Table of Contents	
First Revised Sheet No. 0	8
Fifth Revised Sheet No. 1	9
First Revised Sheet No. 2	10
SECOND REVISED SHEET NO. 3	11
THIRTY-FIRST REVISED SHEET NO. 4	12
TWENTY-FOURTH REVISED SHEET NO. 4A	13
Fourth Revised Sheet No. 4B	14
SECOND REVISED SHEET NO. 4C	15
ORIGINAL SHEET NO. 4D	16
ORIGINAL SHEET NO. 4.01	17
Ninth Revised Sheet No. 5	18
Original Sheet No. 5A	19
SEVENTH REVISED SHEET NO. 6	20
FIRST REVISED SHEET NO. 6A	21
Substitute Original Sheet No. 6B	22
Original Sheet No. 6C	23
Original Sheet No. 6D	24
Substitute Original Sheet No. 6E	25
FOURTH REVISED SHEET NO. 6F	26
FOURTH REVISED SHEET NO. 6G	27
FOURTH REVISED SHEET NO. 6H	28
FIRST REVISED SHEET NO. 61	29
FIRST REVISED SHEET NO. 6J	30
FOURTH REVISED SHEET NO. 6K	31
FOURTH REVISED SHEET NO. 6L THIRD REVISED SHEET NO. 6M	32 33
FIRST REVISED SHEET NO. 6N	33
ORIGINAL SHEET NO. 6P	35
ORIGINAL SHEET NO. 6Q	36
FIRST REVISED SHEET NO. 6R	30
FIRST REVISED SHEET NO. 6S	38
FIRST REVISED SHEET NO. 6F.01	39
Third Revised Sheet No. 7	40
Original Sheet No. 7A	41
Original Sheet No. 7B	42
FIRST REVISED SHEET NO. 7C	43
TENTH REVISED SHEET NO. 8	44
THIRD REVISED SHEET NO. 8A	45
SECOND REVISED SHEET NO. 8B	46
First Revised Sheet No. 9	47
FIFTH REVISED SHEET NO. 10	48
First Revised Sheet No. 10A	49
Original Sheet No. 10B	50
First Revised Sheet No. 10C	51
Sixth Revised Sheet No. 11	52

Fourth Revised Sheet No. 11A	53
Seventh Revised Sheet No. 11B	54
Second Revised Sheet No. 12	55
Sub. Third Revised Sheet No. 13	56
Original Sheet No. 13A	57
Fifth Revised Sheet No. 14	58
Fifth Revised Sheet No. 15	59
Second Revised Sheet No. 15A	60
First Revised Sheet No. 15B	61
Sixth Revised Sheet No. 16	62
Third Revised Sheet No. 17	63
Original Sheet No. 18-25	64
First Revised Sheet No. 26	65
Eighth Revised Sheet No. 27	66
Fourth Revised Sheet No. 28	67
Fifth Revised Sheet No. 29	68
Sixth Revised Sheet No. 30	69
Second Revised Sheet No. 31	70
First Revised Sheet No. 32	71
Third Revised Sheet No. 33	72
First Revised Sheet No. 33A	73
Fourth Revised Sheet No. 34	74
Second Revised Sheet No. 35	75
Fourth Revised Sheet No. 36	76
First Revised Sheet No. 36A	77
Fourth Revised Sheet No. 37	78
Sub. Fifth Revised Sheet No. 38	79
Second Revised Sheet No.39	80
Original Sheet No. 39A	81
Original Sheet No. 39B	82
Original Sheet No. 39C	83
Original Sheet No. 39D	84
Original Sheet No. 39E	85
Original Sheet No. 39F	86
Original Sheet No. 39G	87
Original Sheet No. 39H	88
Original Sheet No. 39I	89
Original Sheet No. 39J	90
Second Revised Sheet No. 40	91
NINTH REVISED SHEET NO. 41	92
Second Revised Sheet No.42	93
Second Revised Sheet No. 43	94
First Revised Sheet No. 44	95
Fifth Revised Sheet No. 45	96
Seventh Revised Sheet No. 46	97
Third Revised Sheet No. 46A	98

Ninth Revised Sheet No. 47	99
First Revised Sheet No. 47A	100
Seventh Revised Sheet No. 48	101
FIRST REVISED SHEET NO. 48A	102
ORIGINAL SHEET NO. 48B	103
Fifth Revised Sheet No. 49	104
Third Revised Sheet No. 49A	105
Fifth Revised Sheet No. 50	106
Fifth Revised Sheet No. 50A	107
SEVENTH REVISED SHEET NO. 50B	108
Substitute First Revised Sheet No. 50C	109
Ninth Revised Sheet No. 51	110
Original Sheet No. 51A	111
Fourth Revised Sheet No.52	112
Second Revised Sheet No. 52A	113
Substitute Second Revised Sheet No. 53	114
Substitute Fourth Revised Sheet No. 54	115
Substitute Seventh Revised Sheet No. 55	116
Original Sheet No. 55A	117
Fourth Revised Sheet No. 56	118
NINTH REVISED SHEET NO. 57	119
Sixth Revised Sheet No. 57A	120
Third Revised Sheet No. 57B	121
Original Sheet No. 57C	122
Eighth Revised Sheet No. 58	123
Second Revised Sheet No.58A	124
Ninth Revised Sheet No.59	125
Fifth Revised Sheet No. 59A	126
Second Revised Sheet No. 59B	127
Seventh Revised Sheet No. 60	128
First Revised Sheet No. 60A	129
Second Revised Sheet No. 60B	130
Original Revised Sheet No. 60C	131
Third Revised Sheet No. 60D	132
1st Alt Sub Second Revised Sheet No. 60E	133
Original Sheet No. 60F	134
Original Sheet No. 60B.01	135
Original Sheet No. 60D.01	136
Third Revised Sheet No. 61	137
Original Sheet No. 62	138
Fourth Revised Sheet No. 63	139
Second Revised Sheet No. 64	140
First Revised Sheet No. 64A	141
Second Revised Sheet No. 64B	142
Third Revised Sheet No. 65	143
First Revised Sheet No.65A	144

First Revised Sheet No. 65B	145
Second Sub. Original Sheet No. 65C	146
Sub. Original Sheet No. 65D	147
Sub. Original Sheet No. 65E	148
Fourth Revised Sheet No. 66	149
Sub Fourth Revised Sheet No. 66A	150
Sub Sixth Revised Sheet No. 67	151
FIFTH REVISED SHEET NO. 68	152
SECOND REVISED SHEET NO. 69	153
FOURTH REVISED SHEET NO. 70	154
FIRST REVISED SHEET NO. 70A	155
FIRST REVISED SHEET NO. 70B	156
ORIGINAL SHEET NO. 70C	157
First Revised Sheet No. 71	158
First Revised Sheet No. 72	159
Second Revised Sheet No. 73	160
First Revised Sheet No. 74	161
Fourth Revised Sheet No. 75	162
First Revised Sheet No. 75A	163
Second Revised Sheet No. 75B	164
Fourth Revised Sheet No. 75C	165
First Revised Sheet No. 75D	166
First Revised Sheet No. 75E	167
Fourth Revised Sheet No. 76	168
FIRST REVISED SHEET NO. 76A	169
THIRD REVISED SHEET NO. 77	170
First Revised Sheet No. 78	171
Second Revised Sheet No. 79	172
Second Revised Sheet No. 79A	173
Original Sheet No. 79B	174
Fourth Revised Sheet No. 80	175
Second Revised Sheet No. 81	176
Second Revised Sheet No. 82	177
Original Sheet No. 83	178
First Revised Sheet No. 84	179
Second Revised Sheet No. 84A	180
Original Sheet No. 85	181
First Revised Sheet No. 86	182
First Revised Sheet No. 86A	183
Second Revised Sheet No. 87	184
FIFTH REVISED SHEET NO. 88	185
First Revised Sheet No. 89	186
Second Revised Sheet No. 90	187
First Revised Sheet No. 91	188
TENTH REVISED SHEET NO. 92	189
Original Sheet No. 92A	190

SEVENTH REVISED SHEET NO. 93	191
Fourth Revised Sheet No. 93A	192
SEVENTH REVISED SHEET NO. 94	193
EIGHTH REVISED SHEET NO. 95	194
SIXTH REVISED SHEET NO. 95A	195
Third Revised Sheet No. 95B	196
Fourth Revised Sheet No. 96	197
First Revised Sheet No. 96A	198
SIXTH REVISED SHEET NO. 97	199
Original Sheet No. 97A	201
Third Revised Sheet No. 98	202
Original Sheet No. 98A	203
THIRD REVISED SHEET NO. 99	204
FIRST REVISED SHEET NO. 99A	205
Substitute First / Sheet No. 100	206
Second Revised Sheet No. 101	207
FIRST REVISED SHEET NO. 101A	208
Third Revised Sheet No. 102	209
Second Revised Sheet No. 103	210
Third Revised Sheet No. 104	211
FIFTH REVISED SHEET NO. 105	212
FIRST REVISED SHEET NO. 105A	213
EIGHTH REVISED SHEET NO. 106	214
Second Revised Sheet No. 106A	215
Second Revised Sheet No. 107	216
Sub. Fifth Revised Sheet No. 107A	217
Fourth Revised Sheet No. 107B	218
Original Sheet No. 107C	219
First Revised Sheet No. 107D	220
Second Revised Sheet No. 108	221
First Revised Sheet No. 109	222
Third Revised Sheet No. 110	223
Original Sheet No. 110A	224
Original Sheet No. 110B	225
Original Sheet No. 111-A	226
First Revised Sheet No. 112	227
Second Revised Sheet No. 113	228
Second Revised Sheet No. 114	229
Third Revised Sheet No. 115	230
Third Revised Sheet No. 116	231
FOURTH REVISED SHEET NO. 117	232
Ninth Revised Sheet No. 118	233
Third Revised Sheet No. 119	234
SUB. FIFTEENTH REVISED SHEET NO. 120	235
Third Revised Sheet No.121	236
2nd Sub. Second Revised Sheet No. 122	237

Fourth Revised Sheet No. 123	238
THIRD REVISED SHEET NO. 124	239
ORIGINAL SHEET NO. 125	240
Second Revised Sheet Nos. 136-137	241
Original Sheet No. 138-140	242
FOURTH REVISED SHEET NO. 141	243
FOURTH REVISED SHEET NO. 142	244
FOURTH REVISED SHEET NO. 143	245
THIRD REVISED SHEET NO. 143A	246
FIFTH REVISED SHEET NO. 144	247
NINTH REVISED SHEET NO. 145	248
THIRD REVISED SHEET NO. 146	249
SECOND REVISED SHEET NO. 147	250
SECOND REVISED SHEET NO. 148	251
FIRST REVISED SHEET NO. 148A	252
FIRST REVISED SHEET NO. 148B	253
FIRST REVISED SHEET NO. 148C	254
FOURTH REVISED SHEET NO. 149	255
THIRD REVISED SHEET NO. 150	256
FOURTH REVISED SHEET NO. 151	257
First Revised Sheet No. 151A	258
SECOND REVISED SHEET NO. 152	259
EIGHTH REVISED SHEET NO. 153	260
FIRST REVISED SHEET NO. 154	261
SECOND REVISED SHEET NO. 155	262
FIRST REVISED SHEET NO. 155A	263
FIRST REVISED SHEET NO. 155B	264
FIRST REVISED SHEET NO. 155C	265
FOURTH REVISED SHEET NO. 156	266
FOURTH REVISED SHEET NO. 157	267
SECOND REVISED SHEET NO. 158	268
THIRD REVISED SHEET NO. 158A	269
SECOND REVISED SHEET NO. 158B	270
FIRST REVISED SHEET NO. 158C	271
SIXTH REVISED SHEET NO. 159	272
FOURTH REVISED SHEET NO. 160	273
SECOND REVISED SHEET NO. 160A	274
SEVENTH REVISED SHEET NO. 161	275
SECOND REVISED SHEET NO. 161A	276
EIGHTH REVISED SHEET NO. 162	277
THIRD REVISED SHEET NO. 163	278
EIGHTH REVISED SHEET NO. 164	279
FIRST REVISED SHEET NO. 165	280
THIRD REVISED SHEET NO. 166	281
THIRD REVISED SHEET NO. 167	282
Third Revised Sheet No. 168	284

Second Revised Sheet No. 169	285
First Revised Sheet No. 170	286
FIFTH REVISED SHEET NO. 171	287
Fourth Revised Sheet No. 172	288
THIRD REVISED SHEET NO. 173	289
FOURTH REVISED SHEET NO. 174	290
SIXTH REVISED SHEET NO. 175	291
FOURTH REVISED SHEET NO. 176	292
SECOND REVISED SHEET NO. 176A	293
THIRD REVISED SHEET NO. 177	294
FOURTH REVISED SHEET NO. 178	295
SECOND REVISED SHEET NO. 178A	296
SECOND REVISED SHEET NO. 178B	297
FIRST REVISED SHEET NO. 178C	298
SECOND REVISED SHEET NO. 178D	299
FIRST REVISED SHEET NO. 178E	300
Original Sheet No. 178F	301
FIRST REVISED SHEET NO. 178G	302
First Revised Sheet No. 179 - 180	303
Ninth Revised Sheet No. 181	304
Fourth Revised Sheet No. 182	305
Fifth Revised Sheet No. 183	306
Seventh Revised Sheet No. 184	307
Eighth Revised Sheet No. 185	308
Fifth Revised Sheet No. 186	309
First Revised Sheet No. 187	310
Third Revised Sheet No. 188	311
Original Sheet No. 188A	313
Second Revised Sheet No. 189	314
Sixth Revised Sheet No. 190	315
Third Revised Sheet No. 191	316
Fifth Revised Sheet No. 192	317
Third Revised Sheet No. 193	318
First Revised Sheet No. 194	319

Effective Date: 12/23/2004 Status: Effective

FERC Docket: RP05- 88-000

First Revised Sheet No. 0 Iroquois Gas Transmission System, L.P.: FIRST REVISED VOLUME NO. 1 First Revised Sheet No. 0 : Effective Superseding: Original Sheet No. 0

FERC GAS TARIFF

First Revised Volume No. 1

of

IROQUOIS GAS TRANSMISSION SYSTEM, L.P.

Filed With The

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff

Should Be Addressed To:

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Vice President, General Counsel & Secretary

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Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1 : Effective Superseding: Fourth Revised Sheet No. 1

TABLE OF CONTENTS

DESCRIPTION

SHEET NO.

Preliminary Statement	. 2
System Map	. 3
Rates	. 4
List of Non-Conforming Service Agreements	. 8
Rate Schedule	. 9
RTS - Firm Reserved Transportation Service	. 9
ITS - Interruptible Transportation Service	. 26
PAL - Park and Loan	. 32
HUB - Hub Service	. 39
General Terms and Conditions	. 41
Forms of Service Agreements	. 141
Service Request Form	. 181
Shipper Nomination Form	. 188

Effective Date: 12/23/2004 Status: Effective FERC Docket: RP05- 88-000 First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective Superseding: Original Sheet No. 2

Preliminary Statement

Iroquois Gas Transmission System, L.P. is a natural gas pipeline company principally engaged in the business of transporting natural gas in interstate commerce, under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its pipeline system extends in a southeasterly direction from its point of interconnection with the facilities of TransCanada PipeLines Limited near Iroquois, Ontario, through the States of New York and Connecticut, across Long Island Sound to South Commack, New York and extending to Hunts Point, New York. Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 SECOND REVISED SHEET NO. 3 SECOND REVISED SHEET NO. 3 Superseding: FIRST REVISED SHEET NO. 3

SYSTEM MAP

(A System Map reflecting the pipeline route is attached.)

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000

THIRTY-FIRST REVISED SHEET NO. 4 THIRTY-FIRST REVISED SHEET NO. 4 Superseding: THIRTIETH REVISED SHEET NO. 4

	RATES (All in \$ Per Dth)					
		Non-Settlement	lement Settlement Recourse Rates			
		Recourse &	Applicab	ole to Non-Eas	tchester/Non-Con	testing Shippers 2/
		Eastchester				
Effective		Initial	Effective	Effective	Effective	Effective
1/1/2007	Minimum	Rates 3/	1/1/2003	7/1/2004	1/1/2005	1/1/2006
RTS DEMAND:	<u> </u>	A	A7 5607	AC 050C	ÓC 0514	AC 7700
Zone 1 \$6.5971	\$0.0000			\$6.9586	\$6.8514	\$6.7788
Zone 2 \$5.6673	\$0.0000	\$6.4976	\$6.4976	\$5.9778	\$5.8857	\$5.8233
Inter-Zone \$11.0902	\$0.0000	\$12.7150	\$12.7150	\$11.6978	\$11.5177	\$11.3956
Zone 1 (MFV) 1/ \$4.6757	\$0.0000	\$5.3607	\$5.3607	\$4.9318	\$4.8559	\$4.8044
RTS COMMODITY: Zone 1	\$0.0030	\$0.0030	\$0.0030	\$0.0030	\$0.0030	\$0.0030
\$0.0030 Zone 2	\$0.0024	\$0.0024	\$0.0024	\$0.0024	\$0.0024	\$0.0024
\$0.0024 Inter-Zone	\$0.0054	\$0.0054	\$0.0054	\$0.0054	\$0.0054	\$0.0054
\$0.0054 Zone 1 (MFV) 1/ \$0.1314	\$0.0300	\$0.1506	\$0.1506	\$0.1386	\$0.1364	\$0.1350
ITS COMMODITY:						
Zone 1 \$0.2199	\$0.0030	\$0.2517	\$0.2517	\$0.2318	\$0.2283	\$0.2259
Zone 2 \$0.1887	\$0.0024	\$0.2160	\$0.2160	\$0.1989	\$0.1959	\$0.1938
Inter-Zone \$0.3700	\$0.0054	\$0.4234	\$0.4234	\$0.3900	\$0.3840	\$0.3800
Zone 1 (MFV) 1/ \$0.2850	\$0.0300	\$0.3268	\$0.3268	\$0.3007	\$0.2960	\$0.2929
MAXIMUM VOLUMET	RIC CAPAC	ITY RELEASE RATE	4/:			
Zone 1 \$0.2169	\$0.0000	\$0.2487	\$0.2487	\$0.2288	\$0.2253	\$0.2229
Zone 2 \$0.1863	\$0.0000	\$0.2136	\$0.2136	\$0.1965	\$0.1935	\$0.1915
Inter-Zone \$0.3646	\$0.0000	\$0.4180	\$0.4180	\$0.3846	\$0.3787	\$0.3746
30.3848 Zone 1 (MFV) 1/ \$0.1537	\$0.0000	\$0.1762	\$0.1762	\$0.1621	\$0.1596	\$0.1580

**SEE SHEET NO. 4A FOR ADJUSTMENTS TO RATES WHICH MAY BE APPLICABLE

1/ As authorized pursuant to order of the Federal Energy Regulatory Commission, Docket Nos. RS92-17-003, et al., dated June 18, 1993 (63 FERC para. 61,285).

(Footnotes continued on Sheet 4.01)

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP09-1079-000 TWENTY-FOURTH REVISED SHEET NO. 4A TWENTY-FOURTH REVISED SHEET NO. 4A Superseding: TWENTY-THIRD REVISED SHEET NO. 4A

To the extent applicable, the following adjustments apply:

ACA ADJUSTMEN Commodity		0.0019	
DEFERRED ASS	SET SURCHARG	Е:	
Commodity			
Zone 1		0.0003	
Zone 2		0.0002	
Inter-Zo	one	0.0005	
	VARIANCE/FU	EL USE FACTOR:	0.000
Minimum			0.00%
	,	ester Shipper)	1.00%
	(Eastcheste		4.50%
Maximum	(Brookfield	Surpper)	1.20%

Effective Date: 03/09/2006 Status: Effective FERC Docket: RP06-216-001 Fourth Revised Sheet No. 4B Fourth Revised Sheet No. 4B : Effective Superseding: Third Sheet No. 4B

Third Revised Sheet No. 4B

EXTENDED RECEIPT AND EXTENDED DELIVERY RATES (All in \$ Per Dth) Applicable to Non-Eastchester/Non-Contesting Shippers 1/

				Maximum Rates		
	Minimum	Effective 1/1/2003	Effective 7/1/2004	Effective 1/1/2005	Effective 1/1/2006	Effective 1/1/2007
ER/ED COMMODITY	<:					
Zone 1	\$0.0054	\$0.2098	\$0.1935	\$0.1906	\$0.1886	\$0.1837
Zone 2	\$0.0054	\$0.1747	\$0.1612	\$0.1588	\$0.1572	\$0.1531
Zone 2 (MFV)	\$0.0324	\$0.3223	\$0.2968	\$0.2922	\$0.2892	\$0.2815

1/ Extended Receipt ("ER") and Extended Delivery ("ED") rates are derived from the Settlement Recourse Rates shown on Sheet No. 4, using the methodology approved by the Commission for ER/ED rates in Docket No. RP03-258. The Non-Eastchester/Non-Contesting Shippers to which ER/ED rates apply are defined in Iroquois' August 29, 2003 Settlement approved by the Commission's October 24, 2003 order in Docket No. RP03-589. ER/ED rates apply to transactions utilizing a zone other than the zone/Lateral for which service was contracted in Shipper's RTS contract pursuant to Sections 7.1.1 and 7.3.1 of Transporter's General Terms and Conditions and are in addition to rates otherwise applicable under such contract.

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000

SECOND REVISED SHEET NO. 4C SECOND REVISED SHEET NO. 4C Superseding: SUBSTITUTE FIRST REVISED SHEET NO. 4C

----- EASTCHESTER RATES 2/ (All in \$ Per Dth) -----

Eastchester Primary Access Rates

-		Maximum Rates	
	Minimum	Effective	Effective
		7/1/2004 - 12/31/2007	1/1/2008
Eastchester RTS Demand 5/:	\$0.0000	\$20.075	\$19.3146
Eastchester RTS Commodity:	\$0.0000	\$ 0.0000	\$ 0.0000
-			
Eastchester ITS Commodity:	\$0.0000	\$ 0.6600	\$ 0.6350

Eastchester Secondary Access Rates 3/

_____ Maximum Rates

Effective	Minimum	Effective	Effective	Effective	Effective
		7/1/2004	1/1/2005	1/1/2006	1/1/2007
1/1/2008 Primary Contract Path					
Zone 1 \$0.4151	\$0.0000	\$0.4282	\$0.4317	\$0.4341	\$0.4401
Zone 2 \$0.4463	\$0.0000	\$0.4611	\$0.4641	\$0.4662	\$0.4713
Inter-Zone \$0.2650	\$0.0000	\$0.2700	\$0.2760	\$0.2800	\$0.2900
Zone 1 (MFV) 1/ \$0.3500	\$0.0000	\$0.3593	\$0.3640	\$0.3671	\$0.3750

**SEE SHEET NO. 4A FOR ADJUSTMENTS TO RATES WHICH MAY BE APPLICABLE 4/

1/ As authorized pursuant to order of the Federal Energy Regulatory Commission, Docket Nos. RS92-17-003, et al., dated June 18, 1993 (63 FERC para. 61,285).

2/ Applicable to "Eastchester Shipper" as defined in Section 2.27 of the General Terms & Conditions.

(Footnotes continued on Sheet 4D)

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000

ORIGINAL SHEET NO. 4D ORIGINAL SHEET NO. 4D

3/ Applicable to "Eastchester Shipper" that accesses Eastchester from Iroquois' pre-Eastchester system. See Section 1.2(c) of Iroquois' August 29, 2003 rate settlement in Docket No. RP03-589. Eastchester Secondary

Access Rates are subject to change (increase or decrease) based on changes to rates for service on the

pre-Eastchester system, in accordance with Section 1.1 of Iroquois' August 12, 2004 rate settlement in

Docket No. RP04-136.

4/ Eastchester Shippers (including those using Eastchester Secondary Access Service) are subject to the ACA Adjustment, the Deferred Asset Surcharge, and the Measurement Variance/Fuel Use Factor, all as set forth on Sheet 4A, and any similar adjustment or surcharge of general applicability approved by the Commission except that in no event shall such an adjustment be assessed more than once for a

single transaction.

5/ No rate cap shall apply to any capacity releases with terms of less than or equal to one year pursuant

to FERC Order Nos. 712 et al.

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 ORIGINAL SHEET NO. 4.01 ORIGINAL SHEET NO. 4.01

- 2/ Settlement Recourse Rates were established in Iroquois' Settlement dated August 29, 2003, which was approved by Commission order issued Oct. 24, 2003, in Docket No. RP03-589-000. That Settlement also established a moratorium on changes to the Settlement Rates until January 1, 2008, defines the Non-Eastchester/Non-Contesting parties to which it applies, and provides that Iroquois' TCRA will be terminated on July 1, 2004.
- 3/ See Sections 1.2 and 4.3 of the Settlement referenced in footnote 2. As directed by the Commission's January 30, 2004 Order in Docket No. RP04-136, the Eastchester Initial Rates apply for service to Eastchester Shippers prior to the July 1, 2004 effective date of the rates set forth on Sheet No. 4C.
- 4/ No rate cap shall apply to any capacity releases with terms of less than or equal to one year pursuant to FERC Order Nos. 712 et al.

Effective Date: 03/24/2000 Status: Effective FERC Docket: RP94-72-012 Ninth Revised Sheet No. 5 Ninth Revised Sheet No. 5 : Effective Superseding: 2nd. Sub. Eighth Revised Sheet No. 5

(All Rates in \$ Per Dth)

Rate Schedule:	INJECTION/ Maximum	WITHDRAWAL/ 1/ Minimum		BALANCE Minimum
PAL:	0.0020	0.0000	0.0154	0.0000

1/ Subject to the ACA Adjustments stated on Sheet No. 4A

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 **Original Sheet No. 5A** Original Sheet No. 5A : Effective

Original Sheet No. 5A

----- HUB SERVICE RATES 1/ (All rates in \$ Per Dth) -----

HUB SERVICE COMMODITY RATES:

			Maximum Rates	
	Minimum	Effective	Effective	Effective
	Rate	3/7/2006	1/1/2007	1/1/2008
Zone 1	\$0.0030	\$ 0.2299	\$ 0.2239	\$ 0.2239
Inter-Zone	\$0.0054	\$ 0.3840	\$ 0.3740	\$ 0.3740
Eastchester 2/	\$0.0000	\$ 0.6640	\$ 0.6640	\$ 0.6390

HUB	SERVICE	DAILY	BALANCE	RATES	:
	Mi	Lnimum		\$	0.0000
	Ma	aximum		\$	0.0154

1/ SEE SHEET NO. 4A FOR ADJUSTMENTS TO RATES WHICH MAY BE APPLICABLE
2/ Applicable to "Eastchester Shipper" as defined in Section 2.27 of the General Terms & Conditions.

Effective Date: 06/07/2010 Status: Effective FERC Docket: RP10-719-000 SEVENTH REVISED SHEET NO. 6 SEVENTH REVISED SHEET NO. 6 Superseding: SIXTH REVISED SHEET NO. 6

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP10-89-000 FIRST REVISED SHEET NO. 6A FIRST REVISED SHEET NO. 6A Superseding: ORIGINAL SHEET NO. 6A

Effective Date: 07/19/2004 Status: Effective FERC Docket: RP98- 18-013 Substitute Original Sheet No. 6B Substitute Original Sheet No. 6B : Effective Superseding: Original Sheet No. 6B STATEMENT OF NEGOTIATED RATES 1/, 3/, 4/, 5/, 6/, 7/, 8/, 9/ Consolidated Edison Company of New York, Inc. Customer Name: Contract Number: 560-06 RTS Rate Schedule: Contract Demand: 30,000 dth (Maximum) Demand Charge 2/ \$17.9458 Commodity Charge 2/ \$0.0000 Primary Receipt Point(s): Name Waddington Primary Delivery Point(s): Hunts Point Name 07/19/04 - 02/01/13 Term of Agreement: Notes: 1/ Unless otherwise noted, negotiated contracts do not deviate in any

i/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff.

2/ Unless otherwise noted, rates are exclusive of all surcharges.
3/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.

4/ Surcharges. Con Edison shall pay only the surcharges outlined herein: (1) the Measurement Variance/Fuel Use ("MV/FU") Factor (in kind retention percentage) applicable to Eastchester Shippers; the Gas Research Institute ("GRI") surcharge, if applicable; the Annual Charge Adjustment ("ACA") surcharge, if applicable; and any other industry-wide surcharge or credit imposed by the Federal Energy Regulatory Commission ("FERC") and implemented on a system-wide basis for all of Iroquois' firm shippers, except to the extent that the costs to be recovered by such new surcharge or credit already are being recovered in Iroquois' base tariff rates or Eastchester rates; and (2) the Deferred Asset Surcharge ("DAS") as currently calculated under Iroquois' tariff and not subject to any extensions or modifications. In no event, for example, shall Iroquois be permitted to recover any surcharge to the rates herein reflecting costs related to the construction or remediation of the Eastchester Project, including legal fees and litigation costs, civil judgments, fines, penalties, or the like, or any costs that were proposed for recovery in Docket No. RP04-136.

5/ Right of First Refusal ("ROFR"). Con Edison shall be entitled to ROFR rights equal to the rights of long-term shippers paying maximum rates under Iroquois' FERC Gas Tariff and FERC regulations

6/ Recourse Rate. In the event that the applicable recourse rate set by the FERC in Docket No. RP04-136 for the period commencing on or after July 1, 2004 is less than \$0.59/Dth, then Con Edison will receive the applicable recourse rate established in Docket No. RP04-136 pursuant to its year-round capacity position of 30,000 Dt/day during the term of the Contract.

