDULE

PARKING AND LENDING SERVICE (Continued)

requirements. Further, Shipper may be required to return loaned quantities or remove parked quantities upon

notification by Transporter. Such notification shall be by Transporter's EBB and Internet e-mail. Transporter shall not recall from (or require withdrawal by) any Shipper, on any day, any quantity greater

than one-tenth (1/10th) of the Shipper's outstanding park or loan balance; provided, however, that in no event shall Transporter be restricted when recalling (or requiring the withdrawal of) less than 5,000 Dth from any Shipper on any day nor shall any Shipper be permitted to extend the term of its park or loan by reason of this limitation. Transporter's notification shall specify the time frame within which parked quantities shall be removed or loaned quantities shall be returned, consistent with Transporter's operating

conditions; provided, however, that in no event shall the specified time be sooner than the next Day after

Transporter's notification, subject to the following conditions:

- (i) In the event that Shipper makes a timely and valid nomination, which Transporter subsequently confirms, in response to notification by Transporter to remove parked quantities or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and
- (ii) Unless otherwise agreed by Transporter and Shipper: (1) any parked quantity not removed within the time frame specified by Transporter's notice shall become the property of Transporter at no cost
- to Transporter, free and clear of any adverse claims; (2) any loaned quantity not returned within the
- frame specified by Transporter's notice shall be sold to Shipper at 150 percent of the Spot Market Price for each Dth.
- (b) In the event that parked quantities remain in Transporter's system and/or loaned quantities have not been returned to Transporter's system at the expiration of any Service Agreement executed by Transporter and Shipper, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Service Agreement. In the event that Transporter and Shipper are unable to come to such agreement, Transporter shall notify Shipper, and Shipper shall nominate for removal of the parked quantities or return of the loaned quantities within the time frame specified in Transporter's notice, which in no event shall be less than ten (10) Days; provided, however, that Transporter shall always have the right to recall up to 5,000 Dth from Shipper on any day. Any parked quantities not removed within the time frame specified by Transporter's notice shall become the property of

Transporter at no cost to Transporter, free and clear of any adverse claims. Transporter shall post such forfeited quantities on its Internet EBB as gas available for sale to the highest bidder within a 24 hour notice period. Upon receipt of payments, Transporter shall credit to the account of the Shipper whose gas was forfeited 80 percent of the proceeds from such sale, and shall retain the remaining 20 percent of such

proceeds as a reimbursement fee. If Shipper does not return loaned quantities within the time frame specified by Transporter's notice, Shipper shall reimburse Transporter for the cost of each Dth of the loaned quantity ("Reimbursement Fee"). The Reimbursement Fee shall be determined by selling the gas to Shipper at 150 percent of the Spot Market Price. In the event that Shipper makes a timely and valid nomination, which Transporter subsequently confirms, in response to notification by Transporter to remove parked quantities or return loaned quantities, Shipper shall be deemed to have complied with Transporter's

notification. In the event that Shipper makes a timely and valid nomination to clear a remaining parked quantity and Transporter does not have sufficient capacity to allow the required park withdrawal, Shipper shall be allowed an additional day for each such constrained day during the timeframe specified in Transporter's notice to clear the remaining parked quantity. In the event that Shipper makes a timely and

valid nomination to clear a remaining loan payback, Shipper shall be allowed an additional day for each such

constrained day during the timeframe specified in Transporter's notice to clear the remaining loaned quantity.

- (c) The Reimbursement Fee shall be considered Penalty Revenue and Transporter shall credit them in accordance with the provisions of Section 19.6 of the General Terms and Conditions.
- (d) For purposes of this Section 5, "Spot Market Price" shall be defined, for each Dth on each applicable Day on which the gas was to be repaid, as follows: (a) for the mainline system, the "Columbia Gulf, Mainline" price index for Louisiana-Onshore South as published in Gas Daily's Weekly Weighted

## Average

Prices Survey, or any successor publication, applicable to the period in which the gas was to be repaid; (b)

for the onshore lateral system, the "Columbia Gulf, LA" price index for Louisiana-Onshore South, as published in Gas Daily's Weekly Weighted Average Prices Survey, or any successor publication, applicable to

the period in which the gas was to be repaid; and (c) for the offshore lateral system, the "Columbia Gulf,

LA" price index for Louisiana-Onshore South, as published in Gas Daily's Weekly Weighted Average Prices Survey, or any successor publication, applicable to the period in which the gas was to be repaid, less applicable transportation charges.

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Third Revised Sheet No. 88 Third Revised Sheet No. 88: Effective

Superseding: Second Revised Sheet No. 88

PAL RATE SCHEDULE

PARKING AND LENDING SERVICE (Continued)

# 6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 14, 31 through 34, and 37.

Effective Date: 01/14/2006 Status: Effective

FERC Docket: RP06-145-000

First Revised Sheet No. 89 First Revised Sheet No. 89: Effective Superseding: Original Sheet No. 89

SHEET NOS. 89 THROUGH 90 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE.

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Effective Date: 04/01/2004 Status: Suspended

FERC Docket: RP00-326-004

Second Revised Sheet No. 91 second Revised Sheet No. 91 : Suspended

Superseding: First Revised Sheet No. 91

IMS RATE SCHEDULE

IMBALANCE MANAGEMENT SERVICE

#### AVATTABITATY

(a) Service under this Rate Schedule is available from Columbia Gulf Transmission Company (Transporter) to any Shipper provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper

has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed an IMS Service Agreement with Transporter for short-term imbalance management parking or lending service (IMS Parking Service or IMS Lending Service), and (iv) Shipper complies

with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### APPLICABILITY AND CHARACTER OF SERVICE

(a) The service under this Rate Schedule is available to any Shipper who delivers gas to Transporter (i) at Rayne, Louisiana or points north for delivery to points north of Rayne, Louisiana on Transporter's mainline system, up to and including the interconnection of the facilities of Transporter and

 $\hbox{\tt Columbia Gas Transmission Corporation, and (ii) in Transporter's contiguous on shore and offshore lateral systems.}$ 

(b) The service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, service under this Rate Schedule shall consist of parking or lending gas on any Day; provided however, each IMS Parking Service or IMS

Lending Service under this Rate Schedule shall be provided for a maximum term of one (1) Day. Each IMS Parking Service or IMS Lending Service shall be provided pursuant to a master IMS Service Agreement.

service shall be provided on an interruptible basis, subject to quantity limitations set forth in Shipper's

IMS Service Agreement, and shall consist of:

- (i) IMS Parking Service. IMS Parking Service is an interruptible service which provides for (1) the receipt by Transporter of gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper on Transporter's system for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's system; and (3) the return of parked quantities to Shipper at the same point(s), or other mutually agreed upon point(s) on Transporter's system and within one (1) Day.
- (ii) IMS Lending Service. IMS Lending Service is an interruptible service which provides for (1) the receipt by Shipper of gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper on Transporter's system for delivery of loaned quantities of gas; and (2) the subsequent return of the loaned quantities of gas to Transporter at the same point(s), or other mutually agreed upon point(s) on Transporter's system and within one (1) Day.
- (c) Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas quantities at the designated point(s) of service for IMS Parking or IMS Lending Service

hereunder. Transportation service is not provided under this Rate Schedule. If Transporter and Shipper agree

that Shipper may receive parked quantities or return loaned quantities under this Rate Schedule at point(s)

other than the point(s) of the park or loan, then Shipper shall accomplish such transactions pursuant to nominations under separate transportation agreement(s) with Transporter to effectuate the receipt or delivery

of gas to or from other point(s).

FERC Docket: RP00-326-004

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FERC Docket: RP00-326-004

Second Revised Sheet No. 92 Second Revised Sheet No. 92: Suspended

Superseding: First Revised Sheet No. 92

IMS RATE SCHEDULE

IMBALANCE MEASUREMENT SERVICE (Continued)

(d) Service under this Rate Schedule shall be provided on an interruptible basis and shall be available only to the extent that capacity is available from time to time. Service provided hereunder shall

have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall

be subject to interruption as provided in this Rate Schedule and in Section 16 (Interruptions of Service) of

the General Terms and Conditions. Further, service under this Rate Schedule shall be subject to operational

 $\hat{\mathsf{Flow}}$  orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the

General Terms and Conditions.

- (e) Shipper shall not exceed the Maximum Parked Account Balance Quantity or Maximum Loaned Account Balance Quantity set forth in Shipper's IMS Service Agreement.
- (f) The points on Transporter's system at which service may be available under this Rate Schedule shall be maintained on a Master List of Interconnections (MLI) that Transporter shall post on its EBB. The points on the MLI may be incorporated by reference in Shipper's IMS Service Agreements.
  - (q) Service rights under an IMS Service Agreement may not be released or assigned.
- NOMINATING AND SCHEDULING
- (a) Shipper shall nominate and Transporter shall schedule under this Rate Schedule pursuant to the provisions of Section 5 of this Rate Schedule and Section 6 (Nominating, Scheduling and Monitoring) of the

General Terms and Conditions. Shipper may request that Transporter submit nominations on Shipper's behalf

under this Rate Schedule in situations where Shipper's receipt and delivery quantities are not in balance ("Automatic Nomination Option"). Shipper's election of this Automatic Nomination Option shall be set forth in

its IMS Service Agreement. Shipper shall not be obligated to elect the Automatic Nomination Option in order

to receive service under this Rate Schedule.

(b) Whenever quantities are parked or a loaned quantity returned under this Rate Schedule, such quantities shall be added to the Shipper's net IMS Account Balance. Whenever quantities are loaned or a parked quantity removed under this Rate Schedule, such quantities shall be subtracted from the Shipper's TMS

Account Balance. Whenever Shipper's IMS Account Balance equals a positive quantity, Shipper will be deemed to

have an IMS Parked Account Balance Quantity. Whenever Shipper's IMS Account Balance equals a negative quantity, Shipper will be deemed to have an IMS Loaned Account Balance Quantity.

## 4. RATE

(a) The charges to be paid by Shipper, as set forth in Section 4(b) below, on any Day, shall be no higher than the applicable total effective maximum rate charge and no lower than the applicable total effective minimum rate charge set forth in the currently effective Sheet No. 19B of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b)

below. Transporter shall post on its EBB a separate daily effective rate for IMS Parked Account Balance and

IMS Loaned Account Balance.

FERC Docket: RP00-326-004

First Revised Sheet No. 93 First Revised Sheet No. 93 : Effective Superseding: Original Sheet No. 93

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Second Revised Sheet No. 93 second Revised Sheet No. 93: Suspended

Superseding: First Revised Sheet No. 93

IMS RATE SCHEDULE

IMBALANCE MANAGEMENT SERVICE (Continued)

(b) For all service provided under this Rate Schedule, Shipper each Month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper and specified in

Shipper's IMS Service Agreement:

- (i) IMS Account Balance Charge. The IMS Account Balance Charge shall be applied for each Dekatherm (Dth) of the IMS Parked Account Balance Quantity per zone or IMS Loaned Account Balance Quantity per zone at the end of each Day during the Month.
  - (ii) Surcharges. The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) Transporter shall not retain any quantities for Retainage from the gas tendered for parking or lending under this Rate Schedule.

## 5. OPERATIONAL REQUIREMENTS OF TRANSPORTER

- (a) Shipper must clear an IMS Parked Amount Balance or an IMS Loaned Account Balance by the end of the subsequent Day in which service under this Rate Schedule is provided. In the event that Shipper fails
- to clear such IMS Parked Account Balance or IMS Loaned Account Balance by the end of the subsequent Day, Shipper shall be assessed the IMS Account Balance Charge, set forth in Section 4(b) above, for each Day until
- Shipper's IMS Account Balance Quantity equals zero. A Shipper that fails to achieve an IMS Account Balance
- Quantity of zero may elect to enter into a parking or loaning transaction with Transporter pursuant to Rate
- Schedule PAL and transfer Shipper's IMS Account Balance Quantity to an Account Balance under a PAL Service Agreement.
- (b) Shipper may be required, upon notification from Transporter to cease or reduce deliveries to, or receipts from, Transporter hereunder within the Day, consistent with Transporter's operating requirements.
- Further, Shipper may be required to remove parked quantities or return loaned quantities by the end of the
- subsequent Day upon notification by Transporter. Such notification shall be by Transporter's EBB and Internet
- e-mail. Transporter's notification shall specify the time frame within which IMS parked quantities shall be
- removed or IMS loaned quantities shall be returned, consistent with Transporter's operating conditions, and
- subject to the following conditions:
  - (i) In the event that Shipper makes a valid nomination, which Transporter subsequently confirms, in response to notification by Transporter to remove IMS parked quantities or return IMS loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and
  - (ii) Unless otherwise agreed by Transporter and Shipper: (1) any IMS parked quantity not removed within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; and (2) any IMS loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150 percent of the Spot Market Price for each Dth.

FERC Docket: RP05-126-000

Third Revised Sheet No. 94 Third Revised Sheet No. 94: Effective

Superseding: Second Revised Sheet No. 94

IMS RATE SCHEDULE

IMBALANCE MANAGEMENT SERVICE (Continued)

(c) In the event that IMS parked quantities remain in Transporter's system and/or IMS loaned quantities have not been returned to Transporter's system at the expiration of any Service Agreement executed

by Transporter and Shipper, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Service Agreement. In the event that Transporter and Shipper

unable to come to such agreement, Transporter shall notify Shipper, and Shipper shall nominate for removal of

the IMS parked quantities or return of the IMS loaned quantities within the time frame specified in Transporter's notice. Any IMS parked quantities not removed within the time frame specified by Transporter's

notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Transporter shall post such forfeited quantities on its Internet EBB as gas available for sale to the

highest bidder within a 24 hour notice period. Upon receipt of payments, Transporter shall credit to the account of the Shipper whose gas was forfeited 80 percent of the proceeds from such sale, and shall retain the

remaining 20 percent of such proceeds as a reimbursement fee. If Shipper does not return loaned quantities

within the time frame specified by Transporter's notice, Shipper shall reimburse Transporter for the cost of

each Dth of the loaned quantity ("Reimbursement Fee"). The Reimbursement Fee shall be determined by selling

the gas to Shipper at 150 percent of the Spot Market Price. In the event that Shipper makes a timely and valid nomination which Transporter subsequently confirms in response to notification by Transporter to remove

IMS parked quantities, Shipper shall be deemed to have complied with Transporter's notification. In the

Shipper makes a timely and valid nomination to clear a remaining parked quantity and Transporter does not have

sufficient capacity to allow the required park withdrawal, Shipper shall be allowed an additional day for each

such constrained day during the timeframe specified in Transporter's notice to clear the remaining parked quantity. In the event that Shipper makes a timely and valid nomination to clear a remaining loan quantity

and Transporter does not have sufficient capacity to allow the required loan payback, Shipper shall be

an additional day for each such constrained day during the timeframe specified in Transporter's notice to clear the remaining loan quantity.

- (d) The Reimbursement Fee shall be considered Penalty Revenue and Transporter shall credit them in accordance with the provisions of Section 19.6 of the General Terms and Conditions.
- (e) For purposes of this Section 5, "Spot Market Price" shall be defined, for each Dth on each applicable Day on which the gas was to be repaid, as follows: (a) for the mainline system, the "Columbia Gulf, Mainline" price index for Louisiana-Onshore South as published in Gas Daily's Daily Price Survey, or any

successor publication; (b) for the onshore lateral system, the "Columbia Gulf, LA" price index for Louisiana-

Onshore South, as published in Gas Daily's Daily Price Survey, or any successor publication; and (c) for the

offshore lateral system, the "Columbia Gulf, LA" price index for Louisiana-Onshore South, as published in Gas

Daily's Daily Price Survey, or any successor publication, less applicable transportation charges.

- (f) Transporter may terminate an IMS Service Agreement upon five (5) Days written notice if Shipper fails to comply with the operational requirements set out in this Section 5.
- (g) Within forty-five (45) days after the first year of IMS service, Transporter will file a report on its Rate Schedule IMS Service and will include (1) the dates of service, (2) the amount parked or

loaned for each day by transaction, (3) the name of the Shipper, (4) whether Shipper is affiliated with Transporter, (5) points involved in the transaction, and (6) the IMS rate charged as well as any related transportation charge.

# 6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 14, 31 through 33, and 37.

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SHEET NOS. 95 THROUGH 122 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE.

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First Revised Sheet No. 123 First Revised Sheet No. 123: Effective Superseding: Original Sheet No. 123

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FERC Docket: RP06-145-000

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FERC Docket: RP07-125-000

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SHEET NOS. 126 AND 127 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP99-356-000

Fourth Revised Sheet No. 128 Fourth Revised Sheet No. 128: Effective

Superseding: Substitute Third Revised Sheet No. 128

GENERAL TERMS AND CONDITIONS

#### DEFINITIONS

- 1.1 "Billing Month" shall mean the period elapsed between consecutive final monthly meter readings and, when referred to in terms of a calendar month, shall mean that calendar month in which the majority of the Billing Month occurs.
  - 1.2 "Btu" shall mean the British thermal unit as defined by international standards.
  - 1.3 "Business Day" shall mean Monday through Friday excluding Federal Banking Holidays.
- 1.4 "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
  - 1.5 "Commission" shall mean the Federal Energy Regulatory Commission.
- 1.6 "Confirmations" shall mean the process of Transporter agreeing with Interconnecting Operators on quantities that should flow at a location based on nominations received by Transporter and the Interconnecting Operator. Related confirmation terms are:
- (a) "Confirming Party" shall mean the entity that Transporter shall contact for confirmation of a quantity of gas with respect to a nomination at a location. Confirming Parties include Interconnecting Operators or upstream/downstream title holders.
- (b) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.
- (c) "Explicit Confirmation" shall mean the requirement that the Confirming Party respond to a Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default confirmation methodology.
- 1.7 "Cubic Foot" and "Standard Cubic Foot" shall mean that quantity of natural gas that occupies one cubic foot of space when held at a base temperature of sixty (60) degrees Fahrenheit and a pressure of
- fourteen and seventy-three hundredths (14.73) psia, without adjustment for water vapor content.
- 1.8 "Designated site" shall mean the electronic address used to contact an entity for EDI transmission.
- 1.9 "Dth (Dekatherm)" shall mean one million Btu. The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, and gigajoules per gas day in Canada and gigacalories per gas day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule
- 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoulesper dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International
- Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units.

FERC Docket: RP03-447-000

Fourth Revised Sheet No. 128A Fourth Revised Sheet No. 128A: Effective

Superseding: Third Revised Sheet No. 128A

GENERAL TERMS AND CONDITIONS (Continued)

1.10 "Effective Daily Quantity" shall mean the aggregate daily quantity of gas Shipper shall have been authorized to receive from Transporter under all that Shipper's Service Agreements under all Rate Schedules set

forth in Volume Nos. 1 and 2 of this Tariff, including the aggregate daily quantities under the Service Agreements of other Shippers for whom gas is being delivered to that Shipper. Shipper's Effective Daily Quantity shall not provide Shipper with any right to receive gas beyond the limitations specified in any applicable Rate Schedule.

1.11 "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been

available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly

use of the capacity.

1.12 "Elapsed-prorated-scheduled quantity" shall mean that portion of the scheduled quantity that would have

theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

- 1.13 "Electronic Bulletin Board" and "EBB" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.
- 1.14 "EDI" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.
- 1.15 "Electronic Measurement" shall mean that form of measurement consisting of flow computers or computerized Remote Terminal Units (RTUs), electronic transducers, and associated power, data communications,

and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of

charts or other paper Recordings.

- 1.16 "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.
- 1.17 "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time (C.T.), adjusted for Daylight Savings Time, and the date of the Gas Day shall be that of its beginning.
- 1.18 "General Terms and Conditions" shall mean the currently effective General Terms and Conditions set forth in Volume No. 1 of this Tariff.
- 1.19 "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing
- no water vapor) that would occupy a volume of one Cubic Foot at  $14.73~\mathrm{psia}$  and  $60~\mathrm{degrees}$  F with combustion air
- at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- 1.20 "Interconnecting Operator" shall mean the entity with physical control either upstream or downstream of

Transporter's facility.

1.21 "Intra-day nomination" shall mean a nomination submitted after the nomination deadline whose effective

time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

FERC Docket: RP03-447-000

Tenth Revised Sheet No. 129 Tenth Revised Sheet No. 129: Effective

Superseding: Ninth Revised Sheet No. 129 GENERAL TERMS AND CONDITIONS (Continued)

1.22 "Master List of Interconnections" or "MLI" shall mean the list of interconnections, including receipt

and delivery points with third parties, aggregation points and paper pools, eligible for transportation services

as maintained by Transporter on its EBB on an ongoing basis.

- 1.23 "Mcf" shall mean one thousand Cubic Feet of gas.
- 1.24 "Month" shall mean the period beginning at the start of the first Day of the calendar month and ending

at the same hour on the first Day of the next succeeding calendar month.

1.25 "Nomination Cycle" shall mean the timing and activities related to nominations, capacity allocation,

confirmation and scheduled quantities. Nomination cycles are:

(a) "Timely Nomination Cycle" is 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by

Shipper and Interconnecting Operator (central clock time on the day prior to flow).

(b) "Evening Nomination Cycle" is 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties),

(central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Shipper on the subject Transporter to receive notice that it is being bumped should be effective at 9:00 a.m. on next Gas Day; and when an Evening Nomination causes another Shipper on

the subject Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on next Gas Day.

(c) "Intraday 1 Nomination Cycle" is 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs); 10:30 a.m. to send

Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream

connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties),

(central clock time on the Gas Day). Scheduled quantities resulting from an Intraday 1 Nomination should be

effective at 5:00 p.m. on Gas Day.

FERC Docket: RP03-447-000

Third Revised Sheet No. 129A Third Revised Sheet No. 129A: Effective

Superseding: Second Revised Sheet No. 129A GENERAL TERMS AND CONDITIONS (Continued)

(d) "Intraday 2 Nomination Cycle" is 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream

connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties),

(central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be

effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

- (e) For purposes of (b), (c) and (d) above, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- 1.26 "OBA" shall mean Operational Balancing Agreement between two parties which specifies the procedure for  $\dot{}$

managing operating variances at an interconnect.

1.27 "Offsystem-Onshore Facilities" or "Offsystem-Onshore Zone" shall mean the following facilities generally

described as follows: Apple Springs (15.7 miles of 8-inch, 2.7 miles of 6-inch, and 4.9 miles of 4-inch pipeline, with one 3-inch meter and two 4-inch meters located in Angelina and Trinity Counties, Texas), Arkansas-Oklahoma (5.4 miles of 8-inch, 2.0 miles of 6-inch, and 2.8 miles of 4-inch pipeline, with eight 3-

inch meter runs and one 4-inch meter run located in Sebastian and Logan Counties, Arkansas), Bonus Field-Wharton County (1.9 miles of 4-inch pipeline and three meter stations located in Wharton County, Texas), Carson

Dome  $(9.95 \text{ miles of } 12\text{-inch pipeline}, \text{ with one } 4\text{-inch meter station located in Jefferson Davis County, Mississippi), Carter Creek <math>(10.0 \text{ miles of } 22\text{-inch pipeline} \text{ which ties into the } 36\text{-inch Overthrust pipeline})$ 

segment located in Uinta County, Wyoming), Cut-off (1.7 miles of 10-inch, 2.8 miles of 8-inch, and 0.8 miles of

6-inch pipeline, with one dual 6-inch meter run measurement station located in Lafourche Parish, Louisiana),

Irion County (17.9 miles of 6-inch pipeline, 1-730 HP compressor, 1-620 HP compressor, seven 2-inch meters, and

two 3-inch meters, located in Irion County, Texas), and Moore Sams-Jumonville (1.3 miles of 6-inch and 0.4

miles of 4-inch pipeline, with one 6-inch meter run and one 4-inch meter run located in Pointe Coupee Parish, Louisiana).

FERC Docket: RP08-124-002

Tenth Revised Sheet No. 130 Tenth Revised Sheet No. 130: Effective

Superseding: Eighth Revised Sheet No. 130

### GENERAL TERMS AND CONDITIONS (Continued)

1.28 "Operational Flow Order (OFO)" shall mean an order issued to alleviate conditions, inter alia, which

threaten or could threaten the safe operations or system integrity, of the transportation service provider's

system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter

experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

- 1.29 "Package ID" shall mean a way to differentiate between discrete business transactions.
- 1.30 "Recording" and "Record" when used herein shall include:
- (a) charts or other paper recordings, or
- (b) any binary or other machine-readable representation of information stored in computer memory or other electronic device.
- 1.31 "Recourse Rate" shall mean the Total Effective Rate (maximum base tariff rate plus all applicable surcharges) set forth in this Tariff for service under the corresponding rate schedule.
- 1.32 "Recurrence Interval" shall mean an annually recurring period of time, defined by month and day combinations, during which certain contract terms are effective.
- 1.33 "Retainage" shall mean the quantity of gas, expressed as a percentage of receipt quantities, Shipper

must provide Transporter (in addition to quantities Transporter will deliver to Shipper) for company-use, lost

and unaccounted-for quantities under any of Transporter's Rate Schedules that refer to such term.

1.34 "Scheduled Daily Delivery Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to

Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for delivery by Transporter on a daily basis to or for the account of Shipper pursuant to each Service Agreement under any of

Transporter's Rate Schedules that refer to such term.

1.35 "Scheduled Daily Receipt Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to

Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for receipt by Transporter on a daily basis for or on behalf of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

- 1.36 "Shipper" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).
- 1.37 "Total Firm Entitlement" or "TFE" shall mean the aggregate daily quantity of gas that Transporter shall

be obligated to deliver to Shipper at its delivery points within a zone under Rate Schedules FTS-1, FTS-2 and

under all firm X-Rate Schedules contained in Original Volume No. 2 of this Tariff.

- 1.38 "Transportation Demand" shall mean the maximum daily quantity of gas that Transporter shall be obligated
- to deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's firm

transportation service Rate Schedules.

- 1.39 "Transporter Holiday" shall mean those annually sanctioned holidays of Transporter.
- 1.40 "Transportation Quantity" shall mean the maximum daily quantity of gas that Transporter agrees to transport and deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's interruptible transportation service Rate Schedules.
- 1.41 "Transporter" shall mean Columbia Gulf Transmission Company.

1.42 "Utilization Factor" shall mean the factor calculated by dividing the saturated heating value of the gas by the square root of its specific gravity.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 131 Original Sheet No. 131 : Effective

SHEET NOS. 131 AND 132 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP01-342-000

Fourth Revised Sheet No. 133 Fourth Revised Sheet No. 133: Effective

Superseding: Third Revised Sheet No. 133
GENERAL TERMS AND CONDITIONS (Continued)

### 2. ELECTRONIC BULLETIN BOARD

2.1 In General. Transporter shall operate and make available to Shippers and other third parties, as set forth below, an interactive electronic communications system (Electronic Bulletin Board (EBB)) also referred to by its trade name Columbia Navigator®. All Shippers of service under any of Transporter's Rate Schedules shall have the capability to make use of Transporter's EBB as required by this Tariff. EBB shall be available to any party with compatible electronic equipment. All Shippers and parties making use of Transporter's EBB shall be bound by and comply with the procedures governing its use as set forth in this Tariff and, for those Shippers or other parties utilizing electronic contracting through the EBB, in Section 5.7 of the General Terms and Conditions.

## 2.2 Operation.

The EBB shall provide, among other things, (i) a search function for locating all information concerning specific transactions, and (ii) a menu that shall enable parties to separately access notices of available capacity, records of each transaction entered in the transportation log, and standards of conduct. Transporter will permit parties to download files from the EBB system so the contents can be reviewed in detail without tying up access to the system. Transporter will retain in an electronic format records of the information displayed on the EBB for no less than the preceding three years, and will permit parties reasonable access to those records.

FERC Docket: RP01-342-000

Third Revised Sheet No. 133A Third Revised Sheet No. 133A: Effective

Superseding: Second Revised Sheet No. 133A

GENERAL TERMS AND CONDITIONS (Continued)

#### 2.3 Communications.

(a) The EBB shall be used to communicate initial and revised gas transportation schedules, confirmation of gas transportation nominations, amendments of interruptible receipt delivery points under gas transportation service agreements, and any other data or notice required by this Tariff. After notice

by Transporter, the following types of communication may be permitted: notices not previously required

be given through the EBB, service agreements and amendments, and such other communications as the parties may agree in writing. Where electronic communications are required by this Tariff, Transporter may waive the requirements and accept such communications in another acceptable form on a nondiscriminatory basis. Notices posted on the EBB that require action by another party within two business days, including notice to interruptible shippers, shall also be communicated by Electronic Notice Delivery.

(b) In the event of failure of all or part of the EBB system, communications ordinarily conveyed through the EBB shall, to the extent possible, be conveyed through a combination of Electronic Notice Delivery, telephonic or facsimile transmissions. Transporter will make available certain blank forms on its EBB that Shipper may print for use in case of a failure of Transporter's EBB and Shipper may transmit those completed forms to Transporter by facsimile transmission. Shipper will be responsible for printing and saving the blank forms in advance of any EBB failure. In the event of failure of all or part of the EBB system, the forms Shipper shall transmit by facsimile transmission shall include: notices requiring action within two business days; requests for service not requiring open bidding; capacity release made pursuant to an exempt transaction; executions of Service Agreements; and submission of nominations. In the event of failure of all or part of the EBB system, the forms Transporter shall transmit by Electronic Notice Delivery or facsimile shall include: status reports, executed Service Agreements, invoices, and notices requiring action within two business days.

FERC Docket: RP01-342-000

Second Revised Sheet No. 133B Second Revised Sheet No. 133B : Effective

Superseding: Substitute First Revised Sheet No. 133B

GENERAL TERMS AND CONDITIONS (Continued)

(c) In the event that certain EBB functions effectively cannot be replaced, Transporter will by Electronic Notice Delivery, telephone or facsimile transmission, provide notice to Shippers of the suspension of that function pending restoration of EBB operations. The activities or functions to be suspended for the duration of any EBB failure shall include: bidding for Transporter's available capacity or released capacity; 24-hour turnaround times for contracting between Transporter and other parties, such

as Assignees of released capacity; and current capacity information, balancing data, or other operational information.

- 2.4 Information Available. The EBB will permit parties to obtain:
- (a) Information concerning the availability of capacity from Transporter for firm and interruptible transportation from each receipt point to each point of delivery and capacity available through capacity release from receipt points to delivery points;
  - (b) A listing of the points of receipt on Transporter's system; and
  - (c) Transporter's currently effective FERC Gas Tariff, Second Revised Volume No. 1.
- (d) On-line Help through a feature that provides user support and can be accessed in all areas of the  ${\tt EBB.}$

FERC Docket: RP01-342-000

Third Revised Sheet No. 134 Third Revised Sheet No. 134: Effective

Superseding: Second Revised Sheet No. 134 GENERAL TERMS AND CONDITIONS (Continued)

- 2.5 Limitation. The EBB shall be employed by Shippers and other parties for the uses identified in this Section and elsewhere in this Tariff. To the extent other provisions of this Tariff prescribe that certain types of communications should be transmitted by the means other than the EBB, those specific provisions shall govern.
- 2.6 Relation to Other Provisions. Communications made in accordance with this Section shall satisfy the requirements of the Rate Schedules, Service Agreements, and General Terms and Conditions, as specified in this Tariff, and shall be binding upon the parties to the same extent as if transmitted by any other means permitted by such Tariff provisions. Nothing in this Section, however, shall operate to override any requirements elsewhere in this Tariff with respect to the need for any communications, or the deadlines for such communications. In the event any conflict exists between this Section and any other provision of this Tariff or of any Service Agreement, the latter provisions shall control.
- 2.7 Propriety and Confidential Nature of Navigator. Columbia Navigator software and the information contained in Columbia Navigator is proprietary and confidential. Shipper shall not reproduce, disclose, or otherwise make available Columbia Navigator software, or any confidential information contained therein, to any other entity or individual. The Columbia Navigator software is a proprietary product of Transporter and is protected by Copyright Law. As provided at Section 2.11, the data conveyed through the EBB is not proprietary or confidential by reason of its transmission through the EBB, and enjoys no greater confidentiality than if communicated through another medium.
- 2.8 Access Requirements; Operations. Transporter's EBB will operate 24 hours per day, seven days a week every week of the year. As noted in Section 2.1 above, access to the EBB shall be available to any party (i) that has compatible electronic equipment and (ii) that complies with the provisions of this Tariff and, for electronic contracting purposes, with this Section and Section 5.7 of the General Terms and Conditions.
- (a) Equipment. EBB users must have computer equipment, software and Internet service meeting the minimum standards established by the Gas Industry Standards Board and incorporated elsewhere in this Tariff. Transporter will operate a toll free telephone helpline answered 24 hours a day, to provide technical support.
- (b) Access Procedure. Any party desiring to use Transporter's EBB may arrange to do so by contacting Transporter's Navigator Help Desk, making the request, and providing the name, address, and telephone number of the company and the designated contact person, and other information as may be required.

FERC Docket: RP01-342-000

Fourth Revised Sheet No. 134A Fourth Revised Sheet No. 134A : Effective Superseding: Third Revised Sheet No. 134A

SHEET NO. 134A

RESERVED FOR FUTURE USE.

FERC Docket: RP01-342-000

Third Revised Sheet No. 135 Third Revised Sheet No. 135: Effective

Superseding: Second Revised Sheet No. 135
GENERAL TERMS AND CONDITIONS (Continued)

- 2.9 Warranty of Accuracy of Data. All parties using the EBB assume the responsibility that the data they transmit through the EBB is accurate and complete. Each such party further agrees that the party receiving data transmitted through the EBB may act in full reliance upon such data to the same extent that it could have had the data been delivered by any other means authorized under any Rate Schedule or Service Agreement.
- 2.10 Confidentiality. All communications received through the EBB, and any data contained therein, shall be subject to the same requirements of confidentiality, if any, applicable to such communications had they been made by any other means permitted under any Rate Schedule or Service Agreement.
- 2.11 Maintenance of Communication Link. Each party is responsible for maintaining an effective communication link with the Internet.
- 2.12 Determination of Receipt or Delivery of Transmissions. An EBB transmission shall be deemed to have

been received when the transmission has been successfully received and time-stamped by Transporter's application (for electronic data interchange (EDI) transmissions) or by the EBB computer (for on-line transmissions).

2.13 Responsibility for Employees. Each party shall be responsible for the actions of its employees with respect to use of or access to Transporter's EBB. Each employee and agent shall be deemed to have authority to act on behalf of and to bind that party with respect to any communications and data in electronic transmissions initiated by that employee or agent.

FERC Docket: RP01-342-000

Fourth Revised Sheet No. 136 Fourth Revised Sheet No. 136: Effective

Superseding: Third Revised Sheet No. 136

GENERAL TERMS AND CONDITIONS (Continued)

- Cost of Electronic Board. 2.14
- (a) Cost of Equipment. Each party shall provide and be responsible for its own costs for the data processing equipment it uses to send and receive electronic communications.
- (b) Cost of EBB Services. Each party shall provide and be responsible for its own costs for accessing the Internet.
- (c) Cost of Unauthorized Transmission. Use of the receiving party's designated site is limited to transactions permitted under this Tariff. No party may use another party's designated site for any other purpose unless otherwise expressly authorized under separate written agreement between the parties, including Transporter. If any party transmits to another party's designated site data not qualifying under this Tariff, the transmitting party will be liable to reimburse the receiving party for any direct costs incurred as a result of receiving any such unauthorized transmission.
- 2.15 Limitations on Access to Data. No party may obtain on its own initiative or otherwise any data from or relating to the other party except as specifically identified in this Section. In the event any party receives a transmission that the receiving party knows or should know is not directed to or intended for the receiving party, the receiving party shall immediately notify the transmitting party of such transmission and take such reasonable action as the transmitting party directs. In no event shall the receiving party utilize such information to the detriment of the transmitting party or any other party, or otherwise convey the substance of such transmission to any third party.
- 2.16 Security Breaches. Any Shipper or other party using the EBB agrees to notify Transporter promptly if there is any indication that a security breach may have occurred with regard to any electronic data interchange facilities or systems and to make any changes in passwords or other changes necessary to ensure the continued integrity of the EBB system. A security breach shall include, but not be limited to (i) loss of confidentiality of the other party's account name or account number for its designated site; (ii) termination of employment of any employee authorized to effect EBB communications; and (iii) loss of authority to effect EBB communications by any previously authorized employee. Transporter shall, to the extent possible, accommodate requests by Shippers to limit the access of designated employees or representatives of Shipper to designated portions of the EBB.
- Responsibility for System Failure. Each EBB user shall bear the consequences of any failure in 2.17 its own EBB-related equipment or system, and no such failure shall in any way affect the requirements under Transporter's Tariff or Service Agreements for communications, or the impact under the Tariff or Service Agreements of any failure by either party to make or receive such communications. The standards of liability applicable to the operation of the EBB equipment within Transporter's ownership and control shall be the same standards as are applicable to Transporter's other equipment and operations.

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Original Sheet No. 137 <code>Original Sheet No. 137 : Effective</code>

SHEET NOS. 137 AND 138 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP06-596-000

First Revised Sheet No. 139 First Revised Sheet No. 139 : Effective

Superseding: Original Sheet No. 139

GENERAL TERMS AND CONDITIONS (Continued)

### REOUESTS FOR SERVICE

3.1 Request for Service Form. Valid requests for new or increased levels of service under any of Transporter's Rate Schedules shall be made by submitting to Transporter a fully-completed Request for Service Form in the form included in this Tariff and by otherwise complying with all of the provisions of this

Section 3. Requests for amended Service Agreements shall be made on a form provided or approved by Transporter. The completed request for amended Service Agreements shall be forwarded to Transporter through

Transporter's EBB, or other method of delivery approved by Transporter. A Shipper or prospective Shipper seeking new or increased service from Transporter, including a prospective bidder for released capacity under

the provisions of Section 14 of the General Terms and Conditions, is referred to as "Requestor" in this Section 3.

3.2 Approved Bidder List. Transporter shall maintain on the EBB an Approved Bidder List containing the names of the parties satisfying the conditions of this Section 3 and approved to bid for firm

or interruptible service, including released capacity under the provisions of Section 14 of the General Terms

and Conditions. A Requestor may not bid for service unless its name appears on the Approved Bidder List. The

Approved Bidder List shall further reflect whether Requestor is eligible to enter into an agreement through

electronic communications and otherwise complies with the requirements of Section 5.7 of the General Terms and

Conditions. A Requestor may be removed from the Approved Bidder List if (i) Transporter later determines that

such Requestor is no longer creditworthy, (ii) Requestor has contracted for the maximum level of service for

which it has been authorized, or (iii) the underlying credit data is more than twelve months old and has not

been updated by Requestor.

## 3.3 Credit Data.

- (a) Except as provided in Section 3.3(b), Requestor shall submit with its completed Request for Service Form the following credit evaluation data:
- (1) a copy of Requestor's audited financial statements and financial reports for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer

of the Requestor prepared  $\,$  in accordance with generally accepted accounting principles or, for non-U.S.-based

Requestors, prepared in accordance with the equivalent standards. The certificate must state that the financial statements and financial reports fairly present the financial condition and results of operations of

the Requestor for the period it covers:

- (2) a copy of Requestor's most recent Annual Report and, if applicable, most recent Forms 10-Q and 10-K; provided that if Requestor has no Annual Report or Forms 10-Q or 10-K it must provide:
- (i) its financial statement for the most recent period available, which may be unaudited but if unaudited, must be signed and attested to by Requestor's President and Chief Financial Officer as fairly representing the financial condition of the company;
- $\mbox{(ii)}$  any current filings with other regulatory agencies that discuss Requestor's financial conditions; and
- (iii) a detailed business description that includes Requestor's corporate form, the number of years or months it has been in business, the nature of its business, and the number of employees;
- $\hbox{(3)} \quad \hbox{a list of Requestor's affiliates, including any parent and subsidiary companies;}$

(4) the names, addresses and telephone numbers of three trade references with whom Transporter may make reasonable inquiry into Requestor's creditworthiness, and copies of any available

reports from credit reporting and bond rating agencies. The results of reference checks and any credit reports

submitted must show that Requestor's obligations are being paid on a reasonably prompt basis;

FERC Docket: RP06-596-000

First Revised Sheet No. 140 First Revised Sheet No. 140 : Effective

Superseding: Original Sheet No. 140

GENERAL TERMS AND CONDITIONS (Continued)

- (5) names, addresses, and telephone numbers of bank references;
- (6) disclosure of past or pending bankruptcy or other similar state or federal proceedings, outstanding judgments or pending claims or lawsuits that could affect the solvency of Requestor;
- (7) written confirmation that Requestor is not operating under any chapter of the Bankruptcy Code and is not subject to liquidation or debt reduction procedures under State Laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make

an exception for a Requestor who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost.

of administration under the Federal Court's jurisdiction;

- (8) a list of owners and/or shareholders of Requestor, if Requestor is privately held; and
- (9) any other data Requestor desires to submit that would assist Transporter in determining creditworthiness.
- (b) Transporter may waive the requirements of all or any part of Section 3.3 on a nondiscriminatory basis. A Requestor that is an existing Shipper on Transporter's system shall not be required to provide the information required by Section 3.3(a) in order to make a new request for service,

provided, however, that Transporter may require an existing Shipper to furnish any information necessary to

make a creditworthiness determination with respect to that Shipper/Requestor's new request for service,

(c) In lieu of submitting all or any part of the data required by this Section 3.3, a Requestor that has submitted such data to Transporter within the past twelve months may certify that all or any part of

such data has not changed in any manner material to creditworthiness and update items that have materially changed.

- 3.4 Advance Determination of Creditworthiness. A Requestor shall submit the data required in this Section 3, at least 15 business days before bidding for or requesting new or increased service for an advance determination of creditworthiness by Transporter.
- 3.5 Deficient Requests. Transporter shall promptly notify a Requestor whose request for service has been rejected because of Requestor's failure to satisfy the provisions specified in this Section
- 3. Such notice shall identify the deficiencies that must be corrected in order to make a valid request to

Transporter.

3.6 Material Changes. If any information provided by Requestor pursuant to this Section materially changes, Requestor shall provide Transporter with prompt written notification of such changes. Requestor is required to provide written notice to Transporter within two (2) days of filing a report (other

than an annual or quarterly report) with the Securities and Exchange Commission ("SEC") or other equivalent

foreign regulatory body that Requestor is required to file as a result of a material event or corporate change

affecting its financial condition. That notice shall include a general description of the nature and reason

for the filing and to the extent that report is not available electronically, Requestor shall provide Transporter with a copy of the report. Requestors that are not subject to SEC reporting requirements, but have

- a parent that is, shall comply with respect to any such filings by their parent.
  - 3.7 Denial of Requests. Transporter may reject any request for service from a Requestor that

fails to meet Transporter's creditworthiness requirements unless Requestor provides assurance of payment as

provided in Section 3.8 below. Where service is requested under Rate Schedule PAL, Transporter may consider

the quantities that Requestor could owe Transporter and/or the value of any imbalance owed Transporter in determining the level of service for which Requestor is creditworthy. Grounds for rejection shall include,

but shall not be limited to, Requestor's failure (a) to show that Requestor's obligations are being paid in a

timely manner, or (b) to provide reasonable assurance that Requestor will be able to continue to pay its obligations in the future.

FERC Docket: RP06-596-000

Second Revised Sheet No. 141 Second Revised Sheet No. 141: Effective

Superseding: First Revised Sheet No. 141
GENERAL TERMS AND CONDITIONS (Continued)

- 3.8 Assurance of Payment. If Transporter denies a request for service or does not approve the placement of Requestor's name on the Approved Bidder List due to a failure to satisfy Transporter's creditworthiness requirements, Requestor may obtain service or be placed on the Approved Bidder List if it provides Transporter with assurance of payment in the manner set forth at Section 9 (Operating Conditions) of the General Terms and Conditions and otherwise complies with the ongoing creditworthiness requirements set forth in Section 9. If Requestor fails to tender such assurance of payment within the time period set forth in Section 9.5(c), or such longer time period reasonably established by Transporter, Transporter may deny Requestor's request for service or reject any bid submitted by Requestor.
- 3.9 Execution of Service Agreement. Following the approval of a request for service and the award of service by Transporter, Transporter and Requestor shall enter into a new or amended Service Agreement under each appropriate Rate Schedule in accordance with the provisions of Section 5 of the General Terms and Conditions. If Requestor fails to execute such Service Agreement within 15 days after Transporter tenders it to Requestor, or within such other time period agreed to by Transporter or required by a specific provision of this Tariff, Requestor's request for service and Transporter's offer of service shall be void and of no further force or effect. Service shall not commence until Requestor returns or transmits an executed electronic or paper Service Agreement to Transporter in compliance with the provisions of this Tariff. Transporter may waive the provisions of this subsection on a nondiscriminatory basis.
- 3.10 Record Retention. Transporter shall maintain records of all valid requests for service and their disposition for a period of three years from the date of receipt of those requests. Transporter shall not disclose such information, including information relating to bids for service, other than pursuant to the provisions of this Tariff, a Commission proceeding or valid court order.

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SHEET NOS. 142 AND 143 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP08-160-000

Ninth Revised Sheet No. 144 : Effective

Superseding: Eighth Revised Sheet No. 144

GENERAL TERMS AND CONDITIONS (Continued)

4. AUCTIONS OF AVAILABLE FIRM SERVICE

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available, unless otherwise indicated in the applicable Rate Schedule.

With the exception of capacity referenced in Section 4.2(j)(i)(3), this Section applies to existing firm

capacity that may become available and not to new pipeline capacity. Additional provisions governing auctions

of service under specific Rate Schedules are set forth in individual Rate Schedules in this Tariff.

- 4.1 Circumstances Under Which Capacity Becomes Available.
- (a) Termination of Short-Term Service Agreements. Upon the termination of any firm Service Agreement having a term of less than one year, the capacity associated with such terminated Service Agreement

shall be made available for bidding under the procedures described at Section 4.2 below, provided that: (i)

the capacity is not previously committed under the terms of this Tariff and (ii) facility capacity remains

available.

terms

- (b) Continuing Service Under Certain Long-Term Agreements.
- (1) Transporter shall notify Shipper in writing of the upcoming expiration or termination

  of any firm Service Agreement with a term of 12 or more consecutive months or any firm multi-year seasonal Service Agreement (a long-term Service Agreement) at the applicable Recourse Rate for

that service, and will provide such notice at least 30 days before Shipper is obligated to notify

Transporter of its intent to exercise its right of first refusal or other service continuation rights
under the Service Agreement as described in paragraph (c)(2) below. Upon completion of the term

of any long-term Service Agreement, Shipper shall have the right to continue receiving service under that

long-term Service Agreement if that Service Agreement is at the Recourse Rate and (i) contains a provision that continues service absent notice of termination by Transporter or Shipper (an

evergreen

provision) and neither party has provided such notice, (ii) otherwise extends beyond that term according to its terms, or (iii) does not provide for pregranted abandonment and Shipper executes

a new long-term Service Agreement at the Recourse Rate. If the above requirements are not satisfied at the  $\alpha$ 

termination date of the primary term of a long-term Service Agreement, service under that long-term

Service Agreement (regardless of the origination date of that long-term Service Agreement) shall be

subject to the termination and right of first refusal provisions set forth at paragraph (c) below.

- (2) Prior to the expiration of the term of a Recourse rate, discounted rate or negotiated rate long-term Service Agreement, Transporter and Shipper may mutually agree to renegotiate the
- of such agreement in exchange for Shipper's agreement to extend the use of at least part of its existing service under a restructured Service Agreement. Such restructured Service Agreements shall be

negotiated on a case-by-case basis in a not unduly discriminatory manner. If the Service Agreement has

a regulatory right of first refusal, Transporter and Shipper must reach the agreement to extend prior to initiation of the right of first refusal procedure pursuant to Section 4.1(c). To the extent

that

Transporter and Shipper mutually agree to such an arrangement, the requirements of Section 4.1(c) shall not be applicable.

(c) Termination of Long-Term Service Agreements; Exercise of Right of First Refusal.