(FOOTNOTES CONTINUED ON SHEET NO. 6C)

Effective Date: 07/19/2004 Status: Effective FERC Docket: RP98- 18-012 Original Sheet No. 6C original Sheet No. 6C : Effective

7/ Eastchester Credits. To the extent that either through a FERC-approved settlement agreement or through its Gas Tariff, Iroquois' firm Eastchester recourse rate is or would have been effectively reduced on a 100% load factor basis to less than 0.59/Dth by Eastchester Credit(s), then Con Edison shall receive a refund or credit to its rate to reflect the same effectively reduced rate on its year-round capacity position of 30,000 Dt/day during the period July 1, 2004 through January 1, 2008 or the period that the RP04-136 rates are effective, whichever is longer. "Eastchester Credits" shall include any credits, payments, remittances, refunds, adjustments or the like related to insurance proceeds, litigation costs, civil judgments and restitutions or similar items recovered by Iroquois from claims and/or legal or regulatory proceedings related to the construction of the Eastchester Project, netted against any litigation costs, civil judgments, and restitutions rendered against Iroquois from claims and/or legal or regulatory proceedings related to the initial construction of the Eastchester Project [hereinafter "Eastchester Costs"]. In determining the amount of the Eastchester Credit, Iroquois shall: (1) calculate an implied initial annual revenue stream based upon the RP04-136 recourse rate and the billing determinants of 230,000 Dt/day; and (2) on the earlier of December 31, 2012 or the date the Eastchester Credit can be accurately quantified, Iroquois shall then deduct 10% of the Eastchester Credit from such implied initial annual revenue stream (in order to spread such Eastchester Credit over the ten year period of the rate) and recalculate a new implied rate by dividing this new revenue stream by the billing determinants. Refunds or credits will be provided to Con Edison to the extent such resulting implied rate is less than \$0.59/Dth; such refunds or credits shall include interest as calculated at the FERC-approved interest rate. 8/ In the event that after June 1, 2004, Iroquois executes with any other Eastchester Shipper (defined for purposes of this rate sheet as (KeySpan-Ravenswood, LLC, Consolidated Edison Company of New York, Inc., Virginia Power Energy Marketing, Inc., and Reliant Energy Services, Inc.)) or an affiliate of an Eastchester Shipper a settlement agreement, negotiated rate agreement, or discounted rate agreement for Eastchester capacity and that settlement, negotiated rate, or discounted rate agreement (1) resolves rate issues as between such Eastchester Shipper and Iroquois in Docket No. RP04-136, regardless of whether such Eastchester Shipper was an active participant in that proceeding; and (2) provides for a

rate given to such other Eastchester Shipper or its affiliate for the remainder of the primary term of its Eastchester service agreement that is less on a 100% load factor basis than \$0.59/Dth exclusive of surcharges and/or that has discounted or eliminated surcharges, then Con Edison will receive such lower rate and/or surcharge(s) or will have such surcharge(s) terminated effective as of the same date(s) as they are received by such Eastchester Shipper or affiliate pursuant to its year-round capacity position of 30,000 Dt/day for the term of its service agreement. 9/ This Letter Agreement resolves any and all issues in Iroquois' Docket No. RP04-136 related to the Eastchester rates for Rate Schedule RTS; provided, however, that Con Edison does not waive any of its rights to participate in the proceedings in Docket No. RP04-136 on issues concerning the quality of Con Edison's Eastchester service, the terms and conditions of such service, or new services.

Effective Date: 08/16/2004 Status: Effective FERC Docket: RP98- 18-015 Original Sheet No. 6D original Sheet No. 6D : Effective

STATEMENT OF NEGOTIATED RATES 1/, 3/, 4/, 5/, 6/, 7/, 8/, 9/ Virginia Power Energy Marketing, Inc. Customer Name: Contract Number: 2470-02 Rate Schedule: RTS 20,000 dth Contract Demand: (Maximum) Demand Charge 2/ \$17.9458 Commodity Charge 2/ \$0.0000 Primary Receipt Point(s): Name Waddington Primary Delivery Point(s): Hunts Point Name

Term of Agreement: 08/16/2004 - 11/01/2012

Notes:

1/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff.

2/ Unless otherwise noted, rates are exclusive of all surcharges.
3/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.

4/ Surcharges. Virginia Power shall pay only the surcharges outlined herein: (1) the Measurement Variance/Fuel Use ("MV/FU") Factor (in kind retention percentage) applicable to Eastchester Shippers; the Gas Research Institute ("GRI") surcharge, if applicable; the Annual Charge Adjustment ("ACA") surcharge, if applicable; and any other industry-wide surcharge or credit imposed by the Federal Energy Regulatory Commission ("FERC") and implemented on a system-wide basis for all of Iroquois' firm shippers, except to the extent that the costs to be recovered by such new surcharge or credit already are being recovered in Iroquois' base tariff rates or Eastchester rates; and (2) the Deferred Asset Surcharge ("DAS") as currently calculated under Iroquois' tariff and not subject to any extensions or modifications. In no event, for example, shall Iroquois be permitted to recover any surcharge to the rates herein reflecting costs related to the construction or remediation of the Eastchester Project, including legal fees and litigation costs, civil judgments, fines, penalties, or the like, or any costs that were proposed for recovery in Docket No. RP04-136.

5/ Right of First Refusal ("ROFR"). Virginia Power shall be entitled to ROFR rights equal to the rights of long-term shippers paying maximum rates under Iroquois' FERC Gas Tariff and FERC regulations

6/ Recourse Rate. In the event that the applicable recourse rate set by the FERC in Docket No. RP04-136 for the period commencing on or after July 1, 2004 is less than \$0.59/Dth, then Virginia Power will receive the applicable recourse rate established in Docket No. RP04-136 pursuant to its year-round capacity position of 20,000 Dt/day during the term of the Contract.

(FOOTNOTES CONTINUED ON SHEET NO. 6E)

Effective Date: 08/16/2004 Status: Effective FERC Docket: RP98- 18-016

Substitute Original Sheet No. 6E Substitute Original Sheet No. 6E : Effective Superseding: Original Sheet No. 6E

7/ Eastchester Credits. To the extent that either through a FERCapprovedsettlement agreement or through its Gas Tariff, Iroquois' firm Eastchesterrecourse rate is or would have been effectively reduced on a 100% load factorbasis to less than \$0.59/Dth by Eastchester Credit(s), then Virginia Powershall receive a refund or credit to its rate to reflect the same effectively reduced rate on its year-round capacity position of 20,000 Dt/day during theperiod July 1, 2004 through January 1, 2008 or the period that the RP04-136rates are effective, whichever is longer. "Eastchester Credits" shall includeany credits, payments, remittances, refunds, adjustments or the like related to insurance proceeds, litigation costs, civil judgments and restitutions orsimilar items recovered by Iroquois from claims and/or legal or regulatoryproceedings related to the construction of the Eastchester Project, nettedagainst any litigation costs, civil judgments, and restitutions rendered gainst Iroquois from claims and/or legal or regulatory proceedings related to the initial construction of the Eastchester Project [hereinafter "Eastchester Costs"]. In determining the amount of the Eastchester Credit, Iroquois shall: (1) calculate an implied initial annual revenue stream basedupon the RP04-136 recourse rate and the billing determinants of 230,000 Dt/day; and (2) on the earlier of December 31, 2011 or the date the Eastchester Credit can be accurately quantified, Iroquois shall then deduct10% of the Eastchester Credit from such implied initial annual revenue stream(in order to spread such Eastchester Credit over the ten year period of therate) and recalculate a new implied rate by dividing this new revenue streamby the billing determinants. Refunds or credits will be provided to Virginia Power to the extent such resulting implied rate is less than \$0.59/Dth; suchrefunds or credits shall include interest as calculated at the FERC-approved interest rate.8/ In the event that after June 1, 2004, Iroquois executes with any otherEastchester Shipper (defined for purposes of this rate sheet as (KeySpan-Ravenswood, LLC, Consolidated Edison Company of New York, Inc., Virginia Power Energy Marketing, Inc., and Reliant Energy Services, Inc.))or an affiliate of an Eastchester Shipper a settlement agreement, negotiated rate agreement, or discounted rate agreement for Eastchester capacity and that settlement, negotiated rate, or discounted rateagreement (1) resolves rate issues as between such Eastchester Shipper and Iroquois in Docket No. RP04-136, regardless of whether such Eastchester Shipper was an active participant in that proceeding; and (2) provides for arate given to such other Eastchester Shipper or its affiliate for the remainder of the primary term of its Eastchester service agreement that isless on a 100% load factor basis than \$0.59/Dth exclusive of surchargesand/or that has discounted or eliminated surcharges, then Virginia Power willreceive such lower rate and/or surcharge(s) or will have such surcharge(s) terminated effective as of the same date(s) as they are received by suchEastchester Shipper or affiliate pursuant to its year-round capacityposition of 20,000 Dt/day for the term of its service agreement.9/ This Letter Agreement resolves any and all issues in Iroquois' Docket No.RP04-136 related to the Eastchester rates for Rate Schedule RTS; provided, however, that Virginia Power does not waive any of its rights to participate inthe proceedings in Docket No. RP04-136 on issues concerning the quality of Virginia Power's Eastchester service, the terms and conditions of suchservice, or new services.

Effective Date: 06/07/2010 Status: Effective FERC Docket: RP10-719-000 FOURTH REVISED SHEET NO. 6F FOURTH REVISED SHEET NO. 6F Superseding: THIRD REVISED SHEET NO. 6F

Effective Date: 01/01/2009 Status: Effective FERC Docket: RP98-18-040 FOURTH REVISED SHEET NO. 6G FOURTH REVISED SHEET NO. 6G Superseding: THIRD REVISED SHEET NO. 6G

Effective Date: 01/01/2009 Status: Effective FERC Docket: RP98-18-040 FOURTH REVISED SHEET NO. 6H FOURTH REVISED SHEET NO. 6H Superseding: THIRD REVISED SHEET NO. 6H

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP10-89-000 FIRST REVISED SHEET NO. 61 FIRST REVISED SHEET NO. 61 Superseding: ORIGINAL SHEET NO. 61

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP10-89-000 FIRST REVISED SHEET NO. 6J FIRST REVISED SHEET NO. 6J Superseding: ORIGINAL SHEET NO. 6J

Effective Date: 06/07/2010 Status: Effective FERC Docket: RP10-719-000 FOURTH REVISED SHEET NO. 6K FOURTH REVISED SHEET NO. 6K Superseding: THIRD REVISED SHEET NO. 6K

Effective Date: 06/07/2010 Status: Effective FERC Docket: RP10-719-000 FOURTH REVISED SHEET NO. 6L FOURTH REVISED SHEET NO. 6L Superseding: THIRD REVISED SHEET NO. 6L

Effective Date: 06/07/2010 Status: Effective FERC Docket: RP10-719-000 THIRD REVISED SHEET NO. 6M THIRD REVISED SHEET NO. 6M Superseding: SECOND REVISED SHEET NO. 6M

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP10-89-000 FIRST REVISED SHEET NO. 6N FIRST REVISED SHEET NO. 6N Superseding: ORIGINAL SHEET NO. 6N

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP98-18-034 ORIGINAL SHEET NO. 6P ORIGINAL SHEET NO. 6P

STATEMENT OF NEGOTIATED RATES 1/, 3/, 4/ Consolidated Edison Company of New York, Inc Customer Name: Contract Number: 560-16 Rate Schedule: RTS 100,000 dth Contract Demand: (Maximum) Demand Charge 2/, 5/ Commodity Charge 2/ \$13.6875 \$0.0000 Primary Receipt Point(s): Name Brookfield Primary Delivery Point(s): Name Hunts Point 11/1/08 - 10/31/18 Term of Agreement 6/: Notes: 1/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff 2/ Unless otherwise noted, rates are exclusive of all surcharges. 3/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration. 4/ Surcharges. Shipper shall be responsible for (i) Transporter's Measurement Variance/Fuel Use factor, (ii) the Deferred Asset Surcharge, and (iii) FERC-prescribed surcharges of general applicability, including but not limited to the ACA surcharge, that Transporter may be entitled to charge from time to time pursuant to Transporter's FERC Gas Tariff. 5/ Transporter will provide Shipper with the actual cost of the Incremental Expansion defined in the Precedent Agreement to Contract for Firm Transportation Service dated November 10, 2005 (the "Actual Cost") in the form of an itemized breakdown of the costs associated with the Incremental Expansion within 180 days after the Service Agreement Commencement Date. The Actual Cost will be the cost for the Incremental Expansion that is filed with the FERC within 180 days of service commencement pursuant to FERC regulations. If requested by Shipper, Transporter will provide the appropriate documentation (invoices, time sheets, expense reports, etc.) to support such costs. In the event that the Actual Cost of the Incremental Expansion exceeds the original cost estimate for the Incremental Expansion of \$41,600,000, the rate will be adjusted by Transporter using the Actual Cost, provided however, that the adjusted rate shall not exceed \$14.60/Dth/mo (which rate cap is associated with an Actual Cost of \$47,500,000).

(Footnotes continued on Original Sheet 6Q.)

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP98-18-034 ORIGINAL SHEET NO. 6Q ORIGINAL SHEET NO. 6Q

6/ The Commencement Date shall be the later of (a) November 1, 2008 or (b) the earliest of the first November 1, December 1, or January 1 after the date on which (i) Transporter has notified Shipper, as provided in Transporter's FERC Gas Tariff, GT&C Section 2.12 and not less than forty-five (45) days prior to the Commencement Date, that the facilities required to enable Transporter to render service under this Contract are constructed, installed, and made operational, and (ii) the Companion Projects, as defined in the Precedent Agreement to Contract for Firm Transportation Service dated November 10, 2005 between Transporter and Shipper, are operational and in service. Notwithstanding the foregoing, however, if Transporter's facilities required to render service under this Contract are ready, then service under this Contract shall commence no later than January 1, 2010, regardless of whether the Companion Projects are ready to commence service on such date. The Parties further acknowledge and agree that service under the Service Agreement shall not commence if the Incremental Expansion and the Algonquin Companion project are operational and ready to commence service but Transporter is contractually unable to receive gas from Algonquin on a firm basis up to Shipper's MDQ.

Effective Date: 12/15/2008 Status: Effective FERC Docket: RP98-18-039 FIRST REVISED SHEET NO. 6R FIRST REVISED SHEET NO. 6R Superseding: SUBSTITUTE ORIGINAL SHEET NO. 6R

STATEMENT OF NEGOTIATED RATES 1/, 3/, 4/							
Customer Name: KeySpan Energy							
Contract Number:	nber: 550-14 (1) 550-14 (2) 550-14 (3)						
Rate Schedule:	RTS	RTS	RTS				
Contract Demand:	95,000 dth	175,000 dth	200,000 dth				
	(Maximum)	(Maximum)	(Maximum)				
Demand Charge 2/, 6/	\$13.68	75					
Commodity Charge 2/ \$0.0000							
Primary Receipt Point(s):							
Name Brookfield							
Primary Delivery Point(s):							
Name South Commack, NY							
Term of Agreement 5/		1/1/09 - 11/1/09	11/1/09 - 10/31/19				
	1,1,00	±±/±/00	10/01/10				

Notes:

1/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff 2/ Unless otherwise noted, rates are exclusive of all surcharges. 3/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration. 4/ Surcharges. Shipper shall be responsible for (i) Transporter's Measurement Variance/Fuel Use factor, (ii) the Deferred Asset Surcharge, and (iii) FERC-prescribed surcharges of general applicability, including but not limited to the ACA surcharge, that Transporter may be entitled to charge from time to time pursuant to Transporter's FERC Gas Tariff.

(Footnotes continued on Sheet 6S.)

Effective Date: 12/15/2008 Status: Effective FERC Docket: RP98-18-039 FIRST REVISED SHEET NO. 6S FIRST REVISED SHEET NO. 6S Superseding: ORIGINAL SHEET NO. 6S

5/ The Commencement Date shall be the first to occur of the Phase I Commencement Date, the Phase II Commencement Date, or the Phase III Commencement Date, each of which shall be as follows;

The Phase I Commencement Date shall be the latter of November 1, 2008 or such date on which the natural gas facilities required to enable Transporter to render Phase I transportation service to Shipper hereunder are constructed, installed and made operational, as shall be set forth in Transporter's Final Notice to Shipper provided pursuant to Transporter's FERC Gas Tariff, General Terms and Conditions Section 2.12. The term of service for Phase I shall commence on the Phase I Commencement Date and end on the Phase II Commencement Date.

The Phase II Commencement Date shall be the latter of January 1, 2009 or such date on which the natural gas facilities required to enable Transporter to render Phase II transportation service to Shipper hereunder are constructed, installed and made operational ("Phase II Completion Date") (provided however that if the Phase II Completion Date occurs prior to January 1, 2009, the Phase II Commencement Date shall be the latter of November 1, 2008 or the Phase II Completion Date), as shall be set forth in Transporter's Final Notice to Shipper provided pursuant to Transporter's FERC Gas Tariff, General Terms and Conditions Section 2.12. The term of service for Phase II shall commence on the Phase II Commencement Date and end on the Phase III Commencement Date.

The Phase III Commencement Date shall be the latter of November 1, 2009 or such date on which the natural gas facilities required to enable Transporter to render Phase III transportation service to Shipper hereunder are constructed, installed and made operational, as shall be set forth in Transporter's Final Notice to Shipper provided pursuant to Transporter's FERC Gas Tariff, General Terms and Conditions Section 2.12.

6/ Base Rate for Firm Transportation Service. The Negotiated Transportation Demand Rate that Shipper agrees to pay for firm natural gas transportation service applicable to the Maximum Equivalent Quantities as specified on Schedule 2 of the Service Agreement shall be \$13.6875/Dth/mo. Quantities received or delivered at alternate points located upstream of Brookfield, CT (and/or High Meadow Road) as well as deliveries to Hunts Point, shall be subject to the greater of \$13.6875/Dth/month or the maximum Eastchester RTS Demand rate as set forth on Sheet No. 4C of Transporter's FERC Gas Tariff. Effective Date: 01/01/2009 Status: Effective FERC Docket: RP98-18-040 FIRST REVISED SHEET NO. 6F.01 FIRST REVISED SHEET NO. 6F.01 Superseding: ORIGINAL SHEET NO. 6F.01

RESERVED FOR FUTURE USE

Effective Date: 10/01/2006 Status: Effective FERC Docket: RP98- 18-022 Third Revised Sheet No. 7 Third Revised Sheet No. 7 : Effective Superseding: Substitute Second Revised Sheet No. 7

STATEMENT OF NEGOTIATED RATES

RESERVED FOR FUTURE USE

Effective Date: 03/01/2006 Status: Effective FERC Docket: RP98- 18-020 **Original Sheet No. 7A** Original Sheet No. 7A : Effective

STATEMENT OF NEGOTIATED RATES 1/, 3/

Customer Name:	Astoria Generating Company, L.P.	Astoria Generating Company, L.P.
Contract Number:	2895-04	2895-05
Rate Schedule:	RTS	RTS
Contract Demand:	10,000 dth (Maximum)	10,000 dth (Maximum)
Demand Charge 2/	\$7.8475	\$14.14375
Commodity Charge 2/	\$0.0020	\$0.0050
Primary Receipt Point(Name	s): Brookfield	Waddington
Primary Delivery Point Name	(s): Hunts Point	Hunts Point
Term of Agreement:	3/1/06-11/1/2007	3/1/06-2/1/2014

Notes:

- 1/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff. 2/ Unless otherwise noted, rates are exclusive of all
- surcharges.
- surcharges.
 3/ Unless otherwise noted, this tariff sheet reflects the
 essential elements of the negotiated contracts, including a
 specification of all consideration.

Effective Date: 04/01/2006 Status: Effective FERC Docket: RP98-18-020 Original Sheet No. 7B original Sheet No. 7B : Effective

STATEMENT OF NEGOTIATED RATES 1/, 3/

Customer Name:	Astoria Generating Company, L.P.	Astoria Generating Company, L.P.
Contract Number:	2895-06	2895-07
Rate Schedule:	RTS	RTS
Contract Demand:	40,000 dth (Maximum)	40,000 dth (Maximum)
Demand Charge 2/	\$14.14375	\$14.14375
Commodity Charge 2/	\$0.0050	\$0.0050
Primary Receipt Point(Name	s): Waddington	Waddington
Primary Delivery Point Name	(s): Hunts Point	Hunts Point
Term of Agreement:	4/1/07-2/1/2014	4/1/06-10/1/06

Notes:

- // Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Iroquois' FERC Gas Tariff.
- 2/ Unless otherwise noted, rates are exclusive of all surcharges.
- 3/ Unless otherwise noted, this tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.

Effective Date: 11/01/2009 Status: Effective FERC Docket: RP10-89-000 FIRST REVISED SHEET NO. 7C FIRST REVISED SHEET NO. 7C Superseding: ORIGINAL SHEET NO. 7C

RESERVED FOR FUTURE USE

Effective Date: 09/13/2009 Status: Effective FERC Docket: RP09-904-000 TENTH REVISED SHEET NO. 8 TENTH REVISED SHEET NO. 8 Superseding: NINETH REVISED SHEET NO. 8

NON-CONFORMING SERVICE AGREEMENTS

	Name of Shipper/ (Agreement No.)	Rate Schedule	Agreemen Amendmen Date		Date Filed	
1.	Central Hudson Gas & Electric Company (R-510-01)	RTS (letter agreement		2007	Oct. 31,	2007
2.	Yankee Gas Services Company (R-590-01)	RTS (letter agreement	Sept. 19,)	2007	Oct. 31,	2007
3.	Connecticut Natural Gas Corporation (R-600-01)	RTS (letter agreement	Sept. 19,)	2007	March 7,	2008
4.	The Southern Connectic Gas Company (R-530-01)	ut RTS (letter agreement	-	2007	March 7,	2008
5.	Astoria Generating Company, L.P. (R-2895-05)	RTS (Amendment)	April 15,	2008	June 16,	2008
6.	Astoria Generating Company, L.P. (R-2895-06)	RTS (Amendment)	April 15,	2008	June 16,	2008
7.	Consolidated Edison Company of New York, Inc. (R-560-16)	RTS (Agreement)	July 16,	2007	Aug. 29,	2008
8.	KeySpan Gas East Corporation (R-550-14)	RTS (Agreement)	Sept. 6,	2007	Sept. 1	5, 2008

(Non-Conforming Service Agreements continued on Sheet 8A)

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 THIRD REVISED SHEET NO. 8A THIRD REVISED SHEET NO. 8A Superseding: SECOND REVISED SHEET NO. 8A

NON-CONFORMING SERVICE AGREEMENTS (continued)

	Name of Shipper/ (Agreement No.)	Rate Schedule		nt	Date Filed	
9.	[RESERVED]					
10.	[RESERVED]					
11.	[RESERVED]					
12.	[RESERVED]					
13.	Brooklyn Navy Yard Cogan Parners, L.P. (R-1980-01)		May 19,	2005 A	ug. 14,	2009
14.	Milford Power Company, LLC (R-2710-03)	RTS (Agreement)	Apr. 30,	1999 A	ug. 14,	2009
15.	Astoria Generating Company, L.P. (R-2895-05)	RTS (Schedule 3 to Agreemen	Feb. 28, t)	2006 A	ug. 14,	2009
16.	Astoria Generating Company, L.P. (R-2895-06)	RTS (Schedule 3 to Agreemen	Feb. 28, t)	2006 A	ug. 14,	2009

(Non-Conforming Service Agreements continued on Sheet 8B)

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 SECOND REVISED SHEET NO. 8B SECOND REVISED SHEET NO. 8B Superseding: FIRST REVISED SHEET NO. 8B

NON-CONFORMING SERVICE AGREEMENTS (continued)

-	Name of Shipper/ (Agreement No.)	Rate Schedule	2	ement/ dment te	Date Filed
17.	Connecticut Light and Power Company (R-1740-01)	RTS (Agreement and Letter Agreement)	-	2, 1993 and 2, 1993	Aug. 14, 2009
18.	Bridgeport Energy, LLC (R-6048-01)	RTS (Agreement and Amendme	1	4, 2006	Aug. 14, 2009

Effective Date: 06/01/1994 Status: Effective FERC Docket: RP94-72-000 First Revised Sheet No. 9 First Revised Sheet No. 9 : Effective Superseding: Original Sheet No. 9

RATE SCHEDULE RTS

FIRM RESERVED TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is RTS available for natural gas transportation service by Transporter to any Shipper, where:

(a) Shipper has made a valid request as defined in Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff or Shipper has obtained released capacity under Section 28 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(b) Shipper and Transporter have entered into a Gas Transportation Contract for Firm Reserved Service under this Rate Schedule;

(c) Transporter has capacity available to render the transportation service pursuant to Section 3 of this Rate Schedule and Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff or Shipper will utilize firm capacity released under Section 28 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(d) Except where the Shipper is both the ultimate consumer and the producer of the transported gas, contracts have been entered into by or on behalf of Shipper for the purchase or sale of natural gas, as the case may be, and for the delivery of such gas to Transporter at one or more receipt points on Transporter's system;

(e) Either (1) Shipper's natural gas facilities or the facilities where the gas is to be consumed interconnect with Transporter's natural gas transmission system at one or more Delivery Points, or (2) contracts have been or will be entered into on behalf of Shipper for the further transportation of the gas from Transporter's system to such facilities;

 (f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, import the natural gas to be transported by Transporter have been obtained; Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 FIFTH REVISED SHEET NO. 10 FIFTH REVISED SHEET NO. 10 Superseding: FOURTH REVISED SHEET NO. 10

RATE SCHEDULE RTS (Continued)

(g) Shipper has met Transporter's Financial Creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation provided under this Rate Schedule RTS shall be firm reserved transportation service and shall have priority over all other transportation service provided by Transporter; provided, however, such service shall be subject to the terms of any capacity release offer submitted by Shipper and awarded to a Replacement Shipper (as defined in Section 28 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff) with an executed Gas Transportation Contract for Firm Reserved Service with Replacement Shipper; and, provided further, that if service is rendered pursuant to the Capacity Release provisions set forth in Section 28 of the General Terms and Conditions, such service shall have the same priority as the released capacity under the terms of this Rate Schedule.

2.2 Transporter and Shipper may, on a not unduly discriminatory basis, agree to variable levels in Shipper's Maximum Input Quantity and Maximum Equivalent Quantity during specified periods during the term of the service. Shipper's Maximum Input Quantity and Maximum Equivalent Quantity, whether fixed or variable, shall be specified in the executed Gas Transportation Contract for Firm Reserved Service.

Effective Date: 12/23/2004 Status: Effective FERC Docket: RP05- 88-000

First Revised Sheet No. 10A First Revised Sheet No. 10A : Effective Superseding: Original Sheet No. 10A

REQUESTS FOR SERVICE and PRIMARY RECEIPT & DELIVERY POINT CHANGES

3.1 Priority Of Requests. New transportation service pursuant to this Rate Schedule RTS and requests for changes to primary receipt and delivery points, as referenced in Sections 7.2 and 7.4 of the General Terms and Conditions are subject to the availability of firm transportation and receipt/delivery point capacity. In the event Transporter, in its sole discretion, determines that existing firm transportation capacity, other than that available through the applicable provisions of Sections 28 and 29 of the General Terms and Conditions is available and Transporter has not reserved such capacity for a future expansion as set forth in Section 3.1A hereof, then Transporter shall post on its EBB notice thereof, which notice shall include all relevant terms and conditions pertaining to such capacity. Transporter shall solicit bids for such capacity in the form of Open Season Bid Forms for at least the following periods:

a. One (1) business day for firm capacity which will be available for one month or less;

b. Five (5) business days for firm capacity which will be available for more than one month but less than twelve months; and

c. Fifteen (15) business days for firm capacity which will be available for twelve months or longer.

If there is inadequate firm transportation capacity to satisfy all prospective Shipper's bids, available firm transportation capacity shall be allocated to those prospective Shippers submitting the best bid (s) as determined in accordance with the provisions of Sections 3.2 and 3.3 hereof. In the event Transporter proposes to construct facilities to provide incremental firm transportation services, then Transporter will conduct an open season for the capacity which will be made available; all relevant terms and conditions pertaining to such capacity, including the method for allocation, shall be posted on Transporter's EBB. Effective Date: 09/20/2002 Status: Effective FERC Docket: RP02-504-000 Original Sheet No. 10B original Sheet No. 10B : Effective

3.1A Reservation of Capacity. Transporter shall have the right, but not the obligation, to reserve existing firm transportation capacity when it becomes available for any expansion project provided that the open season for such project is conducted within one (1) year from the date Transporter posts such capacity as being reserved. Transporter will post its intention to reserve any capacity for expansion. Once Transporter posts its intention to reserve such capacity for an expansion project, Transporter shall not award such capacity, other than pursuant to the expansion project, unless and until it posts a notice on Transporter's EBB rescinding its decision to reserve the capacity. Transporter may, however, market any capacity reserved under this paragraph on an interim basis for the period prior to the in-service date of the expansion. The marketing of such interim capacity shall be subject to the terms of Sections 3.1, 3.2, 3.3, and 3.4.

3.2 Best Bid Determination. Transporter shall evaluate all bids on a non-discriminatory, objective basis and determine the best bid(s): (1) within one day of the closing of the open season where all bidders have requested short-term (less than twelve (12) months) capacity and (2) within two (2) weeks of the closing of the open season where at least one bidder has requested long - term (twelve (12) months or more) capacity. Available capacity shall be allocated to prospective Shippers in accordance with one of the following two methods (with the specific method to be identified in Transporter's notice of the availability of firm capacity):

(a) Highest present value of the per unit Transportation Demand Rate to be paid over the term of the service as determined in accordance with Section 3.3 hereof; or

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07- 65-000

First Revised Sheet No. 10C First Revised Sheet No. 10C : Effective Superseding: Original Sheet No. 10C

(b) Highest rate bid; provided, however, that Transporter reserves the right to decline requests for service (i) that offer less than the maximum rate; (ii) that may detrimentally impact the operational integrity of Transporter's system; (iii) that do not satisfy all the terms of a specific open season; (iv) for which the requestor does not demonstrate creditworthiness; (v) that contain terms and conditions other than those set forth in the Tariff; or (vi) that contain contingencies that cannot be removed within a time frame acceptable to Transporter. For the purposes of this section, the best bid(s) as calculated above shall be the bid(s) which provide the greatest economic value to Transporter. In the event that Transporter receives a bid at a Negotiated Rate or at a rate to be determined under a Negotiated Rate Formula, for the purpose of determining the greatest economic value to Transporter, the value of such rate shall be determined in accordance with the provisions of Section 3.3 hereof and Section 32 of the General Terms and Conditions and shall in no event exceed the Recourse Rate.

In the event Transporter receives two or more bids of equal value, then under method (a) the best bid shall be the bid with the shortest term and under method (b) the best bid shall be the bid with the longest term. If two or more potential Shippers submit best bids, Transporter will pro-rate capacity on the basis of the quantities bid; Shippers shall notify Transporter within one (1) Business Day of their acceptance of such pro-rata share of short-term capacity (less than twelve months) and within five (5) Business Days of their acceptance of such pro-rata share of long-term capacity (twelve months or longer). In the event that any prospective Shipper elects not to enter into a Gas Transportation Contract for its pro-rata share of such capacity, such capacity shall be reallocated among the other prospective Shippers on a pro-rata basis up to their requested Maximum Input Quantities or Maximum Equivalent Quantities. Transporter will post the results of the bidding process after a Gas Transportation Contract has been executed.

Effective Date: 09/20/2002 Status: Effective FERC Docket: RP02-504-000 Sixth Revised Sheet No. 11 Sixth Revised Sheet No. 11 : Effective Superseding: Substitute Fifth Revised Sheet No. 11

3.3 Present Value Calculation. For purposes of evaluating and determining the best bid in accordance with Section 3.2 hereof, the present value of the Transportation Demand Rate to be paid over the term of the proposed service shall be calculated in the following manner:

 $PV = A \times \frac{1 - (1+i) - n}{i}$ where: PV = present value of the rate

A = fraction of unit rate, such that:

A = proposed rate maximum rate

n = term of the agreement, in months.

In evaluating bids associated with the open season, any request for a change in primary Receipt Point or Delivery Point under Section 7.2 or 7.4, respectively, of the General Terms and Conditions will be considered to have an NPV of zero (0) when comparing requests for service and awarding capacity, unless:

- a) Shipper has agreed in conjunction with its request to increase its MDQ or;
- b) Shipper has agreed to extend the term of its firm contract;

in which case Transporter will consider the term of such MDQ increase or contract extension when evaluating the NPV.

Effective Date: 12/19/2004 Status: Effective FERC Docket: RP05- 78-000

Fourth Revised Sheet No. 11A Fourth Revised Sheet No. 11A : Effective Superseding: Third Revised Sheet No. 11A

In the event that Transporter receives a bid at a Negotiated Rate or a rate under a Negotiated Rate Formula that includes a revenue guarantee such as a usage charge associated with a minimum volume commitment, Transporter shall calculate the present value per unit of the rate generated by such bid, to the extent of any revenue guarantee such as a minimum volume commitment, in the same manner that it determines the present value of the per unit Transportation Demand Rate. In the event that such a bid also includes a demand or reservation rate, the present value of such bid shall be the sum of the present value of the Transportation Demand Rate and the present value of the rate generated by the revenue guarantee.

3.4 Transportation Contracting. Submission of a bid in the form of a Service Request Form pursuant to Section 3.1 hereof shall constitute a binding offer by the submitting Shipper to enter into a Gas Transportation Contract incorporating the terms of the bid. A prospective Shipper, however, may withdraw its bid prior to the close of the period set forth in Section 3.1; provided that such prospective Shipper may not resubmit a lower bid, but may submit a higher bid for the same capacity. In the event a potential Shipper's bid is accepted, and such potential Shipper otherwise meets all availability conditions of Section 1 of this Rate Schedule, including Transporter's Financial Creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions, Transporter shall forward to Shipper for execution a Gas Transportation Contract which sets forth the terms of such bid. Shipper shall have five (5) business days from the date specified in the letter accompanying the Gas Transportation Contract to execute and return to Transporter the Gas Transportation Contract; service shall not commence until the Gas Transportation Contract has been executed.

35 Pre-Arranged Deals. Transporter may enter into a pre-arranged service agreement for capacity with any prospective Shipper provided that Transporter will post the terms of the pre-arranged service agreement on its EBB and other parties will have the opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher present value (PV) to Transporter as determined in accordance with Section 3.3 hereof. For the purpose of its evaluation, Transporter may consider the aggregate of two or more bids and award the available capacity to the combination of bids that result in the highest PV to Transporter. If another prospective Shipper submits a bid with a higher PV to Transporter for this pre-arranged capacity, the prospective Shipper with thepre-arranged service agreement will have a one-time right within two (2) business day of notification to match the higher bid?s PV in order to obtain the capacity. If the prospective Shipper with the pre-arranged service agreement elects not to match a higher competing bid, the capacity will be awarded to the highest bidder whose bid, if accepted, would have a higher PV to Transporter.

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07- 65-000

Seventh Revised Sheet No. 11B seventh Revised Sheet No. 11B : Effective Superseding: Sixth Revised Sheet No. 11B

4. RATES

4.1 Applicable Rates. The applicable Maximum and Minimum Transportation Demand Rates and Transportation Commodity Rates and the applicable ACA Adjustments and Deferred Asset Surcharge, as defined in Section 12 of the General Terms and Conditions, for firm reserved transportation service under this Rate Schedule are set forth in the currently effective Sheet No. 4 of this FERC Gas Tariff and are hereby incorporated herein. When a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 32 of the General Terms and Conditions of this Tariff and the terms of the Gas Transportation Contract between Shipper and Transporter.

Effective Date: 05/01/1996 Status: Effective FERC Docket: RP96-187-000 Second Revised Sheet No. 12 Second Revised Sheet No. 12 : Effective Superseding: First Revised Sheet No. 12

RATE SCHEDULE RTS (Continued)

4.2 Transportation Rates

(a) Transportation Commodity Rates

(1) Maximum and Minimum Transportation Commodity Rates. The Maximum and Minimum Transportation Commodity Rates for each Dth of Scheduled Equivalent Quantity at each Delivery Point shall be the Maximum and Minimum Commodity Rates reflected for Rate Schedule RTS from time to time on the currently effective Sheet No. 4 of this FERC Gas Tariff.

(2) Discounted Transportation Commodity Rate. The Discounted Transportation Commodity Rate shall be the dollar amount per Dth of Scheduled Equivalent Quantity at each Delivery Point as specified by Transporter in a notice to Shipper, which amount shall be less than the Maximum Transportation Commodity Rate but equal to or greater than the Minimum Transportation Commodity Rate.

(3) Intra-Zone Transportation Commodity Rate. Separately stated Transportation Commodity Rates shall apply to the provision of firm reserved transportation service within Transporter's Zone 1, as defined in Section 2.30 of the General Terms and Conditions, and within Transporter's Zone 2, as defined in Section 2.31 of the General Terms and Conditions. The Zone 1 Transportation Commodity Rate shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporter's Zone 1 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporter's Zone 1. The Zone 2 Transportation Commodity Rate shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporter's Zone 2 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporter's Zone 2.

Effective Date: 01/01/1997 Status: Effective FERC Docket: RP97-126-001

Sub. Third Revised Sheet No. 13 Sub. Third Revised Sheet No. 13 : Effective Superseding: Third Revised Sheet No. 13

RATE SCHEDULE RTS (continued)

(4) Inter-Zone Transportation Commodity Rate. A separately stated Transportation Commodity Rate, equal to the sum of the Zone 1 Transportation Commodity Rate and the Zone 2 Transportation Commodity Rate, shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporter's Zone 2 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporter's Zone 1 and to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporter's Zone 1 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporter's Zone 1 which

(b) Transportation Demand Rates

(1) Maximum and Minimum Transportation Demand Rates. The Maximum and Minimum Transportation Demand Rate for each Dth of the Maximum Input Quantity at each Receipt Point shall be the Maximum and Minimum Demand Rates reflected for Rate Schedule RTS from time to time on the currently effective Sheet No. 4 of this FERC Gas Tariff.

(2) Discounted Transportation Demand Rate. The Discounted Transportation Demand Rate for any Dth of the Maximum Input Quantity at each Receipt Point shall be the dollar amount per Dth of Maximum Input Quantity specified by Transporter in a notice to Shipper, which amount shall be less than the Maximum Transportation Demand Rate but equal to or greater than the Minimum Transportation Demand Rate. Except as otherwise mutually agreed between Shipper and Transporter, the Discounted Transportation Demand Rate shall apply to all quantities which Shipper nominates under its Gas Transportation Contract to be received and delivered by Transporter at the Receipt Point(s) and Delivery Point(s), respectively, specified in such notice to Shipper. The Discounted Transportation Demand Rate shall not apply to any quantities which Shipper, or any Replacement Shipper that has acquired capacity released by such Shipper under its Gas Transportation Contract pursuant to Section 28 of the General Terms and Conditions of this tariff, nominates to be received or delivered under its Gas Transportation Contract at a Receipt or Delivery Point not specified in such notice to Shipper. For purposes of applying this paragraph, the daily Maximum Transportation Demand Rate shall be determined by multiplying the Maximum Transportation Demand Rate reflected from time to time on the currently effective Sheet No. 4 of this tariff by twelve (12) and dividing the product by 365.

Effective Date: 01/01/1997 Status: Effective FERC Docket: RP97-126-000 Original Sheet No. 13A original Sheet No. 13A : Effective

RATE SCHEDULE RTS (continued)

(3) Intra-Zone Transportation Demand Rate. Separately stated Transportation Demand Rates shall apply to the provision of firm reserved transportation service within Transporters Zone 1, as defined in Section 2.30 of the General Terms and Conditions, and within Transporters Zone 2, as defined in Section 2.31 of the General Terms and Conditions. The Zone 1 Transportation Demand Rate shall apply to each Dth of Maximum Equivalent Quantity at any Primary Delivery Point located in Transporter's Zone 1 which corresponds to a Dth of Maximum Input Quantity at any Primary Receipt Point located in Transporter's Zone 1, as reflected in the Schedule 1 and Schedule 2 appended to the Gas Transportation Contract between Transporter and Shipper in

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-000 Fifth Revised Sheet No. 14 Fifth Revised Sheet No. 14 : Effective

Superseding: Fourth Revised Sheet No. 14 : Effective

RATE SCHEDULE RTS (Continued)

effect as of the date of such contract. The Zone 2 Transportation Demand Rate shall apply to each Dth of Maximum Equivalent Quantity at any Primary Delivery Point located in Transporter's Zone 2 which corresponds to a Dth of Maximum Input Quantity at any Primary Receipt Point located in Transporter's Zone 2, as reflected in the Schedule 1 and Schedule 2 appended to the Gas Transportation Contract between Transporter and Shipper in effect as of the date of such contract.

(4) Inter-Zone Transportation Demand Rate. A separately stated Transportation Demand Rate shall apply to each Dth of Maximum Equivalent Quantity at any Primary Delivery Point located in Transporter's Zone 2 which corresponds to a Dth of Maximum Input Quantity at any Primary Receipt Point located in Transporter's Zone 1, as reflected in the effective Schedule 1 and Schedule 2 appended to the Gas Transportation Contract between Transporter and Shipper, and to each Dth of Maximum Equivalent Quantity at any Primary Delivery Point located in Transporter's Zone 2, as reflected in the effective Schedule 1 and Schedule 2 appended to the Gas Transportation Contract between Transporter and Shipper.

4.3 Monthly Bill. The monthly bill for firm reserved transportation service rendered under this Rate Schedule shall consist of a Transportation Demand Charge, a Transportation Commodity Charge, ACA and Deferred Asset Surcharges, certain Revenue Sharing Credits, and any applicable Capacity Release Credits; provided, however, that when a Shipper has agreed to a Negotiated Rate or a rate under a Negotiated Rate Formula, the monthly bill shall be determined in accordance with the provisions of Section 32 of the General Terms & Conditions and the terms of the Gas Transportation Contract between Transporter and Shipper. The monthly bill shall be determined as follows:

(a) Transportation Demand Charge. For each month, the Transportation Demand Charge payable by Shipper shall, subject to any discount as provided herein, be equal to the applicable Maximum Transportation Demand Rate multiplied by the Maximum Input Quantity as specified in Shippers Gas Transportation Contract. The Transportation Demand Charge is payable notwithstanding any failure to deliver all or any portion of Shipper's Input Quantities to Transporter at each Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-000 Fifth Revised Sheet No. 15 Fifth Revised Sheet No. 15 : Effective Superseding: Fourth Revised Sheet No. 15

Rate Schedule RTS (Continued)

Receipt Point during such month for any reason whatsoever including force majeure.

(b) Transportation Commodity Charge. For each month, the Transportation Commodity Charge payable by Shipper shall, subject to any discount as provided herein, be equal to the applicable Maximum Transportation Rate multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month.

(c) RESERVED FOR FUTURE USE

(d) ACA Surcharge. For each month, the ACA Surcharge payable by Shipper shall be equal to the applicable ACA Rate, as stated on the currently effective Sheet No. 4 of this FERC Gas Tariff, multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month at each Delivery Point for transportation from each Receipt Point.

(e) Deferred Asset Surcharge. For each month, the Deferred Asset Surcharge payable by Shipper shall be equal to the applicable Deferred Asset Rate for the applicable Zone, as stated on the currently effective Sheet No. 4 of this FERC Gas Tariff, multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month. For each month, the Deferred Asset Intra-Zone and Inter-Zone Rates shall be applied in the same manner as the Intra-Zone and Inter-Zone Transportation Rates.

(f) RESERVED FOR FUTURE USE.

Effective Date: 01/01/1997 Status: Effective FERC Docket: RP97-126-000 Second Revised Sheet No. 15A second Revised Sheet No. 15A : Effective Superseding: FIRST REVISED SHEET NO. 15A RESERVED FOR FUTURE USE Effective Date: 01/01/1997 Status: Effective FERC Docket: RP97-126-000 First Revised Sheet No. 15B First Revised Sheet No. 15B : Effective Superseding: Original Sheet No. 15B RESERVED FOR FUTURE USE

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-001 Sixth Revised Sheet No. 16 Sixth Revised Sheet No. 16 : Effective Superseding: Fifth Revised Sheet No. 16

RATE SCHEDULE RTS (continued)

(g) Capacity Release Credits. For each month, the Transportation Demand Charge shall be credited by the Transportation Demand Charge (or its volumetric equivalent as determined pursuant to Section 28.14 of the General Terms and Conditions) billed by the Transporter to any Replacement Shipper (s) as that term is defined in Section 28 of the General Terms and Conditions of Transporters currently effective FERC Gas Tariff (hereinafter the "Replacement Demand Charge"), if any, under the Capacity Release provisions set forth in Section 28 of the General Terms and Conditions, with any Capacity Release marketing fees as set forth in Section 28 of the General Terms and Conditions to be deducted from such credit. Nothing herein is intended to relieve Shipper of its obligation to pay to Transporter the full amount of the Transportation Demand Charge for any month in which the Replacement Shipper fails to pay all or any portion of the Replacement Demand Charge (or its volumetric equivalent as determined pursuant to Section 28.14 of the General Terms and Conditions).

4.4 Discounted Rates. For purposes of administering rates under this Rate Schedule RTS, Transporter shall have the right to discount the Maximum Transportation Demand Rates and Maximum Transportation Commodity Rates for firm reserved transportation service under this Rate Schedule RTS and to charge a lower rate for some or all of the service performed under this Rate Schedule, so long as such discounting is necessary to meet competitive conditions existing at the time; provided, however, that in no event shall rates charged under this Rate Schedule be less than Transporters system weighted average variable costs, specified herein as the Minimum Transportation Demand Rates and Minimum Transportation Commodity Rates for firm reserved service. Transporter shall not be obligated to offer service at discount rates; however, to the extent such discounted service is offered, it shall be offered on a non-discriminatory basis. For each transaction discounted pursuant to this provision, the amount of the discount shall be applied to the base rates. Unless otherwise specified, a discounted rate does not apply to alternate Receipt or Delivery Points.

4.5 Negotiated Rates. For purposes of administering rates under this Rate Schedule RTS, Transporter

Effective Date: 11/16/1997 Status: Effective FERC Docket: RP98- 18-000 Third Revised Sheet No. 17 Third Revised Sheet No. 17 : Effective Superseding: SECOND REVISED SHEET NO. 17

RATE SCHEDULE RTS (Continued)

shall have the right to reach an agreement with a Shipper to charge Negotiated Rates or rates under a Negotiated Rate Formula. Such rates shall be governed by Section 32 of the General Terms and Conditions of Transporter's Tariff.

5. GENERAL TERMS AND CONDITIONS

as is needed to meet the requirements placed on Transporter pursuant to 18 CFR 284. All of the General Terms and Conditions of Transporters effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule. Effective Date: 09/01/1993 Status: Effective FERC Docket: RS92- 17-004 Original Sheet No. 18-25 original Sheet No. 18-25 : Effective

Sheet Nos. 18 through 25 reserved for future use.

Effective Date: 06/01/1994 Status: Effective FERC Docket: RP94-72-000 First Revised Sheet No. 26 First Revised Sheet No. 26 : Effective Superseding: Original Sheet No. 26

RATE SCHEDULE ITS

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule ITS is available for natural gas transportation service by Transporter to any Shipper, where:

(a) Shipper has made a valid request as defined in Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(b) Shipper and Transporter have entered into a Gas Transportation Contract for Interruptible Service under this Rate Schedule;

(c) Transporter has capacity available to render the transportation service pursuant to Section 3 of this Rate Schedule and Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(d) Except where the Shipper is both the ultimate consumer and the producer of the transported gas, contracts have been entered into by or on behalf of Shipper for the purchase or sale of natural gas, as the case may be, and for the delivery of such gas to Transporter at one or more Receipt Points on Transporter's system;

(e) either (1) Shipper's natural gas facilities or the facilities where the gas is to be consumed interconnect with Transporter's natural gas transmission system at one or more Delivery Points, or (2) contracts have been or will be entered into on behalf of Shipper for the further transportation of the gas from Transporter's system to such facilities;

(f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, import the natural gas to be transported by Transporter have been obtained;

(g) Shipper has met Transporter's Financial Creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions.

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07- 65-000 Eighth Revised Sheet No. 27 Eighth Revised Sheet No. 27 : Effective Superseding: Seventh Revised Sheet No. 27

RATE SCHEDULE ITS (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule ITS and the rates set forth herein shall apply to all interruptible transportation service rendered under Gas Transportation Contracts for such service whenever Transportation is able and willing to offer such interruptible transportation service. Transportation service provided hereunder is subject to curtailment or interruption as Transporter deems necessary.

3. REQUESTS FOR SERVICE

3.1 Priority of Requests. Transportation service pursuant to this ITS Rate Schedule is subject to the availability of interruptible capacity. Allocation of interruptible capacity shall be in accordance the terms and conditions of Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff.

3.2 Gas Transportation Contract To Be Executed. Within thirty days after Transporter accepts and validates a completed request for service under Section 3.7 of the General Terms and Conditions, including all information required for a credit evaluation as specified in Section 3.4 of the General Terms and Conditions, Transporter shall tender to Shipper a Gas Transportation Contract. In the event the Gas Transportation Contract is not executed by Shipper and returned within thirty (30) days after Transporter tendered such contract to Shipper, Shipper's request for transportation shall be null and void. Service shall not commence until The Gas Transportation Contract has been executed.

4. RATES

4.1 Applicable Rates. The applicable Maximum and Minimum Transportation Commodity Rates and the applicable ACA Adjustments and Deferred Asset Surcharge, as those terms are defined in Section 12 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, for interruptible transportation service under this Rate Schedule are set forth in Sheet No. 4 of Transporter's currently effective FERC Gas Tariff and are hereby incorporated herein. When a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 32 of the General Terms and Conditions of this Tariff and the terms Effective Date: 11/16/1997 Status: Effective FERC Docket: RP98- 18-000

Fourth Revised Sheet No. 28 Fourth Revised Sheet No. 28 : Effective Superseding: THIRD REVISED SHEET NO. 28 RATE SCHEDULE ITS (continued)

of the Gas Transportation Contract between Shipper and Transporter.

Rates. The Maximum and Minimum Transportation Commodity Rates for each Dth of Scheduled Equivalent Quantity at each Delivery Point shall be the Maximum and Minimum Transportation Rates reflected for Rate Schedule ITS from time to time on the currently effective Sheet No. 4 of this FERC Gas Tariff.

Discounted Transportation Commodity Rate shall be the dollar amount per Dth of Scheduled Equivalent Quantity at each Delivery Point as specified by Transporter in a notice to Shipper, which amount shall be less than the Maximum Transportation Commodity Rate but equal to or greater than the Minimum Transportation Commodity Rate.

Separately stated Transportation Commodity Rate shall apply to the provisions of firm reserved transportation service within Transporters Zone 1, as defined in Section 2.30 of the General Terms and Conditions, and within Transporters Zone 2, as defined in Section 2.31 of the General Terms and Conditions. The Zone 1 Transportation Commodity Rate shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporters Zone 1 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporters Zone 1. The Zone 2 Transportation Commodity Rate shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporters Zone 2 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporters Zone 2.

separately stated Transportation Commodity Rate shall apply to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporters Zone 2 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporters Zone 2 which corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporters Zone 1 and to each Dth of Scheduled Equivalent Quantity at any Delivery Point located in Transporters Zone 1 which Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-000 Fifth Revised Sheet No. 29 Fifth Revised Sheet No. 29 : Effective Superseding: Fourth Revised Sheet No. 29

RATE SCHEDULE ITS (continued)

corresponds to a Dth of Scheduled Input Quantity at any Receipt Point located in Transporter's Zone 2.

4.3 Monthly Bill. The monthly bill for interruptible transportation service rendered under this Rate Schedule shall consist of a Transportation Commodity Charge and the ACA and Deferred Asset Surcharges; provided, however, that when a Shipper has agreed to a Negotiated Rate or a rate under a Negotiated Rate Formula, the monthly bill shall be determined in accordance with the provisions of Section 32 of the General Terms and Conditions and the terms of the Gas Transportation Contract between Transporter and Shipper. The monthly bill shall be determined as follows:

(a) Transportation Commodity Charge. For each month, the Transportation Commodity Charge payable by each Shipper shall, subject to any discount as provided herein, be equal to the applicable Maximum Transportation Commodity Rate multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month.

(b) RESERVED FOR FUTURE USE

(c) ACA Surcharge. For each month, the ACA Surcharge payable by Shipper shall be equal to the applicable ACA Rate, as stated on the currently effective Sheet No. 4 of this FERC Gas Tariff, multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month at each Delivery Point for transportation from each Receipt Point.

(d) Deferred Asset Surcharge. For each month, the Deferred Asset Surcharge payable by Shipper shall be equal to the applicable to the Deferred Asset Surcharge Rate for the applicable Zone, as stated on the currently effective Sheet No. 4 of this FERC Gas Tariff, multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month. For each month, the Deferred Asset Intra-Zone and Inter-Zone Rates shall be applied in the same manner as the Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-001 Sixth Revised Sheet No. 30 Sixth Revised Sheet No. 30 : Effective Superseding: Fifth Revised Sheet No. 30

RATE SCHEDULE ITS (continued)

Intra-Zone Transportation and Inter-Zone Transportation Commodity Rates.

(e) RESERVED FOR FUTURE USE.

4.4 Discounted Rates. For purposes of administering rates under this Rate Schedule ITS Transporter shall have the right to discount the Maximum Transportation Commodity Rates for interruptible transportation service under this Rate Schedule ITS and to charge a lower rate for some or all of the services performed under this Rate Schedule, so long as such discounting is necessary to meet competitive conditions existing at the time; provided, however, that in no event shall rates charged under this Rate Schedule be less than Transporter's system weighted average variable costs, specified herein as the Minimum Transportation Commodity Rates for interruptible service. Transporter shall not be obligated to offer service at discount rates; however, to the extent such discounted service is offered, it shall be offered on a non-discriminatory basis. For each transaction discounted pursuant to this provision, the amount of the discount shall be applied to the base rates. Unless otherwise specified, a discounted rate does not apply to alternate Receipt or Delivery Points.

4.5 Negotiated Rates. For purposes of administering rates under this Rate Schedule ITS, Transporter shall have the right to reach an agreement with a Shipper to charge Negotiated Rates or rates under a Negotiated Rate Formula. Such rates shall be governed by Section 32 of the General Terms and Conditions of Transporter's Tariff.

5. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 CFR Part 284. All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, and any revisions thereof that may be proposed Effective Date: 11/16/1997 Status: Effective FERC Docket: RP98-18-000 Second Revised Sheet No. 31 Second Revised Sheet No. 31 : Effective Superseding: FIRST REVISED SHEET NO. 31

and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000 First Revised Sheet No. 32 First Revised Sheet No. 32 : Effective Superseding: Original Sheet No. 32 RATE SCHEDULE PAL PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule PAL is available for park and loan service by Transporter to any Shipper, where:

(a) Shipper has made a valid request for service as defined in Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(b) Shipper and Transporter have entered into a Park and Loan Service Contract under this Rate Schedule;

(c) Transporter has sufficient capacity available to render the Park and Loan Service pursuant to Section 4 of this Rate Schedule and Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(d) except where Shipper is both the ultimate consumer and producer of gas which is being parked or loaned under this Rate Schedule, contracts have been entered into by or on behalf of Shipper for the purchase or sale of natural gas, as the case may be, and for its delivery to Transporter at one or more Receipt Points on Transporter's system;

(e) either (1) Shipper's natural gas facilities or the facilities where the gas is to be consumed interconnect with Transporter's natural gas transmission system at one or more Delivery Points, or (2) contracts have been or will be entered into on behalf of Shipper for the transportation of the gas to and from Transporter's system to such facilities;

 (f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, import the natural gas to be transported by Transporter have been obtained; and

(g) Shipper has met Transporter's Financial Creditworthiness Criteria as set forth in Section 3.5 of the General Terms and Conditions.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000

Third Revised Sheet No. 33 Third Revised Sheet No. 33 : Effective Superseding: Second Revised Sheet No. 33

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule PAL and the rates set forth herein shall apply to all park and loan service rendered under a Park and Loan Service Contract for such service whenever Transporter is able and willing to offer such park and loan service. Park and loan service provided hereunder is of a lower Priority than transportation provided pursuant to Rate Schedules RTS, ITS, and HUB and is subject to curtailment or interruption as Transporter deems necessary.

2.2 Park and loan services available under this Rate Schedule include:

(a) Parking Service. Parking Service shall consist of (i) Transporter's receipt of natural gas tendered gas tendered by Shipper for parking service ("Parked Quantity"); (ii) the holding of the Parked Quantity for Shipper's account at the point(s) specified in Shipper's nomination ("Parking Point(s)"), and (iii) Transporter's redelivery of the Parked Quantities to Shipper, or for Shipper's account, at the Parking Point.

(b) Loan Service. Loan Service shall consist of (i) Transporter's advancement (loan) of the quantity of natural gas nominated by Shipper ("Loaned Quantity"), up to the Maximum Balance Quantity specified in Shipper's Park and Loan Service Contract, at the point(s) specified in Shipper's nomination ("Loan Point(s)"); and (ii) Shipper's redelivery of the Loaned Quantities and Transporter's acceptance of such volumes for Shipper's account at the Loan Point.

(c) Title Transfer Service. Title Transfer Service shall consist of Transporters' redelivery (Title Transfer) of the Parked/Loaned Quantities to another Shippers' account at the Parking/Loaning Point.

2.3 Subject to the availability of capacity, any Receipt or Delivery on Transporter's system may be nominated as a Parking Point or Loan Point.

Effective Date: 12/23/2004 Status: Effective FERC Docket: RP05- 88-000

First Revised Sheet No. 33A First Revised Sheet No. 33A : Effective Superseding: Original Sheet No. 33A

3. ACCOUNT BALANCES; TRANSPORTATION; ASSIGNMENTS

3.1 Transporter shall establish an account for each Shipper using this service which reflects the Parked Balance at each Parking Point and the Loan Balance at each Loan Point. Whenever Transporter receives Parked Quantities from, or delivers Loaned Quantities to, a Shipper the quantities received or delivered will be reflected in the Shipper's Parked Balance or Loan Balance, as appropriate, for the Park or Loan Point at which they were received or delivered. When Parked or Loaned Quantities are redelivered, Transporter will credit the Shipper's account to reflect the new balance.

3.2 Transporter shall redeliver Parked Quantities and accept redelivery of Loaned Quantities only at the Parking Point, where Shipper parked the Parked Quantity, or the Loan Point, where Transporter advanced the Loaned Quantity to Shipper.

3.3 In the event that Shipper wishes to move Parked Quantities or Loaned Quantities from one Parking or Loan Point to another Parking or Loan Point on Transporters system, Shipper shall be responsible for arranging such transportation in accordance with the provisions of Rate Schedule RTS or ITS and the General Terms and Conditions of Transporter's Tariff.

3.4 Parked Quantities and Loaned Quantities may be assigned from one Shipper to another in accordance with the provisions of the Park and Loan Service Contract, provided that (i) the Shipper obtaining such quantities satisfies all the requirements of this Rate Schedule and the General Terms and Conditions of the Tariff, and (ii) each Shipper submits the appropriate nominations to Transporter in accordance with the provisions of Section 4. All applicable charges will be assessed for such transactions.

Effective Date: 05/15/2003 Status: Effective FERC Docket: RP03-326-000 Fourth Revised Sheet No. 34 : Effective

Superseding: Third Revised Sheet No. 34 : Effective

4. REQUESTS FOR SERVICE

Priority of Requests. Park and loan service pursuant to the PAL Rate Schedule is subject to the availability of park and loan capacity. Park and loan service shall be allocated first to those Shippers whose PAL nominations and scheduled Operational Balancing Agreement requests are for 250 Dth or less or increase park and loan capacity, and then to any remaining Shippers nominating park and loan service on a first-come, first-served basis. In the event the Gas Transportation Contract is not executed by Shipper and returned within thirty (30) days after Transporter tendered such contract to Shipper, Shipper's request for transportation shall be null and void. Service shall not commence until the Park and Loan Service Contract has been executed.

5. RATES

5.1 Applicable Rates. The applicable Maximum and Minimum Injection/ Withdrawal Rate. Maximum and Minimum Daily Balance Rate and ACA Surcharge, as that term is defined in Section 12 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, for park and loan service under this Rate Schedule are set forth on Sheet Nos. 4 and 5 of Transporter's currently effective FERC Gas Tariff and are hereby incorporated herein.

Effective Date: 07/20/2006 Status: Effective FERC Docket: RP06-395-000 Second Revised Sheet No. 35 Second Revised Sheet No. 35 : Effective Superseding: First Revised Sheet No. 35

Second Revised Sheet No. 35

5.2 Park and Loan Service Rates

(a) Maximum and Minimum Injection/Withdrawal Rates. The Maximum and Minimum Injection/Withdrawal Rate for each Dth of the gas injected/withdrawn from each Parking/Loan Point, shall be the Maximum and Minimum Injection/Withdrawal Rate reflected from time to time on the currently effective Sheet No. 5 of this FERC Gas Tariff.

(b) Discounted Injection/Withdrawal Rates. The Discounted Injection/Withdrawal Rate shall be the dollar amount per Dth of Injected Quantity and Withdrawal Quantity at each Parking and/or Loan Point as specified by Transporter on its Electronic Bulletin Board, which amount shall be less than the Maximum Injection/Withdrawal Rate, but equal to or greater than the Minimum Injection/Withdrawal Rate.

(c) Maximum and Minimum Daily Balance Rate. The Maximum and Minimum Daily Balance Rate for each Dth of gas in (i) Shipper's Parked Balance each day at each Parking Point, and (ii) Shipper's Loan Balance each day at each Loan Point, shall be the time on the currently effective Sheet No. 5 of the Tariff.

(d) Discounted Daily Balance Rates. The Discounted Daily Balance Rate shall be the dollar amount per Dth of Shipper's Parked and Loan Balances each day at each Parking and/or Loan Point as specified daily by Transporter on its Electronic Bulletin Board, which amount shall be less than the Maximum Daily Balance Rate, but equal to or greater than the Minimum Daily Balance Rate.

5.3 Monthly Bill. The monthly bill for park and loan services rendered under this Rate Schedule shall consist of an Injection/Withdrawal Charge, a Balance Charge, and if applicable, an ACA Surcharge. The monthly bill shall be determined as follows:

(a) Injection/Withdrawal Charge. For each month, the Injection/Withdrawal Charge payable by each Shipper shall, subject to any discount as provided herein, be equal to the Maximum Injection/Withdrawal Rate multiplied by the sum of the Injection Quantities and Withdrawal Quantities at each Parking Point and each Loan Point on each day of such month.

(b) Balance Charge. For each month, the Balance Charge payable by each Shipper shall, subject to any discount as provided herein, be equal to the Maximum Daily Balance Rate multiplied by the sum of Shipper's Parked Balance and Loan Effective Date: 07/20/2006 Status: Effective FERC Docket: RP06-395-000 Fourth Revised Sheet No. 36 Fourth Revised Sheet No. 36 : Effective

Superseding: Third Revised Sheet No. 36 : Effective

Fourth Revised Sheet No. 36

Balance at each Parking Point and at each Loan Point on each day of such month.