(1) (a) If Shipper's long-term Service Agreement is at the applicable Recourse Rate for that
service and does not extend according to its terms or otherwise continue as described at Section
4.1(b)
above, or Shipper declines to extend the contract under the provisions described at Section
4.1(b)
above, Shipper may continue service upon termination of that Service Agreement by (i) agreeing to
match
the highest value bid offered to Transporter for Shipper's firm service, or any portion (volume but not

geographic portion) thereof, through the bidding process described at Section 4.2 below, and (ii) executing a new Service Agreement incorporating the new rate and term. This right of first refusal shall apply only to (1) firm Service Agreements with a term of 12 or more consecutive months of

service at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal Service Agreements at the applicable Recourse Rate for that service. Discounted long-term Service Agreements in

effect as of the effective date of Order No. 637 (March 27, 2000) are grandfathered in that a right of
first refusal shall apply only at the expiration of such Service Agreements; provided, a right of first
refusal shall not apply to any new Service Agreement entered into, unless it has (1) a term of 12 or
more consecutive months of service and is at the applicable Recourse Rate for that service, or
(2) is a
firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. A "

firm

multi-year seasonal Service Agreement" as used in this Section 4 is a Service Agreement that has

a

firm multi-year term but does not provide for 12 consecutive months of service.

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Third Revised Sheet No. 144A Third Revised Sheet No. 144A: Effective

Superseding: Second Revised Sheet No. 144A GENERAL TERMS AND CONDITIONS (Continued)

- (b) Notwithstanding the provisions of Section 4.1(c)(1)(a), Transporter and its Shippers may mutually agree, on a not unduly discriminatory basis, to include in discount rate or negotiated rate Service Agreements that bear either a multi-year seasonal term or a term of 12 or more consecutive months of service, a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in this Section 4.
- (c) A Shipper with a firm Service Agreement having multiple primary receipt and delivery points subject to a right of first refusal may exercise its right of first refusal with respect to the Service Agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such Service Agreement and in the same rate zone, subject to satisfaction of Transporter's operational considerations based on pipeline configuration and design. The highest rate that Shipper must match through the bidding process at Section 4.2 below if it wishes to continue such service is the Recourse Rate. The right of first refusal shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that Service Agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the right of first refusal for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.
- (2) If Shipper intends to exercise its right of first refusal as described at paragraph
- (1) above, Shipper shall notify Transporter through Transporter's EBB of that intent at least six months before the termination date of its Service Agreement.

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Ninth Revised Sheet No. 145 Ninth Revised Sheet No. 145: Effective

Superseding: Eighth Revised Sheet No. 145
GENERAL TERMS AND CONDITIONS (Continued)

- (3) In the event that Shipper provides Transporter with a six-month notice of intent to exercise its right of first refusal, Transporter shall promptly post on its EBB the information described in Section 4.2. Transporter shall begin accepting bids from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's long-term Service Agreement, at least five months prior to the termination of such Service Agreement, and for the posting time periods set forth in Section 4.2(a) below.
- (4) If Transporter receives an offer for all or a portion (volume but not geographic portion) of the service rights under Shipper's long-term Service Agreement, Transporter, within five days after the last day for receiving offers, shall notify Shipper through the EBB of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.2(c) below. If Shipper elects to match the offer, Shipper shall notify Transporter of such election through the EBB within 15 days after receiving Transporter's notice and shall execute a new Service Agreement matching the offer prior to the termination of the existing long-term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate. If Shipper does not elect to match the offer within 15 days after receiving Transporter's notice, Shipper's right of first refusal will immediately terminate.
- (5) If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within five days after the close of the capacity auction periods as set forth in Section 4.2(a) below. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service (i) on a month-to-month basis or for such other term and rate agreed to by Transporter and Shipper, or (ii) at the applicable Recourse Rate for a term to be specified by Shipper. Shipper shall execute any new Service Agreement prior to the termination of the existing long-term Service Agreement. Shipper continuing service under either (i) or (ii) retains its right of first refusal on the portion continued, if it is under a Service Agreement with a term of 12 or more consecutive months of service, at the applicable Recourse Rate for that service, or is a firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. If Shipper does not continue all or a portion (volume but not geographic portion) of its service pursuant to the provisions of (i) or (ii) above, within 20 business days following Transporter's five day notification period as described in this Section 4.1(c) (4) above, or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's right of first refusal will immediately terminate.
- (6) If no acceptable offers satisfying Transporter's stated minimum terms are received, and no new long-term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring Service Agreement, Transporter shall post such capacity for an indefinite period as Generally Available Capacity. Transporter will post minimum price and other terms for such Generally Available Capacity, as described at Section 4.2 below. Transporter may change those minimum price and other terms, or may withdraw the posting of such Generally Available Capacity, at any time prior to receipt of a bid satisfying the posted minimum terms for that capacity. Any such minimum price or other terms shall be subject to the same limitations applicable to other available capacity as set forth in this Section 4.
- (7) Transporter will accept Recourse Rate bids for posted Generally Available Capacity on a first-come, first-served basis. If Transporter receives an acceptable bid for such Generally Available Capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB for the posting periods set forth in Section 4.2 (a) below. Any other competing bidder may obtain the capacity by submitting during the posting period a highest value bid (a bid that exceeds the value of the initial posted bid), as determined in accordance with the bid evaluation criteria set forth at Section 4.2(c) below,

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Fifth Revised Sheet No. 145A Fifth Revised Sheet No. 145A

Superseding: Third Revised Sheet No. 145A

GENERAL TERMS AND CONDITIONS (Continued)

(d) Termination of Other Long-Term Service Agreements.

(1) If a long-term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its right of first refusal, such long-term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Service Agreement and shall terminate as specified therein and Transporter shall have no further obligation to Shipper.

(2) Early Termination of Service Agreements. Transporter may, in a not unduly discriminatory manner agree with Shipper to terminate its Recourse rate, discounted rate or negotiated

rate long-term Service Agreement prior to its expiration date. The situations in which Transporter

may agree to terminate such a Service Agreement include, without limitation, the following:

(i) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the

conditions set forth in the solicitation have been satisfied;

(ii) where Shipper agrees to pay an exit fee that is sufficient, taking

into

account the remaining term of the Service Agreement and the value and liquidity of the capacity subscribed under the Service Agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment.

Transporter

may waive the exit fee where Shipper's Service Agreement provides for a discounted rate and Transporter concludes that the capacity subscribed there under would be sold at a higher rate for the

full remaining term of the Service Agreement.

An agreement to terminate a Service Agreement hereunder shall not constitute a material deviation from the applicable form of Service Agreement.

4.2 Auctions of Capacity that Becomes Available. As capacity becomes available on Transporter's system for firm services under the circumstances set forth in Section 4.1 above or otherwise, such capacity shall be

made available for bidding provided that it is not previously committed and capacity remains available.

- (a) EBB Posting Procedure. Capacity that becomes or will become available will be posted by Transporter on its EBB for at least the following periods:
- (1) five business days for firm capacity that will be available for a term of twelve months or longer;
- (2) three business days for firm capacity that will be available for a term of at least five but less than twelve months; and
- (3) one hour ending at 9:00 a.m. (C.T.) for firm capacity that will be available for a term of less than five months.

Transporter's posting shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available from each receipt point to

each market area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing right of first refusal; (v)

any minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to

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Fifth Revised Sheet No. 146 Fifth Revised Sheet No. 146: Effective

Superseding: Fourth Revised Sheet No. 146
GENERAL TERMS AND CONDITIONS (Continued)

Transporter. The due date set by Transporter for bids shall be in accordance with the posting periods set forth above in this Section 4.2(a).

(b) Bidding Procedure. A potential Shipper may submit multiple bids, each higher that its preceding bid, for all or any portion of the capacity or term of service made available by Transporter.

Such bids shall be submitted electronically through Transporter's EBB and shall be displayed by Transporter on

the EBB, without revealing the identity of the bidder, during the bidding period. Bidder shall specify the

monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively

as Reservation Charge) it is bidding for the service. Bidder also shall provide to Transporter a valid request for service fully complying with Section 3 (Requests for Service) of the General Terms and Conditions.

The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the

nearest thousandth of one dollar (\$0.000). The bid shall not exceed the then-effective Maximum Base Reservation Charge for the applicable service set forth in this Tariff. In addition to the bid price, Ridder

shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges,

as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids

that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity;

 $(i\bar{i})$  do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions

that Transporter determines, in its reasonable discretion, to be unacceptable.

# (c) Assessing Bids.

- (1) Transporter shall access the bids to assure that capacity is available to serve the delivery point(s) requested. If capacity is not available, Transporter shall reject the bids and advise Shipper.
- (2) Transporter shall evaluate bids based upon their net present value as set forth below, taking into account the price and term offered. Transporter shall use the current Commission-

approved interest rate in calculating the net present value of bids, with the current value of any future service commencement date bids reduced by the time value of the delay in the receipt of revenue. Capacity

shall be awarded, as set forth in paragraph (d) below based on the acceptable highest value of the bids offered to Transporter calculated in accordance with this Section. Transporter shall publish the winning bids

on its EBB.

(3) For purposes of assessing bids, the net present value of bids containing a reservation rate or other form of revenue guarantee which exceeds the applicable Recourse Rate during all or

any portion of the term contained in the bid, shall not exceed the net present value that is calculated assuming that the applicable Recourse Rate is in effect during the full term contained in the bid, in place of

the reservation rate(s) or other revenue guarantee(s) contained in the bid.

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Third Revised Sheet No. 146A Third Revised Sheet No. 146A: Effective

Superseding: Second Revised Sheet No. 146A GENERAL TERMS AND CONDITIONS (Continued)

(d) Awarding Capacity; Pro Rata Awards to Equal Bidders. Consistent with the bid assessment criteria set forth in paragraph (c) immediately above, Transporter shall award capacity: (i)

to an existing capacity holder that exercises a right of first refusal to match the highest value bid; provided that the highest rate that such holder must match is the Recourse Rate; and (ii) then to the bidder

submitting the highest value bid, or if two or more bidders submit equal acceptable highest value bids,

pro rata to all bidders that submitted equivalent highest value bids based upon daily quantities requested.

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FERC Docket: RP09-768-000

Fifth Revised Sheet No. 147 Fifth Revised Sheet No. 147

Superseding: 2nd Sub Fourth Revised Sheet No. 147

# GENERAL TERMS AND CONDITIONS (Continued)

(e) Binding Nature of Bids; Liquidated Damages. All bids are binding; provided, however, that a bidder may decline to accept a pro rata allocation of capacity resulting in an award of less than the

bidder may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision through Transporter's EBB

within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, if a successful bidder

fails to execute a Service Agreement within 15 days after such Service Agreement is tendered by Transporter,

(or such later date established by Transporter through notice to Shipper). Transporter will then award the

capacity to the next acceptable bidder on the basis of the highest net present value, as described in this

Section. If Transporter finds no other bid acceptable, the capacity shall be posted again and thereby made

available for a new round of bids.

(f) Adjustment to Bid Rate. When the rate bid by a Bidder is at the Maximum Base Reservation  ${\sf N}$ 

Charge, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of

the Commission, unless otherwise clearly stated in the Service Agreement. When the rate bid by a Bidder is

lower than the Maximum Base Reservation Charge, that bid rate shall be subject to adjustment in accordance with

the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in

the Maximum Base Reservation Charge, unless otherwise clearly stated in the Service Agreement.

 $\,$  (g)  $\,$  Bona Fide Offers. All bids submitted for capacity pursuant to this Section must be bona fide

offers, and must be submitted electronically through Transporter's EBB or as otherwise set forth in this Tariff. All Service Agreements entered into as a result of such bids must reflect an arms length transaction

between the bidder and Transporter.

(h) Relation to Section 11 of the General Terms and Conditions. With regard to the newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that

satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for

that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary

and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

(i) Reserved Capacity. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do

not have a right of first refusal or shipper does not exercise its right of first refusal ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify

shippers of its intent as part of Transporter's posting of the Available Reservation Capacity under this

Section 4.2(i) (Reserved Capacity) of the General Terms and Conditions. Available Reservation Capacity may be

reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate

approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open

season has been held or will be held within one (1) year of the date that Transporter posts such Available

Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section

# 4.2(i)

shall be made available for transportation service pursuant to Transporter's General Terms and Conditions on a

limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to

limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms

and Conditions governing rights of first refusal commensurate with the proposed in-service date of the expansion project.

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FERC Docket: RP09-768-000

First Revised Sheet No. 147A First Revised Sheet No. 147A

Superseding: Substitute Original Sheet No. 147A

# GENERAL TERMS AND CONDITIONS (Cont'd)

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall

first make such capacity generally available to any Shipper or potential Shipper by posting such Available

Reservation Capacity for bidding through an open season for a time period of at least five (5) business days.

This Available Reservation Capacity open season posting shall contain the posting information required by

General Terms and Conditions Section 4.2(a)(i) - (vi) and shall conform to the bidding and capacity award

procedures of General Terms and Conditions Sections 4.2(b) - (g). When the Available Reservation Capacity

open season is held prior to the expansion project open season, Transporter shall have the right to state in

the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be

acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future  $\frac{1}{2}$ 

expansion project open season. In the event that the subsequent expansion project open season imposes  $\min$ 

terms and conditions that are materially different from the terms and conditions imposed in the previous  $\frac{1}{2}$ 

Available Reservation Capacity open season, Transporter shall hold another open season for the Available

Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project

open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion

project open season.

Available Reservation Capacity may only be reserved in the 12-month period prior to the filing of the

7(c) certificate application or request for prior notice authorization pursuant to Transporter's blanket construction certificate. Any Available Reservation Capacity reserved pursuant to this Section 4.2(i) for an

expansion project that does not go forward because Transporter does not file any required application with the

Commission within one year from such reservation date, or because Transporter ultimately does not receive

authorization, shall be posted as generally available within 30 days of the date the capacity becomes available

subject to then existing commitments for the capacity.

Transporter postings for reserved Available Reservation Capacity shall include the following information: (a) a description of the expansion project for which the capacity will be reserved; (b) the

total quantity of capacity to be reserved; (c) the location of the proposed reserved capacity on the pipeline

system; (d) whether, and if so, when Transporter anticipates that an open season for the capacity will be held

or it will otherwise be posted for bids under the expansion; (e) the projected in-service date of the expansion projects; and (f) on a rolling basis, how much of the reserved capacity has been sold on a limited-

term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material

changes in the expansion project up to the in-service date of the expansion project. The reservation posting

shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-

binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open

season.

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Second Revised Sheet No. 148 second Revised Sheet No. 148 : Effective

Superseding: First Revised Sheet No. 148

GENERAL TERMS AND CONDITIONS (Continued)

- Future Sale of Capacity Procedures (i)
- (i) Transporter may conduct an open season to sell the following types of capacity with a service commencement date that begins immediately or at anytime in the future: (1) any unsubscribed capacity; (2) any capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or shipper does not exercise its right of first refusal; or (3) any capacity that becomes a available due to modification, constructions, or acquisition of facilities in accordance with the Commission's certificate regulations (collectively "Available Sale Capacity").
- (ii) If Transporter conducts an open season, it will post notice of availability of the "Available Sale Capacity" on its EBB for at least five ((5) Business Days to afford all potential shippers an opportunity to acquire the capacity. Any potential shippers wishing to acquire the "Available Sale Capacity" may participate in the open season and may request an immediate or any future service commencement date. Transporter will award the "Available Sale Capacity" on a net present value basis consistent with Section 4.2(c)(2) of the General Terms and Conditions.
- If Transporter sells "Available Sales Capacity" pursuant to this subsection (j) with a future service commencement date, the capacity that has been sold will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. The provisions of General Terms and Conditions Section 4.2(a) - (h) will apply to the sales of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eliqible for the right of first refusal provided in the service agreements and/or pursuant to General Terms and Conditions Section 4.1 governing rights of first refusal, Transporter will limit the right of first refusal rights associated with that interim capacity commensurate with the future service commencement date. If right of first refusal rights are limited, the transportation service agreement will note the limitation.

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SHEET NO. 149 IS BEING RESERVED FOR FUTURE USE

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Original Sheet No. 150 Original Sheet No. 150: Effective

GENERAL TERMS AND CONDITIONS (Continued)

#### SERVICE AGREEMENT

5.1 Form of Service Agreement. Shipper shall enter into a contract with Transporter under Transporter's applicable standard Form of Service Agreement or Assignment Agreement prior to receiving service from Transporter under any Rate Schedule; provided, however, that a Service Agreement between Transporter and Shipper that was in effect on the effective date of this Tariff shall remain in effect until it is replaced, superseded, terminated, or expires by its own terms, and shall be considered as an executed Service Agreement to the extent that its provisions are not superseded by or in conflict with the provisions of this Tariff. Shippers with new levels of

shall execute new Service Agreements. As used in this Tariff, "Service Agreement" shall include Assignment Agreements unless otherwise specified.

5.2 Term. The period of time to be covered by the Service Agreement (but not including Assignment Agreements) shall be determined (i) by agreement between the parties or (ii) in accordance

with the auction procedures set forth at Section 4 (Auctions of Available Firm Service) of the General Terms and Conditions, but shall not exceed 20 years. Where the Service Agreement supersedes

or cancels an existing Service Agreement, however, Transporter may require that the term of the Service Agreement shall be not less than the unexpired portion of the term contained in the Service

Agreement to be superseded or canceled. The term of an Assignment Agreement shall be determined in

accordance with the provisions of Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions.

- 5.3 Quantity Obligations and Requirements. The quantities of gas to be transported by Transporter shall be set forth in the applicable Service Agreement.
- 5.4 Successors and Assigns. Any company that succeeds by purchase, merger, or consolidation to the gas properties of Transporter or of Shipper substantially as an entirety, and any Affiliated

Successor in Interest that acquires from Transporter the properties of Transporter used in interstate  $\overline{\ }$ 

commerce in rendering service to Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Shipper, Transporter, and their successors may assign or pledge the Service Agreement under the provisions or any

deed of trust, indenture or similar instrument that it has executed or may execute hereafter; provided, however, that such mortgage, deed of trust, indenture or similar instrument shall cover the properties of such party as an entirety unless such party is an Affiliated Successor in Interest

as described above. Otherwise no party shall assign the Service Agreement or any of its rights thereunder unless it first shall have obtained in writing the consent thereto of the other party; provided, however, that Shipper may release and assign service rights contracted for under such Service Agreement pursuant to the conditions, and subject to the limitations, of Section 14

(Release

and Assignment of Service Rights) of the General Terms and Conditions. Any direct or indirect
assignment of service rights by Shipper under this paragraph shall be made in good faith and not
for

the purpose of avoiding the requirements of Section 14.

5.5 Waiver of default. No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Service Agreement shall operate or be construed as a waiver

of any future default or defaults, whether of a like or different character.

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First Revised Sheet No. 151 First Revised Sheet No. 151: Effective

Superseding: Original Sheet No. 151

GENERAL TERMS AND CONDITIONS (Continued)

5.6 Choice of Law. Unless otherwise specifically stated in the Service Agreement, interpretation of the provisions of all Service Agreements or other agreements entered into between Shipper and Transporter, including any provisions of this Tariff related to such agreements, and any disputes arising from such agreements, shall be governed by the law of the State of Texas.

# 5.7 Electronic Contracting Agreement.

- (a) In General. Transporter and Shipper may, and when required by the Tariff shall, enter into new or amended Service Agreements or Assignment Agreements by electronic communications through Transporter's Electronic Bulletin Board (EBB). Transporter and Shipper may also by mutual agreement enter into any other contract through electronic communications. Service Agreements, Assignment Agreements pursuant to Section 14 (Release and Assignment of Service Rights) and other agreements are collectively referred to as "Contracts" in this Section 5.7. The consummation of Contracts electronically shall be governed by the provisions of this Section 5.7 and the Electronic Contracting Agreement.
- (b) When Required. Shipper shall be required to enter into a Contract electronically if Shipper desires to commence service within five business days after a contract is awarded.
- (c) Prerequisites. Requestor shall not be eligible to enter into a Contract electronically until Requestor (i) has been placed on Transporter's Approved Bidder's List in accordance with Section 3.2 of the General Terms and Conditions and (ii) has executed and submitted to Transporter an Electronic Contracting Agreement in the form contained in this Tariff. Requestor shall execute the Electronic Contracting Agreement in duplicate by original handwritten signature(s) on paper and forward it to Transporter via mail or other delivery service at least 15 business days in advance of bidding for or requesting a Contract. The requirement in this Section 3.2 of timely submission of an executed Electronic Contracting Agreement may not be satisfied by facsimile transmission of an executed document, or any other method that results in Transporter receiving only a copy of a signature. Upon receipt of the executed Electronic Contracting Agreement, the Approved Bidder List shall be updated to reflect Requestor's eligibility to enter into Contracts electronically.
- (d) Documents; Standards. Transporter and Shipper may, and when required by the Tariff shall, electronically transmit to or receive from the other party any of the electronic forms (including Contracts) listed by Transporter, currently or in the future, on the Transaction List posted
- on Navigator, (collectively "Documents"). Any transmission of data that is not a Document shall have
- no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards set forth in the EBB User's Guide,
  - it may be amended or supplemented from time to time by Transporter.

FERC Docket: RS92- 6-005

Original Sheet No. 151A Original Sheet No. 151A: Effective

## GENERAL TERMS AND CONDITIONS (Continued)

(e) Signatures. Transporter shall adopt as its signature an electronic identification. and Transporter shall furnish to Subscriber one or more unique electronic identifications (User Identification and Password), consisting of symbol(s) or code(s), which are to be electronically affixed to or placed in each Document transmitted by such party ("Signatures"). The employee(s) or officer(s) designated by Subscriber in Appendix A of the Electronic Contracting Agreement shall perform the contracting function for Subscriber and thereby legally bind Subscriber to any Contract with Transporter by use of that person's assigned User Identification and Password. By entering into the Electronic Contracting Agreement, Subscriber represents and warrants that (i) the emplovee(s) or officer(s) identified in Appendix A thereof have been duly and legally authorized to enter into and execute Contracts electronically on behalf of Subscriber, and (ii) all other persons designated by Subscriber to receive a User Identification and Password have been duly authorized to send and receive Documents other than Contracts. The Signature of a party affixed to or contained in anv transmitted Document shall be irrebuttable proof that such party originated such Document. Neither party shall disclose to any authorized person the Signatures of the other party. (f) Security Procedures. Each party shall be responsible for ensuring that all electronic executions with Signatures and all transmissions of Documents are authorized, and for protecting its business records and data from improper access. Parties shall be responsible for securing physical access to each of its computers utilizing Navigator software and for keeping confidential its User Identification(s) and Password(s). Transporter reserves the right to invalidate any User Identification or Password if it suspects a security breach. Transmissions. (q) (1) Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until it has been received as determined in accordance with Section 2.15 of the General Terms and Conditions. Acknowledgment. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit electronically a functional acknowledgement of receipt, unless otherwise specified in the Transaction List. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received. Acceptance. If acceptance of a Document is required by the Transaction List, the proper receipt of any such Document shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Transaction List).

FERC Docket: RS92- 6-007

First Revised Sheet No. 151B : Effective

Superseding: Original Sheet No. 151B

GENERAL TERMS AND CONDITIONS (Continued)

(h) Pro Forma Service Agreement. When a party affixes its Signature to a Contract and transmits the Contract to Transporter in accordance with Section 5.7(g) above, it shall be bound, as applicable, by (i) the terms and conditions of the applicable pro forma Service Agreement or Assignment Agreement contained in this Tariff corresponding to the Rate Schedule under which that party is seeking service, or (ii) the terms and conditions of any generally available, nonjurisdictional agreement or contract that is a Document. The date of Transporter's acceptance of an executed and properly transmitted Contract under Section 5.7(g) shall be deemed to be the

date

of execution for purposes of the Contract and that execution date shall apply to any subsequently issued paper copy of the Contract that Transporter tenders to Shipper. The effective date and

term

of the Contract shall be determined in accordance with the provisions of Section 5.3 of the General

Terms and Conditions, but Transporter shall not be obligated to provide service to Subscriber prior  ${\sf T}$ 

to the date of acceptance.

- (i) Replacement With Paper Copies of Service Agreements. (1) Transporter may terminate a Contract entered into electronically, and providing for firm service with a term of one year or more, 30 days after the date of execution, as determined in accordance with Section 5.7(h), unless Shipper executes in original handwriting a paper copy of that Service Agreement and returns it to Transporter prior to the expiration of such 30-day period. Transporter shall send the Service Agreement to Shipper through the EBB in sufficient time to enable Shipper to print, execute, and return a paper copy of that Service Agreement prior to the 30-day termination date.
- (j) Termination. Except as stated in Section 5.7(f), the Electronic Contracting Agreement shall remain in effect until terminated by either party with at least 30 days prior written

notice, which notice shall specify the effective date of termination; provided that: (i) the effective date of termination shall not precede the termination of any electronic Service Agreement

or Transaction; (ii) any termination shall not affect the respective obligations or rights of the parties arising under any electronic Service Agreement or Documents, or otherwise arising under this

Section prior to the effective date of termination; and (iii) any such termination by Transporter shall be only for due cause or upon the request of Shipper.

(k) Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice (where the originating party can be identified), the originating party's record of the contents of such Document.

shall control.

FERC Docket: RS92- 6-005

Contracting

Original Sheet No. 151C Original Sheet No. 151C: Effective

GENERAL TERMS AND CONDITIONS (Continued)

Terms and Conditions of Electronic Contracting Agreement. The terms and (1) conditions set forth in this Section 5.7(1) shall apply to the Electronic Contracting Agreements entered into by Transporter and Shippers. The Electronic Contracting Agreement shall be considered to be an integral part of any Contract heretofore or hereafter entered into between Transporter and Shipper. Execution of the Electronic Contracting Agreement shall evidence the parties' manual intent to create binding contractual obligations by means of the electronic transmission and receipt of Documents. Any Document properly transmitted shall be deemed (in connection with any Transaction, Contract, or Electronic Contracting Agreement) to be a "writing" or "in writing"; and any such Document that includes a Signature ("Signed Documents") shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties under an Electronic Contracting Agreement, including the use of properly transmitted Signed Documents, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of any Transaction, Contract, or Electronic Contracting Agreement. By executing the Electronic Contracting Agreement, the parties agree not to contest or assert as a defense the validity or enforceability of Signed Documents under the provisions of any law, including the Statute of Frauds, 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 ext.ent. 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 the business records exception to the hearsay rule, the best evidence rule, or any other statute or rule of like kind or character on the basis that the Signed Documents were not originated or maintained in documentary form or any form not contemplated in the Electronic Contracting Agreement. Severability. Any provision of the Electronic Contracting Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such

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determination without invalidating the remaining provisions of the Electronic

Agreement or affecting the validity or enforceability of such remaining provisions.

FERC Docket: RS92- 6-005

Original Sheet No. 151D Original Sheet No. 151D: Effective

GENERAL TERMS AND CONDITIONS (Continued)

(7) Entire Agreement. The Electronic Contracting Agreement, the documents incorporated therein by reference, and the Documents transmitted pursuant to the Electronic Contracting Agreement shall (i) constitute the complete agreement of the parties relating to the matters specified in the Electronic Contracting Agreement, and (ii) 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 the Electronic Contracting Agreement shall be binding on either party. No modification of or supplement to the and provisions of the Electronic Contracting Agreement shall be effective unless it is a paper writing signed in original handwriting by the parties. No obligation to enter any Transaction is to be implied from the execution or delivery of the Electronic Agreement. The Electronic Contracting Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

- (m) Limitation of Damages.
- Neither party shall be liable to the other for any special, exemplary or consequential damages arising from or as a result of any delay, omission error in the electronic transmission or receipt of any Documents pursuant to the Contracting Agreement, even if either party has been advised of the possibility of such damages.
- Shipper or any other party with access to Transporter's EBB shall and indemnify Transporter from and against any and all claims, demands and actions, and resulting loss, costs, damages and expenses (including court costs and reasonable fees) that may be asserted against or imposed upon Transporter by any person or entity a result of the unauthorized or otherwise improper use of any User Identification or issued by Transporter to that Shipper or other party.

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Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 152 Original Sheet No. 152: Effective

SHEET NOS. 152 AND 153 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP04- 39-001

Ninth Revised Sheet No. 154 Ninth Revised Sheet No. 154: Effective

Superseding: Eighth Revised Sheet No. 154

GENERAL TERMS AND CONDITIONS (Continued)

- 6. NOMINATING, SCHEDULING, AND MONITORING
  - 6.1 General.

(a) Except for events solely within Transporter's control, the primary obligation and burden of responsibility to monitor, control, adjust and maintain a concurrent balance between tenders and takes of transportation gas shall rest with Shipper. Transporter neither assumes any responsibility nor any obligation to monitor or adjust Shipper's tenders or takes by the provisions of this Section.

(b) Unless stated otherwise in this Section 6, all notices or other communications from Shipper  $\dot{}$ 

Transporter pursuant to the requirements of this Section shall be submitted electronically through Transporter's EBB. The date and time of all such notices or other communications from Shipper to Transporter

under this Section shall be deemed to be the date and time those notices or communications are received by Transporter, unless otherwise specified.

(c) Transporter will post to Transporter's EBB a telephone number to be used after normal business

hours to assist shippers which experience scheduling or confirmation problems.

(d) The sending party shall adhere to nominations, confirmations, and scheduling deadlines. It

the party receiving the nomination, confirmation, or scheduling request which has the right to waive the deadline.

- 6.2 Nominations.
- (a) Quantities of gas nominated will be made effective at the time designated on the nomination, provided Shipper adheres to the nomination timeline prescribed in Section 6.2(e) and receipt and delivery quantities can be confirmed pursuant to Section 6.3(a) of the General Terms and Conditions.

(b) A Shipper seeking to nominate quantities under any applicable Service Agreement, or

under any individual Appendix A of a combined Service Agreement that must be nominated and allocated separately, shall

furnish to Transporter, for each such Service Agreement or individual Appendix A (i) a Nominated Daily Delivery

Quantity to be delivered by Transporter to or for Shipper at the applicable delivery point(s) on Transporter's

pipeline system, and (ii) a Nominated Daily Receipt Quantity to be tendered to Transporter at each applicable

receipt point on Transporter's pipeline system. Retainage shall be included in the Nominated Daily Receipt

Quantity, and will be calculated using the following formula: (1 - fuel %/100) x receipt quantity rounded to

the nearest dth = delivered quantity. For current in-kind fuel reimbursement procedures, fuel rates shall be

made effective only at the beginning of the month. Transporter shall not reject a nomination for reasons of

rounding differences due to fuel calculation of less than 5 Dth. Shipper's Nominated Daily Delivery Quantity

and Nominated Daily Receipt Quantity collectively are referred to as Shipper's "nominations". A Shipper who is

also a Shipper under a Columbia Gas Transmission Corporation (Columbia Transmission) Service Agreement may,

when nominating, make one nomination covering both Transporter and Columbia Transmission.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-475-001

Fourth Revised Sheet No. 154A Fourth Revised Sheet No. 154A: Effective

Superseding: Third Revised Sheet No. 154A GENERAL TERMS AND CONDITIONS (Continued)

(c) Quantities shall be nominated in dekatherm units and shall represent the total requested quantity for the Gas Day.

(d) Each nomination shall be considered an original nomination and shall be replaced to be changed.

When a nomination includes a date range, each day within that range is considered an original nomination.

a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous

nomination outside the range are unaffected. Nominations have a prospective effect only. Subsequent nominated quantities shall represent replacement daily quantities.

- (e) Transporter will support the following nomination cycles:
- (1) "Timely Nomination Cycle" is 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and Interconnecting Operator (central clock time on the day prior to flow).
- (2) "Evening Nomination Cycle" is 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Shipper on the subject Transporter to receive notice that it is being bumped should be effective at 9:00 a.m. on next Gas Day; and when an Evening Nomination causes another Shipper on the subject Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on next Gas Day.
- (3) "Intraday 1 Nomination Cycle" is 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on Gas Day.
- (4) "Intraday 2 Nomination Cycle" is 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

For purposes of (2), (3) and (4) above, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms

of transmittal, it shall mean send or post.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-475-001

Fifth Revised Sheet No. 155 Fifth Revised Sheet No. 155: Effective

Superseding: Fourth Revised Sheet No. 155

GENERAL TERMS AND CONDITIONS (Continued)

(f) Shipper shall have the option to either submit overrun quantities (nominations under firm contracts in excess of its Maximum Daily Quantity (MDQ)) as a separate nomination or within the aggregate

of all nominations. When nominations for overrun quantities are submitted as a separate transaction, they

must be identified as such by using the appropriate nomination transaction type.

- (g) Except for intra-day nominations, Shipper may nominate for several days, months or years in one day increments provided such nomination is within the begin and end dates of Shipper's Service Agreement.
- (h) Shipper may submit intraday nominations according to the deadlines noted in Section 6.2(e). For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Such intraday nominations may be used to request increases or decreases in total

flow, changes to receipt points, changes to delivery points, or to nominate new supply or market. All intraday nominations shall be based on a daily quantity. Intraday nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flow of the intraday nomination, if not

otherwise addressed in Transporter's contract or tariff. During any Gas Day of interruption pursuant to Section 16 (Interruptions of Service), a Shipper may not make intraday changes to receive or take gas if such

change would cause interruption of a Shipper using that receipt or delivery point as a firm secondary point

during that Gas Day. Shipper may make any such intraday changes only if the following requirements and conditions are satisfied:

- (1) actual flows consistent with the requested nominations are confirmed at receipt and delivery points;
- (2) Shipper's tenders or takes (i) during any 8-hour period may not exceed 40 percent of Shipper's Transportation Demand, and (ii) during any 24-hour period do not exceed Shipper's Transportation Demand, provided that all deliveries do not exceed the applicable maximum hourly limitations specified in Section 9 (Operating Conditions) of the General Terms and Conditions;
- (3) Shipper's revised nominations during a Day under no circumstances fall below the Elapsed-prorated-scheduled quantity up to the effective time of the revised nominations; and
- (4) Nominations received after the nomination deadline shall be scheduled after nominations received before the nomination deadline.
- (i) Shippers shall cause, by whatever means necessary, the interconnecting operator of each point of receipt and each point of delivery designated in any nomination, or change in nomination submitted by Shipper
- to confirm all such nominations or changes in nominations, in accordance with the timelines specified in Section 6.2(e) and also to comply with GISB standard confirmation data sets.
- (j) Transporter shall electronically on its EBB make available to Shipper on a daily basis Shipper's imbalance status or information from which Shipper can determine its imbalance status. Such daily electronic

updates by Transporter shall be based upon the data available to Transporter at that time, and shall constitute notice to Shipper for purposes of the application of imbalance penalties, as set forth in Section

19 (Penalties) of the General Terms and Conditions and elsewhere in this Tariff. To avoid the imbalance penalties described in this Tariff, Shipper shall eliminate imbalances in its account as soon as possible but

in no event later than the last day of the Month in which such notice is received.

FERC Docket: RP99-356-000

Fourth Revised Sheet No. 155A Fourth Revised Sheet No. 155A: Effective

Superseding: Third Revised Sheet No. 155A

GENERAL TERMS AND CONDITIONS (Continued)

- 6.3 Confirmation and Scheduling by Transporter.
- (a) No gas shall flow under any nomination until Transporter has confirmed the nomination, awarded capacity, and scheduled the applicable quantities. If Shipper's gas is not confirmed on the same day
- in which capacity is nominated, the nomination of that Shipper shall be void and the capacity shall be offered
- to the next eligible Shipper.
- (b) Transporter shall initiate confirmation (Request for Confirmation) with the Confirming Party or respond to request for confirmation (Confirmation Response) from the Confirming Party. Transporter shall complete confirmations by the following deadlines:
- (1) The Timely Nomination Cycle: Confirmation shall be completed by  $3:30~\mathrm{pm}$  (C.T.) the day before the start of the Gas Day.
- (2) The Evening Nomination Cycle: Confirmation shall be completed by  $9:00~\mathrm{pm}$  (C.T.) the day before the start of the Gas Day.
- (3) The Intraday 1 Nomination Cycle: Confirmation shall be completed by 1:00 pm (C.T.) on the Gas Day.
- (4) The Intraday 2 Nomination Cycle: Confirmation shall be completed by  $8:00~\mathrm{pm}$  (C.T.) on the Gas Day.
- (c) Transporter shall provide to Shippers and Point Operators their scheduled quantities by the following timelines and provisions:
- (1) The Timely Nomination Cycle: Scheduled Quantities shall be provided by  $4:30~\mathrm{pm}$  (C.T.) the day before the start of the Gas Day.
- (2) The Evening Nomination Cycle: Scheduled Quantities shall be provided by 10:00 pm (C.T.) the day before the start of the Gas Day.
- (3) The Intraday 1 Nomination Cycle: Scheduled Quantities shall be provided by  $2:00~\mathrm{pm}$  (C.T.) on the Gas Day.
- (4) The Intraday 2 Nomination Cycle: Scheduled Quantities shall be provided by  $9:00~{\rm pm}$  (C.T.) on the Gas Day.
- (5) At the end of each gas day, Transporter should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled

quantity related standards, Transporter should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive Transporter's sending of the end of gas day Scheduled Quantity document.

FERC Docket: RP98-427-000

Original Sheet No. 155B Original Sheet No. 155B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- (d) Where discrepancies in quantities exist between confirming parties, the confirmed quantity shall be determined as follows:
- (1) With respect to the Timely Nomination Cycle, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity
  - or the previously scheduled quantity should be the new confirmed quantity.
- (2) With respect to increases during the Evening Nomination Cycle, Intraday 1 Nomination Cycle and Intraday 2 Nomination Cycle, in the absence of agreement to the contrary, the lesser of the confirmation
- quantities should be the new confirmed quantity. If there is no response to a Request for Confirmation
  - or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.
- (3) With respect to decreases during the Evening Nomination Cycle, Intraday 1 Nomination Cycle and Intraday 2 Nomination Cycle, in the absence of agreement to the contrary, the lesser of the confirmation
- quantities should be the new confirmed quantity, but in any event no less than the elapsed-proratedscheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation
- Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.
- (4) If there is no response to a request for confirmation or an unsolicited confirmation response, Transporter shall provide Shipper with the Scheduled Quantities the following information to explain why

the nomination failed, as applicable:

- (i) Transporter did not conduct the confirmation;
- (ii) Upstream Confirming Party did not conduct the confirmation;
- (iii) Upstream Service Requester did not have the gas or submit the nomination;
- (iv) Downstream Confirming Party did not conduct the confirmation;
- (v) Downstream Service Requester did not have the market or submit the nomination.

FERC Docket: RP98-427-000

Fourth Revised Sheet No. 156 Fourth Revised Sheet No. 156: Effective

Superseding: Third Revised Sheet No. 156

GENERAL TERMS AND CONDITIONS (Continued)

(e) When a Shipper has more than one receipt point or more than one delivery point, such Shipper shall specify in its nomination the supply reduction priorities and delivery reduction priorities (Priority Reduction List) to be utilized at the receipt points or delivery points in the event of a loss of volume at the receipt points or delivery points.

- (f) If only partial confirmations are received by Transporter from the upstream and downstream entities delivering or receiving gas on behalf of Shipper, Shipper's nominations shall be reduced in accordance with the priorities set forth on the Priority Reduction List furnished by Shipper.
- (g) If after Shipper's gas is confirmed, Transporter is notified that Shipper's gas is not available, then Transporter may cease deliveries.
- (h) If Transporter receives gas into its system which has not been nominated and confirmed for transportation by Transporter, Transporter shall provide written notification to the operator delivering the gas into Transporter's pipeline that unauthorized deliveries have occurred. Within fifteen days after Transporter notifies the delivering operator of the unauthorized delivery of gas, if Transporter has not received from such operator a written designation of a Shipper with a Service Agreement which was effective when the unauthorized deliveries occurred as well as written confirmation from such Shipper that it is willing to accept the gas under its Service Agreement, the gas shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Transporter shall credit such forfeited gas to company-use gas.
- (i) The Explicit Confirmation process requires that the Confirming Party and Transporter respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.
- (j) The Confirming Party may elect to use a Confirmation by Exception process instead of the Explicit Confirmation process subject to the following conditions:
  - (1) The Confirming Party provides Transporter with written notification of this election,
  - (2) The Confirming Party may notify Transporter in writing of a desire to prospectively revert to the Explicit Confirmation process and Transporter shall honor such request,
  - (3) Transporter may notify the Confirming Party in writing of a desire to prospectively revert to the Explicit Confirmation process and the Confirming Party shall honor such request,
  - (4) The Confirming Party is deemed to confirm the quantities as reported by Transporter either on Transporter's EBB or GISB EDI confirmation data sets unless the Confirming Party provides notification to Transporter of a lesser quantity by the established confirmation deadlines.

FERC Docket: RP98-427-000

Original Sheet No.156A Original Sheet No.156A: Effective

# GENERAL TERMS AND CONDITIONS (Continued)

- (k) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the parties that are affected. Applicable notification(s) of such alterations should be provided to the affected parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by Transporter. With respect to the implementation of this process via the 1.4.X GISB standards, Transporter and the Confirming Party should send the applicable document(s) to the applicable party(ies) no later than the next time they are slated to communicate confirmations or scheduled quantities. The Confirming Party has an obligation to notify Transporter within the established GISB deadlines when a previously confirmed and scheduled quantity is altered. Affected parties to be notified by Transporter are:

  (1) Confirming Party in a Confirmation Response (or unsolicited Confirmation Response as
  - applicable) document by Transporter;
  - (2) Confirming Party in a Request for Confirmation document by Transporter;
  - (3) Shipper in a Scheduled Quantity document by Transporter.
- (1) When a Transporter or Confirming Party receive a Confirmation Response document by the conclusion of a given quarter hour period, the Confirmation Party by the conclusion of a given quarter hour period, the Transporter or Confirming Party will send to the partyps designated site a corresponding Confirmation Response Quick Response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
- 6.4 Shipper's Notice of Changes. Except for reasons of force majeure, as described at Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall notify Transporter or cause Transporter to be notified at least 24 hours in advance of any anticipated material change in the daily quantity of gas Shipper desires to deliver or to cause to be delivered to Transporter for transportation under Transporter's Rate Schedules. If an unanticipated or a force majeure event causes a material change in the quantity of gas Shipper will deliver or cause to be delivered to Transporter for transportation, Shipper shall notify or cause Transporter to be notified as soon as possible after occurrence of that event. In the event of such material changes, Shipper shall tender or cause to be tendered to Transporter such estimated daily quantities at flow rates as close as possible to uniform hourly rates. Departures by Shipper from the daily quantities that it has notified Transporter it intends to tender to Transporter under a Rate Schedule shall be kept to a minimum and in no event shall exceed the amount permitted by operating conditions.
- 6.5 Scheduling Under Individual Rate Schedules. To the extent that individual Rate Schedules set forth nomination scheduling requirements inconsistent with the requirements set forth in this Section, the applicable Rate Schedules are controlling and Shipper shall satisfy the requirements set forth in those Rate Schedules. To the extent that applicable Rate Schedules set forth scheduling requirements in addition to, but not inconsistent with, the provisions of this Section, Shipper shall satisfy the requirements of both the individual Rate Schedules and this Section.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-342-000

Second Revised Sheet No. 157 second Revised Sheet No. 157 : Effective

Superseding: First Revised Sheet No. 157

GENERAL TERMS AND CONDITIONS (Continued)

### 6.6 Monitoring.

- (a) Transporter may monitor: (i) the daily production by or on behalf of any Shipper; the daily tenders of gas by or on behalf of any Shipper; (ii) the quantities delivered by an Intermediate Transporter (such as a local distribution company or other entity that receives Shipper's gas from transporter) to Shipper or Shipper's end-user(s); and (iii) the daily usage of gas by any Shipper or Shipper's end-user(s). Transporter may do so for the purpose of monitoring on an hourly, daily, weekly, or monthly basis the quantities being tendered to and delivered by Transporter and thereby to maintain, as nearly as possible, a concurrent balance between receipts and deliveries of gas. The approximate quantities determined by Transporter in that monitoring process shall be referred to herein as Monitored Quantities.
- (b) Monitoring may be performed by Transporter using either the estimates or actual data received by Transporter pursuant to this Section or actual meter readings by Transporter. Transporter may make reasonable prospective adjustments to Shipper's Scheduled Daily Delivery Quantity and Scheduled Daily Receipt Quantity based upon either the Monitored Quantities or the actual data received by Transporter pursuant to the provisions of this Section. Any such adjustments by Transporter shall not result in Shipper's incurrence of any penalty if Transporter, in making such adjustment, relied upon inaccurate estimates, inaccurate meter readings, or inaccurate data received by Transporter pursuant to this Section. Transporter may make such adjustments upon Electronic Notice Delivery or telephonic notice to Shipper 24 hours in advance of the effective time of the adjustment (or, in the case of intra-day changes in nominations, upon reasonable notice to the Shipper being bumped); provided, however, that Transporter need not provide any advance notice in the event of adjustments resulting from: (i) interruptions of Shipper's service pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions; (ii) operational flow orders issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions; or (iii) the cessation of deliveries pursuant to Section 6.3(e). Transporter need not provide any advance notice of interruptions or OFO's except as provided for in Sections 16 and 17, respectively. Transporter also shall have the right to notify any entity described at paragraphs (c) and (d) of this Section of the revised Scheduled Daily Receipt Quantities it will accept on behalf of Shipper.
- (c) Transporter shall have the right to contact and obtain actual or estimated data regarding production or tenders to Transporter on behalf of Shipper from any entity (i) from whom Shipper is purchasing gas for tender to Transporter, or any other brokers or resellers of such gas; (ii) that is delivering or causing the tender of gas to Transporter for Shipper's account; or (iii) that is producing gas ultimately purchased by Shipper for tendering to Transporter. Shipper shall cause each such entity to provide such actual or estimated data to Transporter upon request in the normal course of business as soon as such data is available.
- (d) Shipper shall furnish to Transporter with its nominations a list, by receipt points, showing the names and addresses of each entity identified in paragraph (c) above and the name and telephone number of the contact person who will provide the data required to be furnished pursuant to paragraph (c) above. Shipper's nominations shall also include (i) the identity of the shipper on any upstream or downstream pipeline that will be tendering the gas directly to Transporter or taking gas from Transporter and the shipper's contract number on such upstream pipeline, and (ii) the identity and gas sales contract number of any producer that will be tendering the gas directly to Transporter. Such data shall be

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Original Sheet No. 158 Original Sheet No. 158: Effective

GENERAL TERMS AND CONDITIONS (Continued)

furnished regardless of the entity from whom Shipper is purchasing the gas. A marketer, broker or

other similar entity selling gas or arranging the sale of gas to more than one Shipper may

furnish

such data to Transporter on behalf of all such Shippers, segregated to each Shipper.

Transporter

reserves the right, in appropriate circumstances, on a nondiscriminatory basis, to waive the information requirements set forth in this paragraph.

(e) At times established by Transporter, each Shipper shall provide to Transporter any

data requested by Transporter concerning gas used by Shipper or delivered to or for Shipper.

The Shipper shall furnish such data either on an actual basis or on an estimated basis sufficient to

allow Transporter accurately to monitor tenders and deliveries and adjust Shipper's Scheduled Daily

Delivery Quantity or Scheduled Daily Receipt Quantity.

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

SHEET NOS. 159 AND 160 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/01/2003 Status: Effective

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Third Revised Sheet No. 161 : Effective

Superseding: Second Revised Sheet No. 161
GENERAL TERMS AND CONDITIONS (Continued)

# 7. CAPACITY ALLOCATION

This Section sets forth the manner in which Transporter shall allocate capacity among its Rate Schedules when it has received nominations from Shippers that exceed available capacity.

- 7.1 General Priority. Transporter shall allocate capacity on its system in the following order commencing with the highest priority:
  - (a) capacity at delivery points;
- (b) capacity at any point between the receipt points and delivery points ("internal point") that is restricted, beginning with the point closest to the delivery point if capacity at more than one internal point is restricted; and
  - (c) capacity at receipt points.
- 7.2 Transportation Delivery Points. For transportation capacity at delivery points under Rate Schedules FTS-1, FTS-2, ITS-1, ITS-2, PAL, and X-Rate Schedules, Transporter shall (i) allocate capacity sequentially among the Rate Schedule priority groupings set forth below and (ii) allocate among customers paying the same rate within those Rate Schedule priority groupings, in the order and manner set forth below:
- (a) Rate Schedules FTS-1, FTS-2 and Firm X-Rate Schedules. For deliveries to primary delivery points under the FTS-1, FTS-2 Rate Schedules, and under firm X-Rate Schedules set forth in Volume No. 2 of this
  Tariff, upon the occurrence of a force majeure event or the existence of a condition identified on Section 16
  (Interruptions of Service) of the General Terms and Conditions, Transporter shall allocate capacity among those
  Shippers on a pro rata basis, based upon those Shippers' respective levels of Transportation Demand.
- (b) Secondary Delivery Points Under Rate Schedules FTS-1 and FTS-2. For deliveries to secondary delivery points under the FTS-1 and FTS-2 Rate Schedules, Transporter shall allocate capacity first to Shippers with secondary delivery points within the Primary Path of such Shippers. Transporter shall award capacity to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested deliveries at the highest rate exceed Transporter's capacity at secondary delivery points, Transporter shall allocate such capacity first to those Shippers flowing gas on a pro rata basis, upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day). Any remaining capacity shall then be to Shippers with secondary delivery points outside the Primary Path of such Shippers. Transporter shall award capacity to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested deliveries exceed Transporter's capacity at secondary delivery points. Transporter shall allocate such capacity first to those Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day). These priorities shall apply where Shipper's

aggregate deliveries at primary and secondary delivery points do not exceed Shipper's Transportation Demand.

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Fourth Revised Sheet No. 161 : Suspended

Superseding: Third Revised Sheet No. 161
GENERAL TERMS AND CONDITIONS (Continued)

# 7. CAPACITY ALLOCATION

nominations

This Section sets forth the manner in which Transporter shall allocate capacity among its Rate Schedules when it has received nominations from Shippers that exceed available capacity.

- 7.1 General Priority. Transporter shall allocate capacity on its system in the following order commencing with the highest priority:
  - (a) capacity at delivery points;
- (b) capacity at any point between the receipt points and delivery points ("internal point") that is restricted, beginning with the point closest to the delivery point if capacity at more than one internal point is restricted; and
  - (c) capacity at receipt points.
- 7.2 Transportation Delivery Points. For transportation capacity at delivery points under Rate Schedules FTS-1, FTS-2, ITS-1, ITS-2, PAL, IMS, and X-Rate Schedules, Transporter shall (i) allocate capacity sequentially among the Rate Schedule priority groupings set forth below and (ii) allocate among customers paying the same rate within those Rate Schedule priority groupings, in the order and manner set forth below:
- (a) Rate Schedules FTS-1, FTS-2 and Firm X-Rate Schedules. For deliveries to primary delivery points under the FTS-1, FTS-2 Rate Schedules, and under firm X-Rate Schedules set forth in Volume No. 2 of this
  Tariff, upon the occurrence of a force majeure event or the existence of a condition identified on Section 16
  (Interruptions of Service) of the General Terms and Conditions, Transporter shall allocate capacity among those
  Shippers on a pro rata basis, based upon those Shippers' respective levels of Transportation Demand.
- (b) Secondary Delivery Points Under Rate Schedules FTS-1 and FTS-2. For deliveries to secondary delivery points under the FTS-1 and FTS-2 Rate Schedules, Transporter shall allocate capacity first to Shippers with secondary delivery points within the Primary Path of such Shippers. Transporter shall award capacity to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested deliveries at the highest rate exceed Transporter's capacity at secondary delivery points, Transporter shall allocate such capacity first to those Shippers flowing gas on a pro rata basis, upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day). Any remaining capacity shall then be to Shippers with secondary delivery points outside the Primary Path of such Shippers. Transporter shall award capacity to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested deliveries exceed Transporter's capacity at secondary delivery points. Transporter shall allocate such capacity first to those Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting

within the same Nomination Cycle on the same day). These priorities shall apply where Shipper's

aggregate deliveries at primary and secondary delivery points do not exceed Shipper's Transportation Demand.

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Sixth Revised Sheet No. 162 Sixth Revised Sheet No. 162: Effective

Superseding: Fifth Revised Sheet No. 162
GENERAL TERMS AND CONDITIONS (Continued)

- (c) Rate Schedules ITS-1, ITS-2, Overrun Quantities Under Rate Schedules FTS-1, FTS-2 and X-Rate Schedules and Rate Schedule PAL.
- (1) Where Shippers have nominated deliveries to commence on the first Day of the Month for (i) quantities under the ITS-1 and ITS-2 Rate Schedules, (ii) overrun quantities under the FTS-1 and FTS-2 Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter shall award capacity to those Shippers offering to pay the highest rate for service during that Month. Transporter shall allocate capacity among Shippers offering to pay the same rate first to those Shippers flowing gas during the previous Month pro rata based upon the quantities flowing on the nomination deadline day, up to but not exceeding such flowing quantities. Transporter then shall allocate any remaining capacity equally among the remaining Shippers offering to pay the same rate for service during that Month, up to but not exceeding nominated quantities.
- (2) Where Shippers have requested deliveries in excess of capacity to commence on any day other than the first Day of the Month of (i) quantities under the ITS-1 and ITS-2 Rate Schedules, or (ii) overrun quantities under the FTS-1 and FTS-2 Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter shall allocate any capacity on the basis of the highest rate being offered for such capacity. Where requested deliveries at the highest offered rate exceed Transporter's capacity, Transporter shall allocate capacity first to those Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day). Any Shipper which is flowing gas and which would have their flowing quantities reduced because a Shipper is willing to pay a higher rate may retain its capacity by immediately agreeing to match the higher rate which is being offered to Transporter.
- (3) Any Shipper which is flowing gas may have their quantities reduced effective at the beginning of each gas day by another party willing to pay a higher rate subject to conditions set forth below:
- (a) Except when bumped by higher priority services, flowing interruptible quantities may not be bumped on an intra-day basis.
- (b) Shippers flowing interruptible quantities in danger of being bumped by another party nominating interruptible quantities at a higher rate shall receive written notice via Electronic Notice Delivery and shall have one hour to match the higher bid to retain the capacity. Such Shippers shall only have to match the higher rate up to the quantities and duration nominated by the higher bidding party to retain the capacity.

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Seventh Revised Sheet No. 162 Seventh Revised Sheet No. 162: Suspended

Superseding: Sixth Revised Sheet No. 162
GENERAL TERMS AND CONDITIONS (Continued)

- (c) Rate Schedules ITS-1, ITS-2, Overrun Quantities Under Rate Schedules FTS-1, FTS-2 and X-Rate Schedules and Rate Schedules PAL and IMS.
- (1) Where Shippers have nominated deliveries to commence on the first Day of the Month for (i) quantities under the ITS-1 and ITS-2 Rate Schedules, (ii) overrun quantities under the Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in FTS-1 and FTS-2 Volume No. 2 of this Tariff, Transporter shall award capacity to those Shippers highest rate for service during that Month. Transporter shall allocate capacity among Shippers offering to pay the same rate first to those Shippers flowing gas during the previous Month pro rata based upon the quantities flowing on the nomination deadline day, up to but not exceeding such flowing quantities. Transporter then shall allocate any remaining capacity equally among the remaining Shippers offering to pay the same rate for service during that Month, up to but not exceeding nominated quantities.
- (2) Where Shippers have requested deliveries in excess of capacity to commence on any day other than the first Day of the Month of (i) quantities under the ITS-1 and ITS-2 Rate Schedules, or (ii) overrun quantities under the FTS-1 and FTS-2 Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter shall allocate any capacity on the basis of the highest rate being offered for such capacity. Where requested deliveries at the highest offered rate exceed Transporter's capacity, Transporter shall allocate capacity first to those Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nomination from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day). Any Shipper which is flowing gas and which would have their flowing quantities reduced because a Shipper is willing to pay a higher rate may retain its capacity by immediately agreeing to match the higher rate which is being offered to Transporter.
- (3) Any Shipper which is flowing gas may have their quantities reduced effective at the beginning of each gas day by another party willing to pay a higher rate subject to conditions set forth below:
- (a) Except when bumped by higher priority services, flowing interruptible quantities may not be bumped on an intra-day basis.
- (b) Shippers flowing interruptible quantities in danger of being bumped by another party nominating interruptible quantities at a higher rate shall receive written notice via Electronic Notice Delivery and shall have one hour to match the higher bid to retain the capacity. Such Shippers shall only have to match the higher rate up to the quantities and duration nominated by the higher bidding party to retain the capacity.

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Fifth Revised Sheet No. 162A Fifth Revised Sheet No. 162A: Effective

Superseding: Fourth Revised Sheet No. 162A

GENERAL TERMS AND CONDITIONS (Continued)

- (c) Shippers choosing not to match the higher rate only have to renominate once the capacity again becomes available to resume flowing to the discounted rate.
- (d) In cases where there are multiple Shippers flowing interruptible quantities at the same discounted rate, Transporter shall reduce quantities pro rata based on their scheduled quantities at the nomination deadline.
- (e) Shipper bumped under these provisions will not be subject to penalties unless they fail to conform their physical flow to the newly scheduled quantities.
- (f) If intraday nominations require an allocation of the pipeline system, the following will describe the circumstances that allow a higher priority service to bump a lower priority service.
- (1) Evening Nomination Cycle: For nominations received by 6:00 p.m. (C.T.) and to be effective at the start of the upcoming gas day, nomination increases at a primary point under Rate Schedules FTS-1 and FTS-2 will not bump nominations at a secondary point under Rate Schedules FTS-1 and FTS-2 that are submitted and scheduled within the Timely Nomination Cycle. Nomination increases submitted under Rate Schedules FTS-1 and FTS-2 whether at primary or secondary points will have priority over nominated and scheduled quantities under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns and may bump such quantities effective at 9:00 a.m. (C.T.) the next day. Nomination increases submitted under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns shall be subject to available unscheduled capacity and will not bump scheduled quantities. Transporter shall notify Shippers being bumped as a result of intraday nominations by 10:00 p.m. (C.T.).
- (2) Intraday 1 Nomination Cycle: For nominations received by 10:00 a.m. (C.T.) and to be effective at 5:00 p.m. (C.T.) on the current gas day, nomination increases at a primary point under Rate Schedules FTS-1 and FTS-2 will not bump nominations at a secondary point under Rate Schedules FTS-1 and FTS-2 that are submitted and scheduled within the Timely Nomination Cycle or Evening Nomination Cycle. Nomination increases submitted under Rate Schedules FTS-1 and FTS-2 whether at primary or secondary points will have priority over nominated and scheduled quantities under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns and may bump such quantities effective at 5:00 p.m. (C.T.) on the current gas day. Nomination increases submitted under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns shall be subject to available unscheduled capacity and will not bump scheduled quantities. Transporter shall notify Shippers being bumped as a result of intraday nominations by 2:00 p.m. (C.T.).
- (3) Intraday 2 Nomination Cycle: For nominations received by 5:00 p.m. (C.T.) and to be effective at 9:00 p.m. (C.T.) on the current gas day, nomination increases regardless of Rate Schedule shall be subject to available unscheduled capacity and shall not bump scheduled quantities under any Rate Schedule.
- (g) Transporter shall notify parties that are bumped during the Evening and Intraday 1 Nomination Cycles by providing the scheduled quantities information and Transporter should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through Shipper's choice of Electronic Notice Delivery mechanism(s). Unless Shipper and Transporter have agreed to exclusive

notification via EDI/EDM, Shipper should provide Transporter with at least one Internet E-mail address to be

used for Electronic Notice Delivery of intraday bump, operational flow orders and other critical notices. The obligation of Transporter to provide notification is waived until the above requirement has been met. Transporter should support the concurrent sending of electronic notification of intraday bump, operational

flow orders and other critical notices to two Internet E-mail addresses for each Shipper. Intraday bump notices should indicate whether daily penalties will apply for the gas day for which quantities are reduced.

(h) Rate Schedule PAL. To the extent capacity is available for parking or lending at delivery points under Rate Schedule PAL after Transporter has satisfied all nominations under Rate Schedules FT-1,

FT2, ITS-1, ITS-2, AS-Gulf, and IPP-Gulf, Transporter shall allocate capacity among those Shippers, on a pro
rata basis, based upon those Shippers' respective nominated quantities.

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Sixth Revised Sheet No. 162A Sixth Revised Sheet No. 162A: Suspended

Superseding: Fifth Revised Sheet No. 162A

GENERAL TERMS AND CONDITIONS (Continued)

(c) Shippers choosing not to match the higher rate only have to renominate once the capacity again becomes available to resume flowing to the discounted rate.

- (d) In cases where there are multiple Shippers flowing interruptible quantities at the same discounted rate, Transporter shall reduce quantities pro rata based on their scheduled quantities at the nomination deadline.
- (e) Shipper bumped under these provisions will not be subject to penalties unless they fail to conform their physical flow to the newly scheduled quantities.
- (f) If intraday nominations require an allocation of the pipeline system, the following will describe the circumstances that allow a higher priority service to bump a lower priority service.
- (1) Evening Nomination Cycle: For nominations received by 6:00 p.m. (C.T.) and to be effective at the start of the upcoming gas day, nomination increases at a primary point under Rate Schedules FTS-1 and FTS-2 will not bump nominations at a secondary point under Rate Schedules FTS-1 and FTS-2 that are submitted and scheduled within the Timely Nomination Cycle. Nomination increases submitted under Rate Schedules FTS-1 and FTS-2 whether at primary or secondary points will have priority over nominated and scheduled quantities under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns and may bump such quantities effective at 9:00 a.m. (C.T.) the next day. Nomination increases submitted under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns shall be subject to available unscheduled capacity and will not bump scheduled quantities. Transporter shall notify Shippers being bumped as a result of intraday nominations by 10:00 p.m. (C.T.).
- (2) Intraday 1 Nomination Cycle: For nominations received by 10:00 a.m. (C.T.) and to be effective at 5:00 p.m. (C.T.) on the current gas day, nomination increases at a primary point under Rate Schedules FTS-1 and FTS-2 will not bump nominations at a secondary point under Rate Schedules FTS-1 and FTS-2 that are submitted and scheduled within the Timely Nomination Cycle or Evening Nomination Cycle. Nomination increases submitted under Rate Schedules FTS-1 and FTS-2 whether at primary or secondary points will have priority over nominated and scheduled quantities under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns and may bump such quantities effective at 5:00 p.m. (C.T.) on the current gas day. Nomination increases submitted under Rate Schedules ITS-1, ITS-2, IPP-Gulf, AS-Gulf and FTS-1 and FTS-2 overruns shall be subject to available unscheduled capacity and will not bump scheduled quantities. Transporter shall notify Shippers being bumped as a result of intraday nominations by 2:00 p.m. (C.T.).
- (3) Intraday 2 Nomination Cycle: For nominations received by 5:00 p.m. (C.T.) and to be effective at 9:00 p.m. (C.T.) on the current gas day, nomination increases regardless of Rate Schedule shall be subject to available unscheduled capacity and shall not bump scheduled quantities under any Rate Schedule.
- (g) Transporter shall notify parties that are bumped during the Evening and Intraday 1 Nomination Cycles by providing the scheduled quantities information and Transporter should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through Shipper's choice of Electronic Notice Delivery mechanism(s). Unless Shipper and Transporter have agreed to exclusive

 $\hbox{notification via EDI/EDM, Shipper should provide Transporter with at least one Internet E-mail address to be \\$ 

used for Electronic Notice Delivery of intraday bump, operational flow orders and other critical notices. The obligation of Transporter to provide notification is waived until the above requirement has been met. Transporter should support the concurrent sending of electronic notification of intraday bump, operational

flow orders and other critical notices to two Internet E-mail addresses for each Shipper. Intraday bump notices should indicate whether daily penalties will apply for the gas day for which quantities are reduced.

- (h) Rate Schedule PAL. To the extent capacity is available for parking or lending at delivery points under Rate Schedule PAL after Transporter has satisfied all nominations under Rate Schedules FT-1,
- 2, ITS-1, ITS-2, AS-Gulf, and IPP-Gulf, Transporter shall allocate capacity among those Shippers, on a pro

rata basis, based upon those Shippers' respective nominated quantities.

(i) Rate Schedule IMS. To the extent capacity is available for parking or lending at delivery points under Rate Schedule IMS after Transporter has satisfied all nominations under Rate Schedules FTS-1,

FTS-2, ITS-1, ITS-2, AS-Gulf, and IPP-Gulf, Transporter shall allocate capacity among those Shippers, on a pro

rata basis, based upon those Shippers' respective nominated quantities.

FERC Docket: RP00-326-004

forth below:

day).

Eighth Revised Sheet No. 163 Eighth Revised Sheet No. 163: Effective

Superseding: Seventh Revised Sheet No. 163
GENERAL TERMS AND CONDITIONS (Continued)

7.3 Internal Points. For transportation capacity at internal points under Rate Schedules FTS-1, FTS-2,

ITS-1, ITS-2, PAL, and X-Rate Schedules, Transporter shall (i) allocate capacity sequentially among Rate Schedule priority groupings set forth below, and (ii) allocate among Shippers offering the same rate within

those Rate Schedule priority groupings in the order and manner set forth below:

- (a) Rate Schedules FTS-1 and FTS-2 and Firm X-Rate Schedules.
  - (i) Primary Path nominations.
  - (ii) Secondary Path nominations.
- (b) Rate Schedules ITS-1 and ITS-2, Overrun Quantities Under Rate Schedules FTS-1 and FTS-2, X-Rate Schedules, and Rate Schedule PAL. Transporter shall allocate capacity in the order and manner set forth in Section 7.2(c) above.
- 7.4 Transportation Receipt Points. Transporter shall allocate capacity at all receipt points under its
  Rate Schedules (i) sequentially among the Rate Schedule priority groupings set forth below, and (ii) among
  Shippers offering the same rate within those Rate Schedule priority groupings, in the order and manner set.
- (a) Rate Schedules FTS-1 and FTS-2 and Firm X-Rate Schedules. For capacity at primary receipt points under the FTS-1 and FTS-2 and firm X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter, upon the occurrence of a force majeure event or the existence of a condition identified in Section 16 (Interruptions of Service) of the General Terms and Conditions, shall allocate such capacity to Shippers under the FTS-1 and FTS-2 and firm X-Rate Schedules set forth in Volume No. 2 of this Tariff on a pro rata basis, based upon each such Shipper's respective Transportation Demand.
- (b) Secondary Receipt Points Under Rate Schedules FTS-1 and FTS-2. Transporter shall allocate capacity among Shippers requesting capacity at secondary receipt points under the FTS-1 and FTS-2 Rate Schedules to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested receipt point capacity at the highest rate exceeds Transporter's capacity at secondary receipt points, Transporter shall allocate such capacity first to those Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations, and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same
- (c) Rate Schedules ITS-1 and ITS-2, Overrun Quantities Under Rate Schedules FTS-1 and FTS-2 and Interruptible X-Rate Schedules. Where Shippers have requested receipt point capacity commencing on the first Day of the Month for (i) quantities under the ITS-1 or ITS-2 Rate Schedules (ii) overrun quantities under the FTS-1 or FTS-2 Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter shall award capacity to the Shippers paying the highest rate. Among Shippers of this class paying the same rate, Transporter shall allocate capacity in the manner described at Section 7.2(c) above.

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Ninth Revised Sheet No. 163 Ninth Revised Sheet No. 163: Suspended

Superseding: Eighth Revised Sheet No. 163
GENERAL TERMS AND CONDITIONS (Continued)

7.3 Internal Points. For transportation capacity at internal points under Rate Schedules FTS-1, FTS-2,

ITS-1, ITS-2, PAL, IMS, and X-Rate Schedules, Transporter shall (i) allocate capacity sequentially among Rate

Schedule priority groupings set forth below, and (ii) allocate among Shippers offering the same rate within

those Rate Schedule priority groupings in the order and manner set forth below:

- (a) Rate Schedules FTS-1 and FTS-2 and Firm X-Rate Schedules.
- (i) Primary Path nominations.
- (ii) Secondary Path nominations.
- (b) Rate Schedules ITS-1 and ITS-2, Overrun Quantities Under Rate Schedules FTS-1 and FTS-2, X-Rate Schedules, and Rate Schedules PAL and IMS. Transporter shall allocate capacity in the order and manner set

forth in Section 7.2(c) above.

- 7.4 Transportation Receipt Points. Transporter shall allocate capacity at all receipt points under its
- Rate Schedules (i) sequentially among the Rate Schedule priority groupings set forth below, and (ii)
- Shippers offering the same rate within those Rate Schedule priority groupings, in the order and manner set

forth below:

(a) Rate Schedules FTS-1 and FTS-2 and Firm X-Rate Schedules. For capacity at primary receipt points under the FTS-1 and FTS-2 and firm X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter, upon the occurrence of a force majeure event or the existence of a condition identified in Section 16 (Interruptions of Service) of the General Terms and Conditions, shall allocate such capacity to Shippers under the FTS-1 and FTS-2 and firm X-Rate Schedules set forth in Volume No. 2 of this Tariff on

pro rata basis, based upon each such Shipper's respective Transportation Demand.

(b) Secondary Receipt Points Under Rate Schedules FTS-1 and FTS-2. Transporter shall allocate capacity among Shippers requesting capacity at secondary receipt points under the FTS-1 and FTS-2 Rate Schedules to those Shippers sequentially beginning with the highest rate, based upon those Shippers' respective nominated quantities. Where requested receipt point capacity at the highest rate exceeds Transporter's capacity at secondary receipt points, Transporter shall allocate such capacity first to those

Shippers flowing gas on a pro rata basis, based upon each such Shipper's respective confirmed nominations,

and second to all remaining Shippers based upon the order in which Transporter received nominations from those Shippers (equally to any Shippers submitting nominations within the same Nomination Cycle on the same day).

- (c) Rate Schedules ITS-1 and ITS-2, Overrun Quantities Under Rate Schedules FTS-1 and FTS-2 and Interruptible X-Rate Schedules. Where Shippers have requested receipt point capacity commencing on the first
- Day of the Month for (i) quantities under the ITS-1 or ITS-2 Rate Schedules (ii) overrun quantities under the
- FTS-1 or FTS-2 Rate Schedules, or (iii) interruptible quantities under interruptible X-Rate Schedules set forth in Volume No. 2 of this Tariff, Transporter shall award capacity to the Shippers paying the highest rate. Among Shippers of this class paying the same rate, Transporter shall allocate capacity in the manner

described at Section 7.2(c) above.

FERC Docket: RP00-326-004

Third Revised Sheet No. 164 : Effective

Superseding: Second Revised Sheet No. 164 GENERAL TERMS AND CONDITIONS (Continued)

- In regard to intraday nominations, Transporter shall allocate capacity in the manner described
- in Section 7.2(f) above.
- 7.5 Aggregation Points. Where aggregation points are the points of delivery under Shipper's Service Agreements, Transporter shall allocate capacity among such Shippers in accordance with the corresponding priority held by the downstream shippers at the respective aggregation points.
- Receipt Points Under the AS-Gulf, IPP-Gulf, and PAL Rate Schedules. If there is insufficient capacity to satisfy all nominations at a receipt point, including nominations under AS-Gulf, IPP-Gulf, and
- PAL, Transporter shall allocate capacity first to nominations under Rate Schedules AS-Gulf and IPP-Gulf, then, if capacity is still available, to nominations under Rate Schedule PAL. If there is insufficient capacity to satisfy all AS-Gulf, IPP-Gulf, and PAL nominations, such nominations shall be rejected and holders of rejected nominations for AS-Gulf, IPP-Gulf, and PAL service will be notified so that they can (i) arrange for or implement a transfer between pools pursuant to the AS-Gulf or IPP-Gulf Rate Schedules; (ii) arrange for an imbalance transfer pursuant to Section 18 (Imbalance Transfers) of the General Terms and Conditions; (iii) arrange for a Predetermined Allocation Method (PAM) pursuant to Section 8.2 (Receipt
- Point Allocation) of the General Terms and Conditions; (iv) renominate directly from such receipt point (and not from the AS-Gulf or IPP-Gulf pool); or (v) make other arrangements agreed to by Transporter.
- Allocations Based on Price. For purposes of allocating capacity pursuant to Sections 7.2(c)(1) and (2), 7.3, and 7.4(c), Shippers paying more than the Recourse Rate will be considered to be paying the Recourse Rate.
- 7.8 Primary Path and Secondary Path. For purposes of this Section 7 of the General Terms and Conditions, "Primary Path" shall mean the portion of capacity physically located between the designated primary receipt point and primary delivery points of Shippers and takes into account the direction of flow
- from the primary receipt point to the primary delivery point. If a point of constraint is within the Primary Path, and the nominated path is in the same flow direction as the Primary Path, and the nominated path overlaps the Primary Path at the point of constraint, then the nomination shall be considered as primary for capacity allocation purposes. For purposes of this Section 7, "Secondary Path" shall mean

nominated path other than a Primary Path.

Effective Date: 04/01/2004 Status: Suspended

FERC Docket: RP00-326-004

Fourth Revised Sheet No. 164 Fourth Revised Sheet No. 164: Suspended

Superseding: Third Revised Sheet No. 164 GENERAL TERMS AND CONDITIONS (Continued)

- In regard to intraday nominations, Transporter shall allocate capacity in the manner described
- in Section 7.2(f) above.
- 7.5 Aggregation Points. Where aggregation points are the points of delivery under Shipper's Service Agreements, Transporter shall allocate capacity among such Shippers in accordance with the corresponding priority held by the downstream shippers at the respective aggregation points.
- Receipt Points Under the AS-Gulf, IPP-Gulf, and PAL Rate Schedules. If there is insufficient capacity to satisfy all nominations at a receipt point, including nominations under AS-Gulf, IPP-Gulf, PAT.
- and IMS, Transporter shall allocate capacity first to nominations under Rate Schedules AS-Gulf and IPP-Gulf, then, if capacity is still available, first to nominations under Rate Schedule PAL, and then to nominations under Rate Schedule IMS. If there is insufficient capacity to satisfy all AS-Gulf, IPP-Gulf, PAL, and IMS nominations, such nominations shall be rejected and holders of rejected nominations for AS-Gulf, IPP-Gulf, PAL, and IMS service will be notified so that they can (i) arrange for or implement a transfer between pools pursuant to the AS-Gulf or IPP-Gulf Rate Schedules; (ii) arrange for an imbalance transfer pursuant to Section 18 (Imbalance Transfers) of the General Terms and Conditions; (iii) arrange for a Predetermined Allocation Method (PAM) pursuant to Section 8.2 (Receipt Point Allocation) of the General Terms and Conditions; (iv) renominate directly from such receipt point (and not from the AS-Gulf or IPP-Gulf pool); or (v) make other arrangements agreed to by Transporter.
- Allocations Based on Price. For purposes of allocating capacity pursuant to Sections 7.2(c)(1) and (2), 7.3, and 7.4(c), Shippers paying more than the Recourse Rate will be considered to be paying the Recourse Rate.
- 7.8 Primary Path and Secondary Path. For purposes of this Section 7 of the General Terms and Conditions, "Primary Path" shall mean the portion of capacity physically located between the designated primary receipt point and primary delivery points of Shippers and takes into account the direction of flow

from the primary receipt point to the primary delivery point. If a point of constraint is within the Primary Path, and the nominated path is in the same flow direction as the Primary Path, and the nominated path overlaps the Primary Path at the point of constraint, then the nomination shall be considered as primary for capacity allocation purposes. For purposes of this Section 7, "Secondary Path" shall mean

nominated path other than a Primary Path.

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

SHEET NO. 165 IS BEING RESERVED FOR FUTURE USE

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-166-004

First Revised Sheet No. 166 First Revised Sheet No. 166: Effective

Superseding: Original Sheet No. 166

GENERAL TERMS AND CONDITIONS (Continued)

# 8. METER ALLOCATIONS

This Section specifies the procedures for allocating any differences between (i) the aggregate of all Shippers' Confirmed Daily Delivery Quantities and actual deliveries, and (ii) the aggregate of all Shippers' Confirmed Daily Receipt Quantities and actual receipts (Difference(s)) at delivery points at which gas is being delivered to or for the account of Shippers or at receipt points from which gas is being received by Transporter for the account of multiple Shippers.

Unless

otherwise agreed to between Transporter and Confirming Party, actual allocations shall be based on daily flow and shall be made using dekatherm units.

8.1 Delivery Point Allocation. The difference shall be allocated pro rata among all the Shippers at that delivery point on the basis of those Shippers' Confirmed Daily Delivery Quantities, unless Transporter has a written Predetermined Allocation Method (PDA) with the interconnecting interstate

 $\hbox{pipeline or other entity at such delivery point specifying a different allocation methodology}\\ \hbox{prior}$ 

to gas flow commencing.

- 8.2 Receipt Point Allocation.
- (a) Differences at a receipt point shall be allocated pro rata among all Shippers at that receipt point on the basis of the Scheduled Daily Receipt quantities unless the owner or operator of such receipt point has provided to Transporter a written PDA specifying a different allocation methodology and such methodology is approved by Transporter prior to gas flow commencing.
- (b) A marketer, broker or other similar entity taking title to gas that is subsequently sold prior to physical movement (marketing chain) may provide a PDA specifying the method to distribute gas to its purchaser(s). The PDA methodology shall be provided to Transporter in writing

prior to the beginning of the Gas Day and subject to approval by Transporter, which approval shall not be unreasonably withheld. Differences related to a marketer's, broker's or other similar entity's gas at the receipt point shall be allocated pro rata unless a PDA is provided to and approved by Transporter, which approval shall not be unreasonably withheld.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-356-000

First Revised Sheet No. 166A First Revised Sheet No. 166A: Effective

Superseding: Substitute Original Sheet No. 166A GENERAL TERMS AND CONDITIONS (Continued)

# 8.3 Predetermined Allocation Method (PDA).

(a) As used in this Section 8, a PDA is an agreement by or among any point operators, prior to the beginning of the Gas Day, at a receipt or delivery point to allocate the difference between the scheduled daily quantity and the actual daily flow of gas in a mutually agreeable manner. Types of allocation methodologies is a list from which two parties may agree, and include, but are not limited to, Ranked, Pro Rata, Percentage, Swing and Operator Provided Value. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. PDA's shall be provided by the interconnecting operator, and for multi-tiered allocations, may be provided by the upstream title holders or shippers. Interconnecting operators at receipt locations shall provide a PDA to allocate to upstream title holders. Upstream title holders may provide a PDA to allocate to the province of their gas at a receipt location. Shippers may provide a PDA to allocate to their nominations at either receipt or delivery locations.

FERC Docket: RP10-592-000

Fifth Revised Sheet No. 167 Fifth Revised Sheet No. 167

Superseding: Fourth Revised Sheet No. 167

# GENERAL TERMS AND CONDITIONS (Continued)

(b) Transporter may enter into OBAs under which Differences are balanced between Transporter and another interstate pipeline or other entity. In such event, no Differences shall be allocated

to any Shipper at the receipt or delivery points covered by the OBA. If an interstate pipeline or other entity

charges Transporter for differences in the OBA, however characterized, Transporter shall charge such interstate

pipeline or other entity an equivalent or offsetting charge. If Transporter is unable to charge or collect such

equivalent and offsetting charges for such difference, Transporter, on an as billed basis, shall allocate and

bill such charges to Shippers responsible for the imbalance at the point of interconnection at which the Difference giving rise to the charges occurred. Where an OBA exists between interconnecting parties, a PDA is

not necessary.

- (c) Changes to a PDA may be made prospectively during the Month. Only one PDA may be submitted per Allocation Period. Transporter may, in its reasonable discretion, make retroactive
- submitted per Allocation Period. Transporter may, in its reasonable discretion, make retroactive reallocations

of transactions to correct for errors. Otherwise, no retroactive reallocations of any transactions shall be

permitted without the approval of Transporter and the agreement of those Shippers with Service Agreements affected by such retroactive reallocations, provided that the agreement by such affected Shippers shall not be unreasonably withheld.

- (d) PDAs shall remain in effect until a replacement PDA is received; provided, however, PDA's shall be updated at the beginning of each month. A new allocation detail may be needed when a nomination changes.
- (e) If the PDA is provided using EDI, Transporter shall respond with an EDI PDA Quick
  Response confirmation indicating receipt of the PDA within 15 minutes and whether there are any errors associated with the PDA
- 8.4 (a) Prior Period Adjustments. Except for minor variations as agreed to by all affected Parties, prior period measurement adjustments will be taken back to the production month and reflected as such on invoices, imbalance statements and allocation statements. Missing or late measurement data shall be

estimated and actuals will be treated as a prior period adjustment, with the measuring party to provide the estimate.

Measurement corrections shall be processed within six (6) months of the end of the production month, with

three (3) month rebuttal period. This provision does not apply in cases of deliberate omission, or misrepresentation, or mutual mistake of fact. No Party's other statutory or contractual rights are diminished

by this provision.

- (b) Disputed Allocations. Disputed allocations shall be communicated to Transporter within six(6) months of the initial month-end allocation, with a three (3) month rebuttal period. This time limitation
- shall not apply in the case of deliberate omission or misrepresentation, or mutual mistake of fact. No Party's

other statutory or contractual rights are diminished by this provision.

8.5 For operational monitoring at electronically measured locations, allocated quantities shall be available one business day after the gas has flowed at the end of the Gas Day. The scheduled quantity shall be

made available at locations which are not measured electronically. Transporter shall provide allocation statements to the appropriate party for the meters it operates each month based on a measurement closing date of

the fifth business day after the business month. Where actual quantities are not available, quantities shall be estimated.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 168 Original Sheet No. 168: Effective

SHEET NOS. 168 AND 169 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP00-171-000

Fourth Revised Sheet No. 170 Fourth Revised Sheet No. 170: Effective

Superseding: Third Revised Sheet No. 170
GENERAL TERMS AND CONDITIONS (Continued)

# 9. OPERATING CONDITIONS

- 9.1 In General. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.
- 9.2 Uniform Rates and Quantities. Shipper shall: (i) tender gas or arrange to have gas tendered on its behalf in quantities that conform to its Scheduled Daily Receipt Quantity and that flow at

uniform hourly rates throughout the Day; and (ii) take gas or cause gas to be taken on its behalf in quantities that conform to its Scheduled Daily Delivery Quantity and that flow in accordance with Section 12

(Maximum Daily and Hourly Obligation at Both Delivery Points and Receipt Points) of the General Terms and Conditions, unless deviations from those receipt and delivery quantities are necessary for balancing purposes and are undertaken by Shipper at Transporter's request or following notice to, and approval by, Transporter in accordance with the applicable provisions of the General Terms and Conditions. If Shipper violates (i) the applicable flow requirements or (ii) the requirements set forth at Section 12, Transporter

may install or require the installation of a flow control device to insure compliance with such requirements.

- 9.3 Third Party Arrangements. Shipper shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the point(s) of receipt at which Shipper tenders gas
- to Transporter for transportation, and (ii) at or downstream of points of delivery at which Transporter delivers gas for the account of Shipper. Shipper shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Transporter transport the gas , and (ii) requiring such third parties to confirm all of Shipper's nominations with Transporter in a form and manner approved by Transporter. Such third-party arrangements shall be coordinated with Transporter.
- 9.4 Service Obligation. Transporter shall not be required to perform service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist or are not available including periods during which facilities are being maintained or repaired, in which case, interruptions of service shall be made consistent with Section 16 (Interruptions of Service) of the General

Terms and Conditions. Transporter shall not be required to construct facilities; provided, however, that shipper may request construction of facilities under the provisions of section 37 (Construction of Laterals)

of the General Terms and Conditions.

FERC Docket: RP06-596-000

Second Revised Sheet No. 171 Second Revised Sheet No. 171: Effective

Superseding: First Revised Sheet No. 171
GENERAL TERMS AND CONDITIONS (Continued)

- 9.5 Creditworthiness of Shipper.
- (a) Subject to the provisions of paragraphs (b) and (c) below, Transporter shall not be required to provide or to continue to provide service on behalf of any Shipper that (i) is or has become insolvent, (ii) has applied for bankruptcy under Chapter 11 of the Bankruptcy Code or is subject to similar

proceedings under State or Federal Law, or (iii) fails, in Transporter's reasonable judgment, to demonstrate

minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration

of available credit data concerning Shipper and Shipper's past payment history, financial statements, and credit reports.

- (b) Criteria for Creditworthiness Determination
- (1) Acceptance of a Shipper's request for service and the continuance of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.
- (2) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested Service Agreement.
  - (3) A Shipper will be deemed creditworthy if
- (i) its long-term unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa2 by Moody's Investor Service ("Moody's"); and
- (ii) Shipper's short-term and long-term outlook opinion is Stable or Positive from S&P or Moody's; and
- (iii) the net present value of the sum of reservation charge fees, utilization fees, and any other associated fees for the contract term is less than 3% of Shipper's tangible net worth.

As used herein, "tangible net worth" shall be the sum of the capital stock, paid-in capital in excess of par

or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan

costs or restructuring costs and other intangible assets. If Shipper is rated by multiple agencies, the lower rating applies. A Shipper that is not rated by S&P or Moody's may use its parent's rating if a guarantee

acceptable to Transporter is provided. If the Shipper has multiple Service Agreements with Transporter, then

the total of all those Service Agreements shall be considered in determining creditworthiness.

Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive that service on the basis that Shipper has outstanding payments due on

invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on those payments per the terms of the General Terms and Conditions; provided, however, this provision shall not affect.

amounts disputed by Shipper in good faith. This Section shall apply solely to the Shipper that is the contract holder.

- (4) If Shipper does not meet the criteria described above then, Shipper may have the Transporter evaluate its creditworthiness based upon the level of service requested. That credit appraisal shall be based upon Transporter's evaluation of the following information and credit criteria:
- (i) S&P and Moody's opinions, watch alerts, and rating actions will be considered in determining creditworthiness.
- (ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, and auditor's notes will be

analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability.

FERC Docket: RP07-348-000

Second Revised Sheet No. 171A Second Revised Sheet No. 171A: Effective

Superseding: First Revised Sheet No. 171A GENERAL TERMS AND CONDITIONS (Continued)

(iii) Results of bank and trade reference checks and credit reports must demonstrate

that a Shipper is paying its obligations in a timely manner.

- (iv) Shipper is not operating under any chapter of the Bankruptcy Code and is not subject to liquidation or debt reduction procedures under State Laws. Transporter will make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction.
- (v) Whether Shipper is subject to any lawsuits or judgments outstanding which would seriously reflect upon the Shipper's ability to remain solvent.
- (vi) Whether Shipper has any delinquent balances outstanding for services provided previously by Transporter and whether Shipper has paid its account balances according to the terms established in its Service Agreements and whether any deductions or payments were withheld for claims not authorized by the Service Agreements.
- (vii) Any other information obtained that is relevant to Shipper's current and future financial strength.
- (c) Transporter may require adequate assurance of payment for any service under this Tariff requested by an insolvent or uncreditworthy Shipper. Such a Shipper may receive or continue to receive service
- if it provides adequate assurance of payment for service. Adequate credit assurance will be calculated
- follows: (i) For firm FTS-1 or FTS-2 transportation service, the credit assurance elected must include an
- advance payment equal to the value of one (1) month of demand charges under Shipper's Service Agreement(s) with
- Transporter, to be provided within five (5) business days from the day Transporter notifies the Shipper that
- Shipper did not qualify for or has lost its creditworthiness status, and an additional full two (2) months of
- demand charges to be provided as collateral held for security within thirty (30) days from the day Transporter
- notified the Shipper that the Shipper has not qualified for or has lost its creditworthiness status; (ii) For
- all other services provided pursuant to the Tariff, the credit assurance elected must include an advance payment equal to the value of one (1) month of the highest usage under Shipper's Service Agreement(s) with
- Transporter, to be provided within five (5) business days from the day Transporter notifies the Shipper that
- Shipper did not qualify for or has lost its creditworthiness status, and an additional two (2) highest months
- of estimated usage during the term of the Service Agreement(s) to be provided as collateral held for security
- within  $\bar{t}$ hirty (30) days from the day Transporter notified the Shipper that the Shipper has not qualified for or
- has lost its creditworthiness status. For a new Shipper adequate credit assurance will be based on the three
- (3) highest months of estimated usage during the term of the Service Agreement and for an existing Shipper,
- adequate credit assurance will be based upon the highest three (3) months of activity for all of Shipper's

active service agreements during the previous twelve months.

Adequate assurance of payment may include:

- (1) a cash deposit with Transporter of collateral held for security, provided that such deposit may be applied by Transporter to satisfy a delinquent account;
- (2) an irrevocable letter of credit that is both from a creditworthy financial institution and in a form deemed acceptable in Transporter's sole and reasonable discretion;
  - (3) a guarantee that is both from a creditworthy entity and in a form deemed

acceptable in Transporter's sole and reasonable discretion; or

(4) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper.

Unless otherwise agreed, the credit assurance must at all times maintain a value specified above equal to the

highest estimated charges during the term of the Service Agreements. Any deposit held by Transporter pursuant

to Section 9.5 shall accrue simple interest at the Federal Funds Rate. Upon Shipper's request, Transporter

will remit the balance of the interest to Shipper within thirty days, provided, however, that Transporter shall

not be required to remit interest to Shipper more often than every thirty days.

FERC Docket: RP06-596-000

Original Sheet No. 171B Original Sheet No. 171B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

Transporter has the right to seek additional security to cover the value of any imbalance owed Transporter by a

non-creditworthy Shipper. The imbalances shall be valued at the "Spot Market Price" which shall be defined,

for each Dth on each applicable Day on which the gas is owed, as follows: (a) for the mainline system, the

"Columbia Gulf, Mainline" price index for Louisiana-Onshore South as published in Gas Daily's Daily Price Survey, or any successor publication; (b) for the onshore lateral system, the "Columbia Gulf, LA" price index

for Louisiana-Onshore South, as published in Gas Daily's Daily Price Survey, or any successor publication; and

(c) for the offshore lateral system, the "Columbia Gulf, LA" price index for Louisiana-Onshore South, as published in Gas Daily's Daily Price Survey, or any successor publication, less applicable transportation charges. Furthermore, Transporter has the right to seek security to cover the estimated value of a future

monthly imbalance for non-creditworthy Shippers as follows: For a non-creditworthy new Shipper, a security

amount equal to 10% of such Shipper's estimated monthly usage multiplied by the Estimated Imbalance Rate as

described below. For a non-creditworthy existing Shipper, a security amount equal to such Shipper's largest

monthly imbalance owed to Transporter over the most recent 12-month period multiplied by the Estimated Imbalance Rate. The term "Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the

available 12-month period as such prices close on the day the Estimated Imbalance Rate is determined.

(d) Notwithstanding the foregoing requirements, if Transporter constructs new facilities to accommodate a Shipper, Transporter may require credit assurance in an amount up to Shipper's proportionate

share of the cost of the new facilities. This credit assurance may be requested at any time before or after

the in-service date of the facilities, to the extent mutually agreed to as a condition of the construction. As

Transporter recovers the cost of these facilities through its rates, the credit assurance required will be

reduced accordingly. Specifically, any credit assurance provided by a Shipper related to new facilities shall

be returned to that Shipper in equal monthly amounts over the term of its Service Agreement for service related

to the new facilities or as otherwise mutually agreed by Transporter and Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction of and reimbursement for facilities.

If Shipper defaults and Transporter terminates service to Shipper, then Transporter shall draw upon and retain

such collateral as necessary to reimburse Transporter for the unamortized cost of the facilities constructed  ${}^{\circ}$ 

for Shipper. The capacity underlying any terminated Service Agreement shall be made available pursuant to

Section 4 of these General Terms and Conditions. Within 60 days of the capacity being made available, to the

extent such capacity has been awarded, the credit assurance retained by Transporter from the original Shipper

shall be reduced to an amount equal to the net present value of that portion of the future reservation charge

revenues of the original Shipper that would have been attributed to the cost of those facilities less the net

present value of that portion of the future reservation charge revenues of the newly awarded Shipper that may

be attributed to the cost of the facilities.

FERC Docket: RP06-596-000

Fourth Revised Sheet No. 172 Fourth Revised Sheet No. 172: Effective

Superseding: Third Revised Sheet No. 172
GENERAL TERMS AND CONDITIONS (Continued)

# 9.6 Loss of Creditworthiness

(a) Transporter may at any time re-evaluate the creditworthiness of Shipper and demand adequate  $\frac{1}{2}$ 

assurance of payment or additional adequate assurances of payment if Transporter determines that Shipper has

in any respect become uncreditworthy. Circumstances under which Transporter may re-evaluate Shipper's creditworthiness include, but are not limited to, a filing by Shipper for bankruptcy or a submission to bankruptcy or similar federal or state proceedings, an adverse change in Shipper's payment practices, a reorganization of Shipper's business structure, an assignment of Shipper's Service Agreements, or a request by

Shipper for increased service. If Transporter, following such a re-evaluation, makes an adverse preliminary

creditworthiness determination, and Shipper is current in its payments to Transporter and otherwise has a good

credit history with Transporter, Shipper will be given notice of such adverse determination and be allowed  $10\,$ 

days to submit data demonstrating its continued creditworthiness before Transporter will make a final determination of creditworthiness and, if adverse, demand adequate assurance of payment. Transporter may at

any time withdraw or revise its demand for adequate assurance of payment or extend its due date.

(b) If the Transporter requests additional information to be used for credit evaluation after the initiation of service, the Transporter, contemporaneous with the request, should provide its reason(s) for

requesting the additional information to the Shipper and designate to whom the response should be sent. The

Transporter and the Shipper may mutually agree to waive the requirements of this standard.

- (c) Upon receipt of either an initial or follow-up request from the Transporter for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) should acknowledge receipt of the Transporter's request. The Transporter and the Shipper may mutually agree to waive the requirements of this standard.
- (d) The Shipper's authorized representative(s) should respond to the Transporter's request for credit information, as allowed by the Transporter's tariff, on or before the due date specified in the request. The Shipper should provide all the credit information requested by the Transporter or provide the

reason(s) why any of the requested information was not provided.

- (e) Upon receipt from the Shipper of all credit information provided pursuant to the applicable NAESB WGQ standards, the Transporter should notify the Shipper's authorized representative(s) that it has received such information. The Transporter and the Shipper may mutually agree to waive the requirements of this standard.
- (f) The Shipper should designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to

the applicable NAESB WGQ standards and should provide to the 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 the parties. The obligation of the Transporter to provide creditworthiness notifications is waived until the above requirement has been met. The Shipper should manage

internal distribution of any creditworthiness notices that are received.

The Transporter should designate on its Internet website or in written notices to the Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness. The Shipper's obligation to provide confirmation of receipt is met

by sending such confirmation to such representatives, and the Transporter should manage internal distribution

of any such confirmations.

FERC Docket: RP06-596-001

First Revised Sheet No. 172A First Revised Sheet No. 172A: Effective

Superseding: Original Sheet No. 172A

Internet E-mail notification.

GENERAL TERMS AND CONDITIONS (Continued)

- (g) At any time after the Shipper is determined to be non-creditworthy by Transporter, the Shipper may initiate a creditworthiness re-evaluation by the Transporter. As part of the Shipper's re-evaluation request, the Shipper may either update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update may include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness.
- (h) After Transporter's receipt of a Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), 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 the Transporter's

decision, or an explanation supporting a future date by which a re-evaluation determination will be made.

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 Transporter's Tariff or if the parties mutually agree to some later date.

- (i) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, Shipper and Transporter may mutually agree to other forms of communication in lieu of
- (j) If a Shipper becomes insolvent or looses its creditworthiness status after service commences on Transporter's system, Transporter will notify Shipper via e-mail and facsimile stating that

Shipper has lost its creditworthiness status. If Shipper is a Replacement Shipper, simultaneous notice will

also be sent to the Releasing Shipper via e-mail and facsimile. Within ten (10) days of that notice, Transporter will provide the non-creditworthy Shipper a detailed written explanation of the reasons for the

loss of creditworthiness and provide a recourse for Shipper to challenge that determination.

- (k) Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under
- its Service Agreement and associated rate schedule. If the Shipper desires to continue service with Transporter, Transporter will require the Shipper to pay any outstanding balances due Transporter for services

rendered and provide adequate credit assurances in accordance with Section 9.5(c) above.

(1) If Shipper fails to provide the credit assurance within the specified time period, Transporter may
(i) immediately suspend service to Shipper, and/or (ii) terminate Shipper's Service Agreement upon at least thirty (30) days written notice to Shipper, Releasing Shipper, if any, and the Commission that it will terminate service to Shipper if Shipper fails to pay the outstanding balance and/or

provide the required credit assurance. Any termination shall be without waiver of any rights Transporter may

otherwise have under any and all Service Agreements with Shipper including, but not limited to, the right to

sue Shipper for unmitigated damages resulting from Shipper's breach of contract. If Transporter terminates

the service of a Replacement Shipper, Transporter shall provide simultaneous notice to the Replacement Shipper

and Releasing Shipper via e-mail and facsimile.