(c) ACA Surcharge. For each month, the ACA Surcharge payable by Shipper shall be equal to the applicable ACA Rate, as stated on the currently effective Sheet No. 4A of this FERC Gas Tariff subject to the provisions of Section 12.2(c) of the General Terms and Conditions, multiplied by the sum of the Injected Quantities at each Parking and Loan Point on each day of such month.

(d) Reduction of Balance Charge Credit. Solely for the purpose of calculating the Balance Charge, Transporter shall reduce the Parked Balance or Loan Balance for each day by the quantity of gas Transporter was unable to deliver in response to Shipper nomination under either of the following conditions:

(1) In the event that Shipper submits a nomination that would have reduced its Parked Balance or Loan Balance on any day and Transporter is unable to schedule all the quantities nominated because there is inadequate park and loan capacity available.

(2) In the event that: a) Shipper submits a Park/Loan nomination in combination with an interruptible nomination that would have reduced its Parked Balance or Loan Balance on any day, and b) Shipper does not have a firm transportation agreement with Transporter, and c) Transporter is unable to schedule all of the quantities nominated because, although there is adequate park and loan capacity available, there is not adequate interruptible capacity available to the desired delivery point.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 First Revised Sheet No. 36A First Revised Sheet No. 36A : Effective Superseding: Original Sheet No. 36A

5.4 Discounted Rate. For purposes of administering rates under this Rate Schedule PAL, Transporter shall have the right to discount the Maximum Injection/Withdrawal Rate and Maximum Daily Balance Rate for park and loan service under this Rate Schedule PAL and to charge a lower rate for some or all of the Services performed under this Rate Schedule, provided that such discounting is necessary to meet competitive conditions existing at the time; provided, that in no event shall rates charged under this Rate Schedule be less than the Minimum Injection/Withdrawal Rate and Minimum Daily Balance Rate reflected on the currently effective Sheet No. 5 of the FERC Gas Tariff. Transporter shall not be required to offer park and loan service at a discounted rate; however, to the extent such discounted service is offered, it shall be offered on a nondiscriminatory basis.

6. OPERATIONAL FLOW ORDERS

6.1 In the event that Transporter determines, in its sole discretion, that some or all park and loan services must be interrupted or curtailed in order to satisfy Transporter's obligations to Shippers under the RTS, ITS, or HUB Rate Schedules, or that such interruption or curtailment is otherwise necessary or appropriate to avoid adverse impact on the operation of

Effective Date: 11/16/1997 Status: Effective FERC Docket: RP98- 18-000

Fourth Revised Sheet No. 37 Fourth Revised Sheet No. 37 : Effective Superseding: THIRD REVISED SHEET NO. 37

Transporter's system, Transporter will notify any affected Shippers receiving service under the PAL Rate Schedule that they are required to eliminate or reduce their existing Parked Balances and/or Loan Balances over the period specified in the notice. Such notices may be provided by telephone, facsimile or in writing, as well as on Transporter's Electronic Bulletin Board. Such notices shall be issued to Shippers in order based upon the net aggregate of each Shipper's outstanding balance at all Parking and Loan Points beginning with the largest balance. The minimum period of time for elimination or reduction of balances that can be stated in such a notice is the end of the gas day for which the next available nomination deadline applies.

accordance with Section 6.1 above, Transporter shall cash out the balance quantity that Shipper was advised, but failed, to reduce or eliminate at the replacement cost of gas plus ten percent (10%) for Loan Balances or the sale price of the gas less ten percent (10%) for Parked Balances. For the purposes of the preceding sentence, the replacement cost and sale price of gas shall be computed as follows: (i) all balances subject to replacement or sale on a particular day will be aggregated and offered for bid in one lump sum; (ii) all revenues received from the sale of, or expenses incurred in the replacement of, such volumes will be aggregated for such day; and (iii) the aggregate revenues or expenses for each day will be applied to the aggregate cash out volumes for each day in chronological order. All volumes offered for sale or purchase pursuant to this section will be posted on Transporter's Electronic Bulletin Board in a notice stating the quantity of gas offered for sale or purchase and the deadline for making bids. Such volumes will be allocated on a best bid basis, beginning with the lowest rate bid for purchases and the highest rate bid for sales.

Shipper with a Parked or Loan Balance of less than 50 Dth to eliminate its existing Parked or Loan Balance under this Section 6 within thirty (30) days. If Shipper fails to comply with this notice, any Parked Balance remaining after thirty (30) days will be cashed out at ninety percent (90%) of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporters Electronic Bulletin Board; and any Loan Balance remaining after thirty (30) days will be cashed out at 110% of the average New York City Gate Price for the previous

Effective Date: 11/01/2002 Status: Effective FERC Docket: RP00-411-009

Sub. Fifth Revised Sheet No. 38 Sub. Fifth Revised Sheet No. 38 : Effective Superseding: Fifth Revised Sheet No. 38

6.3 Transporter may issue a notice requiring any Shipper with a Parked or Loan Balance of less than 50 Dth to eliminate its existing Parked or Loan Balance under this Section 6 within thirty (30) days. If Shipper fails to comply with this notice, any Parked Balance remaining after thirty (30) days will be cashed out at ninety percent (90%) of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin board; and any Loan Balance remaining after thirty (30) days will be cashed out at 110% of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board.

7. CONTRACT TERMINATION

Unless a shorter period of time is imposed in a notice issued in accordance with Section 6 above, Shipper shall eliminate any outstanding Parked Balance or Loan Balance within sixty (60) days of termination of its Park and Loan Service Contract. If Shipper fails to eliminate such balance, Transporter shall cash out any balance quantity remaining after sixty (60) days at the replacement cost of gas plus ten percent (10%) for Loan Balances or the sale price of the gas less ten percent (10%) for Parked Balances. For the purposes of the preceding sentence, the replacement cost and sale price of gas shall be computed as described in Section 6.2 above.

8. PALS CASHOUT PROVISION

8.1 Transporter may issue a notice requiring any Shipper with a Parked or Loan Balance of less than 50 Dth to eliminate its existing Parked or Loan Balance under this Section 8 within thirty (30) days. If Shipper fails to comply with this notice, any Parked Balance remaining after thirty (30) days will be cashed out at ninety percent (90%) of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board; and any Loan Balance remaining after thirty (30) days will be cashed out at 110% of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board.

8.2 Crediting of Cashout Penalty. In the event that Transporter assesses and/or collects from any Shipper a cashout penalty, in accordance with this Section 8 or 6 or 7 above, such revenues shall be credited to the bills of all Rate Schedule PALS Shippers, except the Shipper responsible for the penalty. Rate Schedule PALS Shippers entitled to credits under this Section 8 or 6 or 7 above shall receive such credits to their Rate Schedule PALS bills for the month following the month in which Transporter collects the associated cashout penalty. The Shipper responsible for the penalty will be precluded from sharing in penalty revenues only in the month in which the offense occurred. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Second Revised Sheet No.39 Second Revised Sheet No.39 : Effective Superseding: First Revised Sheet No. 39

RATE SCHEDULE HUB HUB SERVICE

1. AVAILABILITY

This Rate Schedule HUB is available for hub service by Transporter to any Shipper, where:

(a) Shipper has made a valid request for service as defined in Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(b) Shipper and Transporter have entered into a Hub Service Contract under this Rate Schedule;

(c) Transporter has sufficient capacity and linepack available to render the Hub Service pursuant to Section 4 of this Rate Schedule and Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff;

(d) except where Shipper is both the ultimate consumer and producer of gas which is being loaned under this Rate Schedule, contracts have been entered into by or on behalf of Shipper for the purchase or sale of natural gas, as the case may be, and for its delivery to Transporter at the Waddington Receipt Point on Transporter's system;

(e) either (1) Shipper's natural gas facilities or the facilities where the gas is to be consumed interconnect with Transporter's natural gas transmission system at one or more Delivery Points, or (2) contracts have been or will be entered into on behalf of Shipper for the transportation of the gas to and from Transporter's system to such facilities;

(f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, import the natural gas to be transported by Transporter have been obtained; and

(g) Shipper has met Transporter's Financial Creditworthiness Criteria as set forth in Section 3.5 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39A original Sheet No. 39A : Effective

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule HUB and the rates set forth herein shall apply to all hub service rendered under Hub Service Contracts for such service whenever Transporter is able and willing to offer such hub service. Hub service provided hereunder is of a lower priority than transportation provided pursuant to Rate Schedule RTS, of an equal priority to transportation provided pursuant to Rate Schedule ITS and of a higher priority to park and loan service offered under Rate Schedule PAL and is subject to curtailment or interruption as Transporter deems necessary in accordance with the General Terms and Conditions of Iroquois' FERC Gas Tariff.

2.2 Hub Services. Hub Services shall consist of (i) Transporter's advancement (loan) of the quantity of natural gas nominated by Shipper ("Loaned Quantity"), up to the Maximum Balance Quantity specified in Shipper's Hub Service Contract, at the Waddington receipt point ("Loan Point"); (ii) interruptible transportation rendered under Shipper's Hub Service Contract for such service whenever Transporter is able and willing to offer such interruptible transportation service and (iii) Shipper's redelivery ("Loan Payback") of the Loaned Quantities and Transporter's acceptance of such volumes for Shipper's account at the Loan Point.

2.3 Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) day duration.

2.4 Scheduled quantities of gas parked or loaned by Transporter under Rate Schedule PAL cannot be bumped by subsequent requests for hub service under this Rate Schedule. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39B Original Sheet No. 39B : Effective

3. ACCOUNT BALANCES; TRANSPORTATION; ASSIGNMENTS

3.1 Transporter shall establish an account for each Shipper using this service which reflects the Loan Balance at the Waddington Receipt Point. Whenever Transporter delivers Loaned Quantities to a Shipper, the quantities delivered will be added to the Shipper's "Loan Balance". When Loaned Quantities are redelivered (Loan Payback), Transporter will subtract the Loan Payback quantity from the Shipper's Loan Balance.

3.2 Transporter shall accept Loan Payback of Loaned Quantities only at the Waddington Receipt/Delivery Point. A Loan Payback may occur prior to transportation of Loaned Quantities under this Rate Schedule HUB.

3.3 Transportation Path. Transporter shall transport Loaned Quantities under this Rate Schedule HUB to any point on Transporter's system as nominated by Shipper and scheduled by Transporter. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39C original Sheet No. 39C : Effective

4. REQUESTS FOR SERVICE

4.1 Priority of Requests. Transportation service pursuant to this HUB Rate Schedule is subject to the availability of interruptible capacity. Allocation of interruptible capacity shall be in accordance with the provisions of Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff.

4.2 Hub Service Contract to be executed. In the event the Hub Service Contract is not executed by Shipper and returned within thirty(30) days after Transporter tendered such contract to Shipper, Shipper's request for transportation shall be null and void. Service shall not commence until the Hub Service Contract has been executed.

5. RATES

5.1 Applicable Rates. The applicable Maximum and Minimum Hub Service Commodity Rate. Maximum and Minimum Daily Balance Rate and ACA Surcharge, as that term is defined in Section 12 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, for hub service under this Rate Schedule are set forth on Sheet Nos. 4 and 5A of Transporter's currently effective FERC Gas Tariff and are hereby incorporated herein. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39D original Sheet No. 39D : Effective

5.2 Hub Service Rates

(a) Maximum and Minimum Daily Balance Rate. The Maximum and Minimum Daily Balance Rate for each Dth of gas in Shipper's Loan Balance each day at the Waddington Loan Point, shall be the Maximum and Minimum Daily Balance Rate reflected from time to time on the currently effective Sheet No. 5A of the Tariff.

(b) Discounted Daily Balance Rates. The Discounted Daily Balance Rate shall be the dollar amount per Dth of Shipper's Loan Balances each day at the Waddington Loan Point as specified daily by Transporter on its Electronic Bulletin Board, which amount shall be less than the Maximum Daily Balance Rate, but equal to or greater than the Minimum Daily Balance Rate.

(c) Hub Service Commodity Rate. The Maximum and Minimum Hub Service Commodity Rates for each Dth of Scheduled Equivalent Quantity at each Delivery Point shall be the Maximum and Minimum Hub Service Commodity Rates reflected for Rate Schedule HUB from time to time on the currently effective Sheet No. 5A of this FERC Gas Tariff.

(d) Discounted Hub Service Commodity Rate. The Discounted Hub Service Commodity Rate shall be the dollar amount per Dth of Scheduled Equivalent Quantity at each Delivery Point as specified by Transporter in a notice to Shipper, which amount shall be less than the Maximum Hub Service Commodity Rate, but equal to or greater than the Minimum Hub Service Commodity Rate.

5.3 Monthly Bill. The monthly bill for hub service rendered under this Rate Schedule shall consist of a Commodity Charge, a Balance Charge, and the ACA and Deferred Asset Surcharges; provided, however, that when a Shipper has agreed to a Negotiated Rate or a rate under a Negotiated Rate Formula, the monthly bill shall be determined in accordance with the provisions of Section 32 of the General Terms and Conditions and the terms of the Hub Service Contract between Transporter and Shipper. The monthly bill shall be determined as follows:

(a) Commodity Charge. For each month, the Commodity Charge payable by each Shipper shall, subject to any discount as provided herein, be equal to the Maximum Hub Service Commodity Rate multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month.

(b) Balance Charge. For each month, the Balance Charge payable by each Shipper shall, subject to any discount as provided herein, be equal to the Maximum Daily Balance Rate multiplied by the sum of Shipper's Loan Balance at Waddington on each day of such month. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39E original Sheet No. 39E : Effective

(c) ACA Surcharge. For each month, the ACA Surcharge payable by Shipper shall be equal to the applicable ACA Rate, as stated on the currently effective Sheet No. 4A of this FERC Gas Tariff multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month at each Delivery Point for transportation from the Waddington Receipt Point.

(d) Deferred Asset Surcharge. For each month, the Deferred Asset Surcharge payable by Shipper shall be equal to the applicable Deferred Asset Surcharge Rate for the applicable Zone, as stated on the currently effective Sheet No. 4A of this FERC Gas Tariff, multiplied by the sum of the Scheduled Equivalent Quantities nominated by Shipper during such month. For each month, the Deferred Asset Intra-Zone and Inter-Zone Rates shall be applied in the same manner as the Intra-Zone Transportation and Inter-Zone Transportation Commodity Rates.

(e) Reduction of Balance Charge Credit. Solely for the purpose of calculating the Balance Charge, Transporter shall reduce the Loan Balance for each day by the quantity of gas Transporter was unable to deliver in response to Shipper nomination in the event that Shipper submits a nomination that would have reduced its Loan Balance on any day and Transporter is unable to schedule all the quantities nominated because there is inadequate hub service capacity available. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39F original Sheet No. 39F : Effective

5.4 Discounted Rate. For purposes of administering rates under this Rate Schedule HUB, Transporter shall have the right to discount the Maximum Daily Balance Rate and the Maximum Hub Service Commodity Rate for hub service under this Rate Schedule HUB and to charge a lower rate for some or all of the Services performed under this Rate Schedule, provided that such discounting is necessary to meet competitive conditions existing at the time; provided, that in no event shall rates charged under this Rate Schedule be less than Minimum Daily Balance Rate and the Minimum Hub Service Commodity Rate reflected on the currently effective Sheet No. 5A of the FERC Gas Tariff. Transporter shall not be required to offer hub service at a discounted rate; however, to the extent such discounted service is offered, it shall be offered on a non-discriminatory basis.

6. OPERATIONAL FLOW ORDERS

6.1 In the event that Transporter determines, in its sole discretion, that some or all hub services must be interrupted or curtailed in order to satisfy Transporter's obligations to Shippers under the RTS Rate Schedule, or that such interruption or curtailment is otherwise necessary or appropriate to avoid adverse impact on the operation of Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39G original Sheet No. 39G : Effective

Transporter's system, Transporter will notify any affected Shippers receiving service under the HUB Rate Schedule that they are required to completely eliminate or partially reduce their existing Loan Balances over the period specified in the notice. Such notices shall be posted twenty-four (24) hours in advance of any OFO issued pursuant to this section or such lesser period of time as reasonably required by Transporter to protect the integrity of its system and may be provided by telephone, facsimile or in writing, as well as on Transporter's website. In addition to the 24 hour notice, if operationally practicable, Transporter shall post, giving as much advance warning as is reasonably possible, information regarding the operational variables that gave, or in the future give, rise to issuance of an OFO and Transporter will provide updates regarding the expected duration of an OFO based on those operational variables. The notice shall contain the following provisions:

(a) time and date of issuance;

(b) time that notice is considered to be effective (if no time is specified, it shall be effective immediately);

(c) duration of the notice (if none is specified, the notice will be effective until notice of termination);

(d) the Shipper(s) affected by the notice;

(e) the affected shippers individual HUB balance and the imbalance of the system as a whole;

(f) the quantities of Loaned Balances that are required to be eliminated or reduced;

(g) a description of the area of Transporter's pipeline system in which the notice is in effect;

(h) the specific actions required to comply with the notice including the time frame within which compliance is required before penalties are incurred; Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39H original Sheet No. 39H : Effective

(i) any other terms Transporter may reasonably require to ensure the effectiveness of the notice; and

(j) updates, as soon as possible, about the status of the operational variables that determine when a HUB Advisory Notice will begin and end.

Such notices shall be issued to Shippers in order based upon the net aggregate of each Shipper's outstanding balance at the Waddington Receipt/Delivery Point beginning with the largest balance. If in Transporter's sole judgment, the OFO issuance resulted from low pressure operating conditions on Transporter's system, such OFOs shall be issued in order beginning with the largest negative Loan Balance. If in Transporter's sole judgment, the OFO issuance resulted from high-pressure operating conditions on transporter's system, such OFOs shall be issued in order beginning with the largest positive Loan Balance. The minimum period of time for elimination or reduction of balances that can be stated in such a notice is the end of the gas day for which the next available nomination deadline applies.

After Transporter has lifted the OFO it shall post a notice on its website specifying the factors that caused the OFO to be issued and then lifted as soon as such information is available, to the extent such factors are known.

6.2 If Shipper fails to comply with a notice given in accordance with Section 6.1 above, Transporter shall cash out the balance quantity that Shipper was advised, but failed, to reduce or eliminate at the replacement cost of gas plus ten percent (10%) for negative Loan Balances or the sale price of the gas less ten percent (10%) for positive Loan Balances. For the purposes of the preceding sentence, the replacement cost and sale price of gas shall be computed as follows: (i) all balances subject to replacement or sale on a particular day will be aggregated and offered for bid in one lump sum; (ii) all revenues received from the sale of, or expenses incurred in the replacement of, such volumes will be aggregated for such day; and (iii) the aggregate revenues or expenses for each day will be applied to the aggregate cash out volumes for each day in chronological order. All volumes offered for sale or purchase pursuant to this Section will be posted on Transporter's Electronic Bulletin Board in a notice stating the quantity of gas offered for sale or purchase and the deadline for making bids. Such volumes will be allocated on a best bid basis, beginning with the lowest rate bid for purchases and the highest rate bid for sales.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 391 original Sheet No. 391 : Effective

7. CONTRACT TERMINATION

Unless a shorter period of time is imposed in a notice issued in accordance with Section 6 above, Shipper shall eliminate any outstanding Loan Balance within sixty (60) days of termination of its Hub Service Contract. If Shipper fails to eliminate such balance, Transporter shall cash out any balance quantity remaining after sixty (60) days in one or two ways, based upon Transporter's determination as to whether or not such Loan Balance will cause operational difficulties or affect the integrity of Transporter's system.

If Transporter determines that such Loan Balance will not cause operational difficulties or affect the integrity of Transporter's system, then Transporter shall cash out any negative Loan Balance remaining at ninety percent (90%) of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board; and for any positive Loan Balance remaining, at 110% of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board.

If Transporter determines that such Loan Balance will cause operational difficulties or affect the integrity of Transporter's system, then Transporter shall cash out any Loan Balance remaining at the replacement cost of gas plus ten percent (10%) for negative Loan Balances or the sale price of the gas less ten percent (10%) for positive Loan Balances. For the purposes of the preceding sentence, the replacement cost and sale price of gas shall be computed as described in Section 6.2 above.

8. CASHOUT PROVISIONS and PENALTIES

8.1 Transporter may issue a notice requiring any Shipper with a Loan Balance of less than 50 Dth to eliminate its existing Loan Balance under this Section 8 within thirty (30) days. If Shipper fails to comply with this notice, any negative Loan Balance remaining after thirty (30) days will be cashed out at ninety percent (90%) of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board; and any positive Loan Balance remaining after thirty (30) days will be cashed out at 110% of the average New York City Gate Price for the previous month as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 39J original Sheet No. 39J : Effective

8.2 Crediting of Cash-out Penalty. In the event that Transporter assesses and/or collects from any Shipper a cash-out penalty, in accordance with this Section 8 or 6 or 7 above, such revenues shall be credited to the bills of all Rate Schedule HUB Shippers, except the Shipper responsible for the penalty. Rate Schedule HUB Shippers entitled to credits under this Section 8 or 6 or 7 above shall receive such credits to their Rate Schedule HUB bills in February (for the January invoice month) of the year following the year in which Transporter collects the associated cash-out penalty. The Shipper responsible for the penalty will be precluded from sharing in penalty revenues only for the month in which the offense occurred.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. Unless stated otherwise, all of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Second Revised Sheet No. 40 Second Revised Sheet No. 40 : Effective Superseding: First Revised Sheet No. 40

Reserved for future use

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 NINTH REVISED SHEET NO. 41 NINTH REVISED SHEET NO. 41 Superseding: EIGHTH REVISED SHEET NO. 41

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

No.	tion	
1.	INTRODUCTORY STATEMENT	42
2.	DEFINITION OF TERMS	42
3.	REQUESTS FOR SERVICE/ CREDIT EVALUATION	51
4.	NOMINATIONS, ALLOCATING CAPACITY AND	
	SCHEDULING	57
5.	CURTAILMENT	60E
6.	BALANCING AND PENALTY PROVISIONS	61
7.	DELIVERY AND RECEIPT POINTS	66A
8.	UNIFORM PRESSURE AND QUANTITY	68
9.	QUALITY	68
10.	MEASUREMENT	71
11.	MEASURING EQUIPMENT	72
12.	GAS RESEARCH INSTITUTE ADJUSTMENTS, FERC	
	ANNUAL CHARGE ADJUSTMENT AND DEFERRED	
	ASSET SURCHARGE	75
13.	BACKHAUL AND EXCHANGE TRANSPORTATION	76
14.	BILLINGS AND PAYMENTS	76
15.	POSSESSION OF GAS	79
16.	WARRANTY OF TITLE OF GAS	79B
17.	OPERATING INFORMATION AND ESTIMATES	80
18.	OTHER OPERATING CONDITIONS	81
19.	CONSTRUCTION OF LATERAL FACILITIES POLICY .	83
20.	IMPAIRMENT OF DELIVERIES	84
21.	FORCE MAJEURE AND REMEDIES	84A
22.	NOTICES AND COMMUNICATION	87
22A.	COMPLIANCE WITH THE STANDARDS OF CONDUCT	0.0
0.0	RULE	88
23.	MODIFICATION	90
24. 25.	NONWAIVER AND FUTURE DEFAULT	90
23.		90
26.	REGULATION DESCRIPTIVE HEADINGS	90 91
20. 27.	INCORPORATION IN RATE SCHEDULES AND GAS	91
21.	TRANSPORTATION IN RATE SCHEDOLES AND GAS	91
28.	CAPACITY RELEASE PROVISIONS	91
20.	PREGRANTED ABANDONMENT & THE RIGHT OF	91
_J.	FIRST REFUSAL	108
30.	ELECTRONIC BULLETIN BOARD	116
30. 31.	COMPLIANCE WITH NAESB STANDARDS	120
32.	NEGOTIATED RATES	120
33.	TITLE TRANSFER TRACKING	123
33. 34.	OFF-SYSTEM CAPACITY	123

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Second Revised Sheet No.42 Second Revised Sheet No.42 : Effective Superseding: First Sheet No. 42

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff shall apply to all natural gas service rendered by Transporter under any Gas Transportation Contract, Hub Service Contract or Park and Loan Service Contract, including, but not limited to, service under the RTS Rate Schedule, the ITS Rate Schedule, the HUB Rate Schedule and the PAL Rate Schedule.

2. DEFINITION OF TERMS

Except where another meaning is expressly stated, the following terms shall have the following meanings when used in this Tariff and in any Gas Transportation Contract or Park and Loan Service Contract incorporating this Tariff:

2.1 RTS Rate Schedule. The RTS Rate Schedule shall mean the RTS Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).

2.2 ITS Rate Schedule. The ITS Rate Schedule shall mean the ITS Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).

2.3 PAL Rate Schedule.The PAL Rate Schedule shall mean the PAL Rate Schedule of Transporters currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).

2.3.1 HUB Rate Schedule. The HUB Rate Schedule shall mean the HUB Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).

2.4 Transporter. Transporter shall mean Iroquois Gas Transmission System, L.P., its successors or assignees.

2.5 Shipper. Shipper shall mean any entity seeking or subscribing to transportation service or park and loan service on Transporter's system pursuant to the terms and conditions of Transporter's currently effective FERC Gas Tariff.

2.6 Operator. Operator shall mean an entity, other than Transporter, which has been designated by Transporter to operate Transporter's system.

2.7 FERC or Commission. The FERC or Commission

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002 Second Revised Sheet No. 43 Second Revised Sheet No. 43 : Effective Superseding: FIRST REVISED SHEET NO. 43

shall mean the Federal Energy Regulatory Commission or any successor agency having jurisdiction over this Tariff.

2.8 Day. The term "day" shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Time.

2.9 Month. The term "month" shall mean the period beginning at 9:00 a.m. Central Time on the first day of the calendar month and ending at 9:00 a.m. Central Time on the first day of the next succeeding calendar month.

2.10 Year. The term "year" shall mean any period of twelve consecutive months.

2.11 Contract Year. The term "contract year" with respect to the first "contract year" shall mean the period commencing on the date deliveries first commence under a Gas Transportation Contract and ending at 9:00 a.m. Central Time on the following November 1, and with respect to any succeeding "contract year" shall mean the period of twelve (12) consecutive months from the end of the preceding contract year to 9:00 a.m. Central Time on the next succeeding November 1.

2.12 Commencement Date. The Commencement Date shall be the date on which transportation service or park and loan service begins, as mutually agreed by Shipper and Transporter and set forth in a Gas Transportation Contract or Park and Loan Service Contract, or in the case where additional facilities are required by Transporter, the date on which the facilities required to enable Transporter to render transportation service to Shipper are constructed, installed and made operational, as set forth in Transporter's initial written notice to Shipper, which shall be given at least thirty (30) days in advance of the estimated date ("Advance Notice"), followed by a written notice to transport Shipper's gas by Transporter ("Final Notice"), which shall be given not less than five (5) days prior to the date on which the transportation service shall begin, unless Shipper and Transporter mutually agree to a shorter notice period.

 $2.13\,$ Central Time. "Central Time" refers to Central Daylight Savings Time when in effect and Central Standard Time at all other times.

2.14 Cubic Foot. The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000

First Revised Sheet No. 44 First Revised Sheet No. 44 : Effective Superseding: Original Sheet No. 44 is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

 $2.15\,$ Mcf. The term "Mcf" shall mean 1,000 cubic feet of gas.

2.16 British Thermal Unit or Btu. The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of distilled water 1 degree Fahrenheit at 60 degrees Fahrenheit, at a constant pressure of 14.73 pounds per square inch absolute.

 $2.17\,$ Dekatherm or Dth. The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is 1,000,000 British thermal units.

2.18 Total Heating Value. The term "total heating value," when applied to a cubic foot of gas, means the number of British thermal units produced by the combustion in a recording calorimeter at constant pressure, of the amount of gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit, with the gas free of water vapor, and under a pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under a standard gravitational force (acceleration of 980.665 cm per second per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

2.19 Gas. The term "gas" shall mean natural gas of the quality specified in Section 9 of these General Terms and Conditions.

2.20 System Capacity. The System Capacity available for transportation and park and loan service on Transporter's system shall be determined by Transporter, to the best of its ability, by performing a computer simulation of the system taking into account nominated Scheduled and Equivalent Quantities, the available facilities, the gas characteristics and the linepack gain or loss required for that day.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fifth Revised Sheet No. 45 Fifth Revised Sheet No. 45 : Effective

Superseding: Fourth Revised Sheet No. 45

2.21 Delivery and Receipt Points.

(a) Delivery Point. A Delivery Point is a point at which Transporter is authorized to make gas available to or on behalf of Shipper. Transporter's Primary Delivery Point(s) for Shipper shall be set forth on Schedule 2 appended to the Gas Transportation Contract between Transporter and Shipper, or other mutually agreeable points. Transporter's Delivery Points are listed on Transporter's Electronic Bulletin Board.

(b) Receipt Point. A Receipt Point is a point at which Transporter is authorized to receive natural gas from or for the account of Shipper. Transporter's Primary Receipt Point(s) for Shipper shall be those set forth on Schedule 1 appended to the Gas Transportation Contract between Transporter and Shipper, or other mutually agreeable points. Transporter's Receipt Points are listed on Transporter's Electronic Bulletin Board.

2.22 Parking and Loan Points.

(a) Parking Point. A Parking Point is a Receipt or Delivery Point at which Transporter is authorized to receive and hold on behalf of Shipper a quantity of gas nominated by Shipper in accordance with the terms of the PAL Rate Schedule, the Park and Loan Service Contract between Transporter and Shipper, and these General Terms and Conditions.

(b) Loan Point. A Loan Point is a Receipt or Delivery Point at which Transporter is authorized to advance to Shipper a quantity of gas nominated by Shipper in accordance with the terms of either the HUB or the PAL Rate Schedule, the applicable Park and Loan Service Contract or Hub Service Contract between Transporter and Shipper, and these General Terms and Conditions.

2.23 Backhaul and Exchange Transportation. Backhaul and Exchange Transportation shall mean transportation for a Shipper to a Delivery Point which is upstream of the Receipt Point for the Shipper's gas.

2.24 Input Quantities

(a) Input Quantity. The Input Quantity for each day at a Receipt Point shall be the quantity of natural gas which is delivered to Transporter at such Receipt Point by or on behalf of Shipper, not to exceed the Maximum Input Quantity.

Effective Date: 11/01/2002 Status: Effective FERC Docket: RP01- 44-006

Seventh Revised Sheet No. 46 Seventh Revised Sheet No. 46 : Superseded Superseding: Sixth Revised Sheet No. 46

(b) Maximum Input Quantity. The Maximum Input Quantity shall be the maximum quantity of natural gas per day, as set forth on Schedule 1 appended to the Gas Transportation Contract between Transporter and Shipper, which Shipper is entitled to request Transporter to receive at one or more Receipt Points to be made available to or on behalf of Shipper (subject to adjustment for the Measurement Variance/Fuel Use Quantity) at one or more Delivery Points, not to exceed the Maximum Equivalent Quantity. Where the Maximum Input Quantity in such Schedule 1 is stated on a volumetric basis, the Maximum Input Quantity shall be restated and recalculated based upon a thermal content of 1011.693 Btu per cubic feet. (i.e. 1.011693 dekatherms per Mcf)

(c) Scheduled Input Quantity. The Scheduled Input Quantity for a Receipt Point shall be the Input Quantity which is nominated by Shipper for transportation service through such Receipt Point on a given day in accordance with Section 4 of the General Terms and Conditions of Transporter's currently Effective FERC Gas Tariff or such other quantity as determined through application of said Section 4. The aggregate total of a Shipper's Scheduled Input Quantities on any day at all Receipt Points may exceed the Maximum Input Quantity established pursuant to the Gas Transportation Contract between Shipper and Transporter; provided, however, that (i) the aggregate total of such Shipper's Scheduled Input Quantities on any day at any Receipt Point may not exceed the Maximum Input Quantity, and (ii) the total quantity of gas nominated by Shipper to be transported by Transporter on any day through any single segment of Transporter's pipeline system may not exceed the Maximum Input Quantity.