- 9.7 Requests for service which do not include all of the above-referenced information and the information required by Section 3 shall be deemed null and void.
- 9.8 If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any

other Service Agreement the Shipper has with Transporter; provided, however, this provision shall not affect

amounts disputed by Shipper in good faith. This Section 9.8 shall apply solely to the Shipper that is the

Service Agreement holder.

- 9.9 Transporter intends that section 9.5(b)(4)(iv) above shall be read in harmony, and not in conflict, with the Bankruptcy Code.
- If Transporter has terminated service to Shipper as a result of Shipper's loss of 9.10 creditworthiness

or default, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

FERC Docket: RP06-596-000

Second Revised Sheet No. 173 Second Revised Sheet No. 173 : Effective

Superseding: First Revised Sheet No. 173
GENERAL TERMS AND CONDITIONS (Continued)

9.11 General Limitation of Transporter's Obligation. Transporter shall not be required to perform or continue service on behalf of any Shipper that, within 10 days after receipt of notice from Transporter, fails to comply with any of the terms of the applicable Rate Schedule and Shipper's Service Agreement with Transporter; provided, however, that Shipper's failure to comply with the billing and payment

requirements of this Tariff shall be governed by the provisions of Section 10 (Billing and Payment) of

General Terms and Conditions. Other provisions of such Rate Schedule notwithstanding, Transporter shall have

the right to take unilateral action to protect the integrity of its system in the event Transporter, in its

reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations

will be caused by Shipper's failure to comply with any of the terms of the applicable Rate Schedule, the terms

of Shipper's Service Agreement with Transporter, or the General Terms and Conditions of this Tariff.

9.12 Balancing at Termination of Service Agreement. In the event that at the end of the term of the Transportation Service Agreement hereunder, receipts and deliveries, as the case may be, are not in balance, same shall be adjusted promptly so as to create a zero (0) balance.

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Original Sheet No. 174 Original Sheet No. 174 : Effective

SHEET NO. 174 IS BEING RESERVED FOR FUTURE USE

FERC Docket: RP06-596-000

Second Revised Sheet No. 175 Second Revised Sheet No. 175: Effective

Superseding: Substitute First Revised Sheet No. 175

GENERAL TERMS AND CONDITIONS (Continued)

# 10. BILLING AND PAYMENT

10.1 Transporter shall render or cause to be rendered to Shipper by the tenth (10th) day of each month following the date of the final monthly meter reading an imbalance statement, and an invoice (collectively "Billing Statements") setting forth the volume of gas and the Btu of the gas tendered at the

Point(s) of Receipt and Point(s) of Delivery during the preceding month, the net billing rate and the amount

due, together with information sufficient to explain and support any adjustments made by Transporter with respect to the quantity of gas delivered hereunder. Billing Statements shall be deemed to be rendered by Transporter when Transporter electronically posts the statements to Shipper on Transporter's EBB. If Transporter is unable to render Billing Statements through Transporter's EBB, the Billing Statements shall be

deemed to be rendered when Transporter deposits the Billing Statements with the U.S. Mail for first-class delivery, as evidenced by the postmark date, or Transporter deposits the Billing Statements with an overnight

courier service for delivery to Shipper. All Billing Statements shall be based on actuals (if available) or on

best available data. Quantities at points where OBAs exist shall be invoiced on scheduled quantities.

10.2 When information necessary for invoice purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the fifth (5th) day following the date of final meter

reading of the billing month.

FERC Docket: RP06-596-000

Fifth Revised Sheet No. 176 Fifth Revised Sheet No. 176: Effective

Superseding: Fourth Revised Sheet No. 176 GENERAL TERMS AND CONDITIONS (Continued)

10.3 All accounting statements, or adjustments thereto, relating to the volumes transported hereunder shall be stated in terms of adjusted metered quantities with an assumed thermal content of one thousand (1,000) Btu per cubic foot; provided, however, notwithstanding anything else contained herein to

contrary, estimated metered or allocated volumes shall be utilized as appropriate to determine the volumes on

which transportation charges will be computed.

10.4 Either party shall have the right to examine at reasonable times agreed to by both parties, books, records, and charts of the other party to the extent necessary to verify the accuracy of any statement,

chart, or computation made under or pursuant to provisions hereunder. The examining party shall have one year

after the close of a year in which to make an audit of the other party's records for such year.

# 10.5 Payment.

- (a) Shipper shall pay Transporter by wire or other electronic fund transfer of Federal Funds which are made immediately available to Transporter at such bank account as Transporter shall designate, on or before the twentieth day following the date of the final monthly meter readings for the gas delivered during the preceding Billing Month, except when the twentieth day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following business day. All payments shall be considered to have been made on the date when Transporter has use of the funds. Notwithstanding the foregoing, a Shipper whose monthly statement total amount due is less than \$50,000.00 may elect to make payment by check which shall be sent by U.S. Mail, First Class delivery and postmarked on or before the twentieth day of the month. All payments shall be identified by invoice number and, if a payment differs from the invoice amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT) in which case, the remittance detail is due within two (2) Business Days of the payment due date. Payment will be applied in accordance with the remittance detail.
- (b) If Transporter's rendering of a bill is delayed after the tenth (10th) day following the date of the final monthly meter reading, then the time of payment shall be extended by the same number of days unless Shipper is responsible for the delay.
- (c) If Shipper fails to pay all of the amount of any bill as herein provided, interest on the unpaid portion of the bill shall be computed at the rate set forth in Section 154.501 of the Commission's Regulations, prorated for the number of days from the due date of payment until the actual date of payment.
- (d) If Shipper in good faith disputes the amount of any bill or part thereof, Transporter shall not be entitled to suspend further delivery of gas if:
- (i) Shipper pays to Transporter the amounts it concedes to be correct and provides written documentation as to the basis for the dispute;

FERC Docket: RP06-596-000

Third Revised Sheet No. 177 Third Revised Sheet No. 177: Effective

Superseding: Second Revised Sheet No. 177 GENERAL TERMS AND CONDITIONS (Continued)

(ii) within 30 days of a demand made by Transporter, Shipper furnishes good and sufficient surety bond in an amount and with surety satisfactory to Transporter;

(iii) the surety bond guarantees payment to Transporter of the amount ultimately found due upon the bill, plus accrued interest, upon a final determination by agreement or by judgment of the courts; and

(iv) Shipper does not default on the conditions of the bond.

If Shipper (i) has complied with all of the requirements in the immediately preceding sentence; (ii) prevails

on the merits of the dispute concerning the bill by reason of a final determination by agreement or by judgment of the courts; and (iii) makes payment to Transporter in accordance with that final determination.

then Transporter shall reimburse Shipper for the reasonable premium cost incurred by Shipper in obtaining the

surety bond upon Transporter's receipt from Shipper of the documentation of the premium cost.

10.6 Adjustment of Billing Errors. If it is determined that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under this Section 10 and Shipper has actually

paid the bills containing the overcharge or undercharge, then Transporter shall refund the amount of any overcharge or Shipper shall pay the amount of any undercharge within 30 days after final determination of the appropriate amounts. If an error is discovered in the amount billed in any statement rendered by Transporter, that error shall be adjusted within 30 days of Transporter's determination thereof, provided that claim therefor shall have been made within 30 days from the date of discovery of the error but in any

event within 6 months from the date of the statement with a 3 month rebuttal period. These time

shall not apply in cases of FERC required rate changes, to deliberate omissions, to misrepresentations or mutual mistake of fact. Neither Shipper's nor Transporter's other statutory or contractual rights shall be

diminished by this provision.

10.7 Suspension or Termination for Nonpayment. If Shipper under any Rate Schedule becomes delinquent by 10 days in the payment of any invoice, then Shipper shall provide adequate assurance of payment

to Transporter within 10 days of the date of Transporter's written notice of delinquency. If Shipper does

not, within that 10 day period, pay the invoice together with accrued interest, or does not provide adequate

assurance of payment in accordance with the provisions of Section 3 (Requests for Service) of the General Terms and Conditions, Transporter, in addition to any other remedies it may have, may commence suspension of

service procedures by: (a) sending a first written notice to Shipper and the Commission informing Shipper

that its service will be suspended and its Service Agreement with Transporter will be terminated in 30 days

("suspension date") if payment is not received; and (b) sending a second written notice to Shipper and the Commission 10 days before the suspension date informing Shipper that its service will be suspended and

its
Service Agreement with Transporter will be terminated on the suspension date if payment is not received

before that date. Shipper's service will be suspended and its Service Agreement terminated if full payment is

not received by Transporter before the suspension date. Termination of the Service Agreement shall not

excuse payments of the amounts then due or any other existing obligation of Shipper. Transporter shall not be

entitled to suspend service or terminate Shipper's Service Agreement pending resolution of an invoice disputed

in good faith by Shipper if Shipper complies with the provisions of paragraph 10.5(d) above.

10.8 Billing Disputes. If Shipper in good faith disputes an invoice from Transporter and complies with the provisions of Section 10.5(d) above, further resolution of the dispute shall be in accordance with the provisions of Section 30 (Complaint Resolution Procedure) of the General Terms and Conditions.

- 10.9 Refunds. Transporter shall pay any refunds owed in excess of \$50,000 to any Shipper by wire or other electronic fund transfer of Federal Funds immediately available to Shipper at such bank accounts.
- as Shipper shall designate.
- 10.10 Right to Set Off Unpaid Amounts. If the Shipper does not pay the full amount due Transporter in accordance with Section 10.5 hereof, then Transporter, without prejudice to any other rights or
- remedies it may have, shall have the right to withhold and set off payment of any amounts of monies due or
- owing by Transporter to Shipper, against any and all amounts or monies due or owing by Shipper to Transporter  ${\sf Transporter}$
- for services performed by Transporter for Shipper. In addition, if Shipper has an overtender(s) of gas on any
- Service Agreement(s), Transporter will have the right to net that overtender of gas against any existing undertender(s) of gas on any of Shipper's Service Agreement(s).

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Original Sheet No. 178 Original Sheet No. 178 : Effective

SHEET NOS. 178 AND 179 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/01/1996 Status: Effective

FERC Docket: RP96-261-000

First Revised Sheet No. 180 First Revised Sheet No. 180 : Effective

Superseding: Original Sheet No. 180

GENERAL TERMS AND CONDITIONS (Continued)

# 11. FLEXIBLE PRIMARY AND SECONDARY RECEIPT AND DELIVERY POINTS

11.1 Primary Receipt and Delivery Points. The point(s) of receipt for all gas tendered to Transporter for transportation under Transporter's Rate Schedules shall be at the interconnection of the facilities of Transporter, Shipper or any applicable third parties, or at such other primary

point(s) agreed upon by Shipper and Transporter and specified in Shipper's Service Agreement with Transporter. The point(s) of delivery for all gas delivered by Transporter to Shipper or to a third

party on behalf of Shipper under Transporter's Rate Schedules shall be (i) at the interconnection of the facilities of Transporter and Shipper or any applicable third parties, or (ii) at such other

 $\hbox{primary point(s) agreed upon by Shipper and Transporter and specified in Shipper's Service} \\$ 

with Transporter.

points

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11.2 Flexible Primary Receipt and Delivery Point Authority. Except as may otherwise be specified in this Section or in individual Rate Schedules, Shipper shall have flexible primary receipt and delivery point authority; provided that Transporter, in its reasonable discretion, determines that sufficient firm capacity exists in its existing facilities to accommodate the proposed changes in primary receipt or delivery points. Any Shipper seeking to change primary receipt or delivery

under an existing Service Agreement shall request such a change by advising Transporter, identifying

the Service Agreement affected, and furnishing Transporter with the information described in Section

- 3 (Requests for Service) of the General Terms and Conditions. If firm capacity is available to accommodate Shipper's requested change, Transporter and Shipper shall execute an agreement, superseding Appendix A to the relevant Service Agreement, that shall reflect the agreed changes in such receipt or delivery points, or maximum daily quantities.
- 11.3 Secondary Receipt and Delivery Points Authority. Except as provided in Section 11.2 above or elsewhere in this Tariff, Shipper may have secondary receipt and delivery points under any firm Service Agreement as provided and subject to the requirements in the applicable Rate Schedule. Receipts and deliveries of gas at such secondary receipt and delivery points under firm transportation agreements shall have the allocation priority as described in Section 7 (Capacity Allocation) of the General Terms and Conditions. Transporter shall interrupt service at such secondary receipt and delivery points as set forth at Section 16 (Interruptions of Service) of the General Terms and Conditions. The list of interconnections at which secondary point service is available will be maintained by Transporter in a Master List of Interconnections (MLI) posted on
- EBB. The interconnection points on the MLI shall be incorporated, where appropriate, as secondary points in Shipper's Service Agreement.

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SHEET NOS. 181 AND 182 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-007

First Revised Sheet No. 183 First Revised Sheet No. 183 : Effective

Superseding: Original Sheet No. 183

GENERAL TERMS AND CONDITIONS (Continued)

- MAXIMUM DAILY OBLIGATION AT BOTH DELIVERY POINTS AND RECEIPT POINTS 12.
  - 12.1 Maximum Daily Delivery Obligation at Delivery Points.
- (a) The portion of the Transportation Demand (TD) applicable to each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable

Service Agreement.

- 12.2 Maximum Daily Obligation at Receipt Points.
- (a) Shipper's Maximum Daily Quantity at each point of receipt under Transporter's firm service Rate Schedules shall be set forth in the applicable Service Agreement.
- (b) The sum of Shipper's Maximum Daily Quantity at all receipt points shall not exceed the sum of the Transportation Demand under Shipper's firm Service Agreements plus quantities necessary for Retainage.

Effective Date: 07/01/1996 Status: Effective

FERC Docket: RP96-261-000

First Revised Sheet No. 184 First Revised Sheet No. 184: Effective

Superseding: Original Sheet No. 184

GENERAL TERMS AND CONDITIONS (Continued)

12.3 Maximum Hourly Receipt Obligation at Receipt Points.

If Transporter, in its reasonable discretion, determines that hourly flow restrictions are necessary to protect

the integrity or performance capability of its system, Transporter shall issue through its EBB and telephonically or in writing an Operational Flow Order pursuant to which Transporter's Maximum Hourly Receipt

Obligation, within the area(s) subject to such Order shall be, and Shipper's maximum hourly receipts within

those areas shall not exceed those quantities specified in this Section 12.3. For purposes of this Section

12.3, Shippers shall be responsible for all such hourly tenders. In calculating the Maximum Hourly Ouantities

at receipt points as described below, that Shipper's STDQ and the STDQ's of all other Shippers applicable to

a receipt point shall be added together.

(a) For individual receipt points:

120% of 1/24th of the STDQ in any one hour;

117% of 3/24ths of the STDQ in any three consecutive hours;

115% of 5/24ths of the STDQ in any five consecutive hours; and

105% of 12/24ths of the STDQ in any twelve consecutive hours.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 185 Original Sheet No. 185 : Effective

SHEET NOS. 185 AND 186 ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP10-575-000

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

Superseding: Original Sheet No. 187

GENERAL TERMS AND CONDITIONS (Continued)

### 13. PRESSURE

- (a) Transporter shall deliver gas at each delivery point to or for the account of Shipper at the pressure which shall be available from time to time in Transporter's pipeline after required measurement, flow control, or regulation.
- (b) Shipper shall deliver gas or cause gas to be delivered to Transporter at the receipt points at a pressure sufficient to allow the gas to enter Transporter's pipeline as such pressure shall vary from time to time. Transporter shall not be required to compress into its pipeline gas transported under any Rate Schedule or otherwise change its normal pipeline operations. At each receipt point, Shipper shall provide, or cause to be provided, equipment acceptable to Transporter that will prevent overpressuring of Transporter's pipeline.
- (c) Transporter may agree, on a not unduly discriminatory basis, to a maximum or minimum pressure at any point of receipt or delivery if, in Transporter's reasonable discretion, the agreed-upon maximum or minimum pressure is operationally feasible and will not adversely affect firm service on Transporter's system.

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Original Sheet No. 188 Original Sheet No. 188 : Effective

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FERC Docket: RP02-475-000

Third Revised Sheet No. 190 Third Revised Sheet No. 190 : Effective

Superseding: Second Revised Sheet No. 190
GENERAL TERMS AND CONDITIONS (Continued)

- 14. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS
- (a) The procedures set forth in this Section governing the release and assignment of service rights by Shippers shall apply to all services offered by Transporter for which such right is provided in the applicable Rate Schedule. A Shipper under such applicable Rate Schedule may release and assign all or

any portion of the service under its Service Agreement. Any Shipper accepting such assignment ("Replacement Shipper") must be listed on Transporter's Approved Bidders List, must have executed an Electronic Contracting Agreement with Transporter, and must be an authorized EBB user complying with conditions and requirements set forth in the General Terms and Conditions and in the applicable Rate Schedule and Service Agreement.

(b) The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity

release bid is tendered and 2) there are no special terms or conditions of the release.

(c) Capacity Release Timeline:

For biddable releases (less than 1 year):

- (1) offers should be tendered by 12:00 P.M. on a Business Day;
- (2) open season ends no later than 1:00 P.M. on a Business Day (evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (3) evaluation period ends and award posting if no match required at 2:00 P.M.;
- (4) match or award is communicated by 2:00 P.M.;
- (5) match response by 2:30 P.M.;
- (6) where match required, award posting by 3:00 P.M.;
- (7) contract issued within one hour of awarding posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (1 year or more):

- (8) offers should be tendered by 12:00 P.M. four Business Days before award;
- (9) open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
- (10) evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- (11) evaluation periods ends and award posting if no match required at 2:00 P.M.;
- (12) match or award is communicated by 2:00 P.M.;
- (13) match response by 2:30 P.M.;
- (14) where match required, award posting by 3:00 P.M.;
- (15) contract issued within one hour of award posting (with new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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FERC Docket: RP03-447-000

First Revised Sheet No. 190A First Revised Sheet No. 190A: Effective

Superseding: Original Sheet No. 190A GENERAL TERMS AND CONDITIONS (Continued)

For non-biddable releases:

Timely Cycle

(16) posting of prearranged deals not subject to bid are due by 10:30 A.M.; contract issued within one hour

of

award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- (17) posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- (18) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

- (19) posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- (20) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

- (21) posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- (22) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- 14.1 Initiating the Release and Assignment.
- (a) Electronic Bulletin Board. The release and assignment of service rights by Shipper shall be facilitated through Transporter's Electronic Bulletin Board (EBB), described at Section 2 (Electronic Bulletin Board) of the General Terms and Conditions. As explained below, Shippers seeking to release and assign firm service rights ("Releasors") shall post offers to release and notices of prearranged assignments

through Transporter's EBB. Potential Replacement Shippers also may post offers to purchase service rights

and bids for capacity noticed by Releasors through Transporter's EBB. Such postings shall be made through

the interactive features of Transporter's EBB. Transporter reserves the right to request modifications in, or

to delete all or any portion of, postings that do not conform to the requirements of Section 14.1(b) below;

provided, however, that Transporter shall have no responsibility for any errors, omissions, or other aspects

of these postings from third parties on its EBB.

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FERC Docket: RP09-275-001

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Sixth Revised Sheet No. 191 Sixth Revised Sheet No. 191

Superseding: Fifth Revised Sheet No. 191

# GENERAL TERMS AND CONDITIONS (Continued)

(b) Release Notice. Releasor may initiate the assignment of the service rights it is seeking to

release and assign by electronically transmitting the information specified below to Transporter's EBB ("Release Notice"). Such electronic Release Notice shall contain the following information regarding the

capacity that Shipper is seeking to release:

(1) Releasor's identity, the Rate Schedule under which Releasor seeks to release capacity,
and the contract number assigned by Transporter to the Service Agreement under which Shipper seeks to
release capacity;

- (2) whether the release is on a temporary or permanent basis;
- (3) the numeric quantity, on a per day basis, and the term (duration);
- (4) the receipt and delivery points;
- $\qquad \qquad \text{(5)} \qquad \text{any applicable recall provisions relating to the proposed release, and whether} \\$

Replacement Shipper will have the option to refuse the capacity after recall has ended;

- (6) any minimum conditions concerning the rate, terms, or volume that the releasing shipper is willing to accept (and that Releasor wishes to have posted on Transporter's EBB), or a statement that it has separately revealed to Transporter any such minimum conditions, which shall
  - posted following the close of bidding. For non-biddable releases, this information will not be required;
- (7) whether Releasor will accept contingent bids for the capacity being released and, if so, all terms and conditions of acceptable contingencies, including the manner in which such contingent

bids will be evaluated. For non-biddable releases, this information will not be required;

- (8) the maximum reservation charge (including demand-type surcharges) applicable to the capacity being released provided however, that for releases one (1) year or less in length, this information will not be required;
- (9) the date and time of (i) the posting of the release notice on Transporter's EBB and
  (ii) the close of the bidding for the released capacity. For non-biddable releases, this information

will not be required;

- (10) whether the Releasor has a prepackaged arrangement to assign the service to a specified Replacement Shipper and, if so, the identity, address, and telephone number of the designated
- Replacement Shipper and the price the prospective Replacement Shipper has agreed to pay under any such prepackaged arrangement;
- (11) objective criteria for evaluating responsive bids by potential Replacement Shippers
  and for breaking ties among highest bidders, to the extent that Releasor's criteria are at variance
  with the criteria established by Transporter in this Section. For non-biddable releases, this information will not be required;
- (12) the name, telephone number, and facsimile machine number of Releasor's designated contact person;
  - (13) the rate basis on which bids for the released capacity are to be submitted.

For non-

biddable releases, this information will not be required;

- (14) whether bids for the released capacity are to be submitted on a fixed dollars and cents amount or on a percentage basis. For non-biddable releases, this information will not be required;
- (15) whether the release is subject to any indemnification provisions pursuant to which the initial Replacement Shipper indemnifies Releasor against any claims by successive Replacement Shippers

  relating to refunds (where Releasor has provided correctly calculated refunds to the initial Replacement Shipper), and all terms of any such indemnification provision;
  - (16) whether the release is to an asset manager, as defined in Section 284.8 of the Commission's regulations;

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Tenth Revised Sheet No. 191A Tenth Revised Sheet No. 191A

Superseding: Ninth Revised Sheet No. 191A

## GENERAL TERMS AND CONDITIONS (Continued)

- (17) whether the release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8 of the Commission's regulations.
- (18) for releases of storage capacity, any conditions concerning the transfer and/or  $\frac{1}{2}$

return of storage inventory.

- (c) Evaluation Criteria. For the capacity release business process timing model, only the following
- methodologies are required to be supported by Transporter and provided to Releasor as choices from which they
- may select and, once chosen, should be used in determining the awards from the bid(s) submitted. They are: 1)
- highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including
- other Releasor defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the
- discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline
- treatment for other choices, nor, is Transporter held to the timeline should Releasor elect another method of
- evaluation. Releasor shall include all such alternative evaluation criteria in the Release Notice to be
- posted on Transporter's EBB. When Transporter makes awards of capacity for which there have been multiple
- bids meeting minimum conditions, Transporter shall award capacity, best bid first, until all offered capacity

is awarded.

- (d) At any time up to the close of the bidding period for the posted capacity, Releasor may withdraw its posting for release of capacity if Releasor itself has an unanticipated use for the capacity and
- no minimum bid has been made. Such a withdrawal shall be effected by Releasor placing a notice of withdrawal
  - on Transporter's EBB. Offers will be binding until a notice of withdrawal is received.
- (e) Transporter may refuse to allow a permanent release if it has a reasonable basis to conclude
- that it will not be financially indifferent to the release. If Transporter denies Shipper's request to permanently release capacity, Transporter will notify Shipper via e-mail and include in the notice the reasons

for the denial.

14.2 Posting.

- Posting of Release Notices on Transporter's EBB shall be complete and subject to the conditions and exceptions set forth below.
- (a) Exempt Transactions. Posting for purposes of inviting bids shall not be required for
   (i) prepackaged arrangements Releasor has arranged with a designated Replacement Shipper for a period of 31
- days or less; (ii) prepackaged arrangements for more than one (1) year that Releasor has arranged with a
- designated Replacement Shipper under which the designated Replacement Shipper agrees to pay the maximum reservation charge and commodity rate, and applicable surcharges, and meets all requirements set forth in this
- Tariff; (iii), releases to an asset manager, as defined in Section 284.8 of the Commission's regulations; or
- (iv) releases to a marketer participating in a state-regulated retail access program as defined in Section
- 284.8 of the Commission's regulations (collectively "exempt transactions"). For cross-month releases, the
- maximum duration for eligibility as an exempt transaction under part (i) above shall be  $31\ \mathrm{days}$ . The rate

received by Releasor under prearranged transactions with a term of more than one year that are exempt from the  $\frac{1}{2}$ 

ordinary posting and competitive bidding procedures otherwise set forth in this Section 14 must not exceed the

maximum rate.

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Ninth Revised Sheet No. 192 Ninth Revised Sheet No. 192

Superseding: Eighth Revised Sheet No. 192

## GENERAL TERMS AND CONDITIONS (Continued)

Informational Posting. For any exempt transaction, as described in paragraph (a) (b) immediately above, Releasor, shall provide Transporter, for contract execution purposes, and shall post on Transporter's EBB in accordance with the Capacity Release timeline under Section 14.(c) above: (i) the information required for a Release Notice; (ii) the price and term of the assignment; (iii) the identity of the Replacement Shipper; and (iv) for releases to an asset manager (as defined in Section 284.8 of the Commission's regulations), the asset manager's delivery obligation to Releasor. Releasor may post such exempt transactions at any time. Transporter shall issue an Assignment Agreement within one (1) hour of such posting and shall allow nominations under such Assignment Agreement in the next available nomination cycle. In the event Shipper had not executed the

Assignment Agreement in the next available nomination cycle. In the event Shipper had not executed the Assignment Agreement prior to making its nomination, Shipper shall be deemed to have executed the Assignment

Agreement with Transporter pursuant to which the nomination is being made.

- Limitations on Continuation of Exempt Transactions. A Releasor that has employed an exempt transaction to assign service to a designated Replacement Shipper for a period of 31 days or less, as described in Section 14.2(a)(i) above: (i) shall not roll over, extend, or otherwise continue that release beyond its original term without complying with the ordinary posting and competitive bidding requirements applicable to all non-exempt transactions, as set forth in this Section, unless the rollover, extension, or continuation is at the maximum rate for a term of more than one (1) year, meets all of the terms and conditions of the Release Notice. and qualifies as an exempt transaction under Section 14.2(a) above; and (ii) shall not, pursuant to the short-term exemption of Section 14.2(a)(i), re-release to the same Replacement Shipper for 28 days after termination of the earlier release period without fully complying with the ordinary posting and competitive bidding requirements applicable to all non-exempt transactions, as set forth in this Section, unless the re-release is at the maximum rate for a term of more than one (1) year, meets all of the terms and conditions of the Release Notice, and qualifies as an exempt transaction under Section 14.2(a) above. This Section does not apply to releases to an asset manager or releases to a marketer participating in a state-regulated retail access program.
- (d) Timing and Duration of Posting. Offers by potential Releasors to release and assign capacity shall be posted on Transporter's EBB in accordance with the Capacity Release timeline under Section 14.(c) above. Releasor may not specify an extension of the original bid period without posting a new release.
- (e) Method to Post. Transporter shall post offers and bids, including prearranged deals, upon receipt. Releasor may request a later posting time for posting of such offer, and Transporter shall support such request insofar as it comports with the standard Capacity Release timeline specified in GISB standard No. 5.3.2.

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FERC Docket: RP09-275-001

Tenth Revised Sheet No. 193 Tenth Revised Sheet No. 193

Superseding: Ninth Revised Sheet No. 193

GENERAL TERMS AND CONDITIONS (Continued)

14.3 Bidding.

mont.h

(a) Potential Replacement Shippers shall submit bids for released capacity which comport with the methodology of the release notice stated in ten-thousandths of one dollar (\$0.0000) per Dth one day per

for reservation charges, or in hundredths of one cent (0.000) per Dth for one-part volumetric rate bids, or a

percent of maximum accompanied by a valid Bid for Capacity Release Form in the form included in this Tariff.

Bids submitted for a permanent release shall be submitted on a valid Request for Service as set forth in

Section 3 (Requests for Service) of the General Terms and Conditions. The maximum price cap for capacity

release transactions with a term of more than one year shall be the Recourse Rate. The maximum price cap will

not apply to capacity release transactions with a term of one year or less. Such bids (i) shall be submitted

electronically by potential Replacement Shippers to Transporter's EBB in the format established by Transporter

for such bids on the EBB, (ii) shall be displayed on the EBB when complete without revealing the identity of

the bidder during the bidding period, (iii) shall, in accordance with Transporter's specifications, specifically reference the capacity for which the bid is being submitted; and (iv) must take effect on or

before one year from the date Transporter is notified of the release.

(b) A potential Replacement Shipper responding to the posting of a Release Notice shall be permitted to bid a quantity and a term of service different from those specified in the posted Release Notice;

provided, however, that a Bidder shall not be permitted to bid a quantity or a term of service lower than any

minimum quantity or term disclosed and posted by Releasor in the Release Notice. Bidders must accept all

other conditions set forth in the Release Notice.

(c) Bids shall be submitted by potential Replacement Shippers without bidders knowing the identities of other bidders. Bidders may submit multiple bids, each higher than the previous bid, during the

hours of 9:00 AM C.T. and 3:00 PM C.T. on the days on which the capacity is posted.

(d) All bidders (i) must have prequalified under Transporter's creditworthiness standards (ii)

appear on Transporter's Approved Bidders List and (iii) where execution of an Assignment Agreement will be

required within five days of its transmission by Transporter, have executed an Electronic Contracting Agreement with Transporter, as required by Section 3 (Requests for Service), Section 9 (Operating Conditions),

and Section 5 (Service Agreement and Electronic Contracting) of the General Terms and Conditions.

(e) All bids for capacity release transactions shall not be less than the minimum rates permitted by the Commission for the released services. Bids for capacity release transactions of one (1) year or

less
shall not be less than the minimum rates permitted by the Commission for the released services. Bids

for capacity with a term of more than one (1) year: (1) shall not exceed the maximum rates; or (2) if

offered at a one-part volumetric rate (which shall apply only to the reservation portion of the rate) shall not exceed a

maximum rate calculated by converting the applicable maximum reservation charge into a volumetric charge at a

100 percent load factor, plus the applicable commodity charges.

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FERC Docket: RP09-275-000

Tenth Revised Sheet No. 194 Tenth Revised Sheet No. 194

Superseding: Ninth Revised Sheet No. 194

## GENERAL TERMS AND CONDITIONS (Continued)

(f) Bids are binding, other than contingent bids, until written or electronic withdrawal is received. Bids may be withdrawn before the close of the bidding period. Any bidder that withdraws its bid

for released capacity may not, within that same bidding period, submit a bid at a lower rate for any portion

of that same capacity.

(g) Where higher bids are received for capacity that Releasor proposes to release under a prepackaged arrangement that is subject to competitive bidding (including prepackaged arrangements for 31

days or less for which Releasor requests competitive bidding), the Replacement Shipper designated by Releasor (designated Replacement Shipper) shall be notified by Transporter and shall exercise its right to

match the highest competing bid in accordance with the Capacity Release timeline under Section 14.(c) above.

A Releasor shall not be able to specify an extension of the original pre-arranged match period without posting a new release.

- 14.4 Evaluation of Bids and Assigning Service Rights.
- (a) Transporter shall perform the evaluation of bids in accordance with the criteria specified in

the Release Notice and shall determine which, if any, bids to accept.

(b) In the absence of any such Releasor-developed alternative criteria to the contrary, as specified in Releasor's Release Notice, bids shall be evaluated and rights to released capacity assigned by

Transporter in accordance with the bid evaluation criteria referenced at Section 14.1(c).

(c) Where Releasor has posted a prepackaged arrangement that is subject to competitive bidding

(including prepackaged arrangements for 31 days or less for which the Releasor requests competitive bidding), the designated Replacement Shipper under that arrangement will be awarded the capacity if, within

the time limits specified in Section 14.3(h) immediately above, that designated Replacement Shipper matches

the competing bid(s) offering the highest economic value, as calculated in accordance with the bid evaluation criteria set forth in Section 14.1(c) or in the Release Notice.

- $\hbox{(d)} \qquad \hbox{Where highest bids of equal value are received for released capacity from more than one bidder,}$
- not including a designated Replacement Shipper under a prepackaged arrangement, the capacity (i) shall be

assigned in accordance with any nondiscriminatory method for breaking ties established by Releasor the Release Notice, or (ii) shall, if Releasor does not establish a tie-breaking method, be assigned pro rata on

the basis of the respective quantities bid by the winning bidders. Bidders may specify their bids the minimum quantities they will accept. If the pro rata allocation would result in assignment of quantities

below a bidder's minimum quantity, any such bidder will not be assigned the capacity, and the total quantity

available for assignment will then be re-allocated among the remaining highest value bidders on a prorata

basis.

- (e) Transporter will not award capacity release offers to the Shipper until and unless the Shipper meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release.
- (f) Transporter shall post on the EBB the winning bid and the identity of the winning bidder(s)in

accordance with the Capacity Release timeline under Section 14.(c) above.

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FERC Docket: RP00-171-000

Fourth Revised Sheet No. 194A Fourth Revised Sheet No. 194A : Effective Superseding: Third Revised Sheet No. 194A

FOURTH REVISED SHEET NO. 194A CANCELS AND SUPERCEDES THIRD REVISED SHEET NO. 194A

SHEET 194A IS

RESERVED FOR FUTURE USE

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FERC Docket: RP02-475-000

Fifth Revised Sheet No. 195 Fifth Revised Sheet No. 195 : Effective

Superseding: Fourth Revised Sheet No. 195
GENERAL TERMS AND CONDITIONS (Continued)

### 14.5 Assignment Agreements.

- (a) For all transactions pursuant to this Section 14, Transporter shall electronically transmit an Assignment Agreement upon receipt of Replacement Shipper's electronic confirmation reflecting the terms of the Release Notice to Replacement Shipper in accordance with the Capacity Release timeline under Section 14.(c) above.
- (b) Transporter and Replacement Shipper shall execute the Assignment Agreement in substantially the form contained in this Tariff; provided that such an Agreement shall be executed electronically where an executed contract is required within five business days of its transmission by Transporter. That Assignment Agreement shall contain all terms and conditions of the release and assignment; provided that such terms and conditions are identical to those set forth in the underlying Release Notice. Where electronic contracting is required as described immediately above, all Replacement Shippers must have executed an Electronic Contracting Agreement in accordance with the electronic contracting procedures specified in Section 5.7 of the General Terms and Conditions. All Replacement Shippers must appear on Transporter's Approved Bidders List, which list shall indicate Bidders that have executed an Electronic Contracting Agreement. Service will not be provided unless the Assignment Agreement has been properly executed. If the Replacement Shipper does not return such agreement within two business days of Transporter's tender (or such later date established by Releasor through notice to Transporter and Replacement Shipper), Transporter will tender an Assignment Agreement to the next highest acceptable bidder, if any.
- 14.6 Implementation; Receipt and Delivery Points. Following acceptance of a bid for assignment and execution of an assignment agreement, Transporter will accept nominations or requests for alternate receipt or delivery points for the assigned capacity. Replacement Shippers may not, however, exercise flexible receipt and delivery point authority at primary points unless such exercise is agreed to in writing by Releasor. Quantities flowing under assigned service rights shall have the same priority as those quantities had under the applicable underlying service agreement originally entered into by Releasor

and Transporter, and that priority shall be unaffected by whether or not the assignment is subject to recall, as described at Section 14.7 below.

- 14.7 Recall; Reassignment of Assigned Service Rights.
- (a) Agreements Subject to Recall. Releasors shall be permitted to specify as a condition for releasing capacity the right to recall that assigned capacity upon notice to Transporter and to Replacement Shipper. Any such recall provision must be included in the Release Notice originally submitted by Releasor and in the assignment agreement executed following assignment of the capacity. The Release Notice and the assignment agreement governing the assigned capacity shall

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FERC Docket: RP03-447-000

Fourth Revised Sheet No. 196 Fourth Revised Sheet No. 196: Effective

Superseding: Third Revised Sheet No. 196
GENERAL TERMS AND CONDITIONS (Continued)

clearly state (i) the frequency with which Releasor may recall any released capacity, (ii) the maximum duration of any such recall, (iii) whether and under what conditions any right of first refusal held by Releasor is transferred to Replacement Shipper, and (iv) such other terms as Releasor may specify. Replacement Shipper shall be permitted to make secondary assignments of all or any part of the capacity contained in its assignment agreement, unless prohibited by the Releasor, that is subject to Releasor's right to recall, provided, however, that such assignments shall not vary the recall provisions contained in the original assignment.

(b) Replacement Shipper Release. An Replacement Shipper that desires to release some or all of its assigned capacity (Replacement Shipper/Secondary Releasor) may release and reassign all or a portion of the assigned capacity to other parties (Secondary Replacement Shippers) subject to the requirements set

forth in paragraph (a) immediately above. Any such reassignment must satisfy all of the posting, bidding and notice requirements set forth in this Section, and any Secondary Replacement Shipper must satisfy all of the creditworthiness and other requirements set forth in this Section. No limitation unless required by Releasor shall be placed on the number of times service rights that are not subject to recall may be reassigned, provided, however, that an Replacement Shipper/Secondary Releasor may not assign rights any greater than the rights it received pursuant to the earlier assignment, and may not place any unreasonable

or discriminatory conditions on such assignments.

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

Timely Recall Notification:

- (1) Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely nominations are due;
- (2) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely nominations are due (Central Clock Time);

Early Evening Recall Notification:

- (3) Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening nominations are due:
- (4) Transporter shall 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);

Evening Recall Notification:

- (5) Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening nominations are due;
- (6) Transporter shall 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);

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Third Revised Sheet No. 196A Third Revised Sheet No. 196A: Effective

Superseding: Second Revised Sheet No. 196A GENERAL TERMS AND CONDITIONS (Continued)

Intraday 1 Recall Notification:

- (7) Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 nominations are due;
- (8) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 nominations are due (Central Clock Time);

Intraday 2 Recall Notification:

- (9) Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 nominations are due;
- (10) Transporter shall 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).

For recall notification provided to Transporter prior to the recall notification deadline specified in NAESB

WGC Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification

to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For

recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

- (d) For the recall notification provided to Transporter, the quantity shall conform to Transporter's capacity recall notification specification. Transporter requires that the quantity must be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity.
- (e) Assignment Agreements that call for payment by Shipper of a one-part volumetric rate may not be released and assigned.
- (f) If a Releasor's Service Agreement is suspended or terminated, then Transporter may terminate the release of capacity to the Replacement Shipper if Transporter has first provided the Replacement Shipper

an opportunity to continue receiving service by paying the lesser of (i) the Releasor's Service Agreement rate; (ii) the applicable Recourse Rate; or (iii) some other rate that is acceptable to Transporter.

- (g) If a Replacement Shipper's Service Agreement is suspended or terminated, then the released capacity will revert to the Releasor.
- 14.8 Billing.
- (a) Transporter, in accordance with the terms of this Tariff, shall (i) bill the Releasor for the full reservation charge and any applicable reservation-related surcharges and any other fixed charges for which

Releasor is otherwise obligated to Transporter, less either the reservation charge bid by Releasor's Replacement Shipper, or the reservation charge portion of amounts billed to Replacement Shippers paying one-

part volumetric rates; and (ii) bill the Replacement Shipper for (A) the reservation charge bid by that Replacement Shipper, (B) all commodity charges, or all payments under one-part volumetric rates, and any minimum volumetric commitment agreed to but not met by the Replacement Shipper, (C) any commodity surcharges,

and (D) any penalties or imbalance correction costs, as any of these charges may change from time to time upon

approval of the Commission. For all payments received from Replacement Shipper, Transporter shall allocate

such payment first to the reservation charge (or to the reservation charge component under a one-part rate) and

then any amounts above that level to the commodity charge (or to the commodity charge component under a one-

part rate). Replacement Shipper may, upon notice to Transporter and approval of the Releasor, appoint Releasor as its agent to receive such billings from Transporter. The charges shall be pro-rated for a Billing Month if necessary.

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Sixth Revised Sheet No. 197 Sixth Revised Sheet No. 197

Superseding: Fifth Revised Sheet No. 197

## GENERAL TERMS AND CONDITIONS (Continued)

(b) For all assignments of service rights, Releasor shall remain ultimately responsible to Transporter for full payment of the reservation charge, any applicable reservation-related surcharges, and any

other fixed charges for which Releasor is otherwise obligated to Transporter. For permanent releases of capacity, Transporter may in its reasonable discretion agree to release the Releasor from this responsibility.

Such discretion shall be exercised by Transporter in a nondiscriminatory manner. Until payment by Assignee to

Transporter of any unpaid reservation charges, any claims Releasor may have relating to those charges shall be

subordinated to those of Transporter. Any reservation charge payments made by Assignee to Transporter will not

be withheld from Releasor by Transporter due to Assignee's failure to pay Transporter other amounts owed that

are unrelated to the released capacity. In the event of termination of Releasor's Service Agreement with Transporter, Replacement Shipper's Service Agreement with Transporter is deemed terminated unless Replacement

Shipper agrees to pay the lower of: (1) the former Releasing Shipper's contract rate, or (2) the maximum tariff

rate for the service for the remainder of the Replacement Shipper's Service Agreement.

- (c) In the event that an Assignee (including a Secondary Assignee) fails to pay Transporter's
- invoice relating to the released capacity, Transporter shall within ten business days provide the Releasor (the
- most recent Releasor, where the capacity has been secondarily assigned) with written or telephonic notice of
- such nonpayment. Upon Releasor's receipt of such notice of Assignee's nonpayment, Releasor, without prejudice
- to any other rights it may have, may immediately recall the assigned capacity upon 24-hour notice to Assignee
- unless within such period Assignee pays in full the outstanding indebtedness, together with accrued interest at

the Commission approved interest rate, and furnishes adequate assurance of payment to Releasor if required by Releasor.

(d) Transporter should provide the original 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 following:

- (1) Notice to the replacement shipper regarding the replacement shipper's past due, deficiency, or default status pursuant to Transporter's tariff;
- $\hbox{(2) Notice to the replacement regarding the replacement shipper's suspension of service notice;}\\$
- (3) Notice to the replacement shipper regarding the replacement shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the replacement shipper that the replacement shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Transporter's tariff.
- 14.9 Refunds.
- (a) For all refunds other than those described at paragraph (b) immediately below, the original Releasor of any capacity shall receive from Transporter any reservation charge-related refunds associated with assigned capacity, including any refunds related to the reservation charge portion of payments under a one-part

volumetric rate. The Assignee holding the assigned right to service at the time of the overpayment shall receive from Transporter its share of any commodity charge-related refunds, including any refunds related to the

commodity portion of payments under a one-part volumetric rate, associated with the assigned capacity. Refunds

owed by Transporter will be made by Transporter directly to Assignee, or indirectly through the Releasor if

Assignee has appointed Releasor as its agent for billings pursuant to Section 14.8(a) above.

- (b) The refund obligation of Transporter set forth in paragraph (a) shall be modified where Releasor has released capacity at a rate in excess of that owed by Releasor to Transporter for that capacity
- ("Releasor's Margin"), to the extent that Releasor's Margin equals or exceeds the amount of any refund obligation, Transporter shall not be obliged to make refunds to Releasor. (Any refunds ultimately paid to an
- Assignee in that event shall be paid by Releasor). For capacity release transactions with a term of one (1)
- year or less that are not subject to the maximum rates set forth in Transporter's Tariff, no refunds will be
- owed to the Replacement Shipper. Any applicable refund will be paid directly to the Releasor.

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Original Sheet No. 198 Original Sheet No. 198: Effective

GENERAL TERMS AND CONDITIONS (Continued)

14.10 Fees. Transporter shall not charge a fee for posting of a Release Notice or a Request to Purchase on its EBB. Transporter shall be entitled to charge a reasonable fee if Releasor and

Transporter

agree that Transporter shall receive a fee for actively marketing the capacity Releasor seeks to release.

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Original Sheet No. 199 Original Sheet No. 199 : Effective

SHEET NOS. 199 AND 200 ARE BEING RESERVED FOR FUTURE USE

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FERC Docket: RS92- 6-007

First Revised Sheet No. 201 First Revised Sheet No. 201 : Effective

Superseding: Original Sheet No. 201

GENERAL TERMS AND CONDITIONS (Continued)

#### 15. FORCE MAJEURE

15.1 Defined. Neither Transporter nor Shipper shall be liable to the other for any damages occurring because of force majeure. The term force majeure means an event that creates an inability

to serve that could not be prevented or overcome by the due diligence of the party claiming force majeure. Such events include, but are not defined by or limited to, acts of God, strikes, lockouts,

acts of a public enemy, acts of sabotage, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances,

explosions, accidents, freezing of wells or pipelines, partial or entire electronic failure (including the failure of the EBB and the EBB back-up plan, or the failure of SCADA or electronic measurement equipment), mechanical or physical failure that affects the ability to transport gas, or the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

15.2 In Operation. Such causes or contingencies affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove

the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from meeting all payment obligations.

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Original Sheet No. 202 Original Sheet No. 202: Effective

SHEET NOS. 202 AND 203 ARE BEING RESERVED FOR FUTURE USE

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FERC Docket: RP01-342-000

First Revised Sheet No. 204 First Revised Sheet No. 204: Effective

Superseding: Original Sheet No. 204

ant GENERAL TERMS AND CONDITIONS (Continued)

## 16. INTERRUPTIONS OF SERVICE

Interruptions of service for purposes of this Tariff (i) shall include but not be limited to decreasing, suspending, or discontinuing the receipt or delivery of gas, and (ii) shall be effected by Transporter in accordance with the provisions of this Section.

- 16.1 Interruptions of Firm Services.
- (a) If due to force majeure, other unforeseen conditions on Transporter's system, or operating conditions (such as, but not limited to, performing routine maintenance, making modifications, tests or repairs to Transporter's pipeline system or protection of the integrity and performance capability of its facilities), the gas available for delivery from Transporter's system or portion thereof is temporarily insufficient to meet all of Transporter's authorized firm services on any day, then Transporter, upon providing as much notice as possible, shall interrupt all such services in accordance with the priorities set forth at Section 16.4 below. Transporter shall notify Shipper of interruptions by Electronic Notice Delivery to Shipper's representative, and shall do so 72 hours in advance in the case of interruptions due

to routine maintenance. Transporter will specify in interruption orders issued pursuant to this Section the: (i) date and time by which Shipper must comply; and (ii) the revised quantity (if any) authorized to flow (Lowered Quantity).

- (b) Where Transporter's ability to render service is impaired in a particular segment of Transporter's system, interruptions of firm services shall be effected, in accordance with Paragraph (a) above, only for those Shippers served through the segment(s) of Transporter's system in which service has been impaired.
- (c) A Shipper that fails to interrupt its firm service as directed by Transporter shall be subject to penalties as set forth at Section 19 (Penalties) of the General Terms and Conditions.
- 16.2 Interruptions of Interruptible Service.
- (a) Transporter may interrupt any interruptible services (i) for the reasons set forth in Section 16.1 above, or (ii) for the purpose of making capacity available for firm services. Whenever Transporter determines that such interruption is appropriate, Transporter shall do so in accordance with the priorities set forth at Section 16.4 below.
- (b) Where Transporter's ability to render service is impaired in a particular segment of Transporter's system, interruptions of interruptible services shall be effected, in accordance with paragraph (a) above, only for those Shippers served through the segment(s) of Transporter's system in which service has been impaired.

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Third Revised Sheet No. 205 Third Revised Sheet No. 205: Effective

Superseding: Substitute Second Revised Sheet No. 205

GENERAL TERMS AND CONDITIONS (Continued)

(c) A Shipper that fails to interrupt its interruptible service as directed by Transporter shall be subject to penalties as set forth at Section 19 (Penalties) of the General Terms and Conditions.

16.3 Notice of Interruptions. Transporter reserves the right to interrupt services under any of its Rate

Schedules at any time during any Day and shall give as much notice of such interruptions as is practicable. When possible, Transporter shall announce interruptions at 3:00 p.m. C. T. on the Day preceding the planned interruption. Transporter shall notify electronically each Shipper whose service is

interrupted and shall post interruptions on its Electronic Bulletin Board (EBB). Direct interconnect parties shall also receive notice of interruptions from Transporter's Gas Controllers by Electronic Notice

Delivery; provided that such direct interconnect parties have, as required, made available a representative to maintain 24-hour contact with Transporter to receive such notices. Such a representative shall have the requisite authority and capability to make any adjustments required as a result of Transporter's notice of interruption. In the event of any conflicting communications, notices from Transporter's Gas Controllers shall control. In the event of interruption, Shippers shall only be entitled to receive such services as Transporter can provide under Transporter's applicable Rate Schedules. Electronic Notice Delivery shall be according to the following provisions:

- (a) Transporter should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s).
- (b) Unless the affected party and Transporter have agreed to exclusive notification via EDI/EDM, the affected party should provide Transporter with at least one Internet E-mail address to be used for Electronic Notice Delivery of intraday bumps, operational flow orders and other critical notices. The obligation of Transporter to provide notification is waived until the above requirement has been met.
- (c) Transporter should support the concurrent sending of electronic notification of intraday bumps, operational flow orders and other critical notices to two Internet E-mail addresses for each affected party.

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Fourth Revised Sheet No. 206 Fourth Revised Sheet No. 206: Effective

Superseding: Third Revised Sheet No. 206

GENERAL TERMS AND CONDITIONS (Continued)

- 16.4 Service Priorities.
- (a) Transportation Services. The provisions of this paragraph (a) shall apply to Transporter's FTS-1, FTS-2, ITS-1, ITS-2, AS-Gulf, IPP-Gulf, and PAL Rate Schedules and firm and interruptible service agreements set forth at Volume No. 2 of this Tariff. In the event capacity is not available to continue the receipt, transportation or delivery of all Shippers' gas which has been scheduled and is flowing on Transporter's transmission system, Transporter, in the capacity constrained area shall (i) interrupt capacity sequentially among the Rate Schedule priority groupings set forth below, and (ii) interrupt within those Rate Schedule priority groupings in the order and manner set forth below until the necessary level of interruption is achieved:
- (1) Quantities under Transporter's PAL Rate Schedule, pro rata on the basis of Shipper's scheduled parking and lending quantity.
- (2) Quantities under Transporter's ITS-1, ITS-2, AS-Gulf and IPP-Gulf Rate Schedules, overrun quantities in excess of a Shipper's Transportation Demand under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under interruptible services set forth at Volume No. 2 of this Tariff, beginning with quantities attributable to Shippers paying the lowest price, and pro rata among Shippers paying the same price.
- (3) Quantities at primary or secondary receipt points under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under firm services set forth at Volume No. 2 of this Tariff, pro rata based on Transportation Demand.
- (4) Quantities at primary or secondary delivery points under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under firm services set forth at Volume No. 2 of this Tariff, pro rata based on Transportation Demand.
- 16.5 Interruptions Based on Price. For purposes of interrupting service pursuant to Section 16.4 (a) (1), Shippers paying more than the Recourse Rate will be considered to be paying the Recourse Rate.

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Fifth Revised Sheet No. 206 Fifth Revised Sheet No. 206: Suspended

Superseding: Fourth Revised Sheet No. 206

GENERAL TERMS AND CONDITIONS (Continued)

16.4 Service Priorities.

- (a) Transportation Services. The provisions of this paragraph (a) shall apply to Transporter's FTS-1, FTS-2, ITS-1, ITS-2, AS-Gulf, IPP-Gulf, PAL, and IMS Rate Schedules and firm and interruptible service agreements set forth at Volume No. 2 of this Tariff. In the event capacity is not available to continue the receipt, transportation or delivery of all Shippers' gas which has been scheduled and is flowing on Transporter's transmission system, Transporter, in the capacity constrained area shall (i) interrupt capacity sequentially among the Rate Schedule priority groupings set forth below, and (ii) interrupt within those Rate Schedule priority groupings in the order and manner set forth below until the necessary level of interruption is achieved:
- (1) Quantities under Transporter's IMS Rate Schedule, pro rata on the basis of Shipper's scheduled parking and lending quantity.
- (2) Quantities under Transporter's PAL Rate Schedule, pro rata on the basis of Shipper's scheduled parking and lending quantity.
- (3) Quantities under Transporter's ITS-1, ITS-2, AS-Gulf and IPP-Gulf Rate Schedules, overrun quantities in excess of a Shipper's Transportation Demand under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under interruptible services set forth at Volume No. 2 of this Tariff, beginning with quantities attributable to Shippers paying the lowest price, and pro rata among Shippers paying the same price.
- (4) Quantities at primary or secondary receipt points under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under firm services set forth at Volume No. 2 of this Tariff, pro rata based on Transportation Demand.
- (5) Quantities at primary or secondary delivery points under Transporter's FTS-1 and FTS-2 Rate Schedules, and quantities under firm services set forth at Volume No. 2 of this Tariff, pro rata based on Transportation Demand.
- 16.5 Interruptions Based on Price. For purposes of interrupting service pursuant to Section 16.4 (a)(1), Shippers paying more than the Recourse Rate will be considered to be paying the Recourse Rate.

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 $\textbf{Original Sheet No. 207} \; \texttt{Original Sheet No. 207} \; : \; \; \texttt{Effective}$ 

SHEET NOS. 207 AND 208 RESERVED FOR FUTURE USE. Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-342-000

Third Revised Sheet No. 209 Third Revised Sheet No. 209: Effective

Superseding: Second Revised Sheet No. 209 GENERAL TERMS AND CONDITIONS (Continued)

## 17. OPERATIONAL FLOW ORDERS

## 17.1 In General.

- (a) Transporter, in its reasonable discretion, shall have the right to issue Operational Flow Orders (OFO) as specified in this section upon determination by Transporter that action is required in order to alleviate conditions which threaten the integrity of Transporter's system, to maintain pipeline operations at the pressures required to provide reliable firm transportation services, to have adequate supplies in the system to deliver on demand (including injection of gas into the mainline and providing line pack), to maintain firm service to all Shippers and for all firm services, and to maintain the system in balance for the foregoing purposes. To the extent feasible, Transporter shall attempt to direct such OFOs to those Shippers causing the condition that necessitates issuance of the OFO.
  - (b) Each Operational Flow Order shall contain the following information:
    - (1) Time and date of issuance;
    - (2) Time that Operational Flow Order is effective;
- (3) Duration of Operational Flow Order (If none specified, the Operational Flow Order will remain in effect until further notice);
  - (4) The Shipper(s) or class of Shippers affected;
  - (5) The action that Shipper(s) must take;
  - (6) The reason or justification for issuing the Operation Flow Order; and
  - (7) Any other information which may be required by the terms of this Tariff.
- (c) Except for Force Majeure events, events or conditions which threaten the integrity of Transporter's system, or as specified in Section 17.2(a), Transporter will give 24 hours general advance notice of an Operational Flow Order by posting on the Electronic Bulletin Board the conditions that may jeopardize the system or effect Transporter's ability to meet its contractual obligation to meet all firm services. Transporter reserves the right to issue an Operational Flow Order with less than 24 hours to comply if necessary to protect the integrity of its system. If Transporter issues an Operation Flow Order without providing such 24 hours notice, except for those Operational Flow Orders issued pursuant Section 17.2(a), Transporter shall post on its Electronic Bulletin Board and send to the Commission a detailed explanation containing information specific to that individual situation to justify the issuance of the Operational Flow Order.
- (d) Transporter shall issue Operational Flow Orders by posting on its Electronic Bulletin Board and Electronic Notice Delivery to Shipper's representative. Shippers shall monitor Transporter's Electronic Bulletin Board for any Operational Flow Order applicable to Shipper's service and shall be solely responsible for compliance with each Operational Flow Order. Electronic Notice Delivery shall be according to the following provisions:
- (1) Transporter should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s).
- (2) Unless the affected party and Transporter have agreed to exclusive notification via EDI/EDM, the affected party should provide Transporter with at least one Internet E-mail address to be used for Electronic Notice Delivery of intraday bumps, operational flow orders and other critical notices. The obligation of Transporter to provide notification is waived until the above requirement has been met.
- (3) Transporter should support the concurrent sending of electronic notification of intraday bumps, operational flow orders and other critical notices to two Internet E-mail addresses for each affected party.

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FERC Docket: RS92- 6-007

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Superseding: Original Sheet No. 209A

GENERAL TERMS AND CONDITIONS (Continued)

17.2 Specific Conditions for Issuance.

(a) If, in Transporter's judgment, impending operating conditions will cause the delivery pressure to one or more Shippers to drop below the pressure provided in the Service Agreement(s) of the Shipper(s), Transporter may immediately issue an Operational Flow Order pursuant

to this Section requiring that deliveries under all of Transporter's rate schedules be made on a basis consistent with the flow rates and limitations set forth in the Operational Flow Order, effective three (3) hours after issuance of the Operational Flow Order. If only one segment of Transporter's system will be affected by low pressure, the Operational Flow Order shall be limited to that segment of the system and shall be so stated. For the duration of this Operational Flow Order, increases in scheduled delivery quantities within affected segments of Transporter's system will be made on a prospective basis only. If Transporter issues an Operational Flow Order pursuant

to this Section 17.2(a) without providing such three hours notice, Transporter shall post on its Electronic Bulletin Board and send to the Commission in a detailed explanation containing information

specific to that individual situation to justify the issuance of the Operational Flow Order.

(b) Transporter shall have the right to issue Operational Flow Orders requiring Shippers to deliver gas to Transporter at Shipper's primary receipt points under Shipper's Firm Transportation

Service Agreement with Transporter. This right shall also apply to Shippers which have acquired capacity via Transporter's capacity release and assignment procedures.

(c) Transporter may, on a nondiscriminatory basis, issue such other reasonable Operational Flow Orders as may be required for the purposes set forth in this Section in order to provide the services contemplated by this Tariff.

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Second Revised Sheet No. 209B Second Revised Sheet No. 209B: Effective

Superseding: Substitute First Revised Sheet No. 209B

GENERAL TERMS AND CONDITIONS (Continued)

(d) Transporter has the right to issue Operational Flow Orders on a nondiscriminatory basis without liability except in cases of Transporter's sole negligence or undue discrimination. Compliance with the Operational Flow Orders and the other terms and conditions of Transporter's Tariff is essential to Transporter's ability to provide deliveries and services under all Rate Schedules. A failure by one or more Shipper to comply with the Operational Flow Orders may

affect

Transporter's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies available in law or at equity, Transporter will, except in cases of Transporter's sole negligence or undue discrimination, have

no

liability or responsibility for its inability to provide deliveries and services and will be indemnified and held harmless against any claims related to such failure to provide deliveries

and

services by the Shipper's failing to comply with Transporter's Tariff and in particular, the provisions of this Section.

17.3 Limitations.

(a) Shipper shall not be required to flow gas pursuant to this Section in excess of Shipper's Scheduled Total Daily Quantities or any maximum entitlement level specified in Shipper's

Service Agreement(s) with Transporter.

(b) A Shipper must comply with an Operational Flow Order within the time period set forth therein unless the Shipper is able to demonstrate that such compliance: (1) is not within Shipper's physical or contractual control; (2) is prevented by operating conditions on a third

party

pipeline system beyond Shipper's control; (3) is precluded by its contractual restrictions with a third party pipeline system; and/or (4) is prevented due to a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions; provided that Shipper shall make

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good faith effort to comply with an Operational Flow Order, including seeking waivers of any contractual limits with third party pipelines or modifications of operating conditions on third

party

pipeline systems. Shipper shall notify Transporter immediately if it believes that it is excused from compliance with the Operational Flow Order for the reasons set forth in this subparagraph

(b),

and shall promptly provide Transporter with documentation sufficient to support its basis for

compliance.

(c) A Shipper shall not incur penalties for complying with an Operational Flow Order.

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Original Sheet No. 210 original Sheet No. 210 : Effective

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Sixth Revised Sheet No. 212 Sixth Revised Sheet No. 212: Effective

Superseding: Fifth Revised Sheet No. 212
GENERAL TERMS AND CONDITIONS (Cont'd)

- 18. IMBALANCE TRANSFERS AND IMBALANCE NETTING AND TRADING
- 18.1 Transfers Generally. A Shipper may transfer imbalances in its account to its other account(s) or

the accounts of other Shippers under this Section without obtaining Transporters approval with the exception of the following pipeline segments where operational imbalances between Transporter and interconnecting pipelines would be adversely affected. The pipeline segments which require Transporter's prior approval include, but are not limited to, Carter Creek and Central Texas Loop (Brazos).

Any approval required from Transporter before transfer of an imbalance will not be unreasonably withheld. For purposes of this Section, the term "account" shall mean a Shipper's gas account under a Service Agreement with Transporter. A Shipper seeking to transfer imbalances between accounts pursuant to

this Section shall notify Transporter electronically through Transporter's EBB using Transporter's approved nomination form as set forth on Transporter's EBB. Transporter shall not be obligated to provide

any information to a Shipper concerning the account status of other Shipper's accounts. Transporter will permit a Shipper, upon request, to post on Transporter's EBB an announcement of Shipper's desire to transfer imbalances, but Shipper shall remain responsible for making all arrangements effecting the proposed transfer.

18.2 No Cost Transfer. A Shipper may transfer imbalances from an account under a Service Agreement with Transporter set forth under column "From" to an account under a Service Agreement with Transporter set forth under Column "To", as set forth below, without incurring transportation charges or surcharges, and without assessment of Retainage on the transferred quantity:

	From		То
(a)	IPP-Gulf (mainline)		(a) IPP-Gulf (mainline)
(b)	ITS-1, FTS-1	(b)	ITS-1, FTS-1
(c)	AS-Gulf	(C)	AS-Gulf, IPP-Gulf (onshore)
(d)	IPP-Gulf (onshore)	(d)	IPP-Gulf (onshore)
(e)	ITS-2 (onshore), FTS-2 (onshore)		(e) ITS-2 (onshore), FTS-2 (onshore)
(f)	IPP-Gulf (offshore)		(f) IPP-Gulf (offshore)
(g)	<pre>ITS-2 (offshore), FTS-2 (offshore)</pre>		(g) ITS-2 (offshore), FTS-2 (offshore)

18.3 Nominated Transfers. A Shipper seeking to transfer imbalances from and to accounts under Service

Agreements with Transporter other than those permitted without cost or assessment of Retainage as set forth in Section 18.2 shall nominate such imbalance quantities for transportation pursuant to the terms of

the Service Agreement with Transporter under which said imbalance is held in account for Shipper. Such nomination shall be pursuant to Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Nominated and transferred imbalance quantities shall be subject to the charges and surcharges, and assessment of Retainage applicable to the Service Agreement with Transporter specified in the nomination. Transportation need not occur in order to effectuate netting or trading of imbalances within or between rate zones, although netting or trading between rate zones may constitute transportation

service for which charges apply.

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Superseding: Second Revised Sheet No. 213
GENERAL TERMS AND CONDITIONS (Cont'd)

18.4 Effectiveness of Transfers. Any transfer made pursuant to Section 18.2 shall be effective on the

date a Shipper's completed nomination form is received by Transporter electronically through its EBB, unless Transporter rejects the transfer within two business days of Transporter's receipt of such completed

nomination form pursuant to Section 18.5. Any transfer made pursuant to Section 18.3 shall be effective

the date a Shipper's nomination to transport imbalance quantities is received by Transporter electronically

through its EBB, unless Transporter rejects the nomination prior to transportation pursuant to Section 18.5. A transfer shall become effective as of a date certain in accordance with the foregoing, and shall have prospective, as opposed to retroactive, effect with respect to the affected accounts from that date certain. The cumulative balance in such affected accounts shall be adjusted as of the effective date of a transfer in accordance with the transfer.

18.5 Rejection by Transporter. Transporter may, in its reasonable discretion, reject any proposed transfer if it determines that such transfer cannot be accommodated: (i) without diminishing Transporter's

ability to provide firm service to any Shipper; (ii) without increasing Transporter's firm service obligations; (iii) because the gas sought to be transferred is not on Transporter's system; (iv) because of

the actual account status of the transferor's and transferee's accounts, as reflected in Transporter's records; (v) because the transfer is requested to have a retroactive effective date; or (vi) without threatening the integrity of Transporter's system. If the transfer is rejected pursuant to this Section 18.5, Transporter shall provide the Shipper seeking to transfer imbalances that Shipper's actual account status under the applicable Service Agreement.

- 18.6 Imbalance Netting and Trading
- (a) Definitions. For purposes of this Section 18.6, the following definitions shall be applicable:
- (1) "Operational Impact Area" is the term used to describe Transporter's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.
- (2) "Netting" is the term used to describe the process of resolving imbalances for Shipper within an Operational Impact Area. There are two types of Netting: (a) summing is the accumulation of all imbalances above any applicable tolerances for Shipper or agent; and (b) offsetting is the combination of positive or negative imbalances above any applicable tolerances for Shipper or agent.
- (b) Month-end Imbalances.
- (1) Transporter shall allow Shipper (including agents of Shipper) to net imbalances within the same Operational Impact Area on and across service agreements with Shipper and to trade imbalances within the same Operational Impact Area.
- (2) Transporter shall provide Shippers the ability to post and trade imbalances until at least the close of the seventeenth (17th) business day of the month.
- (3) Transporter shall provide Shippers the ability to view and, upon request, download posted imbalances.
- (4) Imbalances to be posted for trading should be authorized by Shipper.
- (5) Authorizations to post imbalances that are received by Transporter by 11:45 a.m. (C.T.) should be effective by 8:00 a.m. (C.T.) the next business day. Imbalances previously authorized for posting should be posted on or before the ninth (9th) business day of the month.

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First Revised Sheet No. 214 First Revised Sheet No. 214: Effective

Superseding: Original Sheet No. 214

GENERAL TERMS AND CONDITIONS (Cont'd)

(6) Transporter is not required to post zero imbalances.

- (7) Netting, posting, and trading of imbalances shall be accomplished based upon Transporter's current method for accounting for imbalances and Transporter is not required to institute daily imbalance procedures.
- (8) Transporter shall enable the imbalance trading process by: receiving the Request for Imbalance Trade, receiving the Imbalance Trade Confirmation, sending the Imbalance Trade Notification, and reflecting the trade prior to or on the next monthly Shipper Imbalance.
- (9) When trading imbalances, Shippers shall specify a quantity.
- (10) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter.
- (11) After receipt of an Imbalance Trade Confirmation, Transporter shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than twelve (12) noon (C.T.) the next business day.
- (12) To account for any imbalances after imbalance trading, where Transporter associates such imbalance with a service agreement, Shipper and Transporter shall agree to designate one of Shipper's valid service agreements in the Operational Impact Area where the original imbalance occurred, for such purpose.

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Tenth Revised Sheet No. 216 Tenth Revised Sheet No. 216

Superseding: Ninth Revised Sheet No. 216

GENERAL TERMS AND CONDITIONS (Continued)

### 19. PENALTIES

The penalties set forth in this Section apply to the FTS-1, FTS-2, ITS-1, ITS-2, AS-Gulf, IPP-Gulf,

PAL and IMS Rate Schedules, unless otherwise indicated in this Section or the individual Rate Schedules.

19.1 Takes in Excess of Total Firm Entitlements. If Shipper's takes within a zone on any Day exceed 103

percent of its Total Firm Entitlement (TFE) for that zone, Shipper shall be assessed and pay a penalty based

on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gulf,

Louisiana" as published in Platts Gas Daily price survey for all such quantities in excess of 103 percent of

its applicable TFE. This penalty will be waived if the unauthorized overrun does not cause an operational problem.

19.2 Failure to Interrupt Service. If Shipper fails to interrupt service as directed by Transporter pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions, and thereby delivers

gas to or takes gas from Transporter in excess of 103 percent of the sum of the lowered Scheduled Daily Receipt Quantity or Scheduled Daily Delivery Quantity under all applicable Rate Schedules set by Transporter's

interruption order, Shipper shall be assessed and pay penalties based on a price per  $\mathsf{Dth}$  equal to three times

the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in Platts Gas Daily

price survey for all quantities taken or delivered in excess of its Scheduled Daily Receipt Quantity or Daily

Scheduled Delivery Quantity. The penalties set forth in this Section and in Section 19.1 shall not both be

assessed for the same actions by Shipper.

19.3 Failure to Comply with OFO. If Shipper fails to comply with an operational flow order issued by

Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty

shall be assessed on all quantities taken or delivered in violation of that OFO based on a price per Dth equal

to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in

Platts Gas Daily price survey for the days on which the OFO is issued.

- 19.4 Delivery Point Scheduling Penalty.
- (a) Non-Critical Day Scheduling Penalty. When a Critical Day has not been declared, Shipper must

pay a daily scheduling penalty for each Dth Transporter delivers to Shipper at the Delivery Point that varies

by 1000 Dth or by 5% or more over or under scheduled quantities, which ever is greater. The daily scheduling

penalty will be equal to the currently effective rate for service under Transporter's Rate Schedule ITS-1 for

each Dth by which Transporter's deliveries at Shipper's Delivery Point vary by 1000 Dth or 5% or more from

scheduled quantities, which ever is greater. The non-Critical Day scheduling penalty based on the ITS-1 rate

does not apply when a Critical Day has been declared.

(b) Critical Day Scheduling Penalty. When a Critical Day has been declared, Shipper must pay a daily scheduling penalty for each Dth Transporter delivers to Shipper at the Delivery Point that varies by

1,000 Dth or by 3% or more over or under scheduled quantities, which ever is greater. When Transporter

has

declared a Critical Day, the scheduling penalty will be equal to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in Platts Gas Daily price survey for each Dth by which Transporter's deliveries vary by 1,000 Dth or by 3% or more from scheduled quantities, which ever is greater.

- (c) Shipper must pay the daily scheduling penalty in addition to any other applicable charges.
- (d) Transporter may not impose a non-Critical Day scheduling penalty for the same conduct for which it imposes a Critical Day scheduling penalty, and may not impose either a Critical Day or non-Critical Day scheduling penalty for the same conduct that is also subject to a TFE, Failure to Interrupt or OFO penalty.
- (e) Scheduling penalties will not apply at points of interconnection for which an OBA exists.
  - 19.5 Cumulative Monthly Imbalance Cash-Out Mechanism.
- (a) Definition of Cumulative Monthly Imbalance. A Cumulative Monthly Imbalance means: any outstanding imbalance associated with prior months that have yet to be cashed out plus the difference between
- (1) the total gas quantities Transporter actually received from or for Shipper's account (adjusted for Retainage) at the point(s) of receipt under all of Shipper's firm and interruptible transportation service
- agreement(s), interruptible paper pool service agreement(s), and aggregation service agreement(s); and (2)

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GENERAL TERMS AND CONDITIONS (Continued)

### 19. PENALTIES

The penalties set forth in this Section apply to the FTS-1, FTS-2, ITS-1, ITS-2, AS-Gulf, IPP-Gulf, PAL and IMS Rate Schedules, unless otherwise indicated in this Section or the individual Rate Schedules.

19.1 Takes in Excess of Total Firm Entitlements. If Shipper's takes within a zone on any Day exceed 103

percent of its Total Firm Entitlement (TFE) for that zone, Shipper shall be assessed and pay a penalty based

on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in Platts Gas Daily price survey for all such quantities in excess of 103 percent of

its applicable TFE. This penalty will be waived if the unauthorized overrun does not cause an operational problem.

19.2 Failure to Interrupt Service. If Shipper fails to interrupt service as directed by Transporter pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions, and thereby delivers

gas to or takes gas from Transporter in excess of 103 percent of the sum of the lowered Scheduled Daily Receipt Quantity or Scheduled Daily Delivery Quantity under all applicable Rate Schedules set by Transporter's interruption order, Shipper shall be assessed and pay penalties based on a price per Dth equal

to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in

Platts Gas Daily price survey for all quantities taken or delivered in excess of its Scheduled Daily Receipt

Quantity or Daily Scheduled Delivery Quantity. The penalties set forth in this Section and in Section 19.1

shall not both be assessed for the same actions by Shipper.

19.3 Failure to Comply with OFO. If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty

shall be assessed on all quantities taken or delivered in violation of that OFO based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in Platts Gas Daily price survey for the days on which the OFO is issued.

19.4 Delivery Point Scheduling Penalty. Shipper must pay a daily scheduling penalty for each Dth Transporter delivers to Shipper at the Delivery Point that varies by 5% or more over or under scheduled quantities or by 2% or more over or under scheduled quantities if a critical notice has been issued. The daily scheduling penalty will be equal to the currently effective rate for service under Transporter's Rate

Schedule ITS-1 for each Dth by which Transporter's deliveries at Shipper's Delivery Point vary by 5% or more

from scheduled quantities. When Transporter has issued a critical notice, the scheduling penalty will be equal to three times the midpoint of the range of prices reported for "Columbia Gulf, Louisiana" as published in Platts Gas Daily price survey for each Dth by which Transporter's deliveries vary by 2% or more

from scheduled quantities as long as the critical notice is in effect. Shipper must pay the daily scheduling

penalty in addition to any other applicable charges.

- 19.5 Cumulative Monthly Imbalance Cash-Out Mechanism.
- (a) Definition of Cumulative Monthly Imbalance. A Cumulative Monthly Imbalance means: any outstanding imbalance associated with prior months that have yet to be cashed out plus the difference between (1) the total gas quantities Transporter actually received from or for Shipper's account (adjusted

for Retainage) at the point(s) of receipt under all of Shipper's firm and interruptible transportation service agreement(s), interruptible paper pool service agreement(s), and aggregation service agreement(s);

and (2) the total gas quantities Transporter actually delivered to or for Shipper's account at the point(s)

of delivery under all of Shipper's firm and interruptible transportation service agreement(s), interruptible

paper pool service agreement(s), and aggregation service agreement(s).

- (b) Netting. For each rate zone, Cumulative Monthly Imbalances will be netted among Shipper's firm and/or interruptible transportation service agreement(s), interruptible paper pool service agreement(s)
- and aggregation service agreement(s) with Transporter.

(c) Trading. The trading of Cumulative Monthly Imbalances will be allowed between Shippers from the 1st calendar day until the end of the 17th Business Day following the end of the Month. Trading will be allowed when the resulting trade will reduce the imbalances for each Shipper. Trading will be allowed within each rate zone for the Cumulative Monthly Imbalance associated with each zone. No fee will

assessed for this intra-zone imbalance trading.

Columbia Gulf Transmission Company FERC Gas Tariff Second Revised Volume No. 1

Sixth Revised Sheet No. 216 Superseding Fifth Revised Sheet No. 216

Issued by: Carl W. Levander, Vice President

Issued on: October 25, 2002

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GENERAL TERMS AND CONDITIONS (Continued)

the total gas quantities Transporter actually delivered to or for Shipper's account at the point(s) of delivery under all of Shipper's firm and interruptible transportation service agreement(s), interruptible paper pool service agreement(s), and aggregation service agreement(s).

(b) Netting. For each rate zone, Cumulative Monthly Imbalances will be netted among Shipper's firm and/or interruptible transportation service agreement(s), interruptible paper pool service agreement(s) (s)

and aggregation service agreement(s) with Transporter.

(c) Trading. The trading of Cumulative Monthly Imbalances will be allowed between Shippers from the 1st calendar day until the end of the 17th Business Day following the end of the Month. Trading will be

allowed when the resulting trade will reduce the imbalances for each Shipper. Trading will be allowed within

each rate zone for the Cumulative Monthly Imbalance associated with each zone. No fee will be assessed for this intra-zone imbalance trading.

- (d) Transportation Charges for Inter-Zone Netting and Trading. A Shipper that nets or trades imbalances across rate zones will be assessed the appropriate transportation charges and retainage for the required movement of gas.
- (e) Netting and Trading Process. With the exception of the off-system zone on Transporter's system, the process for netting and trading will follow this sequence:
- (1) Shippers are permitted to net Cumulative Monthly Imbalances within rate zones.
  - (2) Shippers are permitted to trade Cumulative Monthly Imbalance within rate zones, and can voluntarily move gas between rate zones to collect imbalances for trading purposes. Transportation across rate zones will be subject to the appropriate transportation charges and retainage.

With respect to Netting and Trading, a Shipper that is long one month and short the next month cannot offset the two months via netting or trading. Each month's imbalance can only be offset with an opposite imbalance incurred for the same month.

- (3) If any Cumulative Monthly Imbalances remain in any rate zone that Shippers have not cleared by the 17th Business Day of the month following, Transporter will net those Cumulative Monthly Imbalances to the least-cost rate zone (i.e., the rate zone that results in the lowest transportation charge to the Shipper), based on the applicable maximum transportation rate and retainage across the rate zones.
- (4) Any Shipper with a remaining Cumulative Monthly Imbalance is cashed-out by Transporter in accordance with Section 19.6.
- (f) Correction of Imbalances During the Month. Shipper or Shipper's agent may nominate transactions (in accordance with GTC Section 6) during the course of the month in order to correct imbalances. Third parties may offer imbalance management services to Shippers on Transporter's system. Transporter's ability to receive or deliver imbalance quantities will depend upon Transporter's physical operations, and Transporter will not be obligated to allow receipt or delivery of quantities for the resolution of imbalances if Transporter determines that activity would jeopardize the operational integrity of its system.
- (g) Cash Settlement to Eliminate Imbalances for Prior Period Adjustments ("PPA"). Subject to the rights in Sections  $19.5\,(b)-(e)$ , Netting and Trading, Transporter will provide an invoice credit for PPA quantities that are over-received and an invoice charge for PPA quantities that are over-delivered. If the
- PPA imbalance is in the opposite position than the original imbalance (i.e. original position was short and
- PPA was long or vice versa), than the PPA imbalance will be credited or charged at the originally charged "Buy" or "Sell" price described in Section 19.6, up to the original imbalance quantities. If an imbalance remains after the original imbalance is reversed, then the remaining PPA imbalance will be credited or charged at the index "Midpoint" price. If the PPA imbalance is the same position as the original imbalance.
- or if there was no original imbalance, then the PPA imbalance will be credited or charged at the index "Midpoint" price.

(h) Determination of "Index Midpoint" Price. For the month in which the imbalance occurred, the index "Midpoint" price per Dekatherm used in the calculation will be the arithmetic average of the original month's "Buy" and the "Sell" price, multiplied by a factor of 1.0

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Original Sheet No. 216A Original Sheet No. 216A: Suspended

GENERAL TERMS AND CONDITIONS (Continued)

- (d) Transportation Charges for Inter-Zone Netting and Trading. A Shipper that nets or trades imbalances across rate zones will be assessed the appropriate transportation charges and retainage for the required movement of gas.
- (e) Netting and Trading Process. With the exception of the off-system zone on Transporter's system, the process for netting and trading will follow this sequence:
- (1) Shippers are permitted to net Cumulative Monthly Imbalances within rate zones.
  - (2) Shippers are permitted to trade Cumulative Monthly Imbalance within rate zones, and can voluntarily move gas between rate zones to collect imbalances for trading purposes. Transportation across rate zones will be subject to the appropriate transportation charges and retainage.

With respect to Netting and Trading, a Shipper that is long one month and short the next month cannot offset the two months via netting or trading. Each month's imbalance can only be offset with an opposite imbalance incurred for the same month.

- (3) If any Cumulative Monthly Imbalances remain in any rate zone that Shippers have not cleared by the 17th Business Day of the month following, Transporter will net those Cumulative Monthly Imbalances to the least-cost rate zone (i.e., the rate zone that results in the lowest transportation charge to the Shipper), based on the applicable maximum transportation rate and retainage across the rate zones.
- (4) Any Shipper with a remaining Cumulative Monthly Imbalance is cashed-out by Transporter in accordance with Section 19.6.
- (f) Correction of Imbalances During the Month. Shipper or Shipper's agent may nominate transactions (in accordance with GTC Section 6) during the course of the month in order to correct imbalances. Third parties may offer imbalance management services to Shippers on Transporter's system. Transporter's ability to receive or deliver imbalance quantities will depend upon Transporter's physical operations, and Transporter will not be obligated to allow receipt or delivery of quantities for the resolution of imbalances if Transporter determines that activity would jeopardize the operational integrity of its system.
- (g) Cash Settlement to Eliminate Imbalances for Prior Period Adjustments ("PPA"). Subject to the rights in Sections  $19.5\,(b)-(e)$ , Netting and Trading, Transporter will provide an invoice credit for PPA quantities that are over-received and an invoice charge for PPA quantities that are over-delivered. If the
- PPA imbalance is in the opposite position than the original imbalance (i.e. original position was short and
- PPA was long or vice versa), than the PPA imbalance will be credited or charged at the originally charged "Buy" or "Sell" price described in Section 19.6, up to the original imbalance quantities. If an imbalance remains after the original imbalance is reversed, then the remaining PPA imbalance will be credited or charged at the index "Midpoint" price. If the PPA imbalance is the same position as the original imbalance,
- or if there was no original imbalance, then the PPA imbalance will be credited or charged at the index "Midpoint" price.
- (h) Determination of "Index Midpoint" Price. For the month in which the imbalance occurred, the index "Midpoint" price per Dekatherm used in the calculation will be the arithmetic average of the original

month's "Buy" and the "Sell" price, multiplied by a factor of 1.0

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First Revised Sheet No. 216B First Revised Sheet No. 216B: Pending

Superseding: Original Sheet No. 216B

GENERAL TERMS AND CONDITIONS (Continued)

19.6 Cash-Out Resolution of Cumulative Monthly Imbalances.

All Cumulative Monthly Imbalances remaining after netting and trading, negative or positive, will be cashed-out on a monthly basis pursuant to the following process:

(a) Excess Deliveries (Negative Imbalances).

Subject to netting and trading pursuant to Section 19.5, if Shipper has accrued a Cumulative Monthly Imbalance due to Transporter's delivery of excess gas quantities to Shipper (Negative Imbalance), then Shipper will pay Transporter the Cash-Out "Sell" Price for the Negative Imbalance at the Price Tier specified for each stated percentage of excess deliveries. The Cash-Out "Sell" Price will equal the highest price published weekly during the month, plus the first week of the succeeding month, by Natural Gas Week for "Columbia Gulf-Rayne" or "Columbia Gulf-Erath."

Percentage of Excess Deliveries

Price Tier

>0 to 5%	100% of Sell Price
>5 to 10%	115% of Sell Price
>10 to 15%	125% of Sell Price
>15 to 20%	140% of Sell Price
>20%	150% of Sell Price

For purposes of determining the Price Tier at which a Negative Imbalance will be cashed out, each price will

apply only to quantities within that tier. For example, if there is a 6% Cumulative Monthly Imbalance, quantities that comprise the first 5% of the imbalance are priced at 100% of the index price, and quantities

comprising the remaining 1% of the imbalance are priced at 115% of the applicable price. The "Sell" price will be "Columbia Gulf-Rayne" or "Columbia Gulf-Erath," which ever is higher.

(b) Excess Receipts (Positive Imbalances).

Subject to netting and trading pursuant to Section 19.5, if Shipper has accrued a Cumulative Monthly Imbalance due to Transporter's receipt of excess gas quantities from Shipper (Positive Imbalance), then Transporter will pay Shipper the Cash-Out "Buy" Price for the Positive Imbalance at the Price Tier specified for each stated percentage of excess receipts. The Cash-Out "Buy" Price will equal the lowest price published weekly during the month, plus the first week of the succeeding month, by Natural Gas Week for "Columbia Gulf-Rayne" or "Columbia Gulf-Erath."

Percentage of Excess Receipts

Price Tier

>0 to 5%	100% of Buy Price
>5 to 10%	85% of Buy Price
>10 to 15%	75% of Buy Price
>15 to 20%	60% of Buy Price
>20%	50% of Buy Price

For purposes of determining the Price Tier at which a Positive Imbalance will be cashed out, each price will

apply only to quantities within that tier. For example, if there is a 6% Cumulative Monthly Imbalance, quantities that comprise the first 5% of the imbalance are priced at 100% of the index price, and quantities

comprising the remaining 1% of the imbalance are priced at 85% of the applicable price. The "Buy" price will

be "Columbia Gulf-Rayne" or "Columbia Gulf-Erath," which ever is lower.

(c) If the designated publication (or specific postings) is discontinued, Transporter will revise Sections 19.6(a) and 19.6(b) to substitute another price index that meets the criteria established by Commission for the publishers of price indices.

Effective Date: 08/01/2008 Status: Suspended

FERC Docket: RP07-174-000

Original Sheet No. 216B Original Sheet No. 216B: Suspended

GENERAL TERMS AND CONDITIONS (Continued)

19.6 Cash-Out Resolution of Cumulative Monthly Imbalances.

All Cumulative Monthly Imbalances remaining after netting and trading, negative or positive, will be cashed-out on a monthly basis pursuant to the following process:

(a) Excess Deliveries (Negative Imbalances).

Subject to netting and trading pursuant to Section 19.5, if Shipper has accrued a Cumulative Monthly Imbalance due to Transporter's delivery of excess gas quantities to Shipper (Negative Imbalance), then Shipper will pay Transporter the Cash-Out "Sell" Price for the Negative Imbalance at the Price Tier specified for each stated percentage of excess deliveries. The Cash-Out "Sell" Price will equal the highest price published weekly during the month, plus the first week of the succeeding month, by Natural Gas Week for "Columbia Gulf-Rayne" or "Columbia Gulf-Erath."

Percentage of Excess Deliveries

Price Tier

>0 to 5%	100% of Sell Price
>5 to 10%	115% of Sell Price
>10 to 15%	125% of Sell Price
>15 to 20%	140% of Sell Price
>20%	150% of Sell Price

For purposes of determining the Price Tier at which a Negative Imbalance will be cashed out, each price will

apply only to quantities within that tier. For example, if there is a 6% Cumulative Monthly Imbalance, quantities that comprise the first 5% of the imbalance are priced at 100% of the index price, and quantities

comprising the remaining 1% of the imbalance are priced at 115% of the applicable price.

(b) Excess Receipts (Positive Imbalances).

Subject to netting and trading pursuant to Section 19.5, if Shipper has accrued a Cumulative Monthly Imbalance due to Transporter's receipt of excess gas quantities from Shipper (Positive Imbalance), then Transporter will pay Shipper the Cash-Out "Buy" Price for the Positive Imbalance at the Price Tier specified for each stated percentage of excess receipts. The Cash-Out "Buy" Price will equal the lowest price published weekly during the month, plus the first week of the succeeding month, by Natural Gas Week for "Columbia Gulf-Rayne" or "Columbia Gulf-Erath."

Percentage of Excess Receipts

Price Tier

>0 to 5%	100% of Buy Price
>5 to 10%	85% of Buy Price
>10 to 15%	75% of Buy Price
>15 to 20%	60% of Buy Price
>20%	50% of Buy Price

For purposes of determining the Price Tier at which a Positive Imbalance will be cashed out, each price will

apply only to quantities within that tier. For example, if there is a 6% Cumulative Monthly Imbalance, quantities that comprise the first 5% of the imbalance are priced at 100% of the index price, and quantities

comprising the remaining 1% of the imbalance are priced at 85% of the applicable price.

(c) If the designated publication (or specific postings) is discontinued, Transporter will revise Sections 19.6(a) and 19.6(b) to substitute another price index that meets the criteria established by Commission for the publishers of price indices.

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FERC Docket: RP07-174-001

where

First Revised Sheet No. 216C First Revised Sheet No. 216C: Pending

Superseding: Original Sheet No. 216C

GENERAL TERMS AND CONDITIONS (Continued)

19.7 Annual Cash-Out Report.

Transporter will file an Annual Cash-Out Report that will calculate, on a system-wide basis, the annual gross revenue balance (positive or negative) derived from the cash-out program, using the following procedure:

(a) Transporter will determine the cash balance and volumetric gas balance ("Cash Pool") of its cash-out program as of May 31 on an annual basis, including the cash subject to credit calculation ("Cash Pool Determination"). The Cash Pool will be determined by crediting all revenues attributable to high/low

pricing of imbalances, regardless of the imbalance tier, to the annual determination of net cash-out loss or

gain, and will credit net-positive cash-out revenues in accordance with this Section 19.7. On or before September 1, Transporter will file a report with the Commission which provides the results of the Cash Pool

Determination as calculated below. Any positive Cash Pool Determination will be credited to Shippers. Any positive Cash Pool Determination subject to crediting pursuant to this provision will be credited to shippers

by September 30 pro rata based on transportation throughput for the twelve month period ending on May 31. Any

deficiency of cash shall be carried forward to the next Cash Pool Determination.

- (1) If the Cash Pool balances include a positive or zero volumetric gas balance and a positive cash balance, the resulting positive Cash Pool Determination will be subject to crediting.
  - (2) If the Cash Pool balances include a negative volumetric gas balance and a positive cash balance, the following formula will be used to determine if there is a positive Cash Pool Determination that will be subject to crediting.

Positive cash balance + (Negative volumetric gas balance \* August NYMEX gas closing price) = Cash Pool Determination.

- (b) Transporter will carry forward to its next annual Cash-Out report any positive Cash Pool Determination that is less than \$250,000.
- (c) Interest will be calculated on the balances in the Cash Pool in accordance with Section 154.501(d) of the Commission's Regulations.
- (d) Transporter's operational purchases and sales of gas pursuant to Section 41 of the General Terms and Conditions will not be included in the Cash Pool.
- (e) Variances between actual gas receipts and actual deliveries at each point covered by an OBA will be resolved in accordance with the terms of the OBA. Shippers will be deemed to be in balance with Transporter and will not be subject to Transporter's Cumulative Monthly Imbalance Cash-Out Mechanism

the receipt point and delivery point are both covered by an OBA.

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FERC Docket: RP07-174-000

Original Sheet No. 216C Original Sheet No. 216C: Suspended

GENERAL TERMS AND CONDITIONS (Continued)

19.7 Annual Cash-Out Report.

Transporter will file an Annual Cash-Out Report that will calculate, on a system-wide basis, the annual gross revenue balance (positive or negative) derived from the cash-out program, using the following procedure:

(a) Transporter will determine the cash balance and volumetric gas balance ("Cash Pool") of its cash-out program as of May 31 on an annual basis, including the cash subject to credit calculation ("Cash Pool Determination"). On or before September 1, Transporter will file a report with the Commission which provides the results of the Cash Pool Determination as calculated below. Any positive Cash Pool Determination

will be credited to Shippers. Any positive Cash Pool Determination subject to crediting pursuant to this provision will be credited to shippers by September 30 pro rata based on transportation throughput for the

twelve month period ending on May 31. Any deficiency of cash shall be carried forward to the next Cash Pool

Determination.

- (1) If the Cash Pool balances include a positive or zero volumetric gas balance and a positive cash balance, the resulting positive Cash Pool Determination will be subject to crediting.
  - (2) If the Cash Pool balances include a negative volumetric gas balance and a positive cash balance, the following formula will be used to determine if there is a positive Cash Pool Determination that will be subject to crediting.

Positive cash balance + (Negative volumetric gas balance \* August NYMEX gas closing price) = Cash Pool Determination.

- (b) Transporter will carry forward to its next annual Cash-Out report any positive Cash Pool Determination that is less than \$250,000.
- (c) Interest will be calculated on the balances in the Cash Pool in accordance with Section 154.501(d) of the Commission's Regulations.

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Seventh Revised Sheet No. 217 Seventh Revised Sheet No. 217

Superseding: Sixth Revised Sheet No. 217

GENERAL TERMS AND CONDITIONS (Continued)

19.8 Miscellaneous.

- (a) All penalties and charges assessed under this Section shall be paid in addition to the applicable transportation rates and charges, including any overrun charge.
- (b) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined at Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter.

General Terms and Conditions, Snipper shall document such force majeure event to Transporter. Transporter shall

waive penalties to the extent that it determines that the imbalance or scheduling variance was caused by a bona

fide force majeure event as defined at Section 15.

(c) In the event Shipper, or any other individual or entity receiving or delivering gas on behalf
of, as an assignee of, or otherwise for the benefit of Shipper, does not (i) provide the schedules, allocations,
or other data required by this Section, Section 6 (Nominating, Scheduling, and Monitoring) or Section 8 (Meter
Allocations) of the General Terms and Conditions, or by any other provision of this Tariff on or before the due
dates scheduled by Transporter, or (ii) provide other data required by Transporter within two business days
after Transporter requests such data, Transporter shall have the right to impose penalties based upon the

data data data, Transporter shall have the right to impose penalties based upon the

otherwise available to Transporter, without regard to actual imbalances. Shipper shall have no right to contest

the imposition of such penalties on the basis that the imbalance levels reflected in the data available to

Transporter are at variance with actual imbalance levels.

- (d) Transporter may waive its right to collect all or any portion of the penalties assessed against Shipper, provided that any such waiver is granted in a nondiscriminatory manner.
- (e) To the extent that any imbalance or scheduling variance directly results from Shipper's reliance on inaccurate data from Transporter, or is otherwise caused by Transporter, no penalty will be assessed

for that portion of the imbalance or scheduling variance shown by Shipper to be attributable to such inaccurate data.

- (f) Transporter will bill penalties based upon volume information available at its close of a business month. The volume information may be subject to adjustment. Transporter will review the aggregate impact of any such adjustments on Shipper's account for a given flow month. If the aggregate impact of adjustments benefits Shipper, Transporter will adjust the penalty bill accordingly. If the aggregate impact of adjustments worsens Shipper's position, Transporter will not adjust the penalty bill.
- (g) Only one penalty will be assessed to a Shipper pursuant to Section 19.1 even though that Shipper's imbalance gas may be transported through more than one zone under one or more service agreements between Shipper and Transporter.
  - (h) The term "zone" is defined as:

(i) the Mainline Zone, designated as being Transporter's pipeline system

Rayne, Louisiana to Leach, Kentucky;

(ii) the Offshore Zone, designated as being Transporter's pipeline system

from

lying

offshore Louisiana, plus the onshore segment from Pecan Island to Egan, Louisiana; or

system

(iii) the Onshore Zone, designated as being Transporter's remaining pipeline which belongs to neither the Mainline nor Offshore Zones.

identified

 $\mbox{(iv)}$  the Offsystem-Onshore Zone, designated as being those facilities in Section 1.25 herein.

Effective Date: 08/01/2008 Status: Suspended

FERC Docket: RP07-174-000

Fifth Revised Sheet No. 217 Fifth Revised Sheet No. 217: Suspended

Superseding: Fourth Revised Sheet No. 217

GENERAL TERMS AND CONDITIONS (Continued)

### 19.8 Miscellaneous.

- (a) All penalties and charges assessed under this Section shall be paid in addition to the applicable transportation rates and charges, including any overrun charge.
- (b) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined at Section 15 (Force Majeure) of the

General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter

shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined at Section 15.

(c) In the event Shipper, or any other individual or entity receiving or delivering gas on behalf of, as an assignee of, or otherwise for the benefit of Shipper, does not (i) provide the schedules.

allocations, or other data required by this Section, Section 6 (Nominating, Scheduling, and Monitoring) or

Section 8 (Meter Allocations) of the General Terms and Conditions, or by any other provision of this

or before the due dates scheduled by Transporter, or (ii) provide other data required by Transporter within

two business days after Transporter requests such data, Transporter shall have the right to impose penalties

based upon the data otherwise available to Transporter, without regard to actual imbalances. Shipper shall

have no right to contest the imposition of such penalties on the basis that the imbalance levels reflected in

the data available to Transporter are at variance with actual imbalance levels.

- (d) Transporter may waive its right to collect all or any portion of the penalties assessed against Shipper, provided that any such waiver is granted in a nondiscriminatory manner.
- (e) To the extent that any imbalance directly results from Shipper's reliance on inaccurate data from Transporter, or is otherwise caused by Transporter, no penalty will be assessed for that portion of

the imbalance shown by Shipper to be attributable to such inaccurate data.

(f) Transporter will bill penalties based upon volume information available at its close of a business month. The volume information may be subject to adjustment. Transporter will review the aggregate

impact of any such adjustments on Shipper's account for a given flow month. If the aggregate impact of adjustments benefits Shipper, Transporter will adjust the penalty bill accordingly. If the aggregate impact

of adjustments worsens Shipper's position, Transporter will not adjust the penalty bill.