Effective Date: 11/01/2002 Status: Effective FERC Docket: RP00-411-002

Third Revised Sheet No. 46A Third Revised Sheet No. 46A : Effective Superseding: Sub. Second Revised Sheet No. 46A

2.25 Equivalent Quantities

(a) Equivalent Quantity. The Equivalent Quantity shall be that quantity of natural gas to be made available on any day to or on behalf of Shipper at one or more Delivery Point(s), which quantity shall be the thermal equivalent of the Input Quantity delivered to Transporter at the Receipt Point(s) by or on behalf of Shipper on that day, adjusted by the applicable Measurement Variance/Fuel Use Quantity (unless, in the case of a positive Measurement Variance/Fuel Use Factor, Shipper provides the applicable Measurement Variance/Fuel Use Quantity to Transporter at the Receipt Point).

(b) Maximum Equivalent Quantity. The Maximum Equivalent Quantity on each day shall be the maximum quantity, as set forth in Schedule 2 appended to the Gas Transportation Contract between Shipper and Transporter, which Shipper may request Transporter to make available at one or more delivery points on a primary basis. The Maximum Equivalent Quantity for a Shipper shall be the thermal equivalent of the Maximum Input Quantity for that Shipper as defined in Section 2.24(b).

Effective Date: 11/01/2002 Status: Effective FERC Docket: RP01- 44-006

Ninth Revised Sheet No. 47 Ninth Revised Sheet No. 47 : Superseded Superseding: Eighth Revised Sheet No. 47 Points. The Maximum Equivalent Quantity for a Shipper shall be the thermal equivalent of the Maximum Input Quantity for that Shipper as defined in Section 2.24(b).

(c) Scheduled Equivalent Quantity. The Scheduled Equivalent Quantity for a Delivery Point shall be the Equivalent Quantity which is nominated by Shipper for transportation service to such Delivery Point on a given day in accordance with Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, or such other quantity as determined through application of said Section 4. The aggregate total of a Shipper's Scheduled Equivalent Quantities on any day at all Delivery Points may exceed the Maximum Equivalent Quantity established pursuant to the Gas Transportation Contract Between Shipper and Transporter; provided, however, that (i) the

ggregate total of such Shipper's Scheduled Equivalent Quantities on any day at any Delivery Point may not exceed the Maximum Equivalent Quantity, and (ii) the total quantity of gas nominated by Shipper to be transported by Transporter on any day through any single segment of Transporter's pipeline system may not exceed the Maximum Equivalent Quantity.

2.26 Fuel Calculation Mechanism -- In Kind Fuel Reimbursement. When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm or gigajoule (Canada). The standard fuel calculation mechanism, as this is related to the nomination process, should be (1-fuel %/100) multiplied by receipt quantity = delivery quantity. Transporter will not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth, and Transporter will provide, if applicable, a fuel matrix for receipt and delivery point combinations. The Service Requester will not be responsible for calculating and totaling fuel based on each zone or facility traversed. For current inkind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month. "Fuel" as referred to in this calculation refers to the Measurement Variance/Fuel Use Factor as defined further in Section 2.27. Effective Date: 02/05/2004 Status: Effective FERC Docket: RP03-304-000 First Revised Sheet No. 47A First Revised Sheet No. 47A : Effective Superseding: Original Sheet No. 47A

2.27 Measurement Variance/Fuel Use Factor. The Measurement Variance/Fuel Use Factor shall be the applicable percentage, determined on a monthly basis pursuant to this Section 2.27, to account for and recover lost and unaccountedfor gas on Transporter's system and transportation fuel requirements. The monthly percentages shall be within the minimum and maximum percentages set forth on Sheet No. 4A of this First Revised Volume No. 1 for the applicable Rate Schedule. At least ten (10) days prior to the beginning of each month (Applicable Month), Transporter will publish the Measurement Variance/Fuel Use Factors via its Electronic

Effective Date: 02/05/2004 Status: Effective FERC Docket: RP03-304-000 Seventh Revised Sheet No. 48 Seventh Revised Sheet No. 48 : Effective Superseding: Sixth Revised Sheet No. 48		
Bulletin Board. The monthly Measurement Variance/Fuel Use Factor shall be calculated in the following manner:		
Receipts-Deliveries +/- Linepack Change +/- Accumulated MV Imbalance		
Forecasted Systemwide Deliveries For The Applicable Month		
858 Fuel Forecast +/- Accumulated 858 Fuel Imbalances		
Forecasted Systemwide Deliveries Excluding Eastchester For The Applicable Month		
(854 Fuel Forecast +/- Accumulated 854 Fuel Imbalances) x (Transportation Factor) +		
Forecasted Deliveries For The Applicable Month, Zone, and Eastchester Classification Excluding Backhauls		
Where: Receipts = Actual measured volumes received by Transporter at Receipt Points for transportation during the month ending one month prior to the Applicable Month ("Measurement Month").		
Deliveries = Actual measured volumes delivered by Transporter to Delivery Points during the Measurement Month.		
Line Pack Change = The change in line pack gas contained within Transporter's System that occurred during the Measurement Month.		
Accumulated Imbalances = Any gas (measurement variance or fuel) which has been over or under collected during the month(s) prior to the Measurement Month.		
854 Fuel Forecast = Fuel required for transportation on Transporter's System forecasted for the Applicable Month.		
858 Fuel Forecast = Fuel required for transportation on others		

forecasted for the Applicable Month.

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP08-641-000 FIRST REVISED SHEET NO. 48A FIRST REVISED SHEET NO. 48A Superseding: ORIGINAL SHEET NO. 48A Transportation Factor = The applicable zonal allocation factors are as follows: Non-Eastchester Zone 1 = .6723 x (1 - Eastchester Adjustment) Non-Eastchester Zone 2 = .3277 x (1 - Eastchester Adjustment) Eastchester Zone 1 = Eastchester Zone 1 Dth-mile Forecast _____ (Eastchester Zone 1 + Eastchester Zone 2 Dth-mile Forecast) x Eastchester Adjustment Eastchester Zone 2 = Eastchester Zone 2 Dth-mile Forecast _____ (Eastchester Zone 1 + Eastchester Zone 2 Dth-mile Forecast) x Eastchester Adjustment Backhaul = 0% (1350 x (ECF)^2) + (7 x ECF) Eastchester Adjustment = (1400 x (ECF)^2) + (55 x ECF) + 2.5 Where ECF = Eastchester Billion Dth-miles Forecast For the purposes of this Section 2.27, the term "Eastchester Shipper" shall apply to any Shipper who moves gas on the

Eastchester Expansion, Market Access Expansion, or 08/09 Expansion. A Shipper will be deemed to move gas on the Eastchester Expansion, Market Access Expansion, or 08/09 Expansion if the nomination or contract requires the piping or mainline compression installed as part of the Eastchester Expansion, Market Access Expansion, or 08/09 Expansion. Eastchester Shippers are:

1. Shippers nominating under an RTS contract with Hunts Point specified as a Primary Delivery Point, regardless of the nominated Delivery Point.

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP08-641-000 ORIGINAL SHEET NO. 48B ORIGINAL SHEET NO. 48B

 Shippers nominating under an RTS contract with any point other than Hunts Point specified as a Primary Delivery Point, whose primary path capacity is provided by the piping or mainline compression installed as part of the Eastchester Expansion, Market Access Expansion, or 08/09 Expansion, regardless of the nominated Delivery Point.
 Replacement Shippers nominating under a capacity

release contract utilizing capacity acquired from a Shipper meeting the criteria in #1 or #2 provided above. 4. Shippers nominating with Hunts Point as the Delivery Point.

The term "Non-Eastchester Shipper" shall apply to any Shipper who does not meet the definition provided above.

Brookfield Shippers shall also be subject to an incremental Brookfield Fuel Use Factor where such factor is determined using the following calculation:

(Brookfield Fuel Forecast +/- Accumulated Brookfield Fuel Imbalances)

Forecasted Receipts At Brookfield For The Applicable Month

Where:

Accumulated Brookfield Fuel Imbalances = Any Brookfield transfer compressor fuel gas which has been over or under collected during the month(s) prior to the Measurement Month.

Brookfield Fuel Forecast = Fuel required for receiving gas at Brookfield onto Transporter's System forecasted for the Applicable Month.

For the purposes of this Section 2.27, the term "Brookfield Shipper" shall apply to any quantities nominated under an RTS or ITS contract (including both Eastchester and Non-Eastchester contracts) with receipt from the Algonquin Gas Transmission System at Brookfield.

Effective Date: 08/31/1998 Status: Effective FERC Docket: RP97-126-009 Fifth Revised Sheet No. 49 Fifth Revised Sheet No. 49 : Effective

Superseding: Sub. Fourth Revised Sheet No. 49

Transporter shall use the applicable Measurement Variance/Fuel Use Factor to adjust a Shippers Equivalent Quantity, up to the Maximum Equivalent Quantity, or to calculate the Measurement Variance/Fuel Use Quantity that a Shipper may tender at the Applicable Receipt Point in lieu of an adjustment to the Equivalent Quantity. A positive Measurement Variance/ Fuel Use Factor represents a loss in Transporter's Measurement Variance/Fuel Use. A negative Measurement Variance/Fuel Use Factor represents a net gain in Transporter's Measurement Variance/Fuel Use. As provided by the formula for calculating the Measurement Variance/Fuel Use Factor, different Measurement Variance/Fuel Use Factors will be applied to Transportation within Zone 1 and Zone 2 and for backhauls.

Where a negative Measurement Variance/Fuel Use Factor exists, additional units of gas associated with such negative Measurement Variance/Fuel Use Factor which are within the Shipper's Maximum Equivalent Quantity can be transported using the commodity rate under Transporter's RTS Rate Schedule. If the additional units of gas associated with such negative Measurement Variance/Fuel Use Factor exceed the Shipper's Maximum Equivalent Quantity, those additional units may be transported under the ITS Rate Schedule at a rate up to the maximum rate for such service on the currently effective Sheet No. 4 of this FERC Gas Tariff.

Transporter shall file with the Commission by January 1 and July 1 of each year, the calculation supporting the Measurement Variance/Fuel Use Factors that were charged in each of the preceding six months. Transporter may adjust the minimum or maximum percentages set forth on Sheet No. 4 of this First Revised Volume No. 1 from time to time based upon Transporter's determination of changes in its Measurement Variance Fuel/Use requirements.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-004

Third Revised Sheet No. 49A Third Revised Sheet No. 49A : Effective Superseding: Second Revised Sheet No. 49A

2.28 Park and Loan Balance Quantities.

(a) Maximum Balance Quantity. The Maximum Balance Quantity shall be the maximum quantity of gas, as set forth on Schedule 2 appended to the Hub Service Contract or the Park and Loan Service Contract between Transporter and Shipper, which Shipper is entitled to maintain as a net aggregate loan under the applicable HUB or Park and Loan Service Contract at any time on its behalf at one or more Loan Points to be made available to or on behalf of Shipper.

(b) Parked Balance. The Parked Balance for each day shall be the total quantity of gas which Transporter is holding for Shipper at a Parking Point on that day and not yet redelivered to Shipper.

(c) Loan Balance. The Loan Balance for each day shall be the total quantity of gas which Shipper has borrowed from Transporter at a Loan Point on that day and not yet redelivered to Transporter.

2.29 Injections and Withdrawals.

(a) Injected Quantity or Parked Quantity. The Injected Quantity or Parked Quantity for each day shall be the amount of gas injected/parked by Shipper on that day at each Parking Point or Loan Point.

(b) Withdrawal Quantity or Loaned Quantity. The Withdrawal Quantity or Loaned Quantity for each day shall be the amount of gas withdrawn/loaned from Transporter on that day at each Parking Point or Loan Point.

Effective Date: 12/04/2005 Status: Effective FERC Docket: RP06- 84-000 Fifth Revised Sheet No. 50 Fifth Revised Sheet No. 50 : Effective Superseding: Ourth Revised Sheet No.50

2.30 Zone 1. Zone 1 commences at Transporter's interconnection with TransCanada PipeLines Limited at the International border at MP 0 at Waddington, New York, and extends to Transporter's interconnection with the Tennessee Gas Pipeline Company at MP 192 at Wright, New York. Any Receipt Point at Wright, New York, shall be deemed to be located in the same Zone as the corresponding Delivery Point to which the transportation service relates. Any Delivery Point at Wright, New York, shall be deemed to be located in the same Zone as the corresponding Receipt Point to which the transportation service relates.

2.31 Zone 2. Zone 2 commences at Transporter's interconnection with the Tennessee Gas Pipeline Company at MP 192 at Wright, New York, and extends to Transporter's interconnection with the New York Facilities System at MP 373 at South Commack, New York.

2.32 Reserved for future use.

2.33 Transporter Overrun Costs. Transporter Overrun Costs are the costs incurred by Transporter due to unauthorized Shipper overruns, which costs are not otherwise included in Transporter's rates. Such costs shall consist of:

(a) Costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities;

(b) Costs incurred by Transporter to acquire additional gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its system; Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fifth Revised Sheet No. 50A Fifth Revised Sheet No. 50A : Effective Superseding: Fourth Revised Sheet No.50A

(c) Penalties paid by Transporter to third parties; and

(d) Costs incurred by Transporter to collect overrun penalties and to administer the crediting provisions set forth in Section 6.7.

2.34 Business Day. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

2.35 EDI. The term "EDI" shall mean the Electronic Data Interchange as defined by then-effective standards established by the Gas Industry Standards Board and approved by the FERC.

2.36 Gas Day. The term "gas day" shall mean a period beginning and ending at 9:00 a.m. Central Time.

2.37 Operational Flow Order. The term "Operational Flow Order" means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transporter experiences these conditions, any pertinent order will be referred to as an Operational Flow Order. The declaration to the affected parties of Operational Flow Orders, critical periods, and/or critical notices should describe the conditions and the specific responses required from the affected parties.

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

2.39 Negotiated Rate. The term "Negotiated Rate" shall mean a rate that Iroquois and Shipper have agreed will be charged for service under Rate Schedule RTS, ITS, or HUB where, for all or a portion of the contract term, one or more of the individual components of such rate exceeds the maximum rate, or is less than the minimum rate, for such component set forth in Transporter's tariff for service under Rate Schedule RTS, ITS, or HUB, as applicable. Any Gas Transportation Contract, entered into after November 16, 1997, that provides for service under Rate Schedule RTS, ITS, or HUB at a rate other than the applicable maximum rate shall contain a provision stating the mutual agreement of the parties as to whether it is an agreement for a discounted rate or for a Negotiated Rate.

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-001 SEVENTH REVISED SHEET NO. 50B SEVENTH REVISED SHEET NO. 50B

Superseding: SIXTH REVISED SHEET NO. 50B

2.40 Negotiated Rate Formula. The term "Negotiated Rate Formula" shall mean a rate formula that Iroquois and Shipper have agreed will apply to service under Rate Schedule RTS, ITS, or HUB which results in a rate where, for all or a portion of the contract term, one or more of the individual components of such rate exceeds the maximum rate, or is less than the minimum rate, for such component set forth in Transporter's tariff for service under Rate Schedule RTS, ITS, or HUB, as applicable. Any Gas Transportation Contract, entered into after November 16, 1997, that provides for service under Rate Schedule RTS, ITS, or HUB at a rate other than the applicable maximum rate shall contain a provision stating the mutual agreement of the parties as to whether it is an agreement for a discounted rate or for a rate pursuant to a Negotiated Rate Formula.

2.41 Recourse Rate. The term "Recourse Rate" shall mean the applicable maximum rate that would apply to the service but for the rate flexibility allowed under Sections 28 and 32 hereof.

2.42 Electronic Bulletin Board (EBB). The term "Electronic Bulletin Board" and its abbreviation "EBB" shall mean Iroquois' method of providing the "Customer Activities Website"/"Informational Postings" data as defined by NAESB.

2.43 Reserved for future use

2.44 NAESB. North American Energy Standards Board.

2.45 Segment. The term "Segment" shall mean a portion of Transporter's pipeline system no smaller than that located between any Receipt Point and the nearest upstream or downstream Delivery Point where such segment can be clearly defined.

2.46 NAESB WGQ. North American Energy Standards Board Wholesale Gas Quadrant.

2.47 Lateral. The term "Lateral" shall mean any pipeline extension of Transporter (other than a mainline extension) built from Transporter's existing pipeline facility to deliver gas to one or more customers, including new delivery points and enlargements or replacements of existing laterals pursuant to Section 19 of the general terms and conditions.

Effective Date: 02/01/2008 Status: Effective FERC Docket: RP07-443-002 Substitute First Revised Sheet No. 50C Substitute First Revised Sheet No. 50C : Effective Superseding: First Sheet No. 50C

2.48 Lateral Service. The term "Lateral Service" shall mean service via a contract between Shipper and Transporter where the contract is of one of the following types:

 a) an executed Gas Transportation Contract for Firm Reserved Service having a primary Receipt Point and primary Delivery Point on the same Lateral or on Laterals which are physically connected to each other,

b) a Blanket Capacity Release Replacement Contract for firm capacity that was released from a contract meeting the definition of section (a) herein.

2.49 Conforming Gas Quality. Conforming Gas Quality shall mean the range of gas quality that Transporter must accept by or on behalf of Shipper at the Receipt Points(s) and make available to or on behalf of Shipper at the Delivery Point(s) on Transporter's system. Transporter shall endeavor, but shall not be obligated, to accept gas which falls outside this range.

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Ninth Revised Sheet No. 51 Ninth Revised Sheet No. 51 : Effective Superseding: Eighth Revised Sheet No. 51

3. REQUESTS FOR SERVICE/CREDIT EVALUATION

3.1 Qualifications For Service. All Shippers requesting transportation, hub, or park and loan service must provide the information required by this Section 3 of the General Terms and Conditions and must complete a Service Request Form as described herein. A pro forma Service Request Form is attached as Sheet No. 181 to this Tariff. No request for firm service will be entered on Transporter's log until a completed Service Request Form has been provided to and validated by Transporter, and Shipper has provided the information specified in this Section 3 of the General Terms and Conditions. No service shall be rendered until Transporter and Shipper have satisfied the availability provisions of the applicable Rate Schedule, and the applicable contract has been executed.

3.2 Requests For Service To Be Directed To Contract Administrator. A Shipper requesting service on Transporter's system must provide a completed Service Request Form to Transporter for validation containing the information set forth in Section 3.3 prior to entry of Shipper's request for service. Requests for service should be directed to the following address:

> Iroquois Gas Transmission System, L.P. Attn: Contract Administration c/o Iroquois Pipeline Operating Company One Corporate Drive Suite 600 Shelton, CT 06484

3.3 Information To Be Included In Request For Service. Any request shall include the following:

(a) Type of Service. A statement that Shipper is requesting firm reserved transportation service under the RTS Rate Schedule, interruptible transportation service under the ITS Rate Schedule, hub service under the HUB Rate Schedule, or park and loan service under the PAL Rate Schedule, as those services are defined in Section 2 hereof and in those Rate Schedules. Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002 Original Sheet No. 51A original Sheet No. 51A : Effective

(b) Gas Quantities. For service under the RTS or ITS Rate Schedules, the Maximum Input Quantity for which Shipper requests transportation service at each Receipt Point(s) and the Maximum Equivalent Quantity for which Shipper requests transportation service at each Delivery Point(s), stated in Dekatherms; and the estimated total quantities for which Shipper is requesting Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fourth Revised Sheet No.52 Fourth Revised Sheet No.52 : Effective Superseding: Third Revised Sheet No.52

transportation over the delivery period. For service under the HUB or PAL Rate Schedules, the Maximum Balance Quantity for which Shipper requests park and loan service stated in Dekatherms.

(c) Receipt/Delivery Point(s). The Receipt Point(s) and Delivery Point(s) for the requested transportation service together with the name of the entity which will deliver the gas to Transporter and the name of the entity to receive the gas from Transporter.

(d) Term. The proposed commencement and termination dates of service.

(e) Shipper Certification. For transportation or hub service, a statement by Shipper certifying (1) that Shipper has title or a current contractual right to acquire title to the gas supply for which transportation is requested; (2) that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence; and (3) that the end-user of the gas (if other than the Shipper) has entered into gas purchase contracts (or precedent agreements therefore) to acquire title to the gas for which transportation service is requested. For park and loan service, a statement by Shipper certifying (1) that Shipper has title or a current contractual right to acquire title to the gas supply for which parking service is requested; and (2) that Shipper has or will enter into all contractual arrangements necessary to ensure transportation of gas to and from the Parking and/or Loan Point(s).

(f) Facilities. Identification and location of any facilities to be constructed or installed by any party which are necessary for receipt of gas by Transporter or for delivery to and/or utilization of gas by the Shipper or direct or indirect customers of the Shipper.

(g) Rate. Percentage of the maximum effective rate under Rate Schedule RTS which Shipper is willing to pay. Transporter shall not be obligated to accept any bid or execute a Gas Transportation Contract at a rate less than the maximum rate allowable under such Rate Schedule. A request for service at a Negotiated Rate or under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree. Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07- 65-000 Second Revised Sheet No. 52A Second Revised Sheet No. 52A : Effective Superseding: First Revised Sheet No. 52A

3.4 Credit Evaluation. In addition to the information outlined above, a prospective Shipper must provide the following information for credit evaluation:

(a) (Reserve for future use)

Substitute Second Revised Sheet No. 53 Substitute Second Revised Sheet No. 53 : Effective Superseding: Second Revised Sheet No. 53

(b) a copy of Shipper's most recent twelve month audited financial statement or Annual Report and, if applicable, 10-K form;

(c) a list of Shipper's affiliates, including parents and subsidiaries, if applicable.

In the event Shipper cannot provide the information specified in this section, Shipper shall, if applicable, provide the requested information for its parent company. A prospective Shipper need not provide the information requested in this section if the Shipper prepays for service or posts a letter of credit in accordance with section 3.5 hereunder.

3.5 Shippers Financial Creditworthiness. A Shipper will be considered creditworthy if it meets the following conditions:

(a) For a Shipper requesting service under the RTS, ITS, HUB or PAL Rate Schedules, Shippers long-term unsecured debt securities, at the time it enters into a Gas Transportation Contract (or a precedent agreement therefore) or a Park and Loan Service Contract and throughout the term thereof, are rated BBB by Standard & Poor's Corporation or Baa2 by Moody's Investor Service; or

(b) For a Shipper requesting service under the RTS Rate Schedule, the Shipper prepays for service or provides a letter of credit for an amount equal to the sum of the Transportation Demand Charge and the Transportation Commodity Charge applicable for the proposed transportation service for a 3 month period or for the duration of the contract, whichever is shorter, such letter of credit to be issued by a commercial bank or financial institution located in the United States or Canada whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service or A2 or better by Moody's Investor Service, Inc.;

For a Shipper requesting service under the ITS Rate Schedule the Shipper prepays for service or provides a letter of credit for an amount equal to the Transportation Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Equivalent Quantity requested for a 3 month period, such letter of credit to be issued by a commercial bank or financial institution located in the United States or Canada whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service or A2 or better by Moody's Investor Service, Inc.; or

Substitute Fourth Revised Sheet No. 54 Substitute Fourth Revised Sheet No. 54 : Effective Superseding: Fourth Revised Sheet No. 54

For a Shipper requesting service under the PAL Rate Schedule, the Shipper prepays for service or provides a letter of credit for an amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the prepayment or letter of credit is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested, such letter of credit to be issued by a commercial bank or financial institution located in the United States or Canada whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service or A2 or better by Moody's Investor Service, Inc.; or

For a Shipper requesting service under the HUB Rate Schedule, the Shipper prepays for service or provides a letter of credit for an amount equal to the Transportation Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Balance Quantity requested multiplied by thirty (30) days and an additional amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the prepayment or letter of credit is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested, such letter of credit to be issued by a commercial bank or financial institution located in the United States or Canada whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service or A2 or better by Moody's Investor Service, Inc.; or

(c) For a Shipper requesting service pursuant to the RTS Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the sum of the Transportation Demand Charge applicable to the proposed transportation service for a 12 month period and the Transportation Commodity Charge applicable for the proposed transportation service for a 3 month period, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in (a) or (b) above, or Shipper is otherwise deemed to be creditworthy by Transporter, consistent with the standards set forth above;

Substitute Seventh Revised Sheet No. 55 Substitute Seventh Revised Sheet No. 55 : Effective Superseding: Seventh Revised Sheet No. 55

For a Shipper requesting service pursuant to the ITS Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the Transportation Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Equivalent Quantity requested for a 3 month period, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in (a) or (b) above, or Shipper is otherwise deemed to be creditworthy by Transporter, consistent with the standards set forth above;

For a Shipper requesting service pursuant to the PAL Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the guarantee or other form of security is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in (a) or (b) above, or Shipper is otherwise deemed to be creditworthy by Transporter, consistent with the standards set forth above;

For a Shipper requesting service pursuant to the HUB Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the Transportation Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Balance Quantity requested multiplied by thirty (30) days and an additional amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the guarantee or other form of security is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested, such guarantee or other form of security to be provided by an entity which meets the creditworthiness standards set forth in (a) or (b) above, or Shipper is otherwise deemed to be creditworthy by Transporter, consistent with the standards set forth above.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-003 Original Sheet No. 55A original Sheet No. 55A : Effective

Transporter shall not be required to perform or to 3.6 continue service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness as defined in Section 3.5 herein. In the event a Shipper which has previously qualified as creditworthy becomes insolvent or can no longer demonstrate creditworthiness, Transporter shall provide service (1) under the ITS or RTS Rate Schedules for such Shipper if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the Transportation Commodity Charge multiplied by the Maximum Equivalent Quantity and, if applicable, the Transportation Demand Charge for the service requested pursuant to the Transporter's applicable Rate Schedules for a period of three months or the duration of the contract, whichever is shorter; (2) under the PAL Rate Schedule for such Shipper, if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the prepayment or security is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested; and (3) under the HUB Rate Schedule for such Shipper, if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the Transportation Commodity Charge multiplied by the Maximum Balance Quantity for the service requested pursuant to the Transporter's applicable Rate Schedules for a period of thirty days and an additional amount equal to the arithmetic average of the monthly New York City Gate Prices for the twelve (12) months prior to the 1st of the month that the prepayment or security is provided, as published in Natural Gas Week and posted on Transporter's Electronic Bulletin Board, multiplied by the Maximum Balance Quantity requested. In the event Shipper fails to prepay or furnish security, Transporter may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend or terminate further service until security is received. In the event that Transportation Commodity Charges are prepaid,

Fourth Revised Sheet No. 56 Fourth Revised Sheet No. 56 : Effective Superseding: Third Revised Sheet No. 56

Transporter shall upon termination of service refund to Shipper any amount exceeding an amount equal to the applicable Transportation Commodity rate multiplied by the Scheduled Equivalent Quantity nominated by Shipper less any applicable scheduling or balancing penalty charges. In the event that Injection/Withdrawal Charges accrued under the PAL Rate Schedule or Balance Charges accrued under the PAL/HUB Rate Schedules are prepaid, Transporter shall upon termination of service refund to Shipper any amount exceeding an amount equal to the sum of (1) the Applicable Injection/Withdrawal Rate multiplied by the sum of the Injected Quantities and Withdrawal Quantities at each Parking and Loan Point on each day for which prepaid service was provided, and (2) the applicable Balance Rate multiplied by the sum of Shipper's Parked Balance and Loan Balance at each Parking Point and at each Loan Point on each day for which prepaid service was provided.

Transporter shall seek any necessary authorization from the FERC prior to termination of service for any Shipper that fails to demonstrate creditworthiness or has become insolvent. For purposes herein, the insolvency of a Shipper shall be evidenced by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

3.7 Validation of Service Request. Transporter shall evaluate the information offered in support of a request for service to determine whether there is adequate capacity to fulfill the request for service (applicable to requests for service under the RTS Rate Schedule only) and that the request for service is compatible with the operating conditions on Transporter's system. Transporter may require any additional information as described in Section 3.3 necessary to process the request for service, consistent with all applicable rules, regulations or orders of the FERC or other regulatory authority having jurisdiction. After validation of the information submitted by Shipper in support of a request for service, Transporter shall accept Shipper's request for service in writing.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-739-000 NINTH REVISED SHEET NO. 57 NINTH REVISED SHEET NO. 57

Superseding: EIGHTH REVISED SHEET NO. 57 3.8 Pre-qualification for Creditworthiness. Any

prospective bidder for capacity on Transporter's system may, but is not required to, apply to establish creditworthiness prior to submitting a bid for capacity. To pre-qualify, a prospective bidder must submit to Transporter a request for pre-qualification for creditworthiness that includes the information specified in Section 3.4 of this Tariff. Transporter will evaluate the prospective bidder's creditworthiness in accordance with the provisions of Section 3 of this Tariff, advise the prospective bidder of the results of its credit evaluation, and establish a list of all pre-qualified bidders. To remain on this list, a prospective bidder must update the information required by Section 3.4 of this Tariff on an annual basis. Based on a subsequent review of the prospective bidder's financial status, Transporter may delete a pre-qualified bidder from its list of pre-qualified bidders or may amend that list with respect to any limitations on credit. All of the provisions of Section 3 of this Tariff involving creditworthiness shall remain applicable to prospective bidders who pre-qualify under this provision.

3.9 Creditworthiness Re-evaluation Timeline. In accordance with NAESB WGQ Standard Number 0.3.9, after Transporter's receipt a Shipper's/prospective bidder's request for re-evaluation of its creditworthiness (which request includes all required information), Transporter shall provide a written response to the Shipper's/prospective bidder's request within five (5) Business Days. Such written response will include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's/prospective bidder's request unless Transporter and its Shipper/prospective bidder mutually agree to a later date.

4. NOMINATIONS, ALLOCATING CAPACITY AND SCHEDULING

4.1 Nominations. The level of information required to define a nomination is provided in NAESB WGQ Data Set 1.4.1 Version 1.8 (a pro forma nomination form is attached as Sheet No. 188 to this Tariff), as required by the Commission in 18 CFR 284.12(b)in accordance with Order 587 et al. Iroquois shall provide upon request an indication of which data elements it is using and what it is using them for.

Effective Date: 05/15/2003 Status: Effective FERC Docket: RP03-326-000 Sixth Revised Sheet No. 57A Sixth Revised Sheet No. 57A : Superseded Superseding: Fifth Revised Sheet No. 57A

Such nominations are to be provided to Transporter under the timeline set forth in Section 4.8 either electronically by posting on Transporter's Electronic Bulletin Board or via Electronic Data Interchange ("EDI"). All such postings for nomination purposes shall comply with all format and protocol requirements specified by Transporter.