- (g) Only one penalty will be assessed to a Shipper pursuant to Section 19.1 even though that Shipper's imbalance gas may be transported through more than one zone under one or more service agreements between Shipper and Transporter.
  - (h) The term "zone" is defined as:
  - (i) the Mainline Zone, designated as being Transporter's pipeline system from Rayne, Louisiana to Leach, Kentucky;
  - (ii) the Offshore Zone, designated as being Transporter's pipeline system lying offshore Louisiana, plus the onshore segment from Pecan Island to Egan, Louisiana; or
  - (iii) the Onshore Zone, designated as being Transporter's remaining pipeline system which belongs to neither the Mainline nor Offshore Zones.
  - (iv) the Offsystem-Onshore Zone, designated as being those facilities identified in Section  $1.25\ \mathrm{herein}$ .

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FERC Docket: RP07-174-005

Seventh Revised Sheet No. 218 Seventh Revised Sheet No. 218

Superseding: Sixth Revised Sheet No. 218

GENERAL TERMS AND CONDITIONS (Continued)

19.9 Penalty Crediting Mechanism.

 $\hbox{ (a)} \qquad \qquad \hbox{The purpose of this provision is to provide the mechanism by which Transporter shall} \\$ 

"Penalty Revenues," as defined herein, to "Non-Penalized Shippers."

- (b) For purposes of this Section, the following definitions shall apply:
- (i) The term "Penalty Revenues" shall mean penalty amounts assessed and actually collected, net of Transporter's costs, during each month of a contract year (November 1 to October 31), pursuant to the penalty provisions of this Tariff; exclusive of (A) Transporter's actual gas, transportation

and retainage costs for the replenishment of gas quantities with respect to PAL Rate Schedule Section  $5\,(b)$  and

IMS Rate Schedule Section 5(c), and (B) overrun charges imposed pursuant to the terms of any of Transporter's

Rate Schedules.

(ii) The term "Non-Penalized Shippers" shall mean Shippers, other than Shippers that

assessed penalties during any month of a contract year (November 1 to October 31) pursuant to the penalty

provisions of this Tariff, under all of Transporter's Rate Schedules, except the AS-Gulf and IPP-Gulf Rate

Schedules.

- (c) At the end of the contract year, Transporter shall calculate the amount of Penalty Revenues for
- each month of the preceding contract year. Transporter will include interest on the Penalty Revenues balance
- at the rate specified in the Commission's Regulations at Section 154.501(d)(1). Transporter shall allocate

such Penalty Revenues for that month to the Non-Penalized Shippers based on their actual throughput for that

month and in the case of service under Rate Schedule PAL, Transporter shall allocate such Penalty Revenues based on Non-Penalized Shipper's PAL service agreement account balance for that month. Transporter

shall credit the bills of Non-Penalized Shippers that are the original capacity holders (and not Assignees

under
Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions) for such allocated

amounts within 60 days of the end of the contract year.

- (d) Transporter will file a report within 60 days of the close of the contract year showing the
- Penalty Revenues, the costs netted against the Penalty Revenues, and the resulting Penalty Revenue credits for

each month of the contract year (November 1 to October 31). The report will (1) identify Transporter's incremental out-of-pocket costs that were caused by Shipper misconduct and the Shipper misconduct that caused

the costs; (2) account separately for these costs; and (3) provide supporting documentation of the costs and

the Shipper misconduct that caused them.

- 19.10 Critical Day Requirement for Penalties.
- (a) A "Critical Day" for transportation will be declared by Transporter whenever Transporter, in

Transporter's reasonable discretion, determines (based on criteria such as weather forecasts, line pack,

storage conditions, pipeline pressures, horsepower availability, system supply and demand, and other operational circumstances) that operating conditions are such that Transporter faces a threat to its system

integrity and/or to Transporter's ability to meet its firm service obligations. With the exception of

(1)

Failure to Interrupt penalties imposed pursuant to Sections 16 and 19 of the General Terms And Conditions

and/or the Failure to Interrupt provisions of individual rate schedules, (2) OFO penalties imposed pursuant to

the provisions of Sections 17 and 19 of the General Terms And Conditions and/or the OFO provisions of individual rate schedules, (3) Delivery Point Scheduling Penalties imposed pursuant to Section 19.4 of the

General Terms and Conditions, and (4) Cumulative Month Imbalance Cash-Out pursuant to Section 19.5 of

General Terms and Conditions, Transporter will not impose penalties under this Section 19 and under any rate

schedule unless a Critical Day, as defined above, has been declared and is in effect on Transporter's system.

For penalties ascribed for conduct that occurs over a monthly as opposed to a daily period of time, these

monthly penalties will be imposed only if Transporter has declared a Critical Day on any day occurring in that

monthly period.

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Fifth Revised Sheet No. 218 Fifth Revised Sheet No. 218: Suspended

Superseding: Fourth Revised Sheet No. 218 GENERAL TERMS AND CONDITIONS (Continued)

Penalty Crediting Mechanism. 19.9

- Penalty Crediting Mechanism.

  (a) The purpose of this provision is to provide the mechanism by which Transporter shall credit any "Penalty Revenues," as defined herein, to "Non-Penalized Shippers."
  - (b) For purposes of this Section 19.6 the following definitions shall apply:
- The term "Penalty Revenues" shall mean penalty amounts assessed and actually collected, net of Transporter's costs, during each month of a contract year (November 1 to October 31), pursuant to the penalty provisions of this Tariff; exclusive of (A) Transporter's actual gas, transportation

and retainage costs for the replenishment of gas quantities with respect to PAL Rate Schedule Section

IMS Rate Schedule Section 5(c), and (B) overrun charges imposed pursuant to the terms of any of Transporter's Rate Schedules.

The term "Non-Penalized Shippers" shall mean Shippers, other than Shippers that were assessed penalties during any month of a contract year (November 1 to October 31) pursuant to the penalty provisions of this Tariff, under all of Transporter's Rate Schedules, except the AS-Gulf and IPP-Gulf Rate Schedules.

(c) At the end of the contract year, Transporter shall calculate the amount of Penalty Revenues for each month of the preceding contract year. Transporter will include interest on the Penalty Revenues balance at the rate specified in the Commission's Regulations at Section 154.501(d)(1). Transporter

allocate such Penalty Revenues for that month to the Non-Penalized Shippers based on their actual throughput

for that month and in the case of service under Rate Schedule PAL, Transporter shall allocate such

Revenues based on Non-Penalized Shipper's PAL service agreement account balance for that month. Transporter

shall credit the bills of Non-Penalized Shippers that are the original capacity holders (and not

under Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions) for such allocated amounts within 60 days of the end of the contract year.

(d) Transporter will file a report within 60 days of the close of the contract year showing the Penalty Revenues, the costs netted against the Penalty Revenues, and the resulting Penalty Revenue credits

for each month of the contract year (November 1 to October 31). The report will (1) identify Transporter's

incremental out-of-pocket costs that were caused by Shipper misconduct and the Shipper misconduct that caused the costs; (2) account separately for these costs; and (3) provide supporting documentation of the costs and the Shipper misconduct that caused them.

Columbia Gulf Transmission Company FERC Gas Tariff Second Revised Volume No. 1

Issued by: Carl W. Levander, Vice President

Issued on: October 25, 2002

Second Revised Sheet No. 218 Supersedina First Revised Sheet No. 218

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First Revised Sheet No. 219 First Revised Sheet No. 219: Pending

Superseding: Original Sheet No. 219
GENERAL TERMS AND CONDITIONS (Continued)

(b) Except for force majeure events and/or events or conditions which threaten the integrity of Transporter's system or Transporter's ability to meet its firm service obligations, Transporter will notify

Shippers at least 24 hours in advance on its Internet EBB (1) the effective dates of the Critical Day; (2)

the type of penalties that will be applicable during the Critical Day period; and (3) to the extent applicable, the Market Areas where penalties will be applied. If due to declaration of a Critical Day, a monthly penalty becomes applicable, Transporter will notify Shippers by posting on its Internet EBB notice

that the monthly penalty is applicable. Within two weeks of a Critical Day event, Transporter will post information on its EBB describing the events leading up to the declaration of the Critical Day.

(c) Transporter anticipates that Critical Day penalties will be implemented to impose system discipline to ensure Transporter's ability to meet its firm service obligations. To the extent Critical Day

penalties are no longer imposing system discipline, such that Transporter's firm service obligations are being threatened, Transporter can implement an OFO to alleviate conditions threatening the integrity of Transporter's system. Transporter can also implement an OFO to deal with sudden, unexpected and catastrophic events on its system.

(d) When reasonably feasible, Transporter will post notices on its EBB advising that if Shippers take certain specific actions, Transporter may be able to avoid the issuance of a Critical Day, or minimize

the sequential issuance of Critical Days.

Effective Date: 03/05/2006 Status: Effective

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Fourth Revised Sheet No. 220 Fourth Revised Sheet No. 220: Effective

Superseding: Third Revised Sheet No. 220
GENERAL TERMS AND CONDITIONS (Continued)

# 20. DISCOUNTING

- 20.1 In General. Transporter may at any time in its sole discretion selectively discount the rate(s) applicable to any individual Shipper under the Rate Schedules set forth in Volume No. 1 of this Tariff; provided, however, that such discounted rate(s) shall not be less than the Minimum Rate(s) for the applicable service as set forth in the currently-effective rate sheets of this Tariff. If Transporter discounts any rate to any Shipper, Transporter shall file with the Commission any required reports respecting such adjusted rate. Transporter and Shipper shall enter into a written agreement describing the terms of any such discounting of Shipper's rate(s).
- 20.2 Apportionment of Discounts. For each transaction discounted pursuant to this provision, the amount of the discount (the difference between the maximum rate otherwise applicable to the transaction and the total rate to be billed) shall be apportioned among the components of the Base Tariff Rate.
- 20.3 Allocation or Interruption. To the extent that Transporter allocates or interrupts service rights based upon price, as set forth in Section 7 (Capacity Allocation) and Section 16 (Interruptions of Service) of the General Terms and Conditions, the price utilized by Transporter for such purposes, where rates for service have been discounted by Transporter, shall be Shipper's discounted rate for the service.
- 20.4 Refunds. If the rates charged Shipper exceed the rates ultimately approved by the Commission, any required refund shall be made based on the amount by which the rate actually collected from Shipper exceeds the rate approved by the Commission.

Columbia Gulf Transmission Company FERC Gas Tariff Second Revised Volume No. 1

Issued by: Carl W. Levander, Vice President

Issued on: October 28, 2002

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Original Sheet No. 221 Original Sheet No. 221: Effective

SHEET NOS. 221 AND 222 ARE BEING RESERVED FOR FUTURE USE

Original Sheet No. 223 Original Sheet No. 223: Effective

GENERAL TERMS AND CONDITIONS (Continued)

#### 21. REGULATORY FEES

Shipper shall pay to Transporter all fees required by the Federal Energy Regulatory Commission, or any regulatory body having jurisdiction, relating to service provided under any of Transporter's Rate Schedules including, but not limited to, filing, reporting, and application fees.

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SHEET NOS. 224 AND 225 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 226 Original Sheet No. 226: Effective

GENERAL TERMS AND CONDITIONS (Continued)

# 22. POSSESSION OF GAS

After Shipper delivers gas or causes gas to be delivered to Transporter at the point(s) of receipt specified in the Service Agreement, Transporter shall be deemed to be in control and possession of the gas

until thermally equivalent quantities (less Retainage) are redelivered to Shipper or for the account of Shipper at the point(s) of delivery. Shipper shall have no responsibility with respect to any gas deliverable by Transporter or on account of anything which may be done, happen, or arise with respect to such

gas until Transporter delivers such gas to Shipper or for the account of Shipper. Transporter shall have

no responsibility with respect to such gas before Shipper delivers or causes such gas to be delivered to Transporter or after Transporter redelivers such gas to Shipper or for the account of Shipper, or on account

of anything which may be done, happen, or arise with respect to such gas before such delivery or after such

redelivery.

Original Sheet No. 227 Original Sheet No. 227 : Effective

SHEET NOS. 227 AND 228 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 229 Original Sheet No. 229: Effective

GENERAL TERMS AND CONDITIONS (Continued)

23. WARRANTY OF TITLE TO GAS

Each Shipper under this Tariff warrants for itself, its successors and assigns, that Shipper or the party on whose behalf Shipper is acting will at the time of delivery to Transporter for transportation have good and merchantable title to or good right to receive all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. Shipper will indemnify Transporter

and save it harmless from all suits, actions, regulatory proceedings, debts, damages, costs,

losses

and expenses (including reasonable attorney fees) arising from or out of adverse claims arising

from fees

breach of this warranty (including, without limitation, claims for any royalties, taxes, license

or charges applicable to such gas or to the delivery thereof to Transporter for transportation under

Transporter's applicable Rate Schedule). Assignees under Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions shall be considered to be "Shippers" for purposes

of this Section, and therefore Releasors under Section 14 shall not be liable under this Section for

breach of the foregoing warranty by its Assignees.

Original Sheet No. 230 Original Sheet No. 230: Effective

SHEET NOS. 230 AND 231 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Second Revised Sheet No. 232 Second Revised Sheet No. 232: Effective

Superseding: First Revised Sheet No. 232
GENERAL TERMS AND CONDITIONS (Continued)

### 24. WARRANTY OF ELIGIBILITY FOR TRANSPORTATION

(a) Each shipper under this Tariff warrants for itself, its successors and assigns, that all gas delivered to Transporter for transportation shall be eligible for transportation in interstate

commerce under applicable rules, regulations or orders of the FERC. Shipper will indemnify Transporter and

save it harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees), and regulatory proceedings arising from breach of this warranty. Replacement Shippers under Section

14 (Release and Assignment of Service Rights) of the General Terms and Conditions shall be considered to be

"Shippers" for purposes of this Section, and therefore Releasors under Section 14 shall not be liable under

this section for breach of the foregoing warranty by its Replacement Shippers.

(b) Where transportation will be provided under \$ 311 of the National Gas Policy Act (15 U.S.C. \$ 3371) and pursuant to Subpart B of Part 284 of the Commission's Regulations (18 C.F.R. \$ 284.101 et seq.), Shipper warrants that such transportation service is authorized to be provided within the

meaning of 18 C.F.R. Section 284.102 (d)(3), if the local distribution company or intrastate pipeline company on whose behalf the transportation service is being provided will not have physical custody of and

transport the gas or will not hold title to the gas. Where transportation will be provided under Transporter's blanket certificate, Shipper warrants that an interstate pipeline will receive some economic

benefit from the transaction.

Original Sheet No. 233 Original Sheet No. 233 : Effective

SHEET NOS. 233 AND 234 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/16/2008 Status: Effective

FERC Docket: RP04-98-004

Second Revised Sheet No. 235 Second Revised Sheet No. 235

Superseding: Original Sheet No. 235

GENERAL TERMS AND CONDITIONS (Continued)

#### 25. GAS QUALITY

- 25.1 All gas tendered hereunder shall comply with the following specifications:
- Be natural gas and be commercially free from dust, gum, gum-forming (a) constituents, water, paraffin and other objectionable solid and/or liquid matter.
  - (b) Contain not more than one grain of hydrogen sulphide per 100 cubic feet.
  - Contain not more than 20 grains of total sulphur per 100 cubic feet. (c)
- (d) Contain not more than four percent by volume of nitrogen and carbon dioxide
- combined.
- (e) Contain not more than three percent by volume of carbon dioxide.
- (f) Contain not more than one percent by volume of oxygen.
- (q) Contain not more than seven pounds of water vapor per 1,000,000 cubic feet.
- (h) Have a gross heating value of not less than 978 Btu per cubic foot.
- (i) Have a temperature of not less than 40 degrees Fahrenheit and not more than 120 degrees Fahrenheit.
- Hydrocarbon Dewpoint Specification. Transporter may not refuse to accept receipt of 25.2 gas with
- a Cricondentherm Hydrocarbon Dewpoint ("CHDP") equal to or less than fifteen degrees Fahrenheit (15°F),
- that gas satisfies all other applicable provisions of Transporter's FERC Gas Tariff. This standard will be
- referred to as Transporter's Hydrocarbon Dewpoint Safe Harbor. Transporter may, as operationally necessary, establish and post on its EBB a CHDP limit for receipts (no lower than the Hydrocarbon Dewpoint Safe
- Harbor) that would prevent actual or anticipated hydrocarbon liquid fallout on Transporter's system, or assure
- that gas
- would be accepted for delivery at interconnects with interstate or intrastate pipelines, end-users, and local
- distribution companies.
- (a) Transporter has discretion to impose CHDP limits on its entire system, or on specified
- portions of its system in a not unduly discriminatory manner, provided that any limit will not be lower than the
- Hydrocarbon Dewpoint Safe Harbor, except as provided in Section 25.4. When Transporter posts a CHDP limit on
- its system, or for specified portions of its system, all gas receipts into the affected areas must meet the
- posted CHDP limit. Such posted CHDP limits shall remain in effect no longer than necessary.
- (b) For purposes of posting CHDP limits, Transporter's system is divided into four HDP
- Segments. The Market Segment includes all of Transporter's system at and downstream of Rayne, Louisiana; the
- West Lateral Segment includes all points west of Rayne, excluding the Blue Water System; the Blue Water System
- Segment includes all points on the Blue Water System at and upstream of Egan, Louisiana; and the East Lateral
- Segment includes all points east of Rayne, excluding the Blue Water System.

Effective Date: 07/16/2008 Status: Effective

FERC Docket: RP04-98-004

First Revised Sheet No. 236 First Revised Sheet No. 236 Superseding: Original Sheet No. 236 GENERAL TERMS AND CONDITIONS (Continued) (c) Monitoring Points. Transporter will establish Monitoring Points on its system for thepurpose of posting and monitoring compliance with any CHDP limits issued pursuant to Section 25.2. Transporterwill post a list of Monitoring Points on its EBB. Transporter will establish at least one Monitoring Point oneach HDP Segment on its system. Transporter may revise or establish additional Monitoring Points asoperationally necessary and will post any such changes on its EBB. Transporter will provide as much notice asreasonably possible and will attempt to provide at least thirty (30) days notice prior to establishing orrevising a Monitoring Point. Transporter will, unless unable to do so, provide at least thirty (30) days of CHDP data for the new Monitoring Point and will continue to make data available for any previously established Monitoring Point(s) for at least ninety (90) days. (d) Transporter will not require gas to be processed if it meets the posted CHDP limit withoutprocessing at receipt points If gas does not meet a posted CHDP limit at the upstream of a processing plant. (e) receipt point, Transporter will acceptreceipt of that gas if (i) Shipper provides to Transporter proof of processing at a plant within the HDP Segmentwhere the gas is received and the CHDP of the gas at the tailgate of the plant satisfies the CHDP limit for theapplicable HDP Segment; or (ii) if Transporter has approved a pairing arrangement for the gas pursuant tosubsection (g) below. Transporter will provide as much notice of any revision to a CHDP limit as reasonablypossible and will attempt to provide that notice at least ten (10) days before the effective date of therevision.

(g) Pairing. To the extent operationally feasible, and subject to the conditions below, Transporter may allow a Shipper whose gas does not meet a posted CHDP limit to contractually pair its gas withanother shipper whose gas satisfies the posted CHDP limit, or to self-pair its own gas supplies, so that the combined supply meets the posted CHDP limit. Shipper wishing to contractually pair, or to self-pair, must provide Transporter with a written proposal (including, but not limited to e-mail or facsimile) for the pairing of its volumes. Upon receipt of a pairing proposal can physically proposal, Transporter will determine whether the occur on Transporter's system without causing undue risk to Transporter's operations. (iii) If Transporter determines that Shipper's proposal is physically possible, then Transporter will evaluate whether the commingled stream that would result from the proposal satisfies the posted CHDP To the extent that Transporter determines that the pairing proposal limit. does not meet one or more of the above listed conditions, Transporter will provide Shipper a written denial specifying the basis for this determination. Transporter will permit all Shippers interested in pairing to post relevant data, including contact information, on its EBB.

Effective Date: 02/15/2010 Status: Effective

FERC Docket: RP10-315-000

First Revised Sheet No. 237 First Revised Sheet No. 237

Superseding: Original Sheet No. 237

# GENERAL TERMS AND CONDITIONS (Continued)

(h) Transporter will post on its EBB, within 24 hours after making the calculations, each CHDP
value Transporter calculates at the Monitoring Points. Transporter will perform the CHDP calculations for Section 25.2, using the Peng-Robinson equation of state and C6+ assumptions consistent with industry practices.

Upon a Shipper's request and expense, Transporter will perform a C9+ analysis at that Shipper's receipt or delivery point, provided that in no event will Transporter be required to perform a C9+ analysis at any one

receipt or delivery point more frequently than once every twelve months, except if a new source of supply has

been added at that point.

25.3 Acceptance of Non-Conforming Gas. If the gas received by Transporter from any source ever fails to

meet the specifications in Sections 25.1 or 25.2, then Transporter may elect to either continue to receive gas

or refuse to take all or a portion of that gas until the gas is brought into conformity with these specifications. Nothing in this Section 25.3 will prevent Transporter from waiving any quality specifications

in Sections 25.1 or 25.2 where the acceptance of non-conforming gas will not, in Transporter's reasonable judgment, adversely impact Transporter's operations, or adversely affect the ability of gas to be accepted for

delivery at interconnects with interstate or intrastate pipelines, end-users and local distribution companies.

Transporter will post all waivers granted pursuant to this provision on its EBB.

- 25.4 Operational Flow Orders. None of the specifications and restrictions set forth in Sections 25.1 or
- 25.2 shall be deemed to negate, reduce or limit Transporter's authority to issue Operational Flow Orders consistent with Section 17 of the General Terms and Conditions of this Tariff to provide for the safe and reliable operation of its system.

Effective Date: 07/01/1996 Status: Effective

FERC Docket: RP96-261-000

First Revised Sheet No. 238 First Revised Sheet No. 238 : Effective

Superseding: Original Sheet No. 238

GENERAL TERMS AND CONDITIONS (Continued)

# 26. MEASUREMENT

- 26.1 Measuring station(s) and equipment shall be installed in accordance with Transporter's specifications, by which the volumes of gas delivered hereunder shall be determined.
- 26.2 Orifice Meters When orifice meters are used, the gas delivered shall be measured with meters designed, constructed and installed, and whose computations of volumes are made, in accordance
- with the provision of AGA Measurement Committee Report No. 3 of the American Gas Association as reprinted and revised September 1985, (AGA Report No. 3), with any subsequent amendments or revisions

which may be mutually acceptable to the parties.

26.3 Positive or Turbine Meters - When positive meters are used, the gas delivered shall be measured with meters designed, constructed and installed, and whose computations of volumes are made,

in accordance with the provisions of AGA Measurement Report No. 6 (AGA Report No. 6). When turbine

meters are used, the gas delivered shall be measured with meters designed, constructed and installed,

and whose computations of volumes are made, in accordance with the provisions of AGA Measurement

Committee Report No. 7 (AGA Report No. 7). Subsequent amendments or revisions of either AGA Report

No. 6 or 7 which may be mutually acceptable to the parties may be utilized.

26.4 The unit of volume for purposes of measurement of volumes hereunder shall be a "cubic foot of gas" as defined in Section 1.4 of these General Terms and Conditions.

be

Original Sheet No. 239 Original Sheet No. 239: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26.5 The Transporter shall determine the deviation of the gas from Ideal Gas Laws in accordance with the methods prescribed in American Par Research NX-19 (NX-19) Report, titled " Manual for the Determination of Supercompressibility Factors for Natural Gas". In making such determination Transporter may also utilize any subsequent amendments, expansions or supersessions of the NX-19 Report which may be mutually acceptable to the parties. 26.6 For purposes of measurement and equipment calibration, the atmospheric pressure shall

assumed to be constant at 14.7 pounds per square inch absolute.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 240 Original Sheet No. 240: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26.7 The parties hereto shall preserve (or cause to be preserved) all test data, charts, and other

similar records, including binary or machine-readable representations of information stored in computer memory or other electronic devices which are created through the use of Electronic

Measurement, in accordance with applicable rules and regulations of the Federal Energy Regulatory

Commission (Commission) or other regulatory bodies having jurisdiction with respect to the retention

of such records, but in no case less than three years.

The Transporter may, at its option, determine the heating value of the gas with a recording calorimeter or chromatograph. If the Transporter does not elect to use a recording

calorimeter, the heating value of the gas shall be determined by the Transporter from continuous samples

taken under tender conditions and run on a chromatograph. Effective Date: 05/02/2008 Status: Effective

FERC Docket: RP08-305-001

Second Revised Sheet No. 241 Second Revised Sheet No. 241

Superseding: First Revised Sheet No. 241

GENERAL TERMS AND CONDITIONS (Continued)

26.9 Where Electronic Measurement is not utilized, the Transporter shall determine the temperature of the gas by the continuous use of a recording thermometer. The daily average of the temperatures recorded each day shall be deemed the gas temperature and shall be used in computing the volumes of gas for that day.

26.10 Testing and Correction of Metering Errors.

(a) The accuracy of all measuring equipment will be verified by its operator ("Operating Party") at least once each year and if requested, in the presence of representatives of the other party ("Non-Operating Party"); provided, however, that the Operating Party will not be required to verify the accuracy of the equipment more than once in any thirty (30) day period. The costs of all regular testing will be borne solely by the Operating Party.

(b) If the Non-Operating Party at any time desires a special (i.e., non-routine) test of any measuring equipment, it will promptly notify the Operating Party, who will verify the accuracy of the equipment within ten (10) business days, unless otherwise agreed to by the parties. Unless otherwise agreed to in writing, the cost of any special testing, repair and calibration (including transportation and related expenses) will be borne by the Non-Operating Party if the measurement equipment is found not to be in error such that previous Recordings from the equipment must be corrected under the provisions of this section. If measuring equipment is found to be in error, such that previous Recordings from the equipment must be corrected under this Section, the costs of any special testing, repair and calibration (including transportation) will be borne by the Operating Party, unless otherwise agreed to in writing.

- (c) If, upon any regular or special testing, any measuring equipment is found to be in error, it will immediately be repaired and adjusted by the Operating Party to record correctly. If (1) the total measurement adjustment for the period of error is greater than 500 Dth and the total error is greater than 1% or (2) the total measurement adjustment for the period of error is greater than 10,000 Dth, any quantities previously recorded by the tested equipment will be corrected to zero error for any period of error which is known definitely or agreed upon by the parties. If the period of error is not known definitely or agreed upon, the correction will be for a period extending over one half of the time elapsed since the date of the last test.
- (d) In the event any measuring equipment is out of service, or is determined to be registering inaccurately and the error is not determinable by test, previous Recordings from such equipment, or the volumes of gas or quantities of energy received or delivered through such equipment, will be estimated:
- (1) by using the registration of any check meter or meters if installed and accurately registering;
- (2) in the absence of check meters, by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation;
- $\hbox{(3)} \qquad \hbox{in the absence of check meters or the possibility of calibrations, by using } \\ \text{Recordings}$

or quantities received or delivered through such equipment during periods under similar conditions when

the equipment was registering accurately; or

considered accurate in computing receipts or deliveries.

(4) as otherwise agreed by Transporter and Shipper.

The volumes of gas and quantities of energy, as determined in this Section 26.10(d) will be used in determining the volumes of gas and quantities of energy received or delivered for any known or agreed upon applicable period. In case the period is not known or agreed upon, the estimated receipts or deliveries will be used in determining the quantity of gas received or delivered hereunder during the latter half of the period beginning on the date of the immediately preceding test and ending on the date the measuring equipment has been adjusted to record accurately. The Recordings of the measuring equipment during the first half of this period will be

(e) The provisions of this Section will take precedence in the event of a conflict with any Agreement between Transporter and any other party regarding the testing and repair of measurement equipment.

 $\textbf{Original Sheet No. 242} \; \texttt{Original Sheet No. 242} \; : \quad \texttt{Effective}$ 

SHEET NO. 242 IS BEING RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 243 Original Sheet No. 243: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26.10 The Transporter, may at its option, determine the specific gravity of the gas with a recording gravitometer. The daily average of the specific gravities recorded each day shall be deemed the specific gravity and shall be used in computing the volumes of gas for that day. If the

Transporter does not elect to use a recording gravitometer, the specific gravity of the gas shall

be determined from a spot sample using a portable Ranarex or other mutually acceptable device.

26.11 The Transporter shall determine the water content with a portable Meeco water analyzer or by other mutually acceptable device.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 6-005

Original Sheet No. 244 Original Sheet No. 244: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26.12 Electronic Measurement may be utilized in lieu of calculations based upon charts and chart recorders, and may be used with orifice, positive, or turbine meters. When Electronic Measurement is utilized, the process variables necessary for the flow calculation are generated, where possible, by transmitters located on or near the flow computer. Where process variables are not available from transmitters located on or near the flow computer, necessary values will be supplied by prospective application of the arithmetic or other average of values taken from generally accepted analytical instrument(s). Where Electronic Measurement is utilized, the flow calculations generated and electronic records based upon such calculations shall be accepted and utilized in substitution for charts and other documentary records. If the transmitters used to provide process variables

are found to be out of calibration when tested then the requirements of paragraph 2.17 shall be followed in determining the volume of gas tendered.

Original Sheet No. 245 Original Sheet No. 245 : Effective

SHEET NOS. 245 THROUGH 247 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

First Revised Sheet No. 248 First Revised Sheet No. 248: Effective

Superseding: Original Sheet No. 248

GENERAL TERMS AND CONDITIONS (Continued)

27. SCHEDULES AND CONTRACTS SUBJECT TO REGULATION AND REVISION

This Tariff, including the Rate Schedules, the General Terms and Conditions, and the respective obligations of the parties under the Service Agreements and assignment Agreements, is subject to all valid

laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

Original Sheet No. 249 Original Sheet No. 249: Effective

SHEET NOS. 249 AND 250 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-342-000

Second Revised Sheet No. 251 Second Revised Sheet No. 251: Effective

Superseding: First Revised Sheet No. 251
GENERAL TERMS AND CONDITIONS (Continued)

#### 28. NOTICES

Unless otherwise specifically provided in this Tariff, particularly with regard to notices and communications required through Transporter's EBB, or through EDI, any notice, request, demand, or communication provided for in these General Terms and Conditions or in the Rate Schedules, or any other notice that Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of Transporter or Shipper, or at such other address as either shall designate for formal written notice. Any notice, request,

demand, communication, or other posting made on Transporter's EBB or on EDI as required by this Tariff shall

be considered as duly delivered when transmitted by the sending party. Monthly payments, except those required to be made by wire or other electronic transfer, shall be considered as duly delivered when mailed

by either registered or ordinary mail. Routine communications by telephone between members of the operating

staffs of Transporter and Shipper shall be considered duly delivered without confirmation by mail. If Transporter is required by this Tariff to provide any notice, request, demand or other communication to a Shipper by telephonic communication, Transporter may, at its option, make such communication via Electronic

Notice Delivery without any telephonic communication. System-wide notices shall have a separate category for notices which are not critical.

Original Sheet No. 252 Original Sheet No. 252: Effective

SHEET NOS. 252 AND 253 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Second Revised Sheet No. 254 second Revised Sheet No. 254 : Effective

Superseding: First Revised Sheet No. 254
GENERAL TERMS AND CONDITIONS (Continued)

### 29. COMPLAINT RESOLUTION PROCEDURE

Any Shipper or potential Shipper may make a written complaint to Transporter, Attention: Vice President, Commercial Services, regarding any dispute between Shipper and Transporter arising under this Tariff. Shipper must specify each reason for the dispute. Within two business days of receiving a complaint, Transporter shall provide an initial response to complainant, acknowledging receipt of the complaint and requesting further information as appropriate. Within 30 days after receipt of Shipper's complaint, Transporter shall appoint a Committee composed of the Vice President, Market Development, and any other necessary personnel to review the complaint and provide a written decision to the complainant addressing each element thereof and, where appropriate, recommending a course of action. In the event the complainant disagrees with this determination and makes a written request for reconsideration or clarification, specifying each reason the complainant disagrees with the initial determination, the Committee shall consider such request and within 30 days after receipt thereof shall render its final written decision to complainant, addressing each element thereof and, where appropriate, recommending a course of action.

Original Sheet No. 255 Original Sheet No. 255 : Effective

SHEET NOS. 255 THROUGH 258 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

Effective Date: 01/14/2006 Status: Effective

FERC Docket: RP06-145-000

Third Revised Sheet No. 259 Third Revised Sheet No. 259 : Effective Superseding: Second Revised Sheet No. 259

Third Revised Sheet No. 259 cancels and supercedes the following tariff sheet:

Second Revised Sheet No. 259

This sheet is being RESERVED FOR FUTURE USE

Original Sheet No. 260 Original Sheet No. 260 : Effective

SHEET NOS. 260 AND 261 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP04-373-000

Sixth Revised Sheet No. 262 Sixth Revised Sheet No. 262: Effective

Superseding: Fifth Revised Sheet No. 262
GENERAL TERMS AND CONDITIONS (Continued)

- 31. GAS RESEARCH INSTITUTE GENERAL RD&D FUNDING UNITS
- 31.1 Voluntary Contribution Mechanism. Pursuant to the GRI Settlement approved by FERC order issued April 29, 1998, at Docket No. RP97-149-003, et al. (83 FERC 61,093), Columbia Gulf has agreed to be a
- voluntary collection agent for Shippers who voluntarily choose to contribute to GRI programs through a "check-
- the-box" mechanism on its billing invoices. The amounts collected through the mechanism will not be part of
- Columbia Gulf's jurisdictional rates and FERC will not review or approve any amounts submitted by Shippers. The
- "check-the-box" mechanism will allow Shippers to state the amount of their voluntary contribution and the programs they wish the amount to be applicable to.
- 31.2 Remittance to GRI. Transporter shall remit to GRI, not later than 15 days after the receipt
- thereof, all monies received by the "check-the-box" mechanism, less any amounts properly payable to Federal,
- State or local authorities relating to the monies received hereunder. In addition to the amounts received under
- the "check-the-box" mechanism, Columbia Gulf shall state the amounts applicable to the specific projects indicated by Shippers.

Original Sheet No. 263 Original Sheet No. 263: Effective

SHEET NOS. 263 AND 264 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Second Revised Sheet No. 265 Second Revised Sheet No. 265: Effective

Superseding: First Revised Sheet No. 265
GENERAL TERMS AND CONDITIONS (Continued)

32. ANNUAL CHARGE ADJUSTMENT (ACA)

### 32.1 Purpose.

(a) Pursuant to Section 3401(a)(1) of the Omnibus Budget Reconciliation Act of 1986 (Budget Act), the Commission is required to "assess and collect fees and annual charges in any fiscal year in amounts equal to all of the costs incurred by the Commission in that fiscal year." Order Nos. 472 and 472-A, issued by the Commission on May 29, 1987, and June 17, 1987, respectively, in Docket No. RM87-3-000, amend the Commission's Regulations to establish annual charges as required by the Budget Act. Pursuant to those regulations, Transporter is assessed, and pays to the Commission, an allocated annual assessment (Annual Charge).

- (b) For the purpose of reimbursing Transporter for the Annual Charge it pays to the Commission, this Section establishes, pursuant to Section 154.402 of the Commission's Regulations, an Annual Charge Adjustment (ACA) rate applicable to: (i) Shippers under Transporter's FTS-1, FTS-2, ITS-1 and ITS-2 Rate Schedules, as set forth on the applicable rate tariff sheets of this Tariff, and (ii) Shippers under those Rate Schedules set forth in Volume No. 2 of this Tariff that incorporate rates from Volume No. 1 of this Tariff.
- 32.2 Basis of the ACA Rate. Transporter's ACA rate shall be the increment specified by the Commission for such charge for that fiscal year (October 1 through September 30). The current ACA rate is set forth at Sheet Nos. 018 and 019 of this Tariff. Transporter does not intend to recover any Annual Charges in an NGA Section 4 rate filing.1/
- 32.3 Filing of Annual Charge Adjustment. Transporter shall file rate changes as necessary to reflect in the ACA rate any changes in the Annual Charge ordered by the Commission. Any such filing shall become effective without suspension or refund obligation.

1/ In Order No. 472, the Commission gave natural gas pipelines the choice of implementing an ACA clause,

or including their annual charges in Account 928 (Regulatory Commission Expenses) for consideration in general rate filings made pursuant to Section 154.402(b) of the Commission's Regulations. While exercising the ACA clause option at this time, Transporter reserves the right to switch to the general rate filing method at a future date. If Order No. 472 annual charges are included in the cost of service in any future rate case, Transporter would file therein to eliminate its ACA rate and Tariff provision.

Original Sheet No. 266 Original Sheet No. 266: Effective

SHEET NOS. 266 AND 267 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 04/01/2005 Status: Effective

FERC Docket: RP05-221-001

Fourth Revised Sheet No. 268 Fourth Revised Sheet No. 268: Effective

Superseding: Third Revised Sheet No. 268
GENERAL TERMS AND CONDITIONS (Continued)

- 33. TRANSPORTATION RETAINAGE ADJUSTMENT (TRA)
- 33.1 In General. Retainage, as defined at Section 1 of the General Terms and Conditions, shall apply to all Rate Schedules in Volume Nos. 1 and 2 of this Tariff that provide for Retainage to be supplied by Shipper (the Applicable Rate Schedules). The amount of such Retainage shall be determined based upon the Retainage percentage, as set forth on the applicable rate tariff sheets of this Tariff. That Retainage percentage shall be established initially by Transporter's Order No. 636 Compliance Filing and shall be adjusted pursuant to the Retainage adjustment mechanism set forth in this Section.
- 33.2 Transporter's TRA Filing. Annually, or at such other times as Transporter in its reasonable discretion determines necessary based upon operating or other conditions, Transporter shall adjust the Retainage percentage, to take into account both prospective changes in Retainage requirements and unrecovered Retainage quantities from the preceding period as described at Section 33.4 below. That Retainage adjustment shall be effected by means of Transporter's filing of a Transportation Retainage Adjustment (TRA), which shall be filed with the Commission (i) annually on or before March 1 to become effective April 1 (Annual TRA Filing), and (ii) at such other times as required by operating or other conditions, to become effective 30 days after filing (Periodic TRA Filing).
- 33.3 Accounting for Activity. Transporter will account for all under or over recovered company-use, lost and unaccounted-for quantities in Account No. 186.
- 33.4 Retainage Percentage. The Retainage percentage, as adjusted by Transporter through its TRA filings, shall consist of the sum of (i) the current Retainage percentage, and (ii) the unrecovered Retainage percentage, calculated in the following manner:
- (a) In each Annual and Periodic TRA Filing, Transporter shall calculate the current Retainage percentage by (i) estimating the total company-use, lost, and unaccounted-for quantities required under the applicable Rate Schedule during the 12-month period commencing with the effective date of Transporter's TRA filing (Current Retainage Quantities) and (ii) dividing that amount by the total quantities (excluding off-system quantities) estimated by Transporter to flow under the Applicable Rate Schedules during the same 12-month period commencing with the effective date of the TRA filing (Current Transportation Quantities).
- (b) In each Annual TRA Filing, Transporter shall calculate the unrecovered Retainage percentage by: (i) determining the total system company-use, lost, and unaccounted-for quantities for the preceding calendar year (Preceding Annual Period); (ii) subtracting the total system Retainage quantities retained by Transporter during that Preceding Annual Period; (iii) allocating the result (the Unrecovered Retainage Quantities), whether positive or negative, to the onshore lateral, offshore lateral, and mainline zones based on each zone's respective percentage of Current Transportation Quantities (excluding off-system quantities); and (iv) dividing the allocated Unrecovered Retainage Quantities by the Current Transportation Quantities (excluding off-system quantities) attributable to each zone.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Sixth Revised Sheet No. 268 Sixth Revised Sheet No. 268

Superseding: Fourth Revised Sheet No. 268

GENERAL TERMS AND CONDITIONS (Continued)

33. INCENTIVE FIXED FUEL ("IFF") MECHANISM

33.1 In General.

Retainage, as defined at Section 1 of the General Terms and Conditions, shall apply to all Rate Schedules in Volume Nos. 1 and 2 of this Tariff that provide for Retainage to be supplied by Shipper (the "Applicable Rate Schedules"). The amount of such Retainage shall be determined based upon

the

Retainage percentage, as set forth on the applicable rate tariff sheets of this Tariff.

The IFF mechanism set forth in this Section 33 is replacing the Transportation Retainage

Adjustment

("TRA") mechanism previously set forth in Section 33 of the General Terms and Conditions of this

Tariff; provided, however that:

(a) The TRA mechanism provided for the recovery of "Unrecovered Retainage Quantities" as such term

was previously defined in Section 33.4(b) of the General Terms and Conditions of this Tariff.

Unrecovered Retainage Quantities were the difference between the total system company-use,

lost, and unaccounted-for quantities for the preceding calendar year and the total system

(b) Shippers under all the Applicable Rate Schedules shall remain liable for any Unrecovered Retainage Quantities from the period that the TRA mechanism was in effect. Transporter shall

remain liable to such Shippers for any excess quantities retained from the period that the TRA

Retainage quantities retained by Transporter during that preceding calendar year.

33.2 Shipper Retainage Revenue Allocation

mechanism was in effect.

Transporter shall calculate revenues from Transporter's sales of excess Retainage to be shared with Shippers as follows:

- (a) For each twelve-month period that this IFF mechanism is in effect ("Annual Period"),
  Transporter shall calculate the difference between the gas provided by Shippers for
  Retainage
  and Transporter's actual company-use gas ("CUG") and lost and unaccounted-for fuel
  ("LAUF")

  ("Excess Retainage").

Effective Date: 04/01/2005 Status: Effective

FERC Docket: RP05-221-001

Third Revised Sheet No. 269 Third Revised Sheet No. 269: Effective

Superseding: Second Revised Sheet No. 269
GENERAL TERMS AND CONDITIONS (Continued)

(c) In each Annual or Periodic TRA Filing, Transporter shall add (i) the current Retainage percentage established in that filing, as calculated in accordance with paragraph (a) above, and (ii) the unrecovered Retainage percentage established in the currently effective Annual TRA Filing (whether a positive figure reflecting an underrecovery or a negative figure reflecting an overrecovery), as calculated in accordance with paragraph (b) above. The resulting total Retainage percentage shall be effective until the effective date of Transporter's next succeeding TRA Filing.

(d) Except as specifically provided for in Section 33.4(b), the methodology of this Section 33.4 specified on paragraphs (a), (b), and (c) shall be separately applicable to the onshore lateral and offshore lateral zones of the FTS-2 and ITS-2 Rate Schedules and the mainline zone of the FTS-1 and ITS-1 Rate Schedules using their respective transportation quantities, excluding off-system quantities, as applicable, associated with each zone.

#### 33.5 Termination.

- (a) If the provisions of this Section are terminated or otherwise rendered inapplicable (termination), Shippers under the Applicable Rate Schedules from the effective date of Transporter's most recent TRA filing through the date of termination (the Termination Period) shall remain liable for any Unrecovered Retainage Quantities. Transporter shall remain liable to such Shippers for any excess quantities retained.
- (b) Any positive or negative balance in Transporter's Unrecovered Retainage Quantities account at the date of termination (i) shall be allocated to any successor services offered by Transporter, or (ii) if no successor services are offered by Transporter, shall be charged or refunded to Shippers under the Applicable Rate Schedules based on the actual quantities that flowed during the Termination Period.

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Fifth Revised Sheet No. 269 Fifth Revised Sheet No. 269

Superseding: Third Revised Sheet No. 269

### GENERAL TERMS AND CONDITIONS (Continued)

Transporter shall calculate its cumulative gross capital investment in Qualified Capital Investments, as such term is defined in Section 33.3 of the General Terms and Conditions (C) of this Tariff, from the date of its filing of this IFF mechanism ("Cumulative Qualified Capital Investments").

(d) Transporter shall calculate the amount, if any, by which the Excess Retainage Revenues exceed 50 percent of Transporter's Cumulative Qualified Capital Investments ("Threshold"). Transporter shall share 10 percent of the amount above the Threshold with Shippers ("Shipper

Retainage Revenues"). Shipper Retainage Revenues shall be determined as follows:

Where:

SRR = 0.10 X [ERR - (0.50 X CQCI)]

SRR = Shipper Retainage Revenues Excess Retainage Revenues ERR =

CQCI = Cumulative Qualified Capital Investments

(e) Transporter shall allocate Shipper Retainage Revenues to each Shipper based on its pro rata share of the total CUG and LAUF retainage provided by Shippers to Transporter through t.he Retainage rates for that such Annual Period covered by Annual Report filed pursuant to Section 33.4.

(f) If at any time the IFF Mechanism is terminated, the Excess Retainage remaining at the time of termination shall be sold within six months.

Qualified Capital Investment Criteria 33.3

"Qualified Capital Investments" shall mean capital investments that are made to reduce CUG and LAUF as set forth in this Section 33.3. Whether Transporter's capital investments are deemed Qualified Capital

Investments for purposes of this Section 33 shall be determined as follows:

Qualified Capital Investments

Investments in the following facilities are deemed to be Qualified Capital Investments for purposes of

determining Shipper Retainage Revenues:

- New engines/compressors that replace existing equipment
- Receipt and delivery meter replacements for improved measurement
- Capital upgrades of meters that improve measurement accuracy
- Capital upgrades of compressors that increase efficiency
- Additional gas chromatographs that improve measurement accuracy but do not replace

existing

equipment

Original Sheet No. 270 <code>Original Sheet No. 270</code> : <code>Effective</code>

SHEET NOS. 270 AND 271 ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Second Revised Sheet No. 270 Second Revised Sheet No. 270

Superseding: Original Sheet No. 270

### GENERAL TERMS AND CONDITIONS (Continued)

Pipe modifications at compressors and meters designed to reduce CUG and LAUF

New suction and discharge pressure regulation and piping at compressor stations designed

0

Load sharing software and non-software investments that improve engine efficiency and

reduce

CUG.

reduce CUG

- · Segmentation meters that help identify LAUF reduction opportunities
- · Other capital investments that are installed to reduce CUG and LAUF
- (b) Non-Qualified Capital Investments

The following facilities are not Qualified Capital Investments and shall not be used to determine Shipper Retainage Revenues ("Non-Qualified Capital Investments"):

 Capital investment in compressors, meters, or other facilities that are installed as part of an

expansion or to increase capacity to provide transportation services
Capital investment that would otherwise be considered normal maintenance

New meters, gas chromatographs, or other facilities that are installed for new delivery

or  ${\tt receipt\ points\ or\ to\ replace\ existing\ equipment\ for\ reasons\ other\ than\ to\ reduce\ CUG\ or\ LAUF }$ 

• Replacement of assets as a result of natural disasters

Assets in service prior to the filing date of this IFF mechanism set forth in this

Section 33

or

of this Tariff

- · Any asset for which Transporter is directly reimbursed for the costs
- Expenses incurred that are not capital investments, including expenses that are incurred

reduce CUG or LAUF

33.4 Annual Report on Shipper Retainage Revenues

Transporter shall calculate the Shipper Retainage Revenues and submit an annual report ("Annual Report") to the Federal Energy Regulatory Commission within 60 days of the end of each Annual Period.

If there are Shipper Retainage Revenues realized during the subject Annual Period, Transporter shall

either (a) credit such Shipper Retainage Revenues to Shippers on the next invoice that Transporter

issues to Shippers after submitting the Annual Report to the Federal Energy Regulatory Commission

- (b) send Shipper a check or wire transfer for the value of such credit contemporaneously with the issuance of such invoice to Shipper. Such Annual Report shall include the following:
  - Calculation of any Shipper Retainage Revenues
  - Schedule of Cumulative Qualified Capital Investments, including:
    - Original cost
    - AFUDC
    - ( In-service date
    - ( Accumulated Depreciation
    - Regulatory Depreciation Rate

Effective Date: 07/01/2010 Status: Pending

FERC Docket: RP10-134-001

Original Sheet No. 271 Original Sheet No. 271

#### GENERAL TERMS AND CONDITIONS (Continued)

- · Schedule of retained gas by month for mainline, onshore, offshore and backhaul
- Schedule of CUG and LAUF identified by mainline, onshore, offshore and backhaul
- Schedule of Excess Retainage sales made identifying the quantity of gas sold, the
- date of sale, and the total sales proceeds
   Delivery throughput
- 33.5 No Impact on Future Rate Proceedings

While the IFF mechanism is in effect, Transporter shall not recover Qualified Capital Investments in its transportation rates. Nothing in this Section 33 shall preclude Transporter from including and recovering the costs of any Qualified or Non-Qualified Capital Investments or any other costs in its rates in future rate proceedings or otherwise have any effect or impact on Transporter's rates in future rate proceedings; provided, 80% of every dollar retained by Transporter in excess of an annual effective return of 24.2% over the period the IFF Mechanism is in effect shall be credited against the net book value of Cumulative Qualified Capital Investments in any future general rate case. In no event will the credit to net book value exceed the total net book value of Cumulative Qualified Capital Investments.

## 33.6 Re-Opener

- (a) No later than the conclusion of the seventh Annual Period, Transporter shall make a limited Section 4 Natural Gas Act filing to replace, modify or retain the IFF mechanism set forth in this Section 33 and, if determined by Transporter, to replace, modify or retain the Retainage percentages.
- (b) Transporter has the right to seek at any time any changes to this Section 33 set forth on the applicable rate tariff sheets of this Tariff pursuant to, at Transporter's sole discretion, a limited Natural Gas Section 4 filing or a general Natural Gas Act Section 4 filing. Shippers have the right to seek at any time any changes to this Section 33 or the Retainage percentages set forth on the applicable rate tariff sheets of this Tariff pursuant to a general Natural Gas Act Section 5 filing. Nothing in Section 33.6(a) of the General Terms and Conditions of this Tariff or elsewhere shall preclude or otherwise limit the right of Transporter and Shippers, as set forth in this Section 33.6(b), to seek changes at any time to this Section 33 or the Retainage percentages; provided, Transporter shall not adjust upward the Retainage percentage during the effectiveness of the IFF program, subject to Transporter's right to make the filing referenced in Section 33.6(a) at any time.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-492-001

Substitute Third Revised Sheet No. 272 Substitute Third Revised Sheet No. 272: Effective

Superseding: Second Revised Sheet No. 272

GENERAL TERMS AND CONDITIONS (Cont'd)

34. Contract Demand Reduction Option

(a) Any Shipper receiving service under a firm transportation Service Agreement with Transporter (whether the service is provided at a Negotiated Rate, Recourse Rate, or a discount to the Recourse Rate) with a remaining term of at least five years, and any Shipper that will receive service under a firm transportation Service Agreement with Transporter (whether the service is provided at a Negotiated Rate, Recourse Rate, or a discount to the Recourse Rate) with an initial term of at least five years, may mutually agree with Transporter to obtain a right to a contract demand reduction ("Reduction Option") in its Service Agreement upon the occurrence of "Regulatory Restructuring" as defined below.

mutually agreed to and inserted in its Service Agreement(s), a Shipper may exercise its Reduction Option at any time all of the prerequisite terms and conditions set forth below are met. A contract demand reduction as that term is used in this Section 34 means, for firm transportation Service Agreements, a "Transportation Demand" reduction. For purposes of this Section 34, the following definition and associated terms and conditions of Shipper eligibility apply:

Regulatory Restructuring: Regulatory Restructuring is defined as an event in which a local distribution company Shipper is required by a final order of a state regulatory agency with authority to regulate the rates and services of such local distribution company Shipper ("State Commission") to provide separate merchant and transportation services pursuant to a retail access or competitive choice program, and both of the following events occur: (1) such State Commission does not approve a mechanism which provides Shipper the opportunity to recover fully all costs incurred by Shipper under Shipper's Service Agreement(s), notwithstanding Shipper's reasonable efforts to seek State Commission approval of a mechanism that allows Shipper the opportunity to recover such costs; and (2) the Shipper is unable to fully recover all of its costs by releasing such Service Agreement(s), including any existing discounted or negotiated rate agreements, pursuant to the capacity release provisions of Transporter's Tariff, in whole or in part, at both the rate provided for under the Service Agreement(s) (or a greater rate) and for the full remaining term of that Service Agreement(s). The contract demand of an individual Service Agreement subject to reduction under this Regulatory Restructuring reduction provision shall be that portion as to which the State Commission denies Shipper cost recovery and which portion cannot be released or assigned at the rates provided under such Service Agreements (or a greater rate) and for the full remaining term of that Service Agreement(s). If a local distribution company Shipper is also served by other natural gas pipelines in addition to Transporter, the contract demand subject to reduction on Transporter shall be a pro rata amount based on the respective levels of firm transportation service that Shipper holds on Transporter and such other natural gas pipelines; provided, if a local distribution company Shipper can show (1) that it entered into a Service Agreement(s) with another pipeline solely to transport supplies to a location unrelated to load lost as a result of Regulatory Restructuring and (2) that the Shipper has never used the Service Agreement(s) with the other pipeline to supply the load lost as result of Regulatory Restructuring, then the capacity associated with such Service Agreement(s) will be excluded from the pro-rata calculation.

(b) Shipper must establish its entitlement to a Regulatory Restructuring Reduction Option by demonstrating that the provisions of Section 34(a) have been met. For purposes of establishing the requirement that Shipper cannot release the capacity under the provisions of Transporter's Tariff, Shipper

must demonstrate that the capacity has been posted on Transporter's EBB for thirty (30) days, and that no Shipper has agreed to purchase the capacity, in whole or in part, at the rate provided for under the relevant Service Agreement(s) (or a greater rate) and for the full remaining term of that Service Agreement(s). Shipper must provide Transporter with sixty (60) days written notice of its intent to exercise the Regulatory Restructuring Reduction Option. The effective date of the Regulatory Restructuring

Reduction Option will be the latter of the effective date of the Regulatory Restructuring or the end of the sixty (60) day written notice period. Transporter will utilize the sixty (60) days to verify that the Shipper is entitled to the Regulatory Restructuring Reduction Option. If Transporter determines that Shipper is not so entitled, Transporter will provide written notice as soon as possible, but in no event later than 5 business days after the end of the initial sixty (60) day period.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-492-001

Substitute Original Sheet No. 273 Substitute Original Sheet No. 273: Effective

GENERAL TERMS AND CONDITIONS (Cont'd)

(c) The details of any mutual agreement between Transporter and Shipper shall be reflected in the appropriate blanks in a Service Agreement between the parties and shall be posted on Transporter's EBB in accordance with the Commission's Regulations.

- (d) Transporter shall be under no obligation to grant any request for a Regulatory Restructuring Reduction Option, but Transporter shall not unduly discriminate against Shippers when determining whether to
- mutually agree to a Regulatory Restructuring Reduction Option.
- (e) Any portions of any Service Agreement that is subject to termination in accordance with the provisions of this section and that are necessary to correct any natural gas imbalances or make any payments

required under the Service Agreement as required by the General Terms and Conditions will survive the termination until such time as the balancing or payment has been accomplished.

Original Sheet No. 274 Original Sheet No. 274 : Effective

SHEET NOS. 274 THROUGH 275 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Second Revised Sheet No. 276 Second Revised Sheet No. 276 : Effective Superseding: First Revised Sheet No. 276

Second Revised Sheet No. 276 cancels and supercedes First Revised Sheet No. 276.

Sheet No. 276 is

RESERVED FOR FUTURE USE.

Effective Date: 11/01/1994 Status: Effective

FERC Docket: RP94-219-000

First Revised Sheet No. 277 First Revised Sheet No. 277 : Effective Superseding: Original Sheet No. 277

SHEET NOS. 277 THROUGH 279 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/01/1996 Status: Effective

FERC Docket: RP96-261-000

First Revised Sheet No. 280 First Revised Sheet No. 280 : Effective

Superseding: Original Sheet No. 280

GENERAL TERMS AND CONDITIONS (Continued)

- 36. EXCESS DEFERRED INCOME TAXES.
- 36.1 Flow-back of Excess Deferred Income Taxes. Transporter shall flow back excess income taxes in

accordance with the provisions of Article I, Section J of the June 29, 1989 settlement approved by the Commission in Docket No. RP86-167, and Article I, Section A(2)(e) of the November 9, 1992 settlement approved by the Commission in Docket No. RP91-160.

- 36.2 Revised Rates at End of Amortization Period. Not less than 30 days prior to the end of the amortization period for flow-back of such excess deferred income taxes, Transporter shall file revised rates in a limited Section 4(e) proceeding for the limited purpose of eliminating such flow-back from
- rates at the end of the amortization period. The revised rates shall become effective on the first day of

the first month following 30 days after the date of filing.

- 36.3. True-up Mechanism. If the flow-back of excess deferred income taxes over the finally-approved
- amortization period results in an over or under flowback of the finally-approved amounts of excess deferred
- income taxes, Transporter shall true-up the remaining balance through a credit or surcharge in the monthly

invoices rendered to customers on its system and file a report thereof with the Commission.

Second Revised Sheet No. 281 Second Revised Sheet No. 281: Effective Superseding: First Revised Sheet No. 281

SHEET NOS. 281 AND 282

ARE BEING RESERVED FOR FUTURE USE Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 52-000

Original Sheet No. 283 Original Sheet No. 283: Effective

GENERAL TERMS AND CONDITIONS (Cont'd.)

## 37. CONSTRUCTION OF LATERALS

Unless otherwise agreed to by the parties, Transporter shall not be required to own, construct or install any lateral pipeline facilities, including new delivery points, enlargements or replacements

of existing laterals, to perform any service requested by Shipper. In the event Transporter agrees to own, construct or install such facilities to perform any service requested by Shipper, Shipper shall reimburse Transporter for all Transporter's actual costs associated therewith as agreed to

bу

the parties. Transporter's costs include, but are not limited to, monies, if required, for income tax gross-up. Transporter may waive its right to collect all or any portion of the actual costs associated with construction or installation of such facilities, provided that any such waiver is granted on a nondiscriminatory basis.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-166-004

First Revised Sheet No. 284 First Revised Sheet No. 284: Effective Superseding: Original Sheet No. 284

SHEET NOS. 284 AND 285

ARE BEING

RESERVED FOR FUTURE USE

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-713-002

Thirteenth Revised Sheet No. 286 Thirteenth Revised Sheet No. 286

Superseding: Twelfth Revised Sheet No. 286  $\,$ 

GENERAL TERMS AND CONDITIONS (Continued)

38. Compliance with 18 CFR, Section 284.12

Transporter shall comply with the business practices and electronic communication standards incorporated by reference in Section 284.12 of the Commission's Regulations (18 CFR, Section 284.12), as amended from time to time. Transporter incorporates the North American Energy Standards Board Wholesale Gas Quadrant Standards Version 1.8 set forth below:

General: 0.3.1, 0.3.2

Storage Information: 0.4.1

Nominations Related Standards:

1.2.1, 1.2.2, 1.2.8, 1.2.9, 1.2.10, 1.2.13, 1.2.14, 12.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.1, 1.3.2(vi), 1.3.4, 1.3.5, 1.3.8, 1.3.11, 1.3.13, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.22(i), 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 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, 1.3.52, 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, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 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, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.41, 2.3.42, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 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, 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:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-713-002

Fourth Revised Sheet No. 286A Fourth Revised Sheet No. 286A

Superseding: Third Revised Sheet No. 286A

GENERAL TERMS AND CONDITIONS (Continued)

Version 1.8 (Continued)

Quadrant Electronic Delivery Mechanism Related Standards:

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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, 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
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Capacity Release Standards:

5.2.1, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 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, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 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, 6.3.3

WGQ/REQ/RGQ Internet Electronic Transport: 10.2.1-10.2.38, 10.3.1, 10.3.3-10.3.25

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Effective Date: 01/10/2008 Status: Effective

FERC Docket: RP08-117-000

Second Revised Sheet No. 287 Second Revised Sheet No. 287: Effective

Superseding: First Revised Sheet No. 287

GENERAL TERMS AND CONDITIONS (Cont'd)

# 39. Offsystem Pipeline Capacity

From time to time, Transporter may acquire capacity on a third-party system. When Transporter acquires

such offsystem capacity, it will utilize the offsystem capacity to provide service to Transporter's shippers

under its FERC Gas Tariff, and the "shipper must have title" policy is waived to permit such use. This

Section 39 does not preclude Transporter from seeking case specific authorization for the utilization of

off-system capacity by Transporter for other purposes.

In the event that offsystem capacity used to render service to Transporter's Shippers is subject to

renewal limitations, consistent with the offsystem capacity provider's tariff or operating statement, Transporter will indicate, in any posting of capacity available for service, any limitation to extension

rights that will apply as a result of the limitation on the offsystem capacity. Any such extension limitation shall be reflected in the Service Agreement between Transporter and Shipper. This provision

shall not impact any right of first refusal Shipper may have pursuant to this tariff, except that extension

of the affected Service Agreement shall be limited to the term of Transporter's contract or service agreement with the offsystem capacity provider.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-598-000

First Revised Sheet No. 288 First Revised Sheet No. 288 : Effective

Superseding: Original Sheet No. 288
GENERAL TERMS AND CONDITIONS (Cont'd)

40. Reimbursement of Sales and Use Taxes

Shipper shall pay to Transporter any applicable energy, value added, sales or use tax, or similar tax, and any penalty and interest imposed on the Shipper by the federal government, any state, or by any political subdivision of a state, which amount Transporter is obligated by law to collect and remit. Payment shall be at the applicable rate prescribed by law. If Shipper is exempt from the obligation to pay such taxes, Shipper shall provide Transporter with documentation establishing that exemption.

Effective Date: 02/01/2007 Status: Effective

FERC Docket: RP07-125-001

Second Revised Sheet No. 289 Second Revised Sheet No. 289: Effective

Superseding: First Revised Sheet No. 289
GENERAL TERMS AND CONDITIONS (Cont'd)

- 41. OPERATIONAL PURCHASE AND SALES
- 41.1 Transporter may buy and/or sell gas to the extent necessary to:
  - (i) maintain system pressure and line pack;
  - (ii) manage system imbalances;
- (iii) perform other operational functions of Transporter in connection with transportation, and other similar services;
  - (iv) otherwise protect the operational integrity of Transporter's system.

Any operational purchases and/or sales will be made on an unbundled basis and the purchaser will be responsible for any transportation. Sales by Transporter will be made at receipt point(s), which may include

Pooling Points or Aggregation Points, as defined in Transporter's IPP or AS-Gulf Rate Schedules, or at the

points of interconnection with the upstream pipelines prior to receipt into Transporter's system. Purchases by

Transporter will be made at locations where the gas may be most operationally needed from time to time.

- 41.2 Transporter will post its operational sales quantities for bidding on its electronic bulletin
- in accordance with the applicable bidding provisions which will be posted at the time of the sale. Transporter

reserves the right, in its sole discretion,

- (i) to withdrawal its postings;
- (ii) reject all bids due to operational changes; and
- (iii) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.
- 41.3 Transporter will file a report on or before March 1 of each year reflecting the operational purchases/sales for the 12-month period ending the preceding December 31. The report will indicate:
  - (i) the source of the operational gas purchased/sold;
  - (ii) the date of the purchase/sale;
  - (iii) volumes;
  - (iv) the purchase/sale price;
  - (v) the costs and revenues from the purchase/sale;
- $\mbox{(vi)}$  the disposition of the associated costs and revenues, including their absorption by Transporter;
- (vii) an explanation of the purpose of any operational purchase/sales; and
- (viii) whether Transporter exercised its rights under Section 41.2(i) and (ii).

Effective Date: 02/01/2007 Status: Effective

FERC Docket: RP07-125-000

Original Sheet No. 290 Original Sheet No. 290 : Effective

SHEET NOS. 290 THROUGH 299 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

Effective Date: 07/01/1996 Status: Effective

FERC Docket: RP96-261-000

First Revised Sheet No. 300 First Revised Sheet No. 300 : Effective Superseding: Sheet Nos. 300 - 305

## NOTICE OF CANCELLATION

Index of Purchasers

First Revised Sheet No. 300 cancels and supersedes Columbia Gulf's Index of Purchasers. The following tariff sheets have been superseded:

Original Sheet Nos. 300 through 305

Sheet Nos. 300 through 305 are being RESERVED FOR FUTURE USE.

FERC Docket: RP96-389-050

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

SHEET NOS. 306 THROUGH 315 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP96-389-087

REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS PURSUANT TO SECTION 154.112(B) OF THE

COMMISSION'S REGULATIONS:

Customer	Rate Sche	edule	Signe	∍d	]	Effect	ive I	Date	Doc	ket No.
Duke Energy Trading & Marketing, L.L.C.		PAL		04/1	7/02	05/1	/02	RP96-38	9	
Reliant Energy Services,	Inc.		PAL		04/1	8/02	05/0	01/02	RP96	-389
Dunhill Resources, Inc.		ITS-	2		04/2	6/02	05/2	24/02	RP96	-389
Encana Energy Services,	Inc.	FTS-	1		05/2	1/02	11/0	01/02	RP96	-389
Conoco, Inc.	FTS-	-1		07/0	1/02	07/0	1/02	RP9	6-389	
Aquila Merchant Services		FTS-1			07/01	/02	07/0	01/02	RP96	-389
Reliant Energy Services,	Inc.		FTS-1			07/01/	02	07/01/	02	RP96-389
Cinergy Marketing & Trad	ing, L.P.	FTS-	1		07/0	1/02	07/0	)1/02	RP96	-389
Occidental Energy Market	ing, Inc	PAL		09/2	6/02	10/0	1/02	RP9	6-389	
Reliant Energy Services,	Inc.		FTS-1			05/17/	02	11/01/	02	RP96-389
Virginia Power Energy Ma	rketing		FTS-	1		06/26	/02	11/01/	02	RP96-389
TotalFinaElf Gas & Power North America, Inc.		FTS-	1		07/1	7/02	11/0	01/02	RP96	-389
FPL Energy Power Marketin	ng, Inc.	FTS-	1		08/2	7/02	11/0	01/02	RP96	-389
Stone Energy Corporation		FTS-	2		11/1	4/01	12/1	5/01	RP96	-389
CoEnergy Trading Company		FTS-1			03/19	/03	04/0	01/03	RP96	-389-078
Tenaska Marketing Venture	es	FTS-	1		03/2	5/03	04/0	01/03	RP96	-389-079
EnergyUSA-TPC	FTS-	-1		03/2	5/03	04/0	1/03	RP9	6-389-	080
FPL Energy Power Marketin	ng, Inc.	FTS-	1		03/2	1/03	04/0	01/03	RP96	-389-081
Petrocom Energy Group, L	td	PAL		03/2	5/03	05/0	1/03	RP9	6-389-	082
EnergyUSA-TPC	FTS-	-1		04/2	4/03	05/0	1/03	RP9	6-389-	084
FPL Energy Power Marketin	ng, Inc.	FTS-	1		05/0	7/03	05/1	5/03	RP96	-389-086
EnergyUSA-TPC	FTS-	-1		06/0	3/03	06/06	/03	RP96-38	9	

FERC Docket: RP10-299-000

quantities

Eighth Revised Sheet No. 317 Eighth Revised Sheet No. 317 Superseding: Seventh Revised Sheet No. 317 [Applicable to the following Rate Schedules: FTS-1, FTS-2, ITS-1, ITS-2] Service Agreement No. Control Number SERVICE AGREEMENT THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COLUMBIA GULF TRANSMISSION COMPANY ("Transporter") and ("Shipper"). WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows: Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective \_\_\_\_\_ Rate Schedule and applicable General and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which the Shipper shall deliver cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Commission's Regulations. Shipper warrants that service hereunder is being provided on behalf of \_\_\_\_\_, a local distribution company or an intrastate pipeline. [For Subpart G service, warrants that service hereunder is being provided on behalf of pipeline or Shipper. Section 2. Term. Service under this Agreement shall commence as of applicable, "This Agreement shall be effective as of the later of or the date that all of Transporter's (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in discretion"] and shall continue in full force and effect until [or, when applicable, "shall remain in full force and effect for a term of \_\_\_\_\_\_"] [or, when applicable to Rate Schedules ITS-1 or ITS-2, "Service under this Agreement shall commence as of and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice"]. Shipper Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff. Section 3. Rates. Shipper shall pay the charges and furnish the Retainage as described in the abovereferenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate,

but not less than Transporter's minimum rate. Such discounted rate may apply to: a) specified

quantities if quantities exceed a certain level; c) quantitie quantities at	
quantities at specified points, locations, or other defined geographical arwill apply	reas; e) that a specified discounted rate
in a specified relationship to the quantities actually transp will be	ported (i.e., that the reservation charge
adjusted in a specified relationship to quantities actually treserves $% \left( 1\right) =\left( 1\right) +\left( 1$	ransported); and f) production and/or
committed by the Shipper.	
Section 4. Notices. Notices to Transporter under 5151 San	-
Felipe, Suite 2500, Houston, Texas 77056, Attention: Director shall be	or, Commercial Services; notices to Shipper
addressed to it at, Attention:by written notice.	, until changed by either party
Section 5. Superseded Agreements. This Service Ageffective date hereof, the following contracts:	greement supersedes and cancels, as of the
(SHIPPER) By	COLUMBIA GULF TRANSMISSION COMPANY By
Title	Title

FERC Docket: RP10-575-000

Tenth Revised Sheet No. 318 Tenth Revised Sheet No. 318 Superseding: Ninth Revised Sheet No. 318

		(Fc	or FTS-1 a	nd FTS-2 F	Rate Schedul	es)	Revision No.
		Ur between Colum	nder Rate nbia Gulf	Schedule Transmiss	nt No	Transporter	·)
				ortation I		11 ,	
		Begin Date	End Date	Transpo		Recurrence Interval	
	(If	subject to FTS	S-2 Rate S	chedule Se	ection 2(q),	Check Here:	)
		Pri	mary Rece	ipt Points	3		
Begin Date	End Date	Measuring Point No	Measu Point		Maximum Quantity		Recurrence Interval
		Pri	mary Deli	very Point	S		
Begin Date	End Date	Measuring Point No	Measu Point			Daily (Dth/day)	Recurrence Interval
Yes N	o (Check ap		Transpor	ter and Sh	nipper have:	mutually agr	reed to a Regulatory ditions of
the right	al set fort	ch from time to			_		refusal equivalent to
YesN	o (Check ap	pplicable blank)	All gas	shall be d	delivered at	existing po	ints of interconnection
	ily Quantit	y, as applicabl	e, set fo	rth in Tra	ansporter's	currently ef	fective Rate Schedule
Appendix A wit	h Shipper,	which for such	points se	t forth an	re incorpora	ted by refer	ence.
YesN	o (Check ap	pplicable blank)	This Ser	vice Agree	ement covers	interim cap	acity sold pursuant to
provisions of applicable to		rms and Conditio					
this interim c	apacity are	e limited as pro	ovided for	in Genera	al Terms and	Conditions	Section 4.2(j).
		CF	ANCELLATIO	N OF PREV	IOUS APPENDI	ХА	
20 .							as of,
This Appendix to the	A, Revision	No shall	cancel a	nd superse	ede the prev	ious Appendi	x A, Revision No
Service Agreem	ent dated	,	20 .	With the e	exception of	this Append	lix A, Revision No.

, other	all terms	and	conditions	of	said	Service	Agreement	shall	remain	in	full	force	and	effect.	
	(SHI	IPPEI	₹)								CO	LUMBIA	GULE	TRANSMISSION	COMPANY
Ву									Ву						
Its									Its						
Date									Da <sup>-</sup>	te					

Effective Date: 08/01/2008 Status: Effective Docket: RP08-124-000	ctive			
Second Revised Sheet No. 319 Superseding: First Revised Sheet		d Sheet No.	319 : Effective	
No	(For II	S-1 and ITS	-2 Rate Schedules)	Revision
be		Under Rat	ervice Agreement No. e Schedule nsmission Company (Transporto (Shipper)	er)
	Begin Date	End Date	Transportation Quantity Dth/day	
The Master List of Interconnects incorporated herein by reference points.	e for purpose			
CANCELLATION OF PREVIOUS APPEND: Service changes pursuant to this A shall cancel and supersede the previous	s Appendix A			20 . This Appendix
With the exception of this Appendix A, a full force and effect.			-	·
(SHIPPER) COMPANY			COLUMBIA G	ULF TRANSMISSION
Ву			Ву	
Its			Its	
Date			Date	

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 320 original Sheet No. 320 : Effective

SHEET NOS. 320 THROUGH 323 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP10-299-000

Fourth Revised Sheet No. 324 Fourth Revised Sheet No. 324 Superseding: Third Revised Sheet No. 324

Service Control	e Agreement No
AS-GULF SERVICE AGREEMENT	
THIS AGREEMENT, made and entered into this day of	, 20 , by and between
COLUMBIA GULF TRANSMISSION COMPANY ("Transporter") and	("Shipper).
WITNESSETH: That in consideration of the mutual covenants herein agree as follows:	n contained, the parties hereto
Section 1. Service to be Rendered. Transporter shall perform	and Shipper shall receive
service in accordance with the provisions of the effective AS-Gulf Rate Schedule and a Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tederal	
Energy Regulatory Commission (Commission), as the same may be amended or su the rules	pperseded in accordance with
and regulations of the Commission. The maximum obligation of Transporter treceipt	to receive gas at multiple
points and deliver thermally equivalent quantities at Aggregation Points or specified	n an interruptible basis are
in Appendix A, as the same may be amended from time to time by regulations hereunder	of the Commission. Service
Regulations.	of the Commission's
Shipper warrants that service hereunder is being provided on behalf of	, a local distribution
company or an intrastate pipeline. [For Subpart G service, Shipper warrants that serv	vice hereunder is being
provided on behalf of , an interstate pipeline or Shipper].	
Section 2. Term. Service under this Agreement shall commend	ce as of and
	"Service under this Agreement
shall commence as of and shall continue from month to month the	ereafter until terminated by
either Transporter or Shipper upon thirty days prior notice"]. Pre-granted abando termination of this Agreement.	onment shall apply upon
Section 3. Rates. Shipper shall pay Transporter any charges a	and furnish any Retainage as
may be described in the above-referenced Rate Schedule, unless otherwise agreed to specified as an amendment to this Service Agreement.	by the parties in writing and
Section 4. Notices. Notices to Transporter under this Agreeme	ent shall be addressed to it at
5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commerce	cial Services and notices to
Shipper shall be addressed to it at , Attention: either	, until changed by
party by written notice.	
Section 5. Superseded Agreements. This Service Agreement supereffective date hereof, the following Service Agreements:	ersedes and cancels, as of the .
SHIPPER COI	LUMBIA GULF TRANSMISSION
Ву	
Title Tit	cle

FERC Docket: RP00-171-000

Second Revised Sheet No. 325 Second Revised Sheet No. 325 : Effective

Superseding: First Revised Sheet No. 325

[For AS-Gulf Rate Schedule]

Revision No. Control No.

Appendix A to Service Agreement No.

Under Rate Schedule AS-Gulf

between Columbia Gulf Transmission Company (Transporter) and (Shipper)

Transportation Quantity Dth/day

Receipt Points

Measuring Measuring Maximum Daily

Point No. Point Name Quantity (Dth/day)

Aggregation Points

Aggregation Aggregation Maximum Daily Delivery Point No. Point Name Obligation (Dth/day)

The Aggregation Areas and Aggregation Points as defined in Transporter's Tariff under this Rate Schedule are

incorporated herein by reference.

Service changes pursuant to this Appendix A shall become effective as of , 20 .

Appendix A shall cancel and supersede the previous Appendix A effective as of , 20 , to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(SHIPPER) COLUMBIA GULF TRANSMISSION COMPANY

By By Its Its Date Date

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 6-005

Original Sheet No. 326 Original Sheet No. 326 : Effective

SHEET NOS. 326 THROUGH 329 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP10-299-000

Fifth Revised Sheet No. 330 Fifth Revised Sheet No. 330 Superseding: Fourth Revised Sheet No. 330

						Service	Agreemen	it No.	
			IPP-C	GULF SERV	ICE AGREEME	NT			
GULF	THIS AGREEMENT	, made and	entered into	o this	day of	, 2	0, by	and betwee	en COLUMBIA
TRANSMISS ("Shipper	ION COMPANY ("T ").	ransporter"	) and						
	WITNESSETH: T	hat in cons	ideration of	f the muti	ual covenan	ts herein	contained	l, the part	ies hereto
agree as follow	s:								
	Section 1.	Service	to be Rendei	red. Tra	nsporter sh	all perfor	m and Shi	pper shall	receive
an accounting	g service in ac	cordance wi	th the provi	isions of	the effect	ive TPP-Gu	lf Rate S	Schedule ar	ıd
applicable	9		_						
file	erms and Condit		_						
	Federal Energy e with the rule								
Gulf Rate	Schedule, Tran	sporter sha	ll provide a	an account	ting servic	e for gas	supplies	pooled by	Shipper on
<pre>interrupt one):</pre>	ible basis.	The Poo	ling Point	t design	nated for	service	herein	shall be	(specify
		onshore,	offsh	nore,	or main	line	_•		
	Section 2.	Term. S	ervice under	r this A	Agreement	shall comm	ence as	of	
and shall con-	tinue in full f	orce and ef	fect until		[or, w	hen applic	able, "Se	ervice unde	er this
Agreement	mence as of				ue from mon				
by									
	ansporter or Sh on of this Agre		tnirty days	prior no	tice"]. Pr	e-granted	abandonme	ent shall a	ipply upon
	Section 3.	Rates.	Shipper shal	ll pay Tra	ansporter a	ny charges	and furn	nish any Re	tainage as
may be described	in the above-r	eferenced R	ate Schedule	e, unless	otherwise	agreed to	bv the pa	rties in w	riting and
	as an amendmen					-9			
- 1	Section 4.	Notices.	Notices to	o Transpo:	rter under	this Agree	ment shal	.l be addre	ssed to it
at 5151 San	Felipe, Suite 2	500, Housto	n, Texas 770	056, Atte	ntion: Dir	ector, Com	mercial S	Services an	d notices
to Shipper sl	hall be address	ed to it at					, Atten	ntion:	
, until c	nanged by eithe	r party by	written noti	ice.					
±1==	Section 5.	Supersed	ed Agreement	ts. This	Service Ag	reement su	persedes	and cancel	s, as of
	date hereof, t	he followin	g Service						
SHIPPER COMPANY						COI	UMBIA GUL	F TRANSMIS	SSION
Ву						Ву			
		<del></del>				2			
Title						Ti	tle		

Effective Date: 12/01/2001 Status: Effective FERC Docket: RP02- 39-002

Second Revised Sheet No. 331 second Revised Sheet No. 331 : Effective Superseding: First Revised Sheet No. 331

SHEET NOS. 331 AND 332 ARE BEING RESERVED FOR FUTURE USE.

FERC Docket: RP07-412-000

Second Revised Sheet No. 333 second Revised Sheet No. 333 : Effective

Superseding: First Revised Sheet No. 333

MASTER PAL Agreement No	
MASTER PAL AGREEMENT	
THIS MASTER PAL AGREEMENT ("Agreement") is made and entered into this day of, and between COLUMBIA GULF TRANSMISSION COMPANY ("Transporter") and ("Shipper").	by
WITNESSTH: That in consideration of the mutual covenants herein contained, the parties hereto	agree

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of (1) the effective PAL Rate Schedule; (2) the applicable General Terms and

Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff) on file with the Federal

Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the

rules and regulations of the Commission; and (3) the terms and conditions of this Agreement, including the

Transaction Confirmation Sheet, referred to as Appendix A hereto, which is incorporated in and made a part of

this Agreement. Transporter shall park or loan quantities of gas for Shipper as specified in Appendix A

this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter or

in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject

to the provisions of Subpart B or G of Part 284 of the Commission's regulations.

This Master PAL Agreement, and every Appendix A subject to this Master PAL Agreement, will comprise the contractual agreement of the parties. If the Master PAL Agreement terminates, every Appendix A subject

this Master PAL Agreement will be deemed terminated on the same date.

Section 2. Term. Service under this Agreement shall commence on the Term Commencement Date and shall terminate on the Term Ending Date set forth in Appendix A hereto. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 3. Rates. Shipper shall pay Transporter the rates as set forth in Appendix A hereto. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: a) specified quantities (contract demand or

commodity quantities); b) specified quantities above or below a certain level or all quantities if quantities

exceed a certain level; c) quantities during specified time periods; d) quantities at specified points, locations, or other defined geographical areas; and e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported). In addition, the discount agreement

may include a provision that if one rate component which was at or below the applicable maximum rate at the

time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in

Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable

maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as

none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes

to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised

tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded

rates which ultimately are found to be just and reasonable.

Section 4. Quantities and Points of Service. Transporter shall as specified in Appendix A, park or loan quantities of natural gas at mutually agreed upon point(s) of service in accordance with the Schedule for Service.

Section 5. Notices. Notices to Transporter under this Agreement shall be addressed to it at the address set forth in Appendix A, and notices to Shipper shall be addressed to it at the address set forth

in Appendix A, until changed by either party by written notice.

First Revised Sheet No. 333A First Superseding: Original Sheet No. 333	Revised Sheet No. 333A : Effective BA
MASTER PAL AGREEMENT (Continued)	
service under this Agreement. On the other terms required by the Appendix A cowill be	direment. Shipper must execute an Appendix A in order to receive the Shipper's behalf, Transporter will complete the rate, quantity, and consistent with the agreed upon transaction. The completed Appendix A per and Shipper may choose one of the following two ways of executing
	ll be deemed executed if not disputed in writing within 2 execution shall be incorporated in and made a part hereof.
	physically execute and return or transmit the executed x A to Transporter. The Appendix A after execution shall be reof.
Section 7. Superseded Agredate hereof, the following Agreemen	eements. This Agreement supersedes and cancels, as of the effective st(s):
SHIPPER COLUMBIA GULF TRANSMISS	SION COMPANY
Ву	Ву
Title	Title

Effective Date: 08/01/2008 Status: Effective FERC Docket: RP07-412-001

FERC Docket: RP10-299-000

First Revised Sheet No. 333B First Revised Sheet No. 333B

Superseding: Original Sheet No. 333B

				ION SHEET NO L AGREEMENT NO	<del></del>	
COMPANY: Co	olumbia Gulf T	ransmission Compa	ny			
		n Felipe, Suite 2 mercial Services	500, Houston	, Texas 77056		
SHIPPER:						
SHIPPER'S AD	DRESS:					
TERM COMMENC	EMENT DATE:					
TERM ENDING	DATE:		·			
TYPE OF TRAN	SACTION (check	applicable blank	): PARK;	LOAN		
SCHEDULE FOR	SERVICE:					
Maximum Quan	tity Parked/Lo	paned (Dth):	·			
Minimum Quan	tity Parked/Lo	aned (Dth):				
Beginning Date	Ending Date	Point(s) of Transaction	Delivered	Quantity to Transporter Maximum (Dth)	Daily Qu Received From Minimum (Dth)	n Transporter
RATES:						
provided under this Ma Balance Charge in acc discounted	aster PAL Agre	ce Charge set fort ement; provided, Transporter's Tar	Transporter	and Shipper may a	gree to discoun	t the Account
forth in		nted Account Balan stated above shall	_	<u>-</u>	quantities and t	ime periods set
Beginning Date	Ending Date	Account Balance Charges (per Dth)				

If quantities exceed the maximum daily quantities or do not meet the minimum daily quantities agreed to on the

above Schedule of Service for any day, the maximum Account Balance Charge set forth in the tariff from time to

time shall apply to the account balance on that day. In no event is Transporter obligated to provide service

under this Master PAL Agreement for time periods outside the above term commencement and ending dates.

Effective Date: 08/01/2008 Status: Effective FERC Docket: RP07-412-001	
First Revised Sheet No. 333C First Revised Superseding: Original Sheet No. 333C TRANSACTION CONFIRMATION SHEET NO. APPENDIX A TO MASTER PAL AGREEMENT No. (Continued)	
This Transaction Confirmation is subject Transporter dated	ect to Master PAL Agreement No between Shipper and
	cion Confirmation are binding and this Transaction Confirmation is on 6 of the Master PAL Agreement if this Transaction Confirmation is Days of receipt by Shipper.
	tion Confirmation will not be binding for purposes of Section 6 of physically executes and returns or transmits an executed mation to Transporter.
(SHIPPER)	COLUMBIA GULF TRANSMISSION COMPANY
By	By Title
Date	Date

FERC Docket: RP09-479-000

changes

First Revised Sheet No. 333D First Revised Sheet No. 333D Superseding: Original Sheet No. 333D

MASTER Auto PAL Agreement	
oControl No.	
MASTER AUTO PAL AGREEMENT	
THIS MASTER AUTO PAL AGREEMENT ("Agreement") is made and entered into this day of,	
, by nd between COLUMBIA GULF TRANSMISSION COMPANY ("Transporter") and "Shipper").	
WITNESSETH: That in consideration of the mutual covenants herein contained, the parties heretogree s follows:	
Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive	
ervice n accordance with the provisions of (1) the effective PAL Rate Schedule; (2) the applicable General erms and onditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff) on file with the ederal	
nergy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with he rules	
nd regulations of the Commission; and (3) the terms and conditions of this Agreement, including the ransaction	
ransaction on firmation Sheet, referred to as Appendix A hereto, which is incorporated in and made a part of this greement. Transporter shall park or loan quantities of gas for Shipper as specified in Appendix A to his	
greement, as the same may be amended from time to time by agreement between Shipper and Transporter or	
 ccordance with the rules and regulations of the Commission. Service hereunder shall be provided subje o the	ct
rovisions of Subpart B or G of Part 284 of the Commission's regulations.	
his Master Auto PAL Agreement, and the Appendix A subject to this Master Auto PAL Agreement, will	
omprise the ontractual agreement of the parties.  If the Master Auto PAL Agreement terminates, the Appendix A	
ubject to his Master Auto PAL Agreement will be deemed terminated on the same date.	
Section 2. Term. Service under this Agreement shall commence on the Term Commencement	
ate and hall terminate on the Term Ending Date set forth in Appendix A hereto. Pre-granted abandonment shall	
pply pon termination of this Agreement.	
Section 3. Rates. Shipper shall pay Transporter the rates as set forth in Appendix A	
ereto. ransporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less th ransporter's minimum rate.  Such discounted rate may apply to: a) specified quantities (contract deman	
r ommodity quantities); b) specified quantities above or below a certain level or all quantities if uantities	
exceed a certain level; c) quantities during specified time periods; d) quantities at specified points, ocations, or other defined geographical areas; and e) that a specified discounted rate will apply in a pecified relationship to the quantities actually transported (i.e., that the reservation charge will be djusted in a specified relationship to quantities actually transported). In addition, the discount greement	
ay include a provision that if one rate component which was at or below the applicable maximum rate at he time	
he discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in ransporter's maximum rate so that such rate component must be adjusted downward to equal the new pplicable	
aximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so ong as	
one of the resulting rate components exceed the maximum rate applicable to that rate component. Such	

to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable. Quantities and Points of Service. Transporter shall as specified in Appendix Section 4. A, park or loan quantities of natural gas at mutually agreed upon point(s) of service, up to a Maximum Cumulative Park/Loan Quantity of \_\_\_\_\_ Dth. The Maximum Cumulative Park/Loan Quantity shall represent Shipper's maximum account balance (negative or positive) at any time under this Agreement. Notices. Notices to Transporter under this Agreement shall be addressed to it address set forth in Appendix A, and notices to Shipper shall be addressed to it at the address set forth Appendix A, until changed by either party by written notice.

FERC Docket: RP09-479-000

First Revised Sheet No. 333E First Revised Sheet No. 333E Superseding: Substitute Original Sheet No. 333E

MASTER AUTO PAL AGREEMENT (Continued)

Section 6. effective	Superseded Agreements.	This Agreement su	upersedes an	nd cancels,	as c	of the
	ng Agreement(s):					
SHIPPER		COLUMBIA GULF TF	RANSMISSION	COMPANY		
Ву		Ву				
Title		Title				

FERC Docket: RP10-299-000

Second Revised Sheet No. 333F Second Revised Sheet No. 333F

Superseding: First Revised Sheet No. 333F

TRANSACTION CONFIRMATION SHEET NO. APPENDIX A TO MASTER AUTO PAL AGREEMENT NO. COMPANY: Columbia Gulf Transmission Company COMPANY'S ADDRESS: 5151 San Felipe, Suite 2500, Houston, Texas 77056 Attention: Director, Commercial Services SHIPPER: SHIPPER'S ADDRESS: TERM COMMENCEMENT DATE: TERM ENDING DATE: POINT OF SERVICE (Choose One): Identify AS Point here: [ ] Aggregation Point [ ] IPP Point Identify IPP Point here:

Each gas day, any difference between scheduled quantities to and from Shipper's point of service identified

above shall be deemed by Transporter to be an auto park or auto loan under this Appendix A (i.e., an auto park

for any positive difference, an auto loan for any negative difference).

## RATES:

The maximum Account Balance Charge set forth in the Tariff from time to time shall apply to all service provided

under this Master PAL Agreement; provided, Transporter from time to time may grant a discount of the Account

Balance Charge to Auto PAL shippers, consistent with Section 3 of the Master Auto PAL Agreement, at a particular

Point of Service, by posting such discount details on its Electronic Bulletin Board at least two business days

in advance of the discount's effective date.

The Account Balance Charge shall be assessed daily on Shipper's Auto PAL Account Balance. No Account Balance

Charge shall be assessed on any day Shipper's Account Balance is zero.

For the first two calendar months immediately following the effective date of the Auto PAL service feature on

Transporter's system, a 1,000 Dth "safe harbor limit" shall apply to Auto PAL Account Balances. Specifically, a

Shipper with an effective Master Auto PAL Agreement shall be entitled to maintain an Auto PAL Account Balance of

up to 1,000 Dth for no charge during this two-month "safe harbor limit" period. If a Shipper exceeds a 1,000

Dth Auto PAL Account Balance at any time during this two-month period, Shipper shall pay the Auto PAL Account

Balance Charge on that portion of Shipper's Auto PAL Account Balance in excess of 1,000 Dth.

In no event is Transporter obligated to provide service under this Master Auto PAL Agreement and the  $Appendix\ A$ 

for amounts greater than the Maximum Cumulative Park/Loan Quantity identified in the Agreement, or for time

periods outside the Term Commencement and Ending Dates.

FERC Docket: RP09-479-000

First Revised Sheet No. 333G First Revised Sheet No. 333G Superseding: Substitute Original Sheet No. 333G

SHEET NO. 333G
IS BEING
RESERVED FOR FUTURE USE

Effective Date: 04/01/2004 Status: Suspended FERC Docket: RP00-326-004
Third Revised Sheet No. 334 Third Revised Sheet No. 334: Suspended Superseding: Second Revised Sheet No. 334 Service Agreement No
IMS SERVICE AGREEMENT
THIS AGREEMENT, made and entered into this day of,, by and between COLUMBIA GULF TRANSMISSION COMPANY ("Transporter") and ("Shipper").
WITNESSTH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:
Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective IMS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal
the Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the
ond rules and regulations of the Commission. Transporter shall park or loan quantities of gas for Shipper as specified in this Agreement, as the same may be amended from time to time by agreement between Shipper and
Transporter or in accordance with the rules and regulations of the Commission. Service hereunder shall
provided subject to the provisions of Subpart B or G of Part 284 of the Commission's regulations.
Section 2. Automatic Nomination Option. Shipper requests or does not request (check one) that Transporter submit nominations on Shipper's behalf in situations where Shipper's receipt and
delivery quantities are not in balance.
Section 3. Term. Service under this Agreement shall commence as of and shall continue in full force and effect until Pre-granted abandonment shall apply upon termination of this Agreement.
Section 4. Rates. Shipper shall pay the Transporter charges as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties as follows:
Section 5. Notices. Notices to Transporter under this Agreement shall be addressed to it at Post Office Box 683, Houston, Texas 77001, Attention: Manager, Customer Services, and notices to Shipper
shall be addressed to it at, Attention:, Internet E-mail Address: until changed by either party by written notice.
Section 6. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s):
SHIPPER COLUMBIA GULF TRANSMISSION COMPANY
Ву Ву
Title Title

FERC Docket: RP10-299-000

Fourth Revised Sheet No. 334 Fourth Revised Sheet No. 334 Superseding: Third Revised Sheet No. 334

No			Service Agreement	
No			Control No.	
	IMS	SERVICE AGREEMENT		
THIS AGREEMENT, TRANSMISSION COMPANY ("T	made and entered into the	is day of	,, by and between COL ("Shipper").	UMBIA GULF
WITNESSTH: That agree as follows:	in consideration of the	mutual covenants h	erein contained, the parties	hereto
Section 1.	Service to be Rendered	. Transporter shal	l perform and Shipper shall	receive
in accordance with the p Conditions of Transporter's FERC Ga	s Tariff, Second Revised	Volume No. 1 (Tari	e and applicable General Ter ff), on file with the Federa uperseded in accordance with	l Energy
in this Agreement, as the s	-	_	tities of gas for Shipper as eement between Shipper and T	_
to the	es and regulations of the or G of Part 284 of the (		ce hereunder shall be provid	ed subject
-		-	requests or does	not
request	orter submit nominations of		in situations where Shipper	
	Term. Service under th	nis Agreement shall	commence as of	and
shall continue in full force a termination of this Agreement.	nd effect until	. Pre-granted	abandonment shall apply upon	
above-referenced	Rates. Shipper shall posteriors agreed to by the	-	charges as described in the	
Section 5.	Notices. Notices to T:	ransporter under th	is Agreement shall be addres	sed to it
at 5151 San Felipe, Suite 2500,	Houston, Texas 77056, Att	tention: Director,	Commercial Services, and no	tices to
	at, A changed by either party k	Attention:oy written notice.	, Internet E-mail	Address:
Section 6. the effective date hereof, t	Superseded Agreements.		ement supersedes and cancels	, as of
SHIPPER			ANSMISSION COMPANY	
Ву		Ву		
Title		Title		
	_			

FERC Docket: RP00-326-004

First Revised Sheet No. 335 First Revised Sheet No. 335 : Effective Superseding: Original Sheet No. 335  $\,$ 

First Revised Sheet No. 335 cancels and supercedes the following tariff sheet:

Original Sheet No. 335

This sheet is being RESERVED FOR FUTURE USE

Effective Date: 04/01/2004 FERC Docket: RP00-326-004			
	t No. 335 Second Revise	d Sheet No. 335 : Suspended	
Appendix A to Service under Rate Schedule IN between Columbia Gulf and	IS Transmission Company (	Transporter)	
Maximum Parked Account	Balance Quantity	Dth/day	
Maximum Loaned Account	Balance Quantity	Dth/day	
CANCELLATION OF PREVIO	OUS APPENDIX A		
A shall cancel and super 20	rsede the previous Appe this Appendix A, all o	shall commence as of	
(SHIPPER)	COLUMBIA G	ULF TRANSMISSION COMPANY	
Ву		Ву	
Its		Its	
Date	<del></del> -	Date	

```
BID FOR CAPACITY RELEASE
                    COLUMBIA GAS TRANSMISSION CORPORATION
                      COLUMBIA GULF TRANSMISSION COMPANY
1.a.
      Identity of Requestor
Legal Company Name
Abbreviation or short name (if applicable)
Phone Number
Facsimile Number
       Identity of Replacement Shipper (if different than Requestor)
Written documentation must be submitted to support Requestor's legal
authorization to negotiate and/or bind the Replacement Shipper contractually.
Legal Company Name
Abbreviation or short name (if applicable)
Phone Number
Facsimile Number
                   ADDRESSES FOR NEW ASSIGNMENT
              MAILING
Street
City
State
Zip Code
Contact Person (Mr., Mrs., Miss, Ms.)
             BILLING (if different than Mailing)
Street
City
State
Zip Code
```

Effective Date: 06/01/1997 Status: Effective

Contact Person (Mr., Mrs., Miss, Ms.)