Transporter may allow Shipper to submit a nomination or Intra-day nomination in writing or by facsimile during the 30 days following commencement of service under Shipper's first contract with Iroquois, or in the event of failure of electronic communication equipment, Internet or third party service provider, or other similar emergency event, provided, however, that Transporter may require Shipper to provide documentation of such event by an affidavit within 24 hours of such event.

All nominations shall be considered original nominations and must be replaced to be changed. When a nomination for a date range is received, each day within the range is considered an original nomination. When 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 of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Transporter shall support a seven-days-a-week, twenty-four-hours-a-day nomination process. Personnel may be reached by beeper after normal business hours.

All nominations should include shipper defined begin dates and end dates. All nominations, excluding intra-day nominations, should have roll-over options.

Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-411-000 Third Revised Sheet No. 57B Third Revised Sheet No. 57B : Effective

Superseding: Second Revised Sheet No. 57B

Specifically, Shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.

The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, 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 gigajoules per 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.

4.2 Allocation of Capacity. On each day Transporter shall determine with respect to all contracts:

- (a) the total quantities which all Shippers have nominated to be received for transportation service on that day;
- (b) the total quantities which all Shippers have nominated to be delivered for transportation service on that day;
- (c) the twenty-five (25) MDT of system linepack reserved for unscheduled imbalances with point operators receiving service under Operational Balancing Agreements ("OBAs");
- (d) the total quantities which all Shippers have nominated to be parked and loaned on that day; and
- (e) Transporter's system capacity available in each pipeline segment to perform all of the requires services.

When allocating capacity, the transportation priority for fuel will be the same as the level of service as the transaction to which it applies. Effective Date: 11/01/1997 Status: Effective FERC Docket: RP97-161-009 Original Sheet No. 57C original Sheet No. 57C : Effective

If due to any cause whatsoever Transporter is unable on any day to satisfy all nominations for service through any pipeline segment nominated pursuant to the procedures in Section 4.1 above, then Transporter shall allocate available service in the constrained segment (exclusive of Backhaul and Exchange Transportation service) according to the following allocation procedure:

(1) First, Transporter shall accept all nominations for service at Primary Receipt and Delivery Point(s) under Gas Transportation Contracts for Firm Reserved Service, including nominations for transportation of "make up" quantities in accordance with Sections 6 and 20. For purposes of allocating mainline capacity pursuant to this paragraph, any nomination for service at an Alternate Receipt Point located downstream of a Shipper's Primary Receipt Point Effective Date: 04/01/2003 Status: Effective FERC Docket: RP03-258-000 Eighth Revised Sheet No. 58 Eighth Revised Sheet No. 58 : Effective Superseding: Seventh Revised Sheet No. 58

shall be treated as a nomination for service at a Primary Receipt Point, up to the Shippers Maximum Input Quantity at such upstream Primary Receipt Point. For purposes of allocating mainline capacity pursuant to this paragraph, any nominations for service at an Alternate Delivery Point located upstream of a Shippers Primary Delivery Point shall be treated as a nomination for service at a Primary Delivery Point, up to the Shippers Maximum Equivalent Quantity at such downstream Primary Delivery Point. This section is consistent with the Commission's "within the path" approach to secondary point rights within a zone.

(2) Second, except as otherwise provided in paragraph (1) above, Transporter shall accept all nominations for service at Alternate Receipt and Delivery Point(s) pursuant to Gas Transportation Contracts for Firm Reserved Service under Part 284 of the Commission's Regulations. In the event Transporter has insufficient capacity to render the full level of service nominated, Transporter shall pro-rate the allocation of available service based on the highest percentage of the Maximum Demand Rate for the service being provided. In applying such criteria where a Negotiated Rate or Negotiated Rate Formula is involved, the value assigned to a request which includes a Negotiated Rate or Negotiated Rate Formula shall be determined in accordance with Section 32 of these General Terms and Conditions and shall in no event exceed the Recourse Rate Shippers that are paying the same rate for such service shall be allocated capacity on a pro-rata basis.

(3) Third, Transporter shall accept all nominations for service under Gas Transportation Contracts for Extended Receipts and Extended Deliveries up to the Maximum Input Quantities and Maximum Equivalent Quantities contained in such Gas Transportation Contracts. In the event Transporter has insufficient capacity to render the full level of extended receipts and extended deliveries nominated, Transporter shall allocate the capacity available based on the highest percentage of the Maximum Commodity Rate for the service being provided. In applying such criteria where a Negotiated Rate or Negotiated Rate Formula is involved, the value assigned to a request which includes a Negotiated Rate or Negotiated Rate Formula shall be determined in accordance with Section 32 of these General Terms and Conditions and shall in no event exceed the Recourse Rate. Shippers that are paying the same rate for such service shall be allocated capacity on a pro-rata basis.

123

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Second Revised Sheet No.58A Second Revised Sheet No.58A : Effective Superseding: First Revised Sheet No. 58A

(4) Fourth, Transporter shall accept all nominations for service under Hub Service Contracts where such service positively impacts the operations of Transporter's system. Transporter shall also accept all timely nominations for those Shippers receiving park and loan service under the PAL Rate Schedule or point operators receiving service under OBAs which have requested 250 Dth or less on a day.

(5) Fifth, Transporter shall accept all nominations for service under Gas Transportation Contracts for Interruptible Service up to the Maximum Input Quantities and Maximum Equivalent Quantities contained in such Gas Transportation Contracts. Transporter shall also accept all nominations for hub service (loan and transportation) where the cumulative quantity for such nominations does not exceed the Maximum Balance contained in such service contracts and shall accept the nominations for hub service (loan payback). Such acceptance shall be subject to the following provisions.

In the event Transporter has insufficient capacity to render the full level of interruptible or hub transportation service nominated, Transporter shall allocate the transportation service available based on the highest percentage of the applicable maximum commodity rate(s) for the service being provided. Shippers that are paying the same percentage of the applicable maximum commodity rate(s) for such service shall be allocated capacity on a pro-rata basis.

In applying such criteria where a Negotiated Rate or Negotiated Rate Formula is involved, the value assigned to a request which includes a Negotiated Rate or Negotiated Rate Formula shall be determined in accordance with Section 32 of these General Terms and Conditions and shall in no event exceed the Recourse Rate. Shippers that are paying the same percentage of the applicable maximum commodity rate(s) for such service shall be allocated capacity on a pro-rata basis.

Transporter shall accept all Hub Service loan payback nominations in the order in which they are received.

The acceptance of hub service nominations as provided heretofore is subject to the first twenty-five (25) MDT of system linepack available each day for hub service, park and loan service, and scheduled OBA requests being reserved exclusively for unscheduled imbalances with point operators (such twenty-five (25) MDT quantity will be increased by three percent (3%) of any mainline facility expansion), and provided further that Transporter shall consider notifications from a point operator that, after exhausting all other alternatives, it has been, or reasonably expects to be, experiencing operating conditions on its system that will require that point operator to delay accepting delivery of scheduled transportation quantities under Transporter's RTS Rate Schedule. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Ninth Revised Sheet No.59 Ninth Revised Sheet No.59 : Effective Superseding: Eighth Revised Sheet No. 59

(6) Sixth, Transporter shall authorize requests for "make-up" quantities under Gas Transportation Contracts for Interruptible Service pursuant to Sections 6 and 20 either by agreeing to accept a "make-up" quantity at a Receipt Point or by agreeing to deliver a "make-up" quantity to a Delivery Point.

(7) Seventh, Transporter shall accept park and loan service nominations greater than 250 Dth and requests for more than 250 Dth made by point operators receiving service under OBAs.

Timely park and loan service nominations greater than 250 Dth and requests for more than 50 Dth made by point operators receiving service under OBAs will then be divided into two categories; those which increase line pack and those which decrease linepack. Within each category, Transporter shall accept all such nominations and requests in the order in which they were received by Transporter up to the capacity available for that day, subject to the capacity provisions stated above.

For the purpose of capacity allocation under Section 4.2(5) and 4.2(6) above, a request will be considered to have been received by Transporter at the earlier of: (i) for verbal requests, the commencement time for the telephone call placed to

Fifth Revised Sheet No. 59A Fifth Revised Sheet No. 59A : Effective Superseding: Fourth Revised Sheet No. 59A

Transporter's One Stop Operations Line; provided that the verbal request is followed by a valid nomination within one hour, subject to the nomination deadlines set forth in Section 4.1 of the General Terms and Conditions; (ii) for faxed nominations, the print time shown on the fax; and (iii) for electronic nominations, the time the nomination is posted on Transporter's Electronic Bulletin Board. All conversations on Transporter's One Stop Operations Line will be recorded to document the time of the request.

Where multiple nominations have the same scheduling priority as determined by this Section 4.2, Transporter shall allocate capacity by the ranking provided by Shipper in accordance with Section 4.1.

4.3 Scheduling. By the time set forth in Section 4.8, Transporter shall advise Shipper of the scheduled quantities for the applicable day through either: (1) Transporter's Electronic Bulletin Board or (2) via EDI. In the event that Transporter determines in accordance with Section 4.2 above that it is unable to accept all or any part of any Shipper's nomination, Transporter shall advise Shipper of the level of service, if any, that Transporter is prepared to make available at each Receipt and Delivery Point or Parking and Loan Point under each Gas Transportation Contract, Hub Service and/or Park and Loan Service Contract with said Shipper. Forthwith after receiving such advice from Transporter, Shipper may provide an Intra-day nomination to Transporter which shall be no greater than the service available for each Receipt and Delivery Point or Parking and Loan Point. The least of Shipper's original nomination, Transporter's response to that nomination, and Shipper's Intra-day nomination for each Receipt and Delivery Point shall be deemed to be (1) the Scheduled Input Quantity and Scheduled Equivalent Quantity, respectively, for such Receipt and Delivery Point, or (2) the Injected Quantity or Withdrawal Quantity for such Parking Point or Loan Point. Shipper shall arrange for the Scheduled Input Quantity to be delivered to Transporter at each Receipt Point on such day.

Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-411-000 Second Revised Sheet No. 59B Second Revised Sheet No. 59B : Effective Superseding: First Revised Sheet No. 59B

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 the Transporter's sending of the end of gas day Scheduled Quantity document.

Late Nominations. Requests for service received 4.4 after the nomination deadlines set forth in Section 4.8 shall be considered Late Nominations. Late Nominations will be accommodated if they do not interfere with operation of Transporter's system or Transporter's ability to render other scheduled service. In the event capacity remains available on Transporter's system after service has been nominated and scheduled in accordance with Sections 4.1, 4.2, 4.3 and 4.4 above, or capacity becomes available either (i) due to requests from Shippers which have previously scheduled service to change such scheduled service, or (ii) due to operational or weather situations which permit Transporter to render additional service without compromising service already scheduled, Transporter will accept Late Nominations and shall endeavor, but shall not be obligated, to provide service which implements such Late Nominations.

127

Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-411-000 Seventh Revised Sheet No. 60 Seventh Revised Sheet No. 60 : Effective Superseding: Sixth Revised Sheet No. 60

4.5 Pooling. If requested by a Shipper or supplier on Transporter's system, Transporter will offer at least one pool. Deliveries from Receipt Points should be able to be delivered directly into at least one pool, and Delivery Points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.

4.6 Intra-day Nominations. An Intra-day nomination is 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. Intra-day nominations may be used to nominate new supply or market. Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. All nominations, including Intra-day nominations, should be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intra-day nomination, if not otherwise addressed in Transporter's contract or tariff. Intra-day nominations do not rollover (i.e. Intra-day nominations span one day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if Intra-day nomination modifies existing nomination.

Effective Date: 11/02/1998 Status: Effective FERC Docket: RP98-421-000

First Revised Sheet No. 60A First Revised Sheet No. 60A : Effective Superseding: Sub. Original Revised Sheet No. 60A

4.7 Confirmation. (i) With respect to the timely nomination/confirmation process at a receipt or delivery point, 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.

(ii) With respect to the processing of requests for increases during the intraday nomination/confirmation process, 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 previously scheduled quantity should be the new confirmed quantity.

(iii) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, 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-prorated-scheduled 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.

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Superseding: First Revised Sheet No. 60B

(iv) With respect to 1.3.22 i, ii, and iii, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the Transporter shall provide the Shipper with the following information to explain why the nomination failed, as applicable:

- (1) the Transporter did not conduct the confirmation;
- (2) the Shipper is told by Transporter that the upstream confirming party did not conduct the confirmation;
- (3) the Shipper is told by Transporter that the upstream Service Requester did not have the gas or submit the nomination;
- (4) the Shipper is told by Transporter that the downstream confirming party did not conduct the confirmation;
- (5) the Shipper is told by Transporter that the downstream Service Requester did not have the market or submit the nomination. This information should be imparted to the Shipper on the Scheduled Quantity document.

Elapsed-prorated-scheduled quantity means 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.

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Original Revised Sheet No. 60C Original Revised Sheet No. 60C : Effective

4.8 Nomination Cycles. The following are the standard nomination cycles:

(i) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Transporter; noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and point operator (Central Time on the day prior to flow).

(ii) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Transporter; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 pm for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Shipper on Transporter to receive notice that it is being bumped should be effective at 9:00 am Central Time on the gas day; and when an Evening Nomination causes another Shipper on Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am Central Time on the gas day.

(iii) The Intraday-1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Transporter; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Time on the gas day). Scheduled quantities resulting from Intraday-1 Nominations should be effective at 5:00 pm Central Time on the gas day.

(iv) The Intraday-2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Transporter; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators (Central Time on the gas day). Scheduled quantities resulting from Intraday-2 Nominations should be effective at 9:00 pm. Central Time on the gas day. Bumping is not allowed during the Intraday-2 Nomination Cycle.

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Third Revised Sheet No. 60D Third Revised Sheet No. 60D : Effective Superseding: 2nd. Sub. First Revised Sheet No. 60D

(v) For purposes of Section 4.8 (ii) (iii) and (iv),"provide" shall mean, for transmittals pursuant to standards1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

With the exception of otherwise stated GISB nominations deadlines, when a Transporter receives a Nomination document from a Shipper by the conclusion of a given quarter hour period, the Transporter will send to the Shipper's designated site a corresponding 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.

Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for nominations/quick response turnaround stated above. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week.

4.9 Bumping. Any Shipper who is bumped pursuant to Section 4.8 shall be directly notified by Transporter at their primary telephone or facsimile number, as designated by Shipper, as well as through Internet e-mail. Upon request of Shipper, Transporter shall endeavor, but shall not be obligated, to notify Shipper at alternate numbers. Bumping that affects transactions on multiple transporters should occur at grid-wide synchronization times only. The daily grid-wide synchronization times for scheduled flow are 9:00 a.m., 5:00 p.m., and 9:00 p.m.

1st Alt Sub Second Revised Sheet No. 60E 1st Alt Sub Second Revised Sheet No. 60E : Effective Superseding: Alt Sub Second Revised Sheet No. 60E

5. CURTAILMENT

In the event that force majeure or other unforeseen circumstances require Transporter to curtail previously scheduled service through any pipeline segment, such curtailment shall be undertaken as follows:

(a) First, Transporter shall curtail service to those Shippers receiving park and loan service under the PAL Rate Schedule or point operators receiving service under OBAs which have requested more than 250 Dth on a day. Such services shall be divided into two categories: those which increase linepack and those which decrease linepack. Within each category, to the extent necessary, Transporter will curtail service to those Customers whose nominations and requests adversely impact The operations of Transporter's system in the reverse order in which such nominations and requests were received; provided, however, that the last 25 MDT of linepack flexibility available for park and loan service will be reserved for unscheduled requests by point operators that receive service under OBAs.

(b) Second, Transporter shall curtail service to those Shippers receiving Service under the ITS/HUB Rate Schedule(s) where such service adversely impacts the operations of Transporter's system.

Transporter shall curtail service to those Shippers receiving loan payback service under the HUB Rate Schedule in the reverse order in which such nominations and requests were received.

Transporter shall curtail service to those Shippers receiving interruptible or hub transportation service and paying the lowest percentage of the applicable maximum commodity rate for the service being provided. Shippers that are paying the same percentage of the applicable maximum commodity rate(s) for such service shall be curtailed on a pro-rata basis.

In applying such criteria where a Negotiated Rate or Negotiated Rate Formula is involved, the value assigned to a request which includes a Negotiated Rate or Negotiated Rate Formula shall be determined in accordance with Section 32 of these General Terms and Conditions and shall in no event exceed the Recourse Rate. Shippers that are paying the same percentage of the applicable maximum commodity rate(s) for such service shall be curtailed on a pro-rata basis. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-001 Original Sheet No. 60F original Sheet No. 60F : Effective

(c) Third, Transporter shall curtail service to those Shippers receiving park and loan service under the PAL Rate Schedule or point operators receiving service under OBAs which have requested 250 Dth or less on a day. Such services shall be divided into two categories: those which increase linepack and those which decrease linepack. Within each category, to the extent necessary, Transporter will curtail service to those Shippers whose nominations and requests adversely impact the operations of Transporter's system in the reverse order in which such nominations and requests were received.

(d) Fourth, Transporter shall curtail service to those Shippers utilizing Extended Receipt and Extended Delivery pursuant to Sections 7.1.1 and 7.3.1 of General Terms and Conditions. Such curtailment shall occur beginning with those Shippers paying the lowest percentage of the Maximum Commodity Rate for the service being provided. Shippers paying the same percentage shall be curtailed pro-rata.

(e) Fifth, Transporter shall curtail service to those Shippers receiving service under the RTS Rate Schedules at Alternate Receipt and Delivery Point(s) pursuant to Gas Transportation Contracts for Firm Reserved Service under Part 284 of the Commission's Regulations on a pro-rata basis. Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-411-000 Original Sheet No. 60B.01 Original Sheet No. 60B.01 : Effective

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Shipper(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Shipper(s) nomination(s) were made.

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 the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.x standards, Confirming Parties 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 (as applicable.)

When a Confirmation Requester receives a Confirmation Response document from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's 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.

Confirming Parties' nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule of confirmations/quick response turnaround stated above. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. Effective Date: 04/01/2003 Status: Effective FERC Docket: RP03-258-000 Original Sheet No. 60D.01 original Sheet No. 60D.01 : Effective

4.10 Bump Protection for Firm Primary and secondary firm services: Transporter shall not schedule an Intra-day Nomination Change if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary and secondary firm service. Protected firm services do not include Extended Receipts and Extended Deliveries.

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Third Revised Sheet No. 61 Third Revised Sheet No. 61 : Effective Superseding: Second Revised Sheet No. 61

(f) Sixth, Transporter shall curtail service to Shippers receiving Service at Primary Receipt and Delivery Point(s) under the RTS Rate Schedule, including transportation of make-up quantities in accordance with Sections 6 and 20, on a pro-rata basis.

For the purposes of curtailing capacity pursuant to this Section 5, Transporter will assess the value of a Negotiated Rate or a rate under a Negotiated Rate Formula in accordance with the provisions of Section 32 of these General Terms and Conditions; such rate shall in no event exceed the Recourse Rate.

6. BALANCING AND PENALTY PROVISIONS

With respect to transportation services, Shipper shall endeavor to monitor and, if necessary, adjust deliveries and receipts of gas in order to maintain a daily balance of deliveries and receipts. Transporter shall not be obligated to receive or make available gas in excess of the Scheduled Input Quantities, nor shall Transporter be obligated to deliver to $\tilde{\mbox{Shipper}}$ at the Delivery Point(s) quantities in excess of Scheduled Equivalent Quantities. Transporter will monitor, to the best of its ability, deliveries and receipts for each transportation transaction and, based upon information available, advise Shipper of any imbalance situation which has occurred or may occur unless corrective action is taken. Upon notification, Shipper shall endeavor to adjust deliveries and receipts to avoid any imbalance. Any adjustment to deliveries and receipts by Shipper, whether or not pursuant to notification from Transporter, shall be coordinated with Transporters Gas Transportation Department and in accordance with the scheduling procedures set forth in Section 4 above.

If Shipper fails to maintain a balance of deliveries and receipts or inaccurately schedules deliveries and receipts, Transporter shall impose one or more of the imbalance or scheduling charges set forth in this section, as applicable.

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Original Sheet No. 62 Original Sheet No. 62 : Effective

6.1 Scheduling Penalty.

(a) Receipt Point Scheduling. If on any day Shipper delivers a quantity of gas to Transporter at any Receipt Point which exceeds or falls short of the Scheduled Input Quantity for such Receipt Point by the greater of ten percent (10%) or 400 Dth, then Shipper shall pay to Transporter an amount equal to the Maximum Transportation Commodity Rate for service under the ITS Rate Schedule for service to the zone in which the gas is scheduled to be delivered for all quantities in excess or which fall short of the Scheduled Input Quantity by more than the greater of ten percent (10%) or 400 Dth of the Scheduled Input Quantity for such Receipt Point. Transporter may waive the penalty on a basis which is not unduly discriminatory if, in the exercise of its reasonable discretion, Transporter determines that such excess or shortfall will not cause operational difficulties or affect the integrity of Transporter's system or Transporter's ability to render other scheduled service on such day.

(b) Delivery Point Scheduling. If on any day Shipper takes delivery of a quantity of gas from Transporter at any Delivery Point which exceeds or falls short of the Scheduled Equivalent Quantity for such Delivery Point by the greater of ten percent (10%) or 400 Dth, then Shipper shall pay to Transporter an amount equal to the Maximum Transportation Commodity Rate for service under the ITS Rate Schedule for service to the zone in which the gas is scheduled to be delivered for all quantities in excess or which fall short of the Scheduled Equivalent Quantity by more than the greater of ten percent (10%) or 400 Dth of the Scheduled Equivalent Quantity for such Delivery Point. Transporter may waive the penalty on a basis which is not unduly discriminatory if, in the exercise of its reasonable discretion, Transporter determines that such excess or shortfall will not cause operational difficulties or affect the integrity of Transporter's system or Transporter's ability to render other scheduled service on such day.

(c) On any day on which Shipper may be liable for Scheduling Penalties under both Sections 6.1(a) and 6.1(b) above, Transporter shall impose on Shipper only the greater of the two penalties.

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Fourth Revised Sheet No. 63 Fourth Revised Sheet No. 63 : Effective Superseding: Third Revised Sheet No. 63

6.2 Balancing Penalty

(a) Daily Balancing. If on any day Shipper delivers to "Transporter Input Quantities (less applicable Measurement Variance/Fuel Use Quantities) at the Receipt Point(s) which are in excess of or deficient by the greater of 400 Dth or four percent (4%) of the Equivalent Quantities taken by Shipper at the Delivery Point(s), Transporter shall provide Shipper forty-eight hours notification, or such lesser period of time as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by Shipper and Transporter, Transporter shall charge Shipper the Maximum Interzone Interruptible Transportation Service Commodity Rate per Dth for any receipts which are in excess or deficient by the greater of four percent (4%) or 400 Dth of Deliveries. Shipper shall have 45 days after notification to reduce the cumulative imbalance to zero.

(b) Monthly Balancing. At least seven (7) days prior to the end of each month Transporter will notify Shipper if it appears that Receipts (less Measurement Variance/Fuel Use Quantities) will be in excess of or deficient by four percent (4%) or more of Deliveries. In the event Shipper fails to agree upon the appropriate corrective action to be implemented with Transporter's Commercial Operations Department within two (2) Gas Days after notification, and/or fails to implement the corrective action agreed upon, Transporter shall charge Shipper the Maximum Interzone Interruptible Transportation Service Commodity Rate per Dth for any Receipts (less Measurement Variance/Fuel Use Quantities) which are in excess of or deficient by four percent (4%) of Deliveries.

Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.

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Second Revised Sheet No. 64 Second Revised Sheet No. 64 : Effective Superseding: SUBSTITUTE FIRST REVISED SHEET NO. 64

unauthorized daily overrun taken by Shipper at such Delivery Point. Transporter will waive this penalty on a basis which is not unduly discriminatory if, in the exercise of its reasonable discretion, Transporter determines that such action by Shipper did not cause operational difficulties or affect the integrity of Transporter's system or Transporter's ability to render scheduled service on such day.

6.4 Predetermined Allocation Method.

(a) Transporter may negotiate and enter into OBAs with interstate pipelines, intrastate pipelines and other entities. Transporter will not utilize pre-determined allocations ("PDA") if Transporter has an OBA in effect for a point. No difference balanced in-kind shall be allocated to any Shipper at the Receipt or Delivery Points covered by the OBA. PDA elements should be standardized. Only one PDA allocation methodology should be applied per allocation period.

(b) As used in this Section 4, a PDA is an agreement by or among 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 methods include, but are not limited to, ranked, pro rata, percentage and swing. PDAs 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 Points shall provide a PDA to allocate to upstream title holders. Upstream title holders may provide a PDA to allocate to the parties taking possession of their gas at a Receipt Points. Shippers may provide a PDA to allocate to their nominations at either Receipt or Delivery Points. Two welded parties should agree on who submits a PDA methodology and who allocates at the point before gas flows. The upstream or downstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before start of gas day. The allocating party should send back "confirmation" of receipt of the pre-determined allocation within 15 minutes.

(c) If confirming parties cannot agree upon an allocation methodology, "pro rata based upon confirmed nominations" shall be used as the default method.

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First Revised Sheet No. 64A First Revised Sheet No. 64A : Effective Superseding: SUBSTITUTE ORIGINAL SHEET NO. 64A

(d) Changes to a PDA may be made prospectively during the month if such changes are approved by Transporter. Only one PDA may be submitted per gas day. 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.

(e) PDAs shall remain in effect until a replacement PDA is received from the interconnecting operator or upstream title holder; provided, however, PDAs shall be updated at the beginning of each month. For rank, swing, or percentage PDAs, the PDA may need to be updated as nominations change.

6.4 Allocation of Over and Under Deliveries. For each day in which Transporter receives gas from or delivers gas to multiple Shippers at a common Receipt or Delivery Point in which the quantities received or delivered exceed or fall short of the sum of the Scheduled Input or Scheduled Equivalent Quantities for such day, Shippers whose volumes are commingled at such Delivery or Receipt Point shall have the obligation to inform Transporter as to the allocation of such volumes. Transporter shall allocate volumes in accordance with Operational Balancing Agreements with the operator of the common Receipt or Delivery Point to the extent Operational Balancing Agreements are in effect at such points.

6.5 Penalty Provisions Inapplicable. No monthly imbalance charge shall be assessed unless Transporter has notified Shipper that an imbalance has occurred or will occur without corrective action and Shipper has failed to take action in coordination with Transporter's gas dispatchers which corrects such imbalance within thirty (30) days of notification. Transporter will not assess imbalance or scheduling penalties in the event Shipper's failure to take corrective action or Shipper's failure to correctly schedule gas deliveries is caused by Transporter's actions, interruption of gas supply or transportation service upstream of Transporter's facilities, or force majeure conditions as defined in Sections 20 and 21 hereof. Transporter will also waive any scheduling penalties that might have Effective Date: 11/02/1998 Status: Effective FERC Docket: RP98-421-001 Second Revised Sheet No. 64B Second Revised Sheet No. 64B : Effective Superseding: First Revised Sheet No. 64B

otherwise been incurred by a Shipper who was bumped in accordance with the provisions of Section 4.8 hereof. The waiver of scheduling penalties shall apply only for the day(s) on which services were bumped. No imbalance penalty shall be imposed when a prior period adjustment applied to the current period causes or increases a current monthly penalty. In addition, Transporter will not assess imbalance or scheduling penalties against any Shipper during any period in which an OBA is in effect at that Shipper's Receipt and Delivery Point. Overrun penalties shall apply during the periods in which OBAs are in effect at the relevant Delivery Point(s) only if (i) there is an overall overrun at the Delivery Point and (ii) such overrun causes operational difficulties or affects the integrity of Transporter's System or Transporter's ability to render scheduled service. Upon

Third Revised Sheet No. 65 Third Revised Sheet No. 65 : Effective Superseding: Second Revised Sheet No. 65

giving or receiving notice of the termination of any effective OBA, Transporter shall promptly notify all Shippers via posting on its Electronic Bulletin Board, and will provide written notification of the giving or receiving of such notice to the affected shippers by fax or overnight mail. In any month in which Shipper may be liable for both Daily and Monthly Imbalance Penalties, the sum of the excess and deficiency quantities for which Shipper has been assessed a Daily Penalty shall be deleted from excess or deficient quantities used in calculating the monthly penalty. In calculating excess and deficient quantities, Transporter shall take into consideration (1) make-up quantities used pursuant to Transporter's notification to correct any excess or deficiency in receipt and deliveries and (2) for purposes of assessing imbalance charges, any offsetting excess or deficiency in deliveries under other transportation contracts between Transporter and Shipper.

6.6 Penalty Provisions Not Exclusive. Nothing in this Section 6 shall limit Transporter's right to take such action as may be required to adjust deliveries and receipts in order to alleviate conditions which threaten the integrity of its system, nor prevent Transporter from exercising any other legal remedies which may be available.

6.7 Crediting of Overrun Penalty Revenues. In the event that Transporter assesses and collects overrun penalties in accordance with the provisions of this Section 6, such revenues, in excess of Transporter Overrun Costs, (such excess revenues herein referred to as "Excess Overrun Revenues") shall be credited to the bills of Rate Schedule RTS, ITS, and HUB Shippers except the Shipper responsible for the penalty. The Excess Overrun Revenues shall be credited among such Shippers based on the ratio of the Maximum Equivalent Quantity of each such RTS Shipper and the Scheduled Equivalent Quantity of each such ITS or HUB Shipper to the sum of the Maximum Equivalent Quantity of all such RTS Shippers and the Scheduled Equivalent Quantities of all such ITS or HUB Shippers for each day on which a penalty is imposed.

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GENERAL TERMS AND CONDITIONS (continued)

Rate Schedule RTS, ITS, and HUB Shippers entitled under this Section 6.7 to Excess Overrun Revenue credits shall receive such credits to their Rate Schedule RTS, ITS, and HUB bills for the month following the month in which the later of the following events occurs:

(a) Transporter collects the associated overrun penalties from all Shippers responsible for the overrun; and

(b) Transporter reasonably is able to determine the total amount of all Transporter Overrun Costs.

6.8 Crediting of Scheduling and Balancing Penalty Revenues. In the event that Transporter assesses upon and/or collects from any Shipper scheduling or balancing penalties in accordance with the provisions of this Section 6, such revenues shall be credited to the bills of all Rate Schedule RTS, ITS, and HUB Shippers, except the Shipper responsible for the penalty, based on the ratio of the Maximum Equivalent Quantity of each such RTS Shipper and the Scheduled Equivalent Quantity of each such ITS or HUB Shipper to the sum of the Maximum Equivalent Quantities of all such RTS Shippers and the Scheduled Equivalent Quantity of all such ITS or HUB Shippers for each day on which such a penalty is imposed. Rate Schedule RTS, ITS, and HUB Shippers entitled to credits under this Section 6.8 shall receive such credits to their Rate Schedule RTS, ITS, and HUB bills for the month following the month in which Transporter collects the associated scheduling and balancing penalties. The Shipper responsible for the penalty will be precluded from sharing in penalty revenues only in the month in which the offense occurred.

6.9 Imbalance Resolution Procedures. It is the responsibility of the Shipper to eliminate end-of-month imbalances. Any net imbalance remaining between allocated receipt quantities and allocated delivery quantities may be resolved through the trading method. On or before the ninth business day of each month, Transporter will provide Shipper a statement of its imbalance quantities. At Shipper's request, Transporter shall post on its EBB that Shipper's end of the month imbalance position. Shippers will have until the seventeenth (17th) business day of the month to resolve any imbalance provisions. All trades shall be requested and confirmed via Transporter's EBB.

A Positive Imbalance occurs when the allocated receipt Quantity is greater than the allocated delivery quantity. Effective Date: 12/23/2004 Status: Effective FERC Docket: RP05- 88-000 First Revised Sheet No. 65B First Revised Sheet No. 65B : Effective Superseding: Original Sheet No. 65B

A Negative Imbalance occurs when the allocated receipt quantity is less than the allocated delivery

(A) Netting and Trading between Transportation Contracts. In the event that Transporter has a Receipt Point or Delivery Point on its system without an OBA in effect, Transporter shall allow Shipper to net imbalances or trade imbalances with another Shipper where such transaction would result in all contracts involved in the trade having an imbalance quantity that is closer to zero or where such transaction results in the net quantity being closer to zero. The Shipper owing imbalance quantities to Transporter prior to the transaction shall be responsible for reimbursing Transporter for any loss of potential transportation revenue that may result from such transaction. Transportation charges for netting and trading across rate zones will be imposed only when the appropriate transportation fee for the service has not already been paid. When a firm Shipper is responsible for a transportation charge for imbalance netting/trading, the Shipper shall only be responsible for paying the Maximum Commodity Rate unless one or more of the following conditions are met:

- the monthly MDQ of the firm contract is exceeded as a result of the net/trade, or
- ii) the zone rights of the contract do not encompass the zone of the contract being netted/traded against.

A Shipper who is long one month and short the next month cannot offset the two months with his own contracts or another Shipper?s contracts. Each month's imbalance can only be offset with an opposite imbalance incurred for the same month.

The following examples are provided to show those instances when the netting and trading of interzone imbalances results in no additional transportation charges (i.e. the Transporter has not lost any transportation revenue due to the net/trade).

i) Netting example: A Shipper with a Zone 1-2 RTS contract receives transportation in Zone 1 only at the Maximum Demand Rate and the Maximum Commodity Rate on the first gas day of the month which results in a Positive Imbalance of 100 Dths. The same Shipper later receives transportation under the same RTS contract between Zone 1 and Zone 2 at the Maximum Demand Rate and the Maximum Commodity Rate on the fifth gas day of the month which results in a Negative Imbalance of -100 Dths. The netting of these two imbalances would impose no cost.

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Second Sub. Original Sheet No. 65C second Sub. Original Sheet No. 65C : Effective Superseding: Sub. Original Sheet No. 65C

ii) Trading example 1. A Shipper with a Zone 1-2 RTS contract receives transportation in Zone 1 only at the Maximum Demand Rate and the Maximum Commodity Rate on the first gas day of the month which results in a Positive Imbalance of 100 Dths. A different Shipper later with a Zone 1-2 RTS contract later receives transportation under between Zone 1 and Zone 2 at the Maximum Demand Rate and the Maximum Commodity Rate on the fifth gas day of the month which results in a Negative Imbalance of -100 Dths. The netting of these two imbalances would impose no cost.

iii) Trading example 2. A Shipper with an ITS contract receives transportation in Zone 1 at a rate of 0.20/Dth on the first gas day of the month which results in a Positive Imbalance of 100 Dths. A different Shipper with an ITS contract receives transportation between Zone 1 and Zone 2 at a rate of 0.20/Dth on the last gas day of the month which results in a Negative Imbalance of -100 Dths. The trading of these two imbalances would impose no cost.

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RESERVED FOR FUTURE USE

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7.0 DELIVERY AND RECEIPT POINTS

7.1 Receipt Points. Transporter shall make available to each Shipper one or more Primary Receipt Points, the exact number and location to be determined by mutual agreement between Transporter and Shipper. The Primary Receipt Point(s) at which Transporter will accept gas from Shipper or for Shipper's account shall be those set forth on Schedule 1 appended to the Gas Transportation Contract(s) between Transporter and Shipper, or other mutually agreeable points. Such Schedule 1 shall also set forth the Maximum Input Quantity and minimum receipt pressures applicable to each such Primary Receipt Point. Subject to the availability of capacity, all other receipt points within the same Zone/Lateral or any other Zone shall be available as Alternate Receipt Point(s) for Shippers receiving service pursuant to Gas Transportation Contracts for Firm Reserved Service under Part 284 of the Commissions Regulation up to the Shipper's Maximum Input Quantity at its Primary Receipt Point(s), except as otherwise provided in Section 28.20 with respect to segmented capacity releases.

7.1.1 Extended Receipts. Shipper may use receipt points in a zone other than the zone of its Primary Receipt Point. To the extent Shipper uses alternate Receipt Points that are on Transporter's mainline (other than the interconnection between the mainline and Lateral) and beyond the path of a Lateral Service contract, such Shipper shall be restricted to Extended Receipt point service only. In order to use such extended receipt point, Shipper must request such Extended Receipt by nominating the following information in Iroquois' EBB with: (1) the point at which Shipper desires to receive gasand (2) the requested quantity to be received at that point.

7.2 Additions and Deletions of Primary Receipt Points. Effective Schedule 1 appended to each Gas Transportation Contract between Transporter and Shipper under Part 284 of the Commission's Regulation may be revised from time-to-time in order to reflect additions or deletions of Primary Receipt Points or changes in the Maximum Input Quantities or minimum receipt pressures applicable to such Primary Receipt Points. Additions or deletions of Primary Receipt Points and/or changes in the Maximum Input Quantities or receipt pressures applicable to Primary Receipt Points hereunder shall be subject to the provisions contained in Section 3 of the RTS rate schedule. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the agreement. A Shipper requesting a change to its Primary Receipt Point, which requires no additional mainline capacity, shall not be required to participate in an Open Season.

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GENERAL TERMS AND CONDITIONS (continued)

Delivery Points. Transporter shall make available 7.3 to each Shipper one or more Primary Delivery Points, the exact number and location to be determined by mutual agreement between Transporter and Shipper. The Primary Delivery Point(s) at which Transporter will make gas available to or on behalf of Shipper shall be those set forth on Schedule 2 appended to the Gas Transportation Contract (s) between Transporter and Shipper, or other mutually agreeable points. Such Schedule 2 shall also set forth the Maximum Equivalent Quantity and maximum and minimum delivery pressures applicable to each such Primary Delivery Point. Subject to the availability of capacity, all other delivery points within the same Zone/Lateral or any other Zone shall be available as Alternate Delivery Point (s) for Shippers receiving service pursuant to Gas Transportation Contracts, for Firm Reserved Service under Part 284 of the Commissions Regulations up to the Shippers Maximum Equivalent Quantity at its Primary Delivery Point(s).

7.3.1 Extended Deliveries. Shipper may use delivery points in a zone other than the zone of its Primary Delivery Point. To the extent Shipper uses alternate Delivery Points that are on Transporter's mainline (other than the interconnection between the mainline and Lateral) and beyond the path of a Lateral Service contract, such Shipper shall be restricted to Extended Delivery Point service only. In order to use such extended delivery point, shipper must request such Extended Delivery by nominating the following information in Iroquois' EBB with the following information: (1) the point at which Shipper desires to deliver gas and (2) the requested quantity to be delivered at that point.

Additions and Deletions of Primary Delivery Points. 7.4 Effective Schedule 2 appended to each Gas Transportation Contract between Transporter and Shipper under Part 284 of the Commissions Regulations may be revised from time-to-time in order to reflect additions or deletions of Primary Delivery Points or changes in the Maximum Equivalent Quantities or minimum delivery pressures applicable to such Primary Delivery Points. Additions or deletions of Primary Delivery Points and/or changes in the Maximum Equivalent Quantities or delivery pressures applicable to Primary Delivery Points hereunder shall be subject to the provisions contained in Section 3 of the RTS rate schedule. Transporter shall not be required to accept an amendment if there is inadequate capacity available to render the new service or if the change would reduce the reservation charges applicable to the agreement. A Shipper requesting a change to its Primary Delivery Point, which requires no additional mainline capacity, shall not be required to participate in an Open Season.

- 7.5 [RESERVED FOR FUTURE USE]
- 7.6 [RESERVED FOR FUTURE USE]

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP07-443-004

FIFTH REVISED SHEET NO. 68 FIFTH REVISED SHEET NO. 68 Superseding: SUBSTITUTE FOURTH REVISED SHEET NO. 68

7.7 Parking and Loan Points. Subject to the availability of capacity, Shippers receiving park and loan services under Rate Schedule PAL may nominate any Receipt or Delivery Point on Transporter's system as a Parking Point or Loan Point. Subject to the availability of capacity, Shippers receiving loan services under Rate Schedule HUB may only nominate the Waddington Receipt/Delivery Point on Transporter's system as a Loan Point.

8. UNIFORM PRESSURE AND QUANTITY

8.1 Delivery Pressure To Receipt Point or Parking Point. The delivery pressure of natural gas delivered to a Receipt Point or Parking Point shall not be less than the minimum pressure set forth for the Receipt Point or Parking Point on the effective Schedule 1 appended to the Gas Transportation Contract or Park and Loan Service Contract between Transporter and Shipper.

8.2 Delivery Pressure To Delivery Point or Loan Point. The delivery pressure of natural gas made available by Transporter to or on behalf of Shipper at a Delivery Point or Loan Point shall not be less than the minimum pressure set forth for each Delivery Point or Loan Point on the effective Schedule 2 appended to the Gas Transportation Contract, Hub Service Contract or Park and Loan Service Contract between Transporter and Shipper, nor shall Transporter be obligated to make deliveries at pressures greater than those set forth in Schedule 2.

8.3 Uniform Quantities. Shipper shall deliver and receive gas in uniform daily quantities during any month and in uniform hourly quantities during any day as nearly as possible at uniform hourly rates, provided, however, that Transporter shall permit Shippers to take delivery of gas at 120 percent of the uniform hourly quantity for up to three (3) consecutive hours twice in any twenty four (24) hour period; provided, however, that the second three (3) hour period shall not begin less than eight (8) hours after the end of the first three (3) hour period. Any other departure from uniform hourly quantities shall be allowed on a best efforts basis only.

9. QUALITY

9.1 Freedom from Objectionable Matter. The natural gas to be delivered to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s)

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under this Tariff shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust and other solid, liquid, or gaseous matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appurtenances through which it flows.

9.2 Receipt Point Quality.

(A) The gas to be delivered to Transporter by or on behalf of Shipper at the Receipt Point(s) on Transporter's system shall be accepted provided that such gas, after commingling where applicable, shall not cause the gas to be made available to or on behalf of Shipper at Delivery Point(s) on Transporter's system to:

- a) exceed the average daily Delivery Point Conforming Gas Quality Maximums as set forth in Section 9.3; or
- b) fall below the average daily Delivery Point Conforming Gas Quality Minimums as set forth in Section 9.4.

In this regard, Transporter confirms that it shall accept gas with a nitrogen level of 3.0%, an oxygen level of 0.4%, a Wobbe Index of 1400, and a non-methane hydrocarbon (C2+) constituent compounds level of 12.5%, provided that such gas can be commingled with other gas in Transporter's system such that the commingleds gas will meet the Delivery Point specifications set forth in Sections 9.3 and 9.4.

Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications herein, provided that Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's system; (2) ensure that such gas does not affect Transporter's ability to provide service to its Shippers consistent with the applicable Rate Schedule and these General Terms and Conditions; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its delivery points.

(B) Shipper shall make every reasonable effort to keep the gas tendered for delivery into Transporter's system free of Polychlorinated Biphenyl (PCB).

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP07-443-004 FOURTH REVISED SHEET NO. 70 FOURTH REVISED SHEET NO. 70

Superseding: SUBSTITUTE THIRD REVISED SHEET NO. 70

9.3 Delivery Point Conforming Gas Quality Maximums. The gas to be made available to or on behalf of Shipper at the Delivery Point(s) on Transporter's system, as measured at the applicable monitoring point, shall not exceed any of the following maximum average daily requirements unless Transporter and Delivery Point operator that would be receiving such non-conforming gas otherwise agree:

- a) Heating Value one thousand one hundred ten (1,110) Btu's per cubic foot; and
- b) Wobbe Index one thousand three hundred seventy three (1,373) Btu's per cubic foot through 12/31/2011; one thousand four hundred (1,400) Btu's per cubic foot on and after 1/1/2012; and
- Cricondentherm Hydrocarbon Dew Point fifteen (15) degrees Fahrenheit; and
- d) Non-methane Hydrocarbons (C2+) eight and one-quarter percent (8.25%) by volume through 12/31/2011; twelve percent (12%) by volume on and after 1/1/2012: and
- e) Heavy Hydrocarbons (C4+) one and one half percent (1.5%) by volume; and
- f) Temperature one hundred twenty (120) degrees Fahrenheit; and
- g) Sulfur one and one quarter (1.25) grains per one hundred cubic feet; and
- Hydrogen Sulfide one quarter (0.25) grain per one hundred cubic feet; and
- i) Oxygen two-tenths of one percent (0.2%) by volume; and
- j) Carbon Dioxide two percent (2.0%) by volume; and
- k) Nitrogen and Oxygen two and one-half percent (2.5%) by volume of a combined total of nitrogen and oxygen components through 12/31/2011; two and three-quarters percent (2.75%) by volume of a combined total of nitrogen and oxygen components on and after 1/1/2012; and
- Carbon Dioxide and Nitrogen Not more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components, and
- m) Entrained Water four (4) pounds per million cubic feet, at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch and a temperature of sixty (60) degrees Fahrenheit as determined by dew-point apparatus approved by the National Institute of Standards and Technology or such other apparatus as may be mutually agreed upon; and
- n) Polychlorinated Biphenyl (PCB) one-tenth (0.1) part PCB per billion parts natural gas.

The limitations set forth above in this Section 9.3 shall each apply independently.

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9.4 Delivery Point Conforming Gas Quality Minimums. The gas to be made available to or on behalf of Shipper at the Delivery Point(s) on Transporter's system, as measured at the applicable monitoring point, shall not fall below the following minimum average daily requirements unless Transporter and Delivery Point operator otherwise agree:

- A) Heating Value 967 Btu's per cubic foot; andB) Wobbe Index 1314 Btu's per cubic foot.

9.5 Failure To Conform To Receipt Point Specifications.

If the following conditions have been met:

- A) the gas offered for delivery to Transporter at the Receipt Point(s) fails at any time to conform to any of the specifications set forth in Sections 9.1 and 9.2;
- B) Transporter has notified the delivering party (the "Tendering Party") to adhere to such specifications (Transporter's notification hereunder shall be given in accordance with the Receipt Point Notification Process set forth in Section 9.7); and
- the Tendering Party has not taken immediate action C) to remedy such failure;

then Transporter shall:

- i) notify the Tendering Party of such continuing deficiency and thereupon Transporter may at its option refuse to accept all or part of such gas pending correction by the Tendering Party; or
- ii) choose to accept such gas and may make changes necessary to bring such gas into conformity with such specifications, and the Tendering Party shall reimburse Transporter for any reasonable expense incurred by it in effecting such changes, including charges arising from Section 9.6. Transporter is under no obligation to install gas conditioning or other equipment of any kind which may be necessary to accept such gas.

In no event shall the failure of any gas offered for delivery to Transporter by Shipper or for Shipper's account to conform to any of the specifications set forth in Sections 9.1, 9.2, 9.3, or 9.4 relieve Shipper of Shipper's obligation to pay the Transportation Commodity Charges or any applicable Park and Loan or Hub Service charges and, if applicable, Transportation Demand Charges.

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP07-443-004 FIRST REVISED SHEET NO. 70B FIRST REVISED SHEET NO. 70B Superseding: SUBSTITUTE ORIGINAL SHEET NO. 70B

9.6 Failure to Conform To Delivery Point Specifications.

If the following conditions have been met:

- A) the gas made available to or on behalf of Shipper at the Delivery Point(s) fails at any time to conform to any of the specifications set forth in Sections 9.1, 9.3 and 9.4;
- B) Transporter has posted a notice in accordance with Delivery Point Notification Process set forth in Section 9.8 or the Delivery Point operator receiving the gas at the Delivery Point(s) ("Receiving Party") has notified Transporter of such failure to conform;
- C) Receiving Party has notified Transporter that Transporter must adhere to the applicable Specifications; and
- D) Transporter has not taken immediate action to remedy such failure;

then the Receiving Party shall at its option:

- refuse to accept all or part of such gas pending correction by Transporter; or
- ii) choose to accept such gas and may make changes necessary to bring such gas into conformity with such specifications, and Transporter shall reimburse the Receiving Party for any reasonable expense incurred by it in effecting such changes. The Receiving Party is under no obligation to install gas conditioning or other equipment of any kind which may be necessary to accept such gas.

If Delivery Point operator(s) refuses to accept non-conforming gas for any reason, Transporter reserves the right to curtail previously scheduled service to such Delivery Point pursuant to Section 5. The difference between the Scheduled Equivalent Quantity and the quantity of gas that Delivery Point operator(s) received shall be treated as an imbalance pursuant to Section 6 or the applicable OBA. The foregoing provisions respecting curtailment and treatment of imbalances are provided for purposes of clarification only, and do not enlarge or diminish any rights of Transporter or Shipper set forth elsewhere in this Tariff or that may exist in law or equity.

In no event shall the failure of any gas made available to or on behalf of Shipper at any Delivery Point(s) or Loan Point(s) to conform to any of the specifications set forth in Sections 9.1, 9.2, 9.3, or 9.4 relieve Shipper of Shipper's obligation to pay the Transportation Commodity Charges or any applicable Park and Loan or Hub Service charges and, if applicable, Transportation Demand Charges.

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP07-443-004 ORIGINAL SHEET NO. 70C ORIGINAL SHEET NO. 70C

9.7 Receipt Point Notification Process. If Transporter determines that the gas offered for delivery to Transporter at any Receipt Point fails to comply with the provisions of this Section 9 and that all or part of such receipts can not be accepted, Transporter shall notify the Tendering Party of the non-compliant gas within a reasonably expeditious time period. Such notice may be provided by telephone, E-mail, facsimile, in writing, or on Transporter's website. The notice shall contain the following information:

- A) the time and date the notice is issued;
- B) the effective date of such notice (unless otherwise specified the notice shall be effective immediately);
- C) if the non-compliant gas does not impact Transporter's entire pipeline system, a description of the area in which the notice is in effect;
- D) the specific actions the Tendering Party must take to comply with the notice, including the time frame for compliance; and
- E) any other terms Transporter may reasonably require to ensure the effectiveness of the notice.

9.8 Delivery Point Notification Process. If Transporter determines that the gas offered for delivery to Shipper or on behalf of Shipper at any Delivery Point fails to comply or is expected to fail to comply with the provisions of this Section 9, Transporter shall, within a reasonably expeditious time period, notify the Shipper and Delivery Point operator of the non-compliant gas. Such notice may be provided by telephone, E-mail, facsimile, in writing, or on Transporter's website. The notice shall contain the following information:

- A) the time and date the notice is issued;
- B) the effective date of such notice (unless otherwise specified the notice shall be effective immediately);
- C) if the non-compliant gas does not impact Transporter's entire pipeline system, a description of the area in which the notice is in effect;
- D) applicable gas quality component/attribute;
- E) average or anticipated daily gas quality measurement; and
- F) estimated duration, if known.

Effective Date: 05/15/2003 Status: Effective FERC Docket: RP03-326-000

First Revised Sheet No. 71 First Revised Sheet No. 71 : Effective Superseding: Original Sheet No. 71

10. MEASUREMENT

The volume and the total heating value of the gas delivered to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) shall be determined as follows:

10.1 Unit of Measurement. The unit of gas, for the purpose of measurement, shall be one (1) Mcf.

10.2 Heating Value Per Cubic Foot. The total heating value of the gas per cubic foot shall be determined for any month by chromatographic analysis of a sample of gas collected daily during the month by taking the weighted average of the heating values as recorded each day by a calorimeter or as determined by, or any other method mutually agreed upon by Shipper and Transporter.

10.3 Determination of Dekatherms Delivered. The dekatherms delivered shall be determined by multiplying the Mcf delivered by the ratio of the Btu per cubic foot delivered to 1,000. For purposes of this determination, the specific gravity and heating value shall be determined at approximately the same time.

10.4 Determination of Temperature. The temperature of the gas passing through each meter shall be determined for any day by the continuous use of a temperature recording device so installed that it may properly record the temperature of the gas flowing through each meter. The arithmetical average of the temperature recorded each day shall be used in computing gas quantities.

10.5 Specific Gravity. The specific gravity of the gas shall be determined by calculations based on chromatographic analysis and shall be checked at least once each month, or any other method mutually agreed upon by Shipper and Transporter.

10.6 Deviation From Boyle's Law. The deviation of the natural gas from Boyle's Law shall be determined by the use of the table of formulas published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide and nitrogen, or any superseding applicable tables

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Superseding: Original Sheet No. 72

published by the American Gas Association. Determinations of the molecular percentage of N2 and CO2 in the gas shall be made within thirty (30) days after commencement of deliveries and at least quarterly thereafter. The molecular percentage of N2 and CO2 thus determined will be used to determine the supercompressiblity factors during the ensuing period, with corrections for specific gravity, temperature and pressure.

11. MEASURING EQUIPMENT

11.1 Measuring Station. Transporter will install, maintain and operate at its expense, at or near the Delivery Point(s), a measuring station properly equipped with meters, and other necessary measuring equipment by which the volume of natural gas made available to or on behalf of Shipper shall be measured and determined in accord with Section 9 of these General Terms and Conditions.

(a) Turbine Meters. Turbine meters, where used, shall be installed and operated in accordance with AGA Transmission Measurement Committee Report No. 7, "Measurement of Gas Turbine Meters", applied in a practical and appropriate manner, and gas quantities computed, in accordance with generally accepted industry practices, except that the supercompressibility factor shall be calculated in accordance with Section 10.6 above.

(b) Orifice Meters. Orifice meters, if used, shall be installed and operated, and gas quantities computed, in accordance with AGA Report No. 3, American National Institute ANSI/API 2530, "Orifice Metering of Natural Gas", applied in a practical and appropriate manner, except that the supercompressibility factor shall be calculated in accordance with Section 10.6 above.

(c) Electronic Flow Computers. If the use of electronic or other types of flow computers is mutually agreeable to Transporter and Shipper, they shall be installed, and quantities calculated in accordance with generally accepted industry practices.

(d) New Measurement Techniques. If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002

Second Revised Sheet No. 73 second Revised Sheet No. 73 : Effective Superseding: FIRST REVISED SHEET NO. 73

11.2 Check Measuring Equipment. Shipper may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment at or near any Delivery Point.

11.3 Measurement Statements. Transporter shall prepare monthly measurement statements on or before the fifth (5th) Business Day of each month for all quantities transported by Transporter during the preceding month.

11.4 Right To Be Present. Transporter and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas under any Gas Transportation Contract or Park and Loan Service Contract between Transporter and Shipper. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefor, for inspection and verification, subject to return within thirty (30) days after receipt thereof.

11.5 Care Required. All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered under any Gas Transportation Contract or Park and Loan Service Contract.

11.6 Calibration and Test of Meters. The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by Shipper if the measuring equipment tested is found not to be in error by more than two percent (2%).

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002

First Revised Sheet No. 74 First Revised Sheet No. 74 : Effective Superseding: ORIGINAL SHEET NO. 74

If, upon test, any measuring equipment, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recording of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not to exceed a period of sixteen (16) days.

11.7 Correction Of Metering Errors -- Failure Of Meters. In the event a meter is out of service, or registering inaccurately, the volume of gas delivered shall be determined:

(a) by using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);

(b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or in the absence of both (a) and (b), then;

(c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

11.8 Preservation of Metering Records. Transporter and Shipper shall each preserve for a period of at least three (3) years all test data, charts and other similar records. Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fourth Revised Sheet No. 75 Fourth Revised Sheet No. 75 : Effective Superseding: Third Revised Sheet No. 75

12. GAS RESEARCH INSTITUTE ADJUSTMENT, FERC ANNUAL CHARGE ADJUSTMENT AND DEFERRED ASSET SURCHARGE

12.1 RESERVED FOR FUTURE USE

12.2 ACA Adjustment. The rates set forth in the RTS, ITS, HUB and PAL Rate Schedules shall be adjusted from time to time to reflect the annual charge assessed Transporter by the FERC pursuant to Order No. 472 or any other superseding rule or order.

(a) The current ACA Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which the FERC orders to be effective for the fiscal year commencing on the effective date of the adjustment.

(b) Transporter shall retain all revenues collected under this Section 12.2. Except as provided by this Section 12.2 Transporter shall not have the right to seek to recover in any proceeding under Section 4 (e) of the Natural Gas Act any such costs recorded in its FERC Account No. 928.

(c) The ACA Adjustment shall not apply to volumes parked or loaned by Transporter if such volumes are also transported by Transporter and subject to an ACA rate adjustment charge for such transportation.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000

First Revised Sheet No. 75A First Revised Sheet No. 75A : Effective Superseding: Original Sheet No. 75A

Deferred Asset Surcharge. The rates set forth 12.3 in Rate Schedules RTS, ITS, and HUB shall be adjusted from time to time to reflect the collection by Transporter of the amortization of a deferred regulatory asset (Deferred Asset), comprised of the net of certain operating costs and revenues related to the phasing in of Transporters services during its initial year of operations, plus associated carrying charges, as established and approved by orders of the Federal Energy Regulatory Commission, dated March 11, 1991, May 23, 1991, and December 21, 1992, in Docket Nos. CP89-634-004, et al. Transporter shall be entitled to amortize the beginning Deferred Asset balance of \$3,573,597 over a period of nineteen (19) years commencing November 1, 1992. Transporter shall file with the Federal Energy Regulatory Commission revised tariff sheets and supporting working papers to reflect changes in the Deferred Asset Surcharge, in accordance with this Section 12.3, to become effective November 1 of each year during the 19-year amortization period.

(a) The Deferred Asset Surcharge shall be calculated on an annual basis, for the 12-month period commencing November 1, by dividing the Annual Requirement allocated to each of Transporter's Zones by the corresponding Projected Throughput Quantity assigned to such Zone, such that:

The Annual Requirement shall equal the sum of: (i) \$188,084, representing one year's amortization of the Deferred Asset; (ii) the aggregate of monthly carrying charges for the surcharge year, computed in accordance with paragraph (b) of this Section 12.3; and (iii) any adjustment (positive or negative) representing the net cumulative difference between each prior years Annual Requirement, used as the basis for a previously effective Deferred Asset Surcharge, and the recalculation of such prior years Annual Requirement pursuant to paragraph (c) of this Section 12.3.

The Annual Requirement shall be allocated to Transporter's Zones pursuant to the interzone allocation factors used in deriving Transporter's then-effective rates.

The Projected Throughput Quantity attributable to each of Transporter's Zones shall equal the product of (i) the sum of the demand entitlements of all firm Shippers for such Zone under long-term contracts (more than 30 days) as of the date of the filing; multiplied by (ii) the applicable load factor used in deriving Transporter's then-effective rates.

Effective Date: 03/24/2000 Status: Effective FERC Docket: RP94-72-012 Second Revised Sheet No. 75B Second Revised Sheet No. 75B : Effective Superseding: First Revised Sheet No. 75B

GENERAL TERMS AND CONDITIONS (Continued)

(b) Carrying charges shall be computed on the unamortized ending monthly Deferred Asset balance, net of the unamortized portion of associated deferred income taxes. Associated deferred income taxes shall be computed using the composite income tax rate used in deriving Transporter's theneffective rates. Carrying charges shall be computed at an interest rate equal to the weighted-average cost of debt percentage used in deriving Transporter's then-effective rates.

(c) For purposes of reflecting an adjustment in a current year's Annual Requirement, a prior year's Annual Requirement shall be recalculated to reflect any change in Transporter's interzone allocation factors, Transporter's weighted-average cost of debt, Transporter's imputed composite income tax rate, or Transporter's system load factor, if, and to the extent that, such changed components were used to derive Transporter's effective rates during such prior year, or were otherwise reflected in Transporter's rates and charges for such prior year pursuant to a final, non-appealable order issued by the Federal Energy Regulatory Commission in a Section 4 rate proceeding.

12.4 RESERVED FOR FUTURE USE.

Effective Date: 07/01/2004 Status: Effective FERC Docket: RP03-589-001 Fourth Revised Sheet No. 75C Fourth Revised Sheet No. 75C : Effective Superseding: Third Revised Sheet No. 75C

GENERAL TERMS AND CONDITIONS (Continued)

12.5 RESERVED FOR FUTURE USE

Effective Date: 07/01/2004 Status: Effective FERC Docket: RP03-589-001 First Revised Sheet No. 75D First Revised Sheet No. 75D : Effective Superseding: Sub. Original Sheet No. 75D

RESERVED FOR FUTURE USE

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-000

First Revised Sheet No. 75E First Revised Sheet No. 75E : Effective Superseding: Original Sheet No. 75E

12.6 Voluntary Contributions to GRI. Shippers may make voluntary contributions to Gas Research Institute ("GRI"). Such contributions will be collected by the Transporter through a "check the box" approach, reflected on its invoices. Shippers wishing to make a voluntary contribution to GRI during any given month shall fill out the election form (which shall be made available via the Internet) and shall remit such voluntary contribution to Transporter as specified on that form. Contributing Shippers shall specify the amount they are voluntarily contributing to GRI and may specify the projects or project areas to be funded. The amounts collected pursuant to the "check the box" procedure will not be part of Transporter's rates, and the Commission will not review or approve any such amounts or projects. Within fifteen (15) days of the receipt of any voluntary contributions, Transporter shall remit to GRI the amounts collected, and shall indicate to GRI the amounts applicable to specific projects or project areas, if so indicated by Shippers.

Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-161-007

Fourth Revised Sheet No. 76 Fourth Revised Sheet No. 76 : Effective Superseding: SUBSTITUTE THIRD REVISED SHEET NO. 76

13. BACKHAUL AND EXCHANGE TRANSPORTATION

Transporter will provide Backhaul and Exchange Transportation service pursuant to Rate Schedule RTS at rates to be negotiated between zero and the applicable Maximum Transportation Commodity Rate and zero and the applicable Maximum Transportation Demand Rate, and will provide Backhaul and Exchange Transportation service pursuant to Rate Schedule ITS at rates to be negotiated between zero and the applicable Maximum Transportation Commodity Rate, as such rates are set forth on Sheet No. 4 of Transporter's currently effective FERC Gas Tariff. Backhaul and Exchange Transportation service on a no-fee basis shall be available where such service is mutually beneficial to both Shipper and Transporter and provides substantially equal benefits to both parties. Examples of Backhaul and Exchange Transportation service which may be beneficial to Transporter include Backhaul and Exchange Transportation service which, under then existing operating conditions, will assist in elimination of capacity bottlenecks and improve Transporter's ability to transport gas. Backhaul and exchange service shall be available on a non-discriminatory basis.

14. BILLINGS AND PAYMENTS

14.1 Monthly Billing Date. The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, timestamped, and delivered to the designated site. All amounts due from Shipper for the preceding month should be determined according to the measurement, computations and charges provided in this Tariff, the Gas Transportation Contract, and any Park and Loan Service Contract between Transporter and Shipper. At points where OBA's exist, invoiced quantities shall be based on scheduled quantities.

14.2 Monthly Payment Date. Shipper shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds therefrom on or before the twentieth (20th) day of each month, the full amount billed by Transporter to Shipper under Section 14.1 for the immediately preceding month. Such payment shall not be considered overdue if the twentieth (20th) day of the month is a Saturday, Sunday, or National Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 FIRST REVISED SHEET NO. 76A FIRST REVISED SHEET NO. 76A Superseding: ORIGINAL SHEET NO. 76A

Holiday, and Transporter receives payment on the next succeeding Business Day.

If presentation of bills by Transporter is delayed after the 9th Business Day after the end of the production month, then the Shipper's monthly payment due date shall be extended accordingly unless Shipper is responsible for such delay. Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 THIRD REVISED SHEET NO. 77 THIRD REVISED SHEET NO. 77 Superseding: SECOND REVISED SHEET NO. 77

- 14.3 Remedies For Nonpayment.
 - (a) Charge For Late Payment:

Should Shipper fail to pay any or all of the amount of any bill as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment which shall be included by Transporter on the next regular monthly bill rendered to Shipper. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the bill, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the applicable rate of interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

Transporter may waive the interest on a Late Payment made within five Business Days of the due date where Shipper has diligently paid its prior bills on time, and lateness in payment is of a nonrecurring nature.

(b) Suspension Of Service:

If such failure to pay continues for thirty (30) days after payment is due, Transporter, in addition to any other remedy it may have under the Gas Transportation Contract or any Park and Loan Service Contract, may, after any required application to and authorization by the FERC, suspend further transportation of

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000

First Revised Sheet No. 78 First Revised Sheet No. 78 : Effective Superseding: Original Sheet No. 78 gas or park and loan service until such amount is paid; provided, however, that Transporter shall notify Shipper and, if required, the FERC in writing twenty (20) days and ten (10) days prior to such suspension that continued failure to pay will result in suspension of service.

(c) Termination Of Contract:

If such default continues for thirty (30) additional days, Transporter may thereafter, in addition to any other remedy it may have under a Gas Transportation Contract or Park and Loan Service Contract, terminate said contract in accordance with the provisions of Section 21 hereof, subject to any appropriate regulatory authorization; provided, however, that Transporter shall notify Shipper and, if required, the FERC in writing twenty (20) days and ten (10) days prior to such action that continued failure to pay will result in termination of said contract.

(d) Good Faith Disputes:

If Shipper in good faith shall dispute the amount of any bill or part thereof and shall pay to Transporter such amounts as it concedes to be correct, and at any time within thirty (30) days after a demand made by Transporter shall furnish good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to seek to suspend further delivery of gas nor terminate the Gas Transportation Contract or Park and Loan Service Contract as outlined above unless and until default be made in the conditions of such bond.

(e) Adjustment Of Underpayment, Overpayment Or Error In Billing:

If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Gas Transportation Contract or Park and Loan Service Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, Transporter shall refund the amount of any such overcharge, and Shipper shall pay the amount of any such undercharge; provided, however, that interest calculated in accordance with

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002

Second Revised Sheet No. 79 Second Revised Sheet No. 79 : Effective Superseding: FIRST REVISED SHEET NO. 79

Section 14.3(a) shall apply to any undercharge not paid and to any overcharge not returned within thirty (30) days from the date of Transporter's notification to Shipper of the amount of the undercharge or overcharge. Measurement data corrections should be processed within 6 months of the production month with a 3month rebuttal period. The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. These standards shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(f) Right Of Examination:

Both Transporter and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under or pursuant to the provisions of this Tariff, the Gas Transportation Contract, or the Park and Loan Service Contract between Transporter and Shipper.

15. POSSESSION OF GAS

15.1 Control and Possession. As between the parties to the Gas Transportation Contract, Transporter shall be deemed to be in control and possession of the gas deliverable thereunder from the time it is delivered to Transporter at the Receipt Point(s) until it shall have been made available to or on behalf of Shipper at the Delivery Point(s). Prior to the time such gas is delivered to Transporter at the Receipt Point(s) and after such gas is made available to or on behalf of Shipper at the Delivery Point(s), Shipper shall be deemed to be in control and possession thereof.

As between the Parties to the Park and Loan Service Contract, Transporter shall be deemed to be in control and

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Second Revised Sheet No. 79A Second Revised Sheet No. 79A : Effective Superseding: First Revised Sheet No. 79A

possession of the gas (1) that is parked pursuant to Rate Schedule PAL from the time it is delivered to Transporter at a Parking Point(s) until it shall have been made available to or on behalf of Shipper at that point(s); and (2) that is loaned pursuant to Rate Schedule HUB or PAL prior to the time that the gas is made available to Shipper at a Loan Point(s) and after Shipper redelivers the gas to Transporter at that point(s). Prior to the time gas subject to park and loan service is delivered to Transporter at a Parking Point(s) and after such gas is made available to or on behalf of Shipper at that point(s), or after gas loaned to Shipper is made available to Shipper at a Loan Point(s), and before it is redelivered to Transporter, Shipper shall be deemed in control and possession thereof.

15.2 Responsibility. Shipper shall have no responsibility with respect to any gas deliverable under a Gas Transportation Contract, Hub Service Contract or Park and Loan Service Contract after it is delivered to Transporter at the Receipt Point(s) or Parking Point(s), or after it is delivered to Transporter at a Loan Point(s) as a payback of a loan, until it is made Available to or on behalf of Shipper at the Delivery Point(s) or Parking Point(s), or on account of anything which may be done, happen or arise with respect to such gas after it is delivered to Transporter at the Receipt Point(s), Parking Point(s) or Loan Point(s) and before it is made available to or on behalf of Shipper at the Delivery Point(s) or redelivered to the Shipper at the Parking Point(s); and Transporter shall have no responsibility with respect to such as before it is delivered to Transporter at the Receipt Point(s) or Parking Point(s) or after it is made available to or on behalf of Shipper at the Delivery Point(s) or Loan Point(s); or redelivered to Shipper at the Parking Point(s) or on account of anything which may be done, happen or arise with respect to such gas before it is delivered to Transporter at the Receipt Point(s) or Parking Point(s), or made available to Transporter as a payback of a loan, and after it is made available to or on behalf of Shipper at the Delivery Point(s) or Loan Point(s) or redelivered to Shipper at the Parking Point(s).

15.3 Right to Commingle. From the time gas is delivered to Transporter at the Receipt Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in Transporter's natural gas transmission system. Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002 Original Sheet No. 79B Original Sheet No. 79B : Effective

16. WARRANTY OF TITLE TO GAS

Except as otherwise provided herein, it is expressly understood that title to all natural gas tendered to Transporter at the Receipt Point(s) for transportation or at a Parking Point for parking service shall be held by Shipper. It is further understood that Shipper will indemnify Transporter and

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-004

Fourth Revised Sheet No. 80 Fourth Revised Sheet No. 80 : Effective Superseding: Third Revised Sheet No. 80

save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all persons to the said gas or to royalties, taxes, license fees or charges thereon resulting from breach of this warranty.

In addition, except as otherwise provided herein, it is expressly understood that Transporter will have title to any gas loaned to Shipper pursuant to Rate Schedules HUB or PAL. It is further understood that Transporter will indemnify Shipper and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all persons to the said gas or to royalties, taxes, license fees or charges thereon resulting from breach of this warranty.

Transporter hereby expressly disclaims that it has or will have title to any gas to be transported to or on behalf of Shipper or to be parked by Shipper pursuant to Rate Schedule PAL.

17. OPERATING INFORMATION AND ESTIMATES

17.1 Shipper To Provide Information. Shipper shall endeavor to provide Transporter with all information and material in the possession of or reasonably accessible to Shipper and required by Transporter to calculate and verify Shipper's Input Quantity, Injected Quantity and/or Withdrawal Quantity and the quantity of gas taken by Shipper at the Delivery Point(s), redelivered by Transporter to Shipper at the Parking Point(s) or redelivered by Shipper to Transporter at the Loan Point(s) each day and to calculate and verify the gross heating value, the quality specifications, and the components of such quantities each day.

Effective Date: 12/17/2004 Status: Effective FERC Docket: RP05- 75-000

Second Revised Sheet No. 81 Second Revised Sheet No. 81 : Effective Superseding: First Revised Sheet No. 81

17.2 Good Faith Estimates. At Transporters request, any Shipper which has executed a Gas Transportation Contract with Transporter wherein Transporter agrees to transport gas on behalf of Shipper will furnish to Transporter good faith estimates of the daily, monthly and annual quantities of natural gas which Shipper desires Transporter to transport for Shipper for at least two (2) years in advance. Such estimates will be used for planning purposes and will not substitute for the nomination procedures outlined above. The information provided pursuant to this section shall not be made available to energy affiliates which are engaged in the marketing of gas unless the information is posted simultaneously on Transporters Electronic Bulletin Board.

18. OTHER OPERATING CONDITIONS.

18.1 Minimum Quantity Meterable. In no event shall Transporter be required to accept a request for transportation or park and loan service for a quantity of gas which Transporter cannot meter with reasonable accuracy at the Receipt or Delivery Point(s) or Parking or Loan Point(s) for which Shipper is requesting service. If Shippers request for transportation or park and loan service involved a quantity which Transporter cannot meter with reasonable accuracy at the requested Receipt or Delivery Point(s) or Park and Loan Point(s), Transporter will promptly so inform Shipper and advise Shipper of the minimum quantity that can be metered with reasonable accuracy at the proposed Points.

18.2 Coordination With Other Parties. Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) or Parking Point(s) where natural gas is delivered to Transporter by Shipper or for Transporters system operations and coordinated with Transporters dispatchers.

18.3 Facilities To Be In Place Prior To Request. Transporter shall not be required to render transportation service on behalf of Shipper in the event that all facilities necessary to render such service do not exist at the time such service is requested.

Effective Date: 05/01/1996 Status: Effective FERC Docket: RP96-187-000

Second Revised Sheet No. 82 Second Revised Sheet No. 82 : Effective Superseding: First Revised Sheet No. 82 18.4 Reimbursement of Costs. Shipper shall reimburse Transporter:

(a) For the costs of any facilities, other than facilities included in Transporter's general system, installed by Transporter with Shipper's consent to receive, measure, transport or deliver natural gas for the account of Shipper;

(b) For filing fees required in connection with the Gas Transportation Contract(s) or a Park and Loan Service Contract between Transporter and Shipper that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction, exclusive of generally applicable regulatory fees necessary for rendition of Transporter's service generally to all customers; and

(c) For any and all occupation, sales tax, user fee, or taxes or fees similar in nature or equivalent in effect which are now or hereafter imposed or assessed against Transporter by any lawful authority as a result of the transportation of natural gas pursuant to the Gas Transportation Contract(s) or the parking or loan of gas pursuant to a Park and Loan Service Contract between Transporter and Shipper, and which the Commission has determined, after a Section 4 rate filing, to be directly assignable to the specific service to be rendered by Transporter on behalf of Shipper thereunder.

Any reimbursement due Transporter by Shipper pursuant to this Section 18.4 shall be due and payable to Transporter within ten (10) days of receipt by Shipper of Transporter's invoice(s) for same. Transporter shall give Shipper notice of any new or changed reimbursement under Section 18.4(c) as soon as practicable after such new or changed reimbursement becomes effective.

18.5 Shipper To Comply With All Terms. Transporter shall not be required to render service on behalf of any Shipper which on any day fails to comply with any or all of the terms of the Gas Transportation Contract(s) or a Park and Loan Service Contract, as applicable, between Transporter and Shipper. Transporter may terminate service prior to the expiration of a contract term only in the event of nonpayment by Shipper in accordance with the provisions of Section 14.4 (c) of these General Terms and Conditions or pursuant to the provisions of Sections 3.6 or 21.4 of these General Terms and Conditions.

Effective Date: 09/01/1993 Status: Effective FERC Docket: RS92- 17-004

Original Sheet No. 83 Original Sheet No. 83 : Effective

19. CONSTRUCTION OF LATERAL FACILITIES POLICY

Transporter may invest in lateral and appurtenant facilities necessary to increase service to existing Shippers or to allow Transporter to provide service to a new Shipper on a non-discriminatory basis under the following conditions:

> (a) Annual service revenues generated from such new or increased service shall be sufficient to at least equal the cost of service associated with such facilities. Such cost of service shall be calculated to include, without limitation, the following:

- the cost of service associated with transporting gas to the proposed facilities on Transporter's mainline;
- (ii) the incremental operating expenses Transporter may incur in operating the proposed facilities, including but not limited to administrative, operation and maintenance, and ad valorem and other taxes consistent with those reflected in Transporter's most recent rate filing;
- (iii) the estimated capital cost of the proposed facilities, which shall be calculated using the following objective criteria: the cost of materials shall be estimated based on recently obtained quotes from major industry recognized materials sources, and the cost of construction will be estimated based on per-mile construction costs experienced by Transporter during construction in areas with similar geographical, geological and demographic characteristics, adjusted for the year of the proposed construction and any sitespecific characteristics, which capital costs shall be assumed to be depreciated over the life of the proposed new service; and,

Effective Date: 07/01/1995 Status: Effective FERC Docket: RP94-72-006 First Revised Sheet No. 84 First Revised Sheet No. 84 : Effective

Superseding: ORIGINAL SHEET NO. 84

GENERAL TERMS AND CONDITIONS (Continued)

- (iv) a carrying charge on all capital costs for the proposed facilities equal to the pretax overall rate of return reflected in Transporter's most recent rate filing.
- (b) The facilities will not increase or decrease Transporter's main line capacity or compromise the integrity of Transporter's pipeline system.
- (c) The necessary authorizations are obtained from governmental bodies.

Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Nothing in this policy statement shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown.

20. IMPAIRMENT OF DELIVERIES

20.1 Force Majeure. Service under this Tariff may be interrupted or curtailed for reasons of force majeure, and Transporter shall give Shipper notice as soon as reasonably possible of such interruption or curtailment.

20.2 Routine Repair and Maintenance. Transporter shall have the right to interrupt or curtail service in whole or in part on all or a portion of its system from time to time to perform routine repair, maintenance, and other construction or testing procedures on Transporter's system as necessary to maintain operational capability on Transporter's system or to comply with applicable regulatory requirements. Transporter shall exercise due diligence to schedule such activity so as to minimize disruptions of service to Shippers.

Effective Date: 12/04/2005 Status: Effective FERC Docket: RP06- 84-000 Second Revised Sheet No. 84A Second Revised Sheet No. 84A : Effective Superseding: First Revised Sheet No.84A

GENERAL TERMS AND CONDITIONS (Continued)

(a) Annual Notices. No later than each March 31, Transporter will post on its Internet website and in downloadable file format a projection of routine repair, maintenance, and other construction or testing procedures scheduled for the upcoming year, from April 1 through March 31, which are likely to affect Transporter's System Capacity. Transporter may in good faith modify the projected schedule in any manner, at any time during such year, and will provide notice of any change in the schedule as soon as possible after deciding to make such a change. Transporter will have no liability if actual activity does not conform to the projected annual schedule.

(b) Monthly Notices. At least ten (10) days prior to the first day of each month, Transporter will post on its Internet website and in downloadable file format a schedule of repair, maintenance and other construction or testing procedures for such month which are likely to affect Transporter's System Capacity. Such notice will include an estimate of the duration of the activity. Transporter will have no liability if it must modify the schedule or perform additional unscheduled routine repair, maintenance and other construction or testing procedures during the month.

20.3 Make-up Service. In the event interruption or curtailment occurs, Shipper shall be given the opportunity on a subsequent day or days to make-up such loss of service provided that such make-up service shall not preclude or interfere with the service priorities set forth in Section 4. In the event such make-up service is provided, Shipper shall be obligated to pay the Transportation Commodity Charge for such service under the applicable Rate Schedule.

21. FORCE MAJEURE AND REMEDIES

21.1 Relief From Liability. Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any event constituting force majeure and, except as otherwise

Effective Date: 09/01/1993 Status: Effective FERC Docket: RS92- 17-004 Original Sheet No. 85 original Sheet No. 85 : Effective

Original Sheet NO. 05 Original Sheet No. 85 : Ellective

provided in Section 21.2 the obligations of Transporter and Shipper shall be excused during the period thereof to the extent affected by such events of force majeure. The term "force majeure" shall mean acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the Gas Transportation Contract between Transporter and Shipper or some person or concern not a party thereto, which is not within the control of the party claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of finances be construed to constitute force majeure.

21.2 Liabilities Not Relieved. Such causes or contingencies affecting the performance of said Gas Transportation Contract by either party, 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 remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said contract relieve either party from its obligations to make payments of amounts then due thereunder or relieve Shipper from its obligation to pay the applicable demand charge thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on. Shipper's obligation to pay applicable demand charges shall not be suspended by any failure of Transporter to deliver gas to or on behalf of Shipper for any reason or cause whatsoever, whether or not described in this

Effective Date: 07/31/1995 Status: Effective FERC Docket: RP95-406-000 First Revised Sheet No. 86 First Revised Sheet No. 86 : Effective Superseding: ORIGINAL SHEET NO. 86

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GENERAL TERMS AND CONDITIONS (Continued)

Section 21, except in the event that such failure is caused by the negligence or intentional misconduct of Transporter.

Transporter shall be obligated to refund demand charges collected from firm shippers applicable to days in which firm service is interrupted, if and to the extent that Transporter is reimbursed for such demand charges through insurance proceeds and such shipper is not recompensed for such demand charges through any other primary insurance. Such refunds shall be computed by allocating to each firm shipper for which service was interrupted a pro rata share of the attributable insurance proceeds received by Transporter based on the proportion that the eligible amount of each such shipper's affected demand charge payments bears to the sum of the eligible amounts of all such shippers' affected demand charge payments. The affected demand charge payments for each shipper shall be computed by multiplying the daily applicable Transportation Demand Rate by the quantity of gas not delivered by reason of the interruption in firm service, not to exceed such shipper's Maximum Input Quantity. The eligible amount of such affected demand charge payments shall be the portion of the affected demand charge payments for which the shipper is not eligible to be recompensed through other primary insurance. For purposes of this paragraph, the applicable daily Transportation Demand Rate shall be determined by multiplying the Transportation Demand Rate applicable to the service that was interrupted by twelve (12) and dividing the product by 365. Nothing herein shall obligate a firm shipper to maintain primary insurance which recompenses it, in whole or in part, for demand charges paid on days when Transporter interrupts service.

21.3 Unavailability Of Firm Capacity. In the event Transporter is unable, wholly or in part, to make capacity available for transportation of the Maximum Input Quantities to which all Shippers are entitled under their Gas Transportation Contracts with Transporter on any day, then Shipper shall be entitled to such proportion of the total impaired transportation capacity as the sum of Shipper's Maximum Input Quantities for firm transportation service

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000

First Revised Sheet No. 86A First Revised Sheet No. 86A : Effective Superseding: Original Sheet No. 86A bears to the sum of the total Maximum Input Quantities for firm transportation service of all Shippers affected by the impairment of transportation capacity. Transporter shall not bear any liability for any curtailment of service to Shipper undertaken pursuant to the provisions of this Section 21.3 due to one or more of the causes stated in Section 21.1 or to routine maintenance of Transporter's system. To the extent that curtailment is caused by a matter described in Section 21.2, any liability that Transporter may have shall be limited to that set forth in that section.

21.4 Termination Of Gas Transportation Contract or Park and Loan Service Contract. If either Transporter or Shipper shall fail to perform any of the material covenants or obligations imposed upon it by the Gas Transportation Contract or a Park and Loan Service Contract, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes within said period of thirty (30) days, the contract shall terminate; provided, however, that no termination shall occur if the party in default has initiated action to cure such material default but, despite its best efforts, has been

Effective Date: 05/01/1996 Status: Effective FERC Docket: RP96-187-000

Second Revised Sheet No. 87 Second Revised Sheet No. 87 : Effective Superseding: First Revised Sheet No. 87 unable to complete cure within such thirty (30) day period and is continuing its action to complete cure in good faith beyond the end of the thirty (30) day period. Except as specifically set forth in Article V of the Gas Transportation Contract(s) or Park and Loan Service Contract between Transporter and Shipper, the termination or cancellation of any Gas Transportation Contract or Park and Loan Service Contract shall be pursuant to the provisions of this paragraph, shall be without prejudice to the right of Transporter to collect any amounts then due to it for services rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any services which have not been rendered but for which Shipper has paid prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract. Nothing in this Section 21.4 shall affect any rights or obligations which the parties may have with respect to Section 7(b) of the Natural Gas Act.

22. NOTICES AND COMMUNICATION

Any communication, notice, request, demand, statement or bill provided for in this Tariff, in a Gas Transportation Contract or in a Park and Loan Service Contract, or any notice which either Transporter or Shipper may desire to give to the other, that is offered in writing in lieu of transmittal via Transporter's Electronic Bulletin Board, shall be considered as duly presented, rendered, or delivered when sent, if sent by telegram, cable, telecopy or telex; or, if sent by express mail service, shall be considered as duly presented one day after mailing; or, if prepaid registered or ordinary mail, shall be considered as duly presented five (5) days after mailing. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate. Effective Date: 11/26/2008 Status: Effective FERC Docket: RP09-109-000 FIFTH REVISED SHEET NO. 88 FIFTH REVISED SHEET NO. 88 Superseding: FOURTH REVISED SHEET NO. 88

GENERAL TERMS AND CONDITIONS (Continued)

22A. COMPLIANCE WITH THE STANDARDS OF CONDUCT RULE

1. Standards of Conduct for Transmission Providers (18 CFR 358)

Transporter shall post on its Internet Website its procedures for implementation of and compliance with the Commission's Standards of Conduct regulations. All information required to be posted pursuant to such regulations, including but not limited to, the names and addresses of all affiliates that employ or retain Marketing Function Employees, job titles and job descriptions of Transporter's Transmission Function Employees and contact information for Transporter's Standards of Conduct Chief Compliance officer shall be provided on Transporter's Internet Website under Informational Postings. Such information shall be updated as required by applicable regulation(s) issued by the Commission.

2. Complaint Resolution Procedures (18 CFR 250.16)

Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives.

A formal complaint concerning any transportation services offered by Transporter must specifically state that it is a complaint under Transporter's Standards of Conduct and should be communicated, preferably in writing, to Transporter's Standards of Conduct Chief Compliance Officer, at One Corporate Drive, Suite 600, Shelton, Connecticut 06484. Transporter will respond initially to the complaint within 48 hours and in writing within 30 days.

In addition, any person desiring information on the availability, pricing or other terms of Transporter's transportation service should call the Marketing, Development & Commercial Operations Department at (203) 925-7200.

Effective Date: 11/01/1994 Status: Effective FERC Docket: MT95- 2-000 First Revised Sheet No. 89 First Revised Sheet No. 89 : Effective Superseding: Original Sheet No. 89

[Sheet No. 89 reserved for future use.]

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000

Second Revised Sheet No. 90 Second Revised Sheet No. 90 : Effective Superseding: First Revised Sheet No. 90 23. MODIFICATION

No modification of the terms and provisions of a Gas Transportation Contract or Park and Loan Service Contract shall be made except by the execution of written contracts signed by Transporter and Shipper.

24. NONWAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of a Gas Transportation Contract, Park and Loan Service Contract, the General Terms and Conditions or the applicable Rate Schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character. This provision shall not be interpreted as providing Transporter or Shipper with any powers or authorizations to grant or deny waivers over and above such powers as provided under the Commission's regulations and standard contract law.

25. SCHEDULES AND CONTRACT SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Gas Transportation Contract(s) and/or Park and Loan Service Contract are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000

First Revised Sheet No. 91 First Revised Sheet No. 91 : Effective Superseding: Original Sheet No. 91

26. DESCRIPTIVE HEADINGS

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

27. INCORPORATION IN RATE SCHEDULES AND GAS TRANSPORTATION CONTRACTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules, Gas Transportation Contracts and Park and Loan Service Contracts.

28. CAPACITY RELEASE PROVISIONS

28.1 Purpose. This Section 28 sets forth the specific terms and conditions applicable to Transporter's implementation of the capacity release program, as provided by Order Nos. 636 and 636-A.

28.2 Definitions. For purposes of this Section 28, the following definitions shall apply:

(a) Releasing Shipper. The term "Releasing Shipper" shall mean any Shipper that has executed a Gas Transportation Contract for Firm Reserved Service with Transporter and that elects to release, on a temporary or permanent basis, all or a portion of its firm capacity rights on Transporter's system, to another Shipper under the terms and conditions set forth in this Section 28;

(b) Replacement Shipper. The term "Replacement Shipper" shall mean any Shipper that executes a Gas Transportation Contract in the form prescribed by this Tariff, acquiring capacity rights from a Releasing Shipper;

(c) Prearranged Replacement Shipper. The term "Prearranged Replacement Shipper" shall mean a Shipper that has reached an agreement with a Releasing Shipper to acquire its released capacity prior to the time that the Releasing Shipper submits its Release Notice to Transporter in accordance with the provisions of this Section 28;

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000

TENTH REVISED SHEET NO. 92 TENTH REVISED SHEET NO. 92 Superseding: SUBSTITUTE NINTH REVISED SHEET NO. 92

(d) Successful Bidder. The term "Successful Bidder" shall mean the Shipper that Transporter determines submitted the highest bid in accordance with the criteria specified in Sections 28.9 of this Tariff.

(e) Release Notice. The term "Release Notice" shall mean the notice that a Releasing Shipper provides to Transporter in accordance with the provisions of Section 28.6 of this Tariff; and

(f) Capacity Release Offer Report or CROR. The terms "Capacity Release Offer Report" or "CROR" shall mean a report generated by Iroquois' EBB outlining the information proprietary to a specific release of capacity.

(g) Retail Choice Program or RCP. The terms "Retail Choice Program" or "RCP" shall mean a state-regulated program described in 18 CFR §284.8(h)(4) of the Commission's Regulations.

(h) Asset Management Agreement or AMA. The terms "Asset Management Agreement" or "AMA" shall mean an agreement between Releasing Shipper and Replacement Shipper that meets the requirements of 18 CFR §284.8 (h)(3). Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Original Sheet No. 92A original Sheet No. 92A : Effective

28.3 Applicability. This Section 28 is applicable to any Releasing Shipper transporting under Part 284 of the FERC's Regulations, 18 C.F.R. Part 284, that has executed a Gas Transportation Contract for Firm Reserved Service. Subject to the terms of this Section 28, a Releasing Shipper shall have the right to release any portion of its firm capacity on a temporary or permanent basis along any segment of Transporter's pipeline system located between the Primary Receipt Point and the Primary Delivery Point, as set forth in the Gas Transportation Contract between the Releasing Shipper and Transporter, but only to the extent that the capacity so released is acquired pursuant to the provisions of this Section 28. A shipper who desires to release firm capacity outside their primary path, but within the same zone, may do so by first requesting a change of primary points pursuant to Sections 7.2 and 7.4 of this Tariff's General Terms and Conditions.

A Replacement Shipper may re-release firm capacity it has acquired to a secondary Replacement Shipper pursuant to the same terms and conditions set forth in this Section 28 applicable to a Releasing Shipper. Unless otherwise indicated in the capacity release offer, a Replacement Shipper shall have the right to request a change of primary points to points outside their primary path, but within the same zone, pursuant to sections 7.2 and 7.4 of this Tariff's General Terms and Conditions.

This Section is also applicable to offers by Shippers to assume or acquire capacity pursuant to Section 28.13 of this Tariff.

28.4 Minimum and Maximum Release Provisions. The following minimum and maximum release provisions shall apply. Any release of capacity under this Section 28 must be for a period of at least one (1) day. The maximum term of any release of firm capacity shall not exceed the term of Releasing Shipper's Gas Transportation Contract. The maximum volume of Capacity released may not exceed on a daily basis or over the term of the Replacement Shipper's Gas Transportation Contract the Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 SEVENTH REVISED SHEET NO. 93 SEVENTH REVISED SHEET NO. 93 Superseding: SIXTH REVISED SHEET NO. 93

GENERAL TERMS AND CONDITIONS (Continued)

maximum capacity to which the Releasing Shipper has a right under its Gas Transportation Contract.

28.5 Exceptions To Release Notice, Bidding and Allocation Requirements of This Section 28. To qualify for exceptions to the Release Notice, bidding, and allocation requirements, the Replacement Shipper must have executed a Blanket Gas Transportation Contract for Firm Reserved Service with Replacement Shippers pursuant to Section 28.11. Once all contractual requirements have been met, the Releasing Shipper shall notify Transporter of the terms of the proposed release transaction via Transporter's Electronic Bulletin Board, or via EDI, in accordance with that part of the timeline set forth in Section 28.6(a) applicable to prearranged deals not subject to bid. Transporter shall endeavor, but shall not be obligated to administer Release Notices received in writing, and any such notice must be received by Transporter at least one Business Day prior to the desired nomination date. The Releasing Shipper's notice to Transporter shall include all information listed in Section 28.6(c)(i) -(vii), as well as any other relevant terms of the proposed release transaction. A CROR relevant to the Blanket Gas Transportation Contract with Replacement Shipper may then be obtained from Transporter's EBB. The CROR shall be activated and available for nomination in accordance with the timeline set forth in Section 28.6(a).

A Releasing Shipper shall not rollover, extend or in any way continue such a release unless (i) it satisfies the criteria specified in Section 28.5(b) or Section 28.5(c), or (ii) it posts a Release Notice and follows the bidding and allocation requirements of this Section 28. A Releasing Shipper may not use the terms of this Section 28.5(a) to re-release capacity on the same Segment of the pipeline to a Prearranged Replacement Shipper to which it has released capacity under the terms of Section 28.5(a) until twenty-eight (28) days after the earlier release period under this Section 28.5(a) has ended, unless the Releasing Shipper (i) satisfies the criteria specified in Section 28.5(b) or Section 28.5(c), or (ii) it posts a Release Notice and follows the bidding and allocation Effective Date: 06/06/2004 Status: Effective FERC Docket: RP04-297-000 Fourth Revised Sheet No. 93A Fourth Revised Sheet No. 93A : Effective Superseding: Third Revised Sheet No. 93A

requirements of this Section 28. Nothing in the proceeding sentence shall preclude a Releasing Shipper from releasing capacity on a different segment of the pipeline, which does not utilize or overlap the segment on which capacity previously was released, to such Prearranged Replacement Shipper during the twenty-eight (28) day restricted period.

In the following situations, the Releasing Shipper will not be required to post a Release