Original Sheet No. 361 Original Sheet No. 361: Effective

FERC Docket: RP97-166-004

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FERC Docket: RP97-166-004
Original Sheet No. 362 Original Sheet No. 362: Effective
                       BID FOR CAPACITY RELEASE (Cont'd)
               IMBALANCES (if different than Billing)
Street
City
State
Zip Code
Contact Person (Mr., Mrs., Miss, Ms.)
The above customer information detail must be established initially. Once established, only changes to
this detail must be resubmitted.
  ____ 2.The Bidder is a(n)
       (Please enter the appropriate code.)
   CODE
             Local Distribution Company
             Interstate Pipeline Company
Intrastate Pipeline Company
       3
             End User
             Producer
             Marketer
             Other
       8
             Pipeline Blanket Sales Operating Unit
      3.a. Please answer the following:
       Parcel Number (If not a stand-alone bid, please reflect all related parcel numbers below.)
       Bid Rate (Reflect bid rate in a. or b. below. Bid rate must comport with the capacity release offer. Choose only one option under (a) or (b) unless you want a blended rate to be considered.)
      a. (i) Absolute dollars and cents two-part rate
          (ii) Absolute dollars and cents one-part rate
      b. (i) Percent of maximum rate two-part rate
          (ii) Percent of maximum rate one-part rate
          c. State Bid Offer Contingencies
      4.Term of Service
             Beginning Date
                              Ending Date
      5. Please enter the appropriate quantities.
       a. Transportation Demand/Quantity (Dth/d) for services under all
               Rate Schedules EXCEPT FSS.
          b. Storage Quantity (Dth) for service under FSS.
          c. Maximum Daily Storage Quantity (MDSQ) for FSS (Dth/d).
```

Effective Date: 06/01/1997 Status: Effective

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-166-004
Original Sheet No. 363 Original Sheet No. 363: Effective
BID FOR CAPACITY RELEASE (Cont'd)
6. Will a partial offer of the quantity bid be acceptable?
Yes/No
If Yes, please state minimum quantity acceptable.
For items 7 and 8, list the following for each requested receipt and/or delivery point (not applicable $1000$ ):
7. (i) Receipt Point (ii) Dth/d
8. (i) Delivery Point (ii) Dth/d
9.If the resulting assignment is to be balanced by SIT, please list that SIT agreement number. General Comments
Bidder hereby certifies that the information contained in this Bid for Capacity Release is complete and accurate to the best of Bidder's knowledge, information, and belief.  Requestor Company:  Signed By:
Title
Date

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-166-004

Sheet Nos. 364 Through 370 sheet Nos. 364 Through 370 : Effective

SHEET NOS. 364 THROUGH 370 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

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Effective Date: 06/01/1997 Status: Effective
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FERC Docket: RP97-166-004

First Revised Sheet No. 371 First Revised Sheet No. 371: Effective Superseding: Original Sheet No. 371

REQUEST FOR SERVICE NEW AGREEMENT

COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

1.a. Identity of Requestor

Legal Company Name

Abbreviation or short name (if applicable)

Phone Number

Facsimile Number

b. Identity of Shipper (if different than Requestor)

> Written documentation must be submitted to support Requestor's legal authorization to negotiate and/or bind the Shipper contractually.

Legal Company Name

Abbreviation or short name (if applicable)

Phone Number

Facsimile Number

ADDRESSES FOR NEW AGREEMENT

MAILING

Street

City

State

Zip Code

Contact Person (Mr., Mrs., Miss, Ms.)

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FERC Docket: RP00-171-000
Second Revised Sheet No. 372 Second Revised Sheet No. 372 : Effective
Superseding: First Revised Sheet No. 372
     REQUEST FOR SERVICE
     NEW AGREEMENT
     COLUMBIA GAS TRANSMISSION CORPORATION
      COLUMBIA GULF TRANSMISSION COMPANY
BILLING (if different than Mailing)
Street
City
State
Zip Code
Contact Person (Mr., Mrs., Miss, Ms.)
     IMBALANCES (if different than Billing)
Street
City
State
Zip Code
Contact Person (Mr., Mrs., Miss, Ms.)
2. Type of Service Requested
     (Please check where appropriate. A completed form must be submitted for each
     Rate Schedule requested.)
          a. Columbia Gas Rate Schedule -
                                OPT-30 DAY
     1.
         FTS
                         6.
                                                        11. AS
                                                       12. IPP
13. PAL
     2.
         NTS
                         7.
                                OPT-60 DAY
     3.
          SST
                         8.
                                ITS
     4.
          FSS
                         9.
                                ISS
     5.
         GTS
                         10.
                                SIT
```

FERC Docket: RP00-326-004 Third Revised Sheet No. 373 Third Revised Sheet No. 373: Effective Superseding: Second Revised Sheet No. 373 REQUEST FOR SERVICE NEW AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY b. Columbia Gulf Rate Schedule -3. ITS-1 5. AS-GULF 7. PAL \_\_ 1. FTS-1 6. IPP-GULF 4. ITS-2 2. FTS-2 Authority under which transportation is requested. Please state the appropriate subpart. (Not applicable for IPP) Part 284, Subpart B (NGPA § 311) or 2. Part 284, Subpart G (Blanket Certificate) Transportation service is to be provided on behalf of (if different than Buyer/Shipper) The stated party is a(n) (Please enter the appropriate code. Note, only one can be selected.) CODE Local Distribution Company 2 Interstate Pipeline Company Intrastate Pipeline Company 3 Other 3. The Buyer/Shipper is a(n) (Please enter the appropriate code.) CODE Local Distribution Company 1 Interstate Pipeline Company Intrastate Pipeline Company End User 4 Producer Marketer

Effective Date: 07/01/2003 Status: Effective

8 Pipeline Blanket Sales Operating Unit

FERC Docket: RP00-326-004 Fourth Revised Sheet No. 373 Fourth Revised Sheet No. 373: Suspended Superseding: Third Revised Sheet No. 373 REQUEST FOR SERVICE NEW AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY b. Columbia Gulf Rate Schedule -3. ITS-1 7. 5. AS-GULF PAL \_\_\_ 1. FTS-1 6. IPP-GULF 8. IMS \_\_\_ 4. ITS-2 FTS-2 Authority under which transportation is requested. Please state the appropriate subpart. (Not applicable for IPP) 1. Part 284, Subpart B (NGPA  $\S$  311) or 2. Part 284, Subpart G (Blanket Certificate) Transportation service is to be provided on behalf of (if different than Buyer/Shipper) The stated party is a(n) (Please enter the appropriate code. Note, only one can be selected.) CODE Local Distribution Company 2 Interstate Pipeline Company Intrastate Pipeline Company 3 Other 3. The Buyer/Shipper is a(n) (Please enter the appropriate code.) CODE Local Distribution Company 1 Interstate Pipeline Company Intrastate Pipeline Company End User 4 Producer Marketer

Effective Date: 04/01/2004 Status: Suspended

8 Pipeline Blanket Sales Operating Unit

FERC Docket: MT95- 9-000

First Revised Sheet No. 374 First Revised Sheet No. 374 : Effective

Superseding: Original Sheet No. 374

REQUEST FOR SERVICE NEW AGREEMENT

COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

If the request is for firm service or capacity release and assignment, please answer the 4. a. following:

Parcel Number (required only for capacity release and assignment or auction.)

Bid Rate

b. State Bid Offer Contingencies

5. Term of service requested:

Beginning Date Evergreen Clause Ending Date (yes/no)

/ / / /

- 6. Please enter the appropriate quantities.
  - Transportation Demand/Quantity (Dth/d) for services under all Rate Schedules EXCEPT FSS, ISS, IPP or IPP-Gulf (Note, the SST Transportation Demand requested must not exceed the MDSQ for new service under FSS.)

FERC Docket: MT95- 9-000

First Revised Sheet No. 375 First Revised Sheet No. 375 : Effective

Superseding: Original Sheet No. 375

REQUEST FOR SERVICE
NEW AGREEMENT
COLUMBIA GAS TRANSMISSION CORPORATION
COLUMBIA GULF TRANSMISSION COMPANY

- b. Storage Quantity (Dth) for service under FSS or ISS Rate Schedule
- c. Maximum Daily Storage Quantity (MDSQ) for FSS (Dth/d)
- 7. Will a partial offer of the amount requested be acceptable? YES/NO

For items 8 and 9, list the following for each requested receipt and/or delivery point:

Note, for service under the ITS, ITS-1, or ITS-2 Rate Schedules, all points contained in the Master List of

Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions are deemed to be valid receipt and/or delivery point(s).

Ω

(i) Receipt Point

(ii) Dth/d

9.

(i) Delivery Point

(ii) Daily Quantity

FERC Docket: MT95- 9-000

First Revised Sheet No. 376 First Revised Sheet No. 376: Effective Superseding: Original Sheet No. 376

REQUEST FOR SERVICE NEW AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

General Comments

Requestor hereby certifies that the information contained in this Request for Transportation is complete

accurate to the best of Requestor's knowledge, information, and belief; that transportation agreements with

all downstream and upstream third-party transporters have been either executed or requested; and that

 $\textbf{Original Sheet No. 377} \; \texttt{Original Sheet No. 377} \; : \; \; \texttt{Effective}$ 

REQUEST FOR SERVICE NEW AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

all State and Federal approvals that are necessary for gas to be received into and delivered from Seller's/Transporter's facilities have been applied for or obtained.

Requestor Company:

Signed By:

Title

Date:

Original Sheet No. 378 Original Sheet No. 378: Effective

REQUEST FOR SERVICE BUYER/SHIPPER NAME OR ADDRESS CHANGE COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

1. Changes are applicable to:

Rate Schedule

Agreement No.

ALL

2. Identity of Requestor

Legal company name

Abbreviation or short name (if applicable)

Phone Number

Facsimile Number

ADDRESSES FOR AGREEMENT

MAILING

Street

City

State

Zip Code

Contact Person (Mr., Mrs., Miss, Ms.)

BILLING (if different than Mailing)

Street

City

State

Zip Code

Contact Person (Mr., Mrs., Miss, Ms.)

Original Sheet No. 379 Original Sheet No. 379: Effective

REQUEST FOR SERVICE BUYER/SHIPPER NAME OR ADDRESS CHANGE COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

IMBALANCE (if different than Billing)

Street

City

State

Zip Code

Contact Person (Mr., Mrs., Miss, Ms.)

Requestor Company:

Signed By:

Title

Date

FERC Docket: RP97-166-004

First Revised Sheet No. 380 First Revised Sheet No. 380: Effective Superseding: Original Sheet No. 380

REQUEST FOR SERVICE

REVISE RECEIPT/DELIVERY POINTS ON EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

1. Changes are applicable to:

Rate Schedule

Agreement No.

a. Identity of Requestor

Legal company name

Abbreviation or Short Name (if applicable)

Phone Number

Facsimile Number

b. Identity of Shipper (if different than Requestor)

Written documentation must be submitted to support Requestor's legal authorization to negotiate and/or bind the Shipper contractually.

Legal company name

Abbreviation or short name (if applicable)

Phone Number

Facsimile Number

3. Beginning date of requested change

FERC Docket: RP97-166-004

First Revised Sheet No. 381 First Revised Sheet No. 381 : Effective

Superseding: Original Sheet No. 381

REQUEST FOR SERVICE

REVISE RECEIPT/DELIVERY POINTS ON EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

For items 4 and 5, list the following for each requested receipt and/or delivery point:

- (i) Transaction Type:
  - A add new point of receipt or delivery;
  - I increase an existing contracted receipt/delivery point by the amount stated;
  - R reduce an existing contracted receipt/delivery point by the amount stated;
  - D delete an existing receipt/delivery point.
- (ii) Receipt/Delivery meter (Available through Seller's EBB);

The explicit receipt and/or delivery meter(s) must be identified if firm service is being requested.

- (iii) Daily quantities (Dth) to be delivered to/by Seller/Transporter.
- 4. (i) A Add
- (ii) Receipt Point (iii) Daily Quantity
- I Increase
- R Reduce
- D Delete
- 5. (i) A Add
- (ii) Delivery Point (iii) Daily Quantity
- I Increase R - Reduce
- D Delete

Original Sheet No. 382 Original Sheet No. 382: Effective

REQUEST FOR SERVICE REVISE RECEIPT/DELIVERY POINTS ON EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

General Comments

Requestor hereby certifies that the information contained in this Request for Transportation is complete

accurate to the best of Requestor's knowledge, information, and belief; that transportation agreements with

all downstream and upstream third-party transporters have been either executed or requested; and that all State

and Federal approvals that are necessary for gas to be received into and delivered from Seller's/Transporter's

facilities have been applied for or obtained.

Requestor Company:

Signed By:

Title

Date

FERC Docket: RS92- 6-005

Original Sheet No. 383 Original Sheet No. 383: Effective

REQUEST FOR SERVICE INCREASE IN QUANTITY OF AN EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

1. Changes are applicable to:

Rate Schedule

Agreement No.

2. a. Identity of Requestor

Legal Company Name

Abbreviation or short name (if applicable)

Phone Number

Facsimile Number

b. Identity of Buyer/Shipper (if different than Requestor)

Written documentation must be submitted to support Requestor's legal authorization to negotiate and/or bind the Buyer/Shipper contractually.

Legal Company Name

Abbreviation or short name (if applicable) Phone Number

Facsimile Number

3. The Buyer/Shipper is a(n) (Please enter the appropriate code.)

### CODE

- 1 Local Distribution Company
- 2 Interstate Pipeline Company 3 Intrastate Pipeline Company
- 4 End User
- 5 Producer
- 6 Marketer
- Other
- 8 Pipeline Blanket Sales Operating Unit

FERC Docket: MT95- 9-000

First Revised Sheet No. 384 First Revised Sheet No. 384 : Effective

Superseding: Original Sheet No. 384

REQUEST FOR SERVICE

INCREASE IN QUANTITY OF AN EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

4. a. If the request is for firm service, please enter the following:

Parcel Number

Bid Rate (The stated rate will be deemed to be the agreement's currently effective rate.)

b. State Bid Offer Contingencies

5. Beginning date of requested change

/ /

6. Please enter the appropriate quantities.

a. Transportation Demand/Quantity (Dth/d) for services under all Rate Schedules EXCEPT FSS, IPP or IPP-Gulf (Note, the SST Transportation Demand requested must not exceed the MDSQ for new service under FSS.)

b. Storage Quantity (Dth) for service under FSS

- c. Maximum Daily Storage Quantity (MDSQ) for FSS (Dth/d)
- 7. Will a partial offer of the amount requested be acceptable? YES/NO

FERC Docket: MT95- 9-000

First Revised Sheet No. 385 First Revised Sheet No. 385 : Effective

Superseding: Original Sheet No. 385

REQUEST FOR SERVICE

INCREASE IN QUANTITY OF AN EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

For items 8 and 9, list the following for each requested receipt and/or delivery point: Note, for service under the ITS, ITS-1, or ITS-2 Rate Schedules, all points contained in the Master List of

Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions are deemed to be valid receipt and/or delivery point(s).

- (i) Transaction Type:
  - A add new point of receipt or delivery;
  - I increase an existing contracted receipt/delivery point by the amount stated;
  - R reduce an existing contracted receipt/delivery point by the amount stated;
  - D delete an existing receipt/delivery point.
- (ii) Receipt/Delivery meter (Available through Seller's EBB);

The explicit receipt and/or delivery meter(s) must be identified if firm service is being requested.

(iii) Daily quantities (Dth) to be delivered to/by Seller/Transporter.

8.

- (i)A Add
  - (ii) Receipt Point (iii) Daily Quantity
  - I Increase R - Reduce
  - D Delete

FERC Docket: MT95- 9-000

First Revised Sheet No. 386 First Revised Sheet No. 386: Effective Superseding: Original Sheet No. 386

REQUEST FOR SERVICE
INCREASE IN QUANTITY OF AN EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

(i)A - Add I - Increase (ii) Delivery Point (iii) Daily Quantity

R - Reduce D - Delete

Original Sheet No. 387 Original Sheet No. 387: Effective

REQUEST FOR SERVICE INCREASE IN QUANTITY OF AN EXISTING AGREEMENT COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY

General Comments

Requestor hereby certifies that the information contained in this Request for Transportation is complete

accurate to the best of Requestor's knowledge, information, and belief; that transportation agreements with

all downstream and upstream third-party transporters have been either executed or requested; and that all State

and Federal approvals that are necessary for gas to be received into and delivered from Seller's/Transporter's facilities have been applied for or obtained.

Requestor Company:

Signed By:

Title

Date

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Fourth Revised Sheet No. 388 Fourth Revised Sheet No. 388: Effective Superseding: Third Revised Sheet No. 388
FORM OF RELEASE NOTICE

(Releasor) hereby notifies Columbia Gulf Transmission Company
(Transporter) that pursuant to Section 14 of the General Terms and Conditions of Transporter's FERC Gas Tariff,
Second Revised Volume No. 1 (Tariff), it desires to release and assign its service rights (i) under its Service
Agreement (Agreement) under the Rate Schedule with Transporter dated, 20
and having Contract Number, as limited and described herein; or (ii) under another Assignment Agreement (Agreement) by and between Releasor and pertaining to service under
Transporter's Rate Schedule dated, 20, and having Assignment Number, as limited and described herein.
1. Prearrangement. The capacity and service rights described herein shall be submitted for bid pursuant to Section 14 of the General Terms and Conditions of Transporter's Tariff as a release for which:
(a) there is no prearranged assignment; or
(b) an assignment has been prearranged with
(Replacement Shipper) and does not qualify as an exempt from bidding offer as described in the General Terms
and Conditions 14.2(a) or 14.2(c).
2. Released Service Rights. The capacity and service rights to be released and assigned under the Agreement shall be as follows:
(a) Quantity: Dth/day.
(b) The release of capacity and service rights described herein shall commence as of, 20, and shall continue in full force and effect until, 20, subject to any recall rights specified herein by Releasor.
(c) Receipt points and MDQ's, and delivery points and MDDO's (if set forth in an attachment, please indicate:
<del></del>
(d) In the case of 1.(b) above, the price offered under the prearrangement in absolute dollars and cents or percent of maximum:
·
(e) The resulting assignment may may not be reassigned.
(f) This release will "Stand Alone." Yes No If not "Stand Alone," please state all parcel numbers that must be accepted by the Replacement Shipper (if parcel numbers are unknown due to
manual submission, then all releases that must be accepted as a package must be submitted together in written format.)

Effective Date: 07/01/2002 Status: Effective FERC Docket: RP02-252-001

Substitute Third Revised Sheet No. 389 Substitute Third Revised Sheet No. 389: Effective Superseding: Third Revised Sheet No. 389 FORM OF RELEASE NOTICE (Cont'd)
3. Releasor's Recall Rights. Releasor's recall rights shall be subject to the following requirements:
(a) The frequency with which Releasor may recall the capacity shall be:
; and
(b) The maximum duration of any such recall(s) shall be:
(c) The released capacity may may not be recalled at any of the nomination cycles.
(d) The Replacement Shipper has has not the option to accept the capacity after a recall for the remainder of the release term.
4. Form of Price Bid. Bids for the capacity and service rights to be released and assigned are to be submitted on the basis of:
(a) (I) a two-part rate only, (ii) a one-part volumetric rate only, (iii) a blended rate, or (iv) any of the above, and
(b) (I) absolute dollars and cents, or (ii) percent of maximum rate.
5. Minimum Conditions. The minimum price, minimum term, or minimum volume, if any, applicable to bids for the released capacity are as follows: (i) price; (ii) term; and (iii) volume Any other minimum conditions applicable to bids for the released capacity are as follows:

Original Sheet No. 389A <code>Original Sheet No. 389A</code> : <code>Effective</code>

FORM OF RELEASE NOTICE (Cont'd)

6. Contingent Bids. Contingent bids for the released capacity (check one) will or will not be permitted. If contingent bids will be permitted, the terms and conditions of acceptable contingencies including the manner in which such contingent bids will be evaluated are as follows:	
	-
_·	-
7. Maximum Reservation Charge. The maximum reservation charge (including demand-type surcharges) applicable to the released capacity is:	
8. Posting Period. The date and time at which this Release Notice shall be posted on Transporter's EBB shall be: Date: Time: Bidding shall commence at the time	
of posting and shall continue until: Date: Time: (must comply with the minimum established in the General Terms and Conditions Section 14.2(d)).	

FERC Docket: RP97-166-004

First Revised Sheet No. 390 First Revised Sheet No. 390 : Effective

Superseding: Original Sheet No. 390

FORM OF RELEASE NOTICE (Cont'd)

9. Evaluation and Tie-Breaking Criteria. Releasor agrees that all bids for its released capacity shall be evaluated by Transporter pursuant to the evaluation criteria referenced in Section 14.1(c)
of the General Terms and Conditions of Transporter's Tariff, unless alternate evaluation criteria are otherwise specified as follows:
·
Releasor further agrees that the criteria for breaking ties among highest bidders shall be as specified in
Section 14.4(d) of the General Terms and Conditions of Transporter's Tariff, unless alternate tie-breaking criteria are specified as follows:
·
10. Releasor's Contact Person. Releasor's contact person with respect to this Release Notice is:  Name: Telephone No.: Facsimile No.:
11. Type of Rate. Bids for the capacity are to be submitted on the basis of: a two-part rate only; Blended rate (combination of two-part/one-part
rate); either reservation or volumetric; or best of reservation or volumetric charge.
12. Indemnification. This release is is not subject to an indemnification provision pursuant to which the initial Replacement Shipper for the released capacity shall indemnify Releasor for any
claims relating to refunds made by successive Replacement Shippers of that capacity. Any such indemnification
provision must be subject to the requirement that Releasor correctly calculate refunds to the initial Replacement Shipper. If any such indemnification provision applies to this release, the terms of that provision are as follows:
•
10 5 7 4 4 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7

- 13. Bids. All bids for the capacity to be released and assigned, as limited and described in this Release Notice, shall be made to Transporter in accordance with the provisions of Section 14 of the General Terms and Conditions of Transporter's Tariff.
- 14. Conditions of Release. Transporter reserves the right to request modifications or deletions of all or any portion of this Release Notice to the extent it is incomplete or fails to conform in any manner

to the requirements in Transporter's Tariff. Transporter shall have no responsibility for any errors, omissions, or other aspects of this Release Notice.

Effective Date: 08/01/2008 Status: Effective FERC Docket: RP07-500-000 Third Revised Sheet No. 391 Third Revised Sheet No. 391: Effective Superseding: Second Revised Sheet No. 391 Assignment Agreement No. Offer No. FORM OF ASSIGNMENT AGREEMENT , 20 , is This Assignment Agreement (Agreement) made and entered into bу and between (Replacement Shipper), and Columbia Gulf Transmission Company (Transporter). WITNESSETH: WHEREAS, pursuant to a Release Notice complying with Section 14 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), (Releasor) released capacity and service rights under its Service Agreement with Transporter or under a prior Assignment Agreement, subject to the requirements set forth in said Section 14 and in this Release Notice; and, WHEREAS, Replacement Shipper is to be awarded all or part of such capacity and service rights in accordance with Section 14 of Transporter's Tariff. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as

1. Assignment. Transporter hereby assigns to Replacement Shipper the capacity and service rights in Releasor's Service Agreement under the Rate Schedule with Transporter having Agreement or Assignment Agreement Number , to the extent described in Appendix A, attached hereto and incorporated herein by reference.

follows:

Effective Date: 08/01/2008 Status: Effective

FERC Docket: RP07-500-000

Fourth Revised Sheet No. 392 Fourth Revised Sheet No. 392: Effective

Superseding: Third Revised Sheet No. 392
FORM OF ASSIGNMENT AGREEMENT (Cont'd)

- 2. Obligations of Replacement Shipper.
- (a) Replacement Shipper shall be responsible for nominating and scheduling with Transporter all service to be rendered by Transporter for the benefit of Replacement Shipper under this Agreement.
- (b) Replacement Shipper shall comply with (i) the terms and conditions of the assigned Service Agreement or Assignment Agreement described in Section 1 above, (ii) Transporter's applicable Rate Schedule
- (iii) Appendix A attached hereto, (iv) the General Terms and Conditions of Transporter's Tariff, under which

Replacement Shipper shall be deemed to be a "Shipper". and (v) the terms, conditions and provisions specified in

the Release Notice bearing the above-referenced Offer No.

(c) On two-part rate releases, Replacement Shipper shall pay to Transporter a reservation charge of \$ per Dth/month or% of the maximum rate per Dth/month; and Replacement Shipper shall pay to
Transporter all commodity charges and any commodity surcharges. On one-part volumetric rate releases, Replacement Shipper shall pay to Transporter a rate of¢ per Dth/day/month or% of the maximum rate
per Dth/day/month. Any releases at the maximum Tariff rate or at a % of the maximum Tariff rate are subject to
adjustment as these rates may be changed from time to time upon approval of the Commission. In addition, Replacement Shipper shall pay to Transporter (i) any penalties or imbalance correction costs associated with the
capacity and service rights assigned under this Agreement and (ii) any applicable overrun charges, as set forth
in Transporter's currently-effective Tariff, as any of these charges may be adjusted from time to time upon
approval of the Commission. As provided in Section 14.8(b) of the General Terms and Conditions of Transporter's
Tariff, in the event of termination of Releasor's Service Agreement with Transporter under Section 10.7 of the
General Terms and Conditions, Replacement Shipper's Assignment Agreement with Transporter is deemed terminated
unless Replacement Shipper agrees to pay the lower of: (1) the Releasor's contract rate, or (2) the maximum
tariff rate for the service for the remainder of the Replacement Shipper's Assignment Agreement.
3. Obligations of Transporter. Transporter shall provide service to Replacement Shipper and shall bill Releasor and Replacement Shipper in accordance with (i) the assigned Service Agreement or Assignment Agreement
described in Section 1 above, (ii) Transporter's applicable Rate Schedule, (iii) Appendix A attached hereto, and
(iv) the General Terms and Conditions of Transporter's Tariff.
4. Term. Service under this Agreement shall commence as of, 20, and shall
continue in full force and effect until, 20
5. Releasor's Recall Rights. This Agreement and the assignment herein shall be subject to Releasor's rights to recall in accordance with the Transporter's Tariff requirements under Section 14 and the recall

provisions stated on the Release Notice bearing the above-referenced Offer No.

Effective Date: 08/01/2008 Status: Effective

FERC Docket: RP07-500-000

Fifth Revised Sheet No. 393 Fifth Revised Sheet No. 393 : Effective

Superseding: Substitute Fourth Revised Sheet No. 393

FORM OF ASSIGNMENT AGREEMENT (Cont'd)

6. Notices. Notices given under this Agreement shall be provided in accordance with Section 28 of the General Terms and Conditions of Transporter's Tariff as follows:

Ιf	to	Transporter	
Ιf	to	Replacement	Shipper:

7. Successors and Assigns. Consistent with Section 14 of the General Terms and Conditions of Transporter's Tariff, this Agreement shall be binding upon, and shall inure to the benefit of, the parties

hereto and their respective successors and assigns; provided that if this Agreement is subject to recall rights

as set forth in Section 5 above, the capacity and service rights assigned herein shall not vary the recall

provisions contained in the original assignment.

- 8. Other Provisions. All applicable provisions of Transporter's Tariff are incorporated herein and made a part hereof by reference.
- 9. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas.

FERC Docket: RP97-166-004

First Revised Sheet No. 394 First Revised Sheet No. 394: Effective Superseding: Original Sheet No. 394

FORM OF ASSIGNMENT AGREEMENT (Cont'd)

Replacement Shipper
Ву:
Name:
Title:
Date:
Transporter
Ву:
Name:
Title:
Date:

Note: Appendix A, attached hereto and incorporated herein by reference, shall be Transporter's form of Appendix A set forth in Transporter's Tariff pertaining to Transporter's Rate Schedule under which the service assigned in this Assignment Agreement is released by Transporter, completed to describe

the capacity and service rights assigned to Replacement Shipper under this Assignment Agreement.

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Fifth Revised Sheet No. 395 Fifth Revised Sheet No. 395 : Effective Superseding: Fourth Revised Sheet No. 395 INFORMATIONAL POSTING FORM FOR PREARRANGED ASSIGNMENTS

(Releasor) hereby posts on the Electronic Bulletin Board	
(EBB)	
of Columbia Gulf Transmission Company (Transporter), pursuant to Section 14 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), Releasor's release its service rights (i) under its Service Agreement under the Rate Schedule (Agreement) with Transporter	of
dated, 20 and having Contract Number, as limited and described herein; (ii) under that certain Assignment Agreement (Agreement) by and between Releasor and	or
described herein.	
1. Prearrangement.	
(a) an assignment has been prearranged with (Replacement Shipper) for a period of 31 days or less; or	
(b) an assignment has been prearranged with (Replacement Shipper) for a period of more than 31 days and	
Replacement Shipper has agreed to pay the maximum applicable rate.	
2. Released Service Rights. The capacity and service rights released under the Agreement as follows:	
(a) Quantity: Dth/day;	
(b) The release of capacity and service rights described herein shall commence as of, 20, and shall continue in full force and effect until, 20, subject to any recall rights specified by Releasor herein.	
(c) Receipt points and MDQ's, and delivery points and MDDO's (if set forth in an attachment, please indicate):	
(d) The resulting assignment may may not be reassigned.	
(e) This release will "Stand Alone." Yes No If not "Stand Alone," please state all parcel numbers that must be accepted by the Replacement Shipper (if parcel numbers are unkno due	wn
to manual submission, then all releases that must be accepted as a package must be submitted together written format.)	in

Substitute First Revised Sheet No. 395A Substitute First Revised Sheet No. 395A: Effective Superseding: First Revised Sheet No. 395A INFORMATIONAL POSTING FORM FOR PREARRANGED ASSIGNMENTS

3. Releasor's Recall Rights. Releasor's recall rights shall be as follows:

(a) The frequency with which Releasor may recall the capacity shall be:

(b) The maximum duration of any such recall(s) shall be:

and

(c) The released capacity may \_\_\_\_ may not \_\_\_\_ be recalled at any of the nomination cycles.

(d) The Replacement Shipper has \_\_\_\_ has not \_\_\_\_ the option to accept the capacity after a recall for the remainder of the release.

4. Charges. All rates, charges and surcharges for the release to be paid by Replacement Shipper to Releasor shall be:

Effective Date: 07/01/2002 Status: Effective

386

Effective Date: 01/14/2006 Status: Effective

FERC Docket: RP06-145-000

Third Revised Sheet No. 396 Third Revised Sheet No. 396: Effective

Superseding: Second Revised Sheet No. 396
FORM OF ELECTRONIC CONTRACTING AGREEMENT

THIS ELECTRONIC CONTRACTING A	GREEMENT (the "Agreement") is made	e as of, 20, by and	among
		(Columbia Gas); COLUMBIA GULF TRANSMI	
COMPANY, a Delaware corporati	on (Columbia Gulf); and CROSSROADS	FIPELINE COMPANY, an Indiana corpor	ation
(Crossroads) all with offices	at 1700 MacCorkle Avenue, S.E., 0	Charleston, West Virginia 25314	
(collectively			
"Pipeline") and	("Subscriber"), a	corporation, with offices at	

### RECITALS

WHEREAS, Pipeline and Subscriber have entered into or may in the future enter into one or more new or amended

Service Agreements or Assignment Agreements pursuant to the provisions of Pipeline's effective FERC Gas Tariff,

Second Revised Vol. No. 1 (Tariff), on file with the Federal Energy Regulatory Commission, or nonjurisdictional

agreements or contracts (collectively "Contracts"); and

WHEREAS, Pipeline provides an Electronic Bulletin Board service through the Columbia Navigator, which includes

an electronic data interchange component, pursuant to Section 2 of the General Terms and Conditions (GTC) of

the Tariff; and

WHEREAS, Pipeline and Subscriber desire to facilitate the provision and receipt of service for their mutual

benefit by entering into Contracts and transacting business under such Contracts by electronically transmitting

and receiving data through Navigator in agreed formats ("Transactions") in substitution for conventional paper-

based documents, and further desire to assure that such Transactions and Contracts are not legally invalid or

unenforceable as a result of the use of available electronic technologies; and

WHEREAS, the terms and conditions governing electronic contracting are contained in GTC Section 5.7;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and the benefits to be

derived, the parties, intending to be legally bound, agree as follows:

- 1. Any Contract entered into electronically between the parties shall be governed by the provisions of said GTC Section 5.7, as it may be amended or modified from time to time, which is incorporated herein by reference.
- 2. The provisions of GTC Sections 2 [Electronic Bulletin Board], 5 [Service Agreement], 15 [Force Majeure], 27 [Schedules and Contracts Subject to Regulation and Revision] and 28 [Notices] of the Tariff

are incorporated herein by reference and shall bind the parties with respect to this Agreement.

3. The person(s) designated and properly authorized by Subscriber to bind Subscriber to Contracts through electronic communications and the use of the User Identification(s) and Password(s) assigned

to such person(s) is as follows:

4. If only one of the Pipelines executes this Agreement with the Subscriber, this Agreement shall be binding only upon the Subscriber and the Pipeline that executed it. This Agreement need not be executed by all three parties to be effective.

Superseding: First Revised Sheet No. 397
 FORM OF ELECTRONIC CONTRACTING AGREEMENT (Cont'd)

WHEREFORE, each party has caused this Agreement to be properly executed on its behalf effective as of the date first above written.

COLUMBIA GAS TRANSMISSION CORPORATION COLUMBIA GULF TRANSMISSION COMPANY CROSSROADS PIPELINE COMPANY SUBSCRIBER:

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

Name: \_\_\_\_\_\_ Name: \_\_\_\_\_\_\_

Title: \_\_\_\_\_\_ Title: \_\_\_\_\_\_\_

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

Effective Date: 01/14/2006 Status: Effective

Second Revised Sheet No. 397 Second Revised Sheet No. 397 : Effective

FERC Docket: RP06-145-000

FERC Docket: RP10-592-000

Second Revised Sheet No. 398 Second Revised Sheet No. 398 Superseding: First Revised Sheet No. 398

SHEET NOS. 398 THROUGH 418 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

Second Revised Sheet No. 399 Second Revised Sheet No. 399: Effective

Superseding: First Revised Sheet No. 399

OPERATIONAL BALANCING AGREEMENT (Cont'd)

transmitted by facsimile or when mailed, by either certified or ordinary mail, postage prepaid, to the post office address of either of the Parties hereto, as the case may be, as follows:

Attention:	
Phone:	_
Fax:	
Columbia Gulf Transmission Compa: 2603 Augusta P. O. Box 683 Houston, Texas 77001	ny
Attention:	
Manager, Customer Services Phone: (713) Fax: (713)	
Fax: (713)	

A Party's phone or fax numbers or address set forth herein may be changed from time to time by giving written

notice of such change to the other Party. Such changes shall be effective upon actual receipt of such notice

by the other Party.

ARTICLE II

RECONCILIATION OF OPERATIONAL IMBALANCES

2.1 The Parties intend that the quantities of gas actually delivered and received each day at the Interconnection Point(s) will equal the confirmed nominations, and the party controlling the flow at the

Interconnection Point(s), as set forth on Exhibit "A", shall control such flow accordingly. Each Party shall

allocate the volumes to be delivered and received at the Interconnection Point(s) among the Shippers in accordance with the confirmed nominations. Any difference between the aggregate quantity of gas nominated and

the aggregate quantity of gas actually delivered at the  $Interconnection\ Point(s)$  on any given day by each Party

shall constitute the Operational Imbalance for each Party for that day (the "Daily Operational Imbalance").

(..continued)

FERC Docket: RP96-261-000

Second Revised Sheet No. 400 Second Revised Sheet No. 400 : Effective

Superseding: First Revised Sheet No. 400

OPERATIONAL BALANCING AGREEMENT (Cont'd)

2.2 During any given month, estimated meter quantities (mcf) shall be used by each Party on a daily basis to determine the estimated Daily Operational Imbalance, if any, at the Interconnection Point(s)

for any given day. The Parties shall promptly make such physical flow adjustments as may be necessary in order

to prevent, reduce or eliminate any Daily Operational Imbalance. The daily variance in the estimated

Operational Imbalance should not exceed five percent (5%) of the aggregate quantities nominated for the day,

nor two percent (2%) of the aggregate monthly quantities.

2.3 The sum of estimated Daily Operational Imbalances for each day in a given month shall constitute the estimated Monthly Operational Imbalance for such month. By the fifth day of the month following

any given month in which an estimated Monthly Operational Imbalance arises, the measuring Party, as identified

on Exhibit "A", will notify the other Party as to the estimated Monthly Operational Imbalance for the prior

month, and the Parties shall promptly make such physical flow modifications as may be necessary to reduce or

eliminate any such Monthly Operational Imbalance.

2.4 The actual MMBtu at the Interconnection Point(s) each month will be determined and the actual

Monthly Operational Imbalance communicated by the allocating Party to the other Party in writing as soon as

possible, but in no case later than the fifteenth day of the month following the month in which the actual

Monthly Operational Imbalance arises. The Parties shall correct any actual Monthly Operational Imbalance by

the end of the month within which the actual Monthly Operational Imbalance is determined, or within such longer period of time as may be agreed to by the Parties. Deliveries of gas to correct actual Monthly Operational Imbalances may be made between the parties at the Interconnection Point(s) set forth on Exhibit

"A", or at any other point of interconnection between the respective facilities of the Parties as may be mutually agreed to by the Parties.

2.5 Any gas volumes received and delivered to correct an Operational Imbalance shall be adjusted for variations in Btu content in accordance with the applicable provisions of the FERC Gas Tariff of the Party

which received the gas. Measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in the measuring Party's then effective FERC Gas Tariff.

2.6 In the event that a capacity constraint occurs on either Party's pipeline system which results in curtailment of deliveries through an Interconnection Point, the Party on whose system the constraint

has occurred shall determine the appropriate reallocation of quantities due to curtailment as pursuant to the

provisions of Article I. If the constraint occurs at the Interconnection Point, the Party which owns the meter

at the Interconnection Point shall be deemed to have the constraint on its system.

#### ARTICLE III TERM

3.1 This Agreement shall be effective and the procedures set forth in this Agreement shall be implemented as of the day and year first above written, and shall continue in effect month-to-month thereafter;

provided, however that either Party may terminate this Agreement at any time by giving forty-eight (48) hours

prior written notice of termination to the other Party, to be effective at the end of the month of such notification.

FERC Docket: RP96-261-000

First Revised Sheet No. 401 First Revised Sheet No. 401 : Effective

Superseding: Original Sheet No. 401

OPERATIONAL BALANCING AGREEMENT (Cont'd)

# ARTICLE IV OTHER AGREEMENTS

4.1 In the event that any provision of this Agreement conflicts with any provision of the Parties' respective FERC Gas Tariffs or transportation agreements, the applicable provision of the Parties'

FERC Gas Tariffs or transportation agreements shall take precedence over the conflicting provisions of this

Agreement; provided, however, that no Party or Daily or Monthly Operational Imbalance, estimated or actual,

shall be subject to (i) a cash-in or cash-out, or (ii) an operational flow order, unless specifically provided

for in this Agreement.

# ARTICLE V NO THIRD PARTY BENEFICIARIES

5.1 This Agreement shall not create any rights in third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Parties.

## ARTICLE VI STANDARD OF PERFORMANCE

6.1 The Parties understand and agree that performance under this Agreement shall occur only on a good faith basis. In the event of nonperformance or noncompliance by either Party with respect to one or

more of the conditions set forth herein, such Party shall not be liable in any manner to the other Party or

to any third parties for such nonperformance or noncompliance; except that, the Parties shall be legally obligated to reconcile any outstanding actual Operational Imbalance under this Agreement and which may exist

upon termination of this Agreement consistent with the relevant terms and conditions set forth in this Agreement.

### ARTICLE VII GOVERNING LAW

7.1 The construction and interpretation of this Agreement shall be governed by the laws of the State of Texas, excluding any conflict of law rule which would refer any matter to the laws of a jurisdiction

other than the State of Texas.

FERC Docket: RP96-261-000

First Revised Sheet No. 402 First Revised Sheet No. 402: Effective Superseding: Original Sheet No. 402

OPERATIONAL BALANCING AGREEMENT (Cont'd)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized officers to be effective as of the day and year first above written.

COLUMBIA GULF TRANSMISSION COMPANY
By:
Name:
Date:
Title:
Ву:
Name:
Date:
Title.

FERC Docket: RP96-261-000

First Revised Sheet No. 403 First Revised Sheet No. 403: Effective Superseding: Original Sheet No. 403

OPERATIONAL BALANCING AGREEMENT (Cont'd)

EXHIBIT "A" Interconnection Point(s)

Party With Location Meter Name Meter No. County, State Measuring Party Flow Control

First Revised Sheet No. 404 First Revised Sheet No. 404 : Effective

SHEET NOS. 404 THROUGH 409 INCLUSIVE ARE BEING RESERVED FOR FUTURE USE

FERC Docket: RP01-342-000

Second Revised Sheet No. 410 Second Revised Sheet No. 410 : Effective Superseding: Sheet Nos. 410 - 418

TRADING PARTNER AGREEMENT FOR ELECTRONIC DATA INTERCHANGE HAS BEEN CANCELLED.

SHEET NOS. 410 - 418 ARE BEING RESERVED FOR FUTURE USE.

FERC Docket: RP97-166-005

Original Sheet No. 411 Original Sheet No. 411: Effective

## TRADING PARTNER AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (Cont'd)

1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software,

services and testing necessary to effectively and reliably transmit and receive Documents.

1.4. Security Procedures. Each party shall properly use those security procedures, including those specified

in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are

authorized and to protect its business records and data from improper access.

1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s)

or code(s) which are to be affixed to or contained, where required, in the Document transmitted by such party

("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement shall be specified in the

Appendix applicable to such Transaction Set(s). Each party agrees that the Signature Code(s) of such party

affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such

Document(s). No party shall disclose to any unauthorized person the Signature Code(s) of any other party.

Section 2. Transmissions.

2.1. Proper Receipt. 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 Appendix. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as the Computer provided by the receiving

party's Provider, for Transmission.

- 2.2. Verification.
- 2.2.1. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.
- 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X12 Transaction Set
- 997, which confirms a Document (in the format specified by such acknowledgment) has been received and whether
- all required portions of the Document are syntactically correct, but which does not confirm the substantive

content(s) of the related Document.

- 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document" as a substitute
- for or in addition to an ASC X12 Transaction Set 997. A "response document" confirms that a Document (in the

format specified by such acknowledgment) 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. If the parties designate a response document as a substitute

for a functional acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments

shall apply to such response documents.

2.2.4. A functional acknowledgment, or a response document that has been designated in the Appendix as a substitute for a functional acknowledgment, shall constitute conclusive evidence a Document has been properly

### received.

2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party fails to promptly

and properly transmit a functional acknowledgment or response document in return for a properly received Document, where required, the originating party's records of the contents of the Document shall control.

FERC Docket: RP97-166-005

Original Sheet No. 412 Original Sheet No. 412: Effective

## TRADING PARTNER AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (Cont'd)

2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting

properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

- 2.4 Garbled Transmissions.
- 2.4.1 If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if originating party is identifiable from the received Document)
- in a reasonable manner. In the absence of such a notice and where a functional acknowledgment or response

document has resulted, the originating party's records of the contents of such Document shall control.

- 2.4.2 If any party discovers errors or discrepancies in data transmitted under this Agreement, then that party shall notify the other party and the originating party shall use reasonable efforts to correct and retransmit such data to the other.
- 2.5. Retransmissions. If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Timeframe indicated in the Appendix,

the originating party shall retransmit the Document.

Section 3. Transaction Terms.

3.1. Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing

it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction

made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to

those terms and conditions, including any terms for payment, included in the Appendix.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions

applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of this Agreement, if any party

determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed

by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate

notice defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice

of termination of this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice

by the other party to this Agreement.

- 3.2. 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, by written agreement between

the parties, or by applicable law.

- 3.3. Validity: Enforceability.
- 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.
- 3.3.2. 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 affixed, a Signature Code

("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.

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## TRADING PARTNER AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (Cont'd)

3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly

transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other

written agreement described in Section 3.1.

3.3.4. 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.

Section 4. Miscellaneous.

4.1. Termination. This Agreement shall be effective as of the date first set forth above and shall remain

in effect until terminated by any 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 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, the Appendix and Pipeline's FERC Gas Tariff constitute the complete

agreement between 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. 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. In the event of any conflict between this Agreement, including the Appendix, and the Pipeline's FERC Gas Tariff, the Pipeline's FERC Gas Tariff provisions shall control.

- 4.4. Governing Law. This Agreement, and all of the rights and duties of the Parties arising from or relating
- in any manner to the subject of this Agreement or the transactions completed hereby, shall be governed by,
- construed and enforced in accordance with the laws of the State of West Virginia.
- 4.5. 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.

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FOR
ELECTRONIC DATA INTERCHANGE (Cont'd)

4.6. Responsibility for System Failure. Each EDI user shall bear the consequences of any failure in its

own EDI-related equipment or system, and no such failure shall in any way affect the requirements under Transporter's Tariff or Service Agreements for communications, or the impact under the Tariff or Service Agreements of any failure by either party to make or receive such communications. The standards of liability

applicable to the operation of the EDI equipment within Transporter's ownership and control shall be the same

standards as are applicable to Transporter's other equipment and operations.

4.7. 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 Appendix to the addressee party at such party's address as set forth in the Appendix. Any party may change

its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior

written notice of such new address in accordance with the preceding provisions.

4.8. Assignment. This Agreement may not be assigned or transferred by any 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.

4.9 Waivers. No waiver of any of the terms and conditions of this Agreement shall be effective or binding

unless such waiver is in writing and is signed by the Party which granted such waiver. 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.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts, all of which

constitute but one and the same instrument.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Columbia Gas Transmission Corporation Columbia Gulf Transmission Company	Company Name:
Ву:	Ву:
Name:	Name:
Title:	Title:

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

First Revised Sheet No. 415 First Revised Sheet No. 415 : Effective

Superseding: Original Sheet No. 415

#### APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATE \_\_\_\_\_\_ (DATE)

COMPANY NAME Columbia Gas Transmission Corporation Columbia Gulf Transmission Company STREET ADDRESS 1700 MacCorkle Avenue, SE STATE/PROVINCE/COMMONWEALTH WV CITY Charleston ZIP/POSTAL CODE 25314 ATTENTION Manager, Commercial Services PHONE 304-357-2865 FAX 304-357-3527 Columbia Gas Transmission Corporation 05474804 054748041 DUNS NUMBER COMPANY NAME STREET ADDRESS STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_ ZIP/POSTAL CODE ATTENTION \_\_\_\_ (NAME, TITLE) OTHER NOTICE METHOD & ADDRESS

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-166-005

Original Sheet No. 416 original Sheet No. 416 : Effective

# APPENDIX ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATE DATE

	TO BE EFFECTIVE (DATE)		
1.	ALLOCATION OF COSTS: Sender: Pays all costs to get its data to the receiving party's Receipt Computer. Receiver: Pays all costs to retrieve the data.		
2.	STANDARDS: Specify all applicable standards and the issuing organizations. ANSI ASC X12		
Appendix.	Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transactions contained in this		
3.	INDUSTRY GUIDELINES: Specify all applicable published industry guidelines. GISB EDI Implementation Guides		
	The mutually agreed provisions of this Appendix shall control in the event of any conflict any listed industry guidelines.	wit	
4. the	SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption authentication, if any. For nominations, the Pipeline requires that a password be supplied ISA02 field. Please provide the password below.)		
5. "None".)	TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter		
6. place this of this	REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties a list of type(s) of agreements, as well as language which provides for the incorporation Appendix of all agreements of specified type(s) which are executed subsequent to ratificat Appendix.)	into	
7.	CONFIDENTIAL INFORMATION (including CONFIDENTIALITY CODE): (See Section 3.2. If not applicable, enter "None".)		

Effective Date: 03/01/2000 Status: Effective

FERC Docket: RP00-171-000

First Revised Sheet No. 417 First Revised Sheet No. 417: Effective

Superseding: Original Sheet No. 417

### APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

TO BE EFFECTIVE \_\_\_\_\_ (DATE)

PIPELINE

COMPANY NAME: Columbia Gas Transmission Columbia Gulf Transmission Company	Corporation		
EDI CONTACT NAME:			
PHONE:	FAX:		
EMAIL:			
TRADING PARTNER INFO			
COMPANY NAME:			
DUNS NUMBER:			
EDI CONTACT NAME:			
PHONE:	FAX:		
EMAIL:			

### INTERNET EDI INFORMATION

Trading Partner

Pipeline

Testing Information PGP Public Key

E-mail to navigator@columbiaenergygroup.com

EDM URL User Name/Password ISA Qualifier ISA ID

Production Information

PGP Public Key

E-mail to navigator@columbiaenergygroup.com

EDM URL User Name/Password ISA Qualifier ISA ID

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(This section may be in the Appendix or the Exhibit, but must be in one or the other place.)

All Exhibits attached hereto are to be considered attached to the Appendix and made a part thereof.

there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all

purposes set forth in this Appendix and the attached  $\operatorname{Exhibit}(s)$ .

Columbia Gas Transmission Corporation Columbia Gulf Transmission Company	COMPANY NAME:
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	- TITLE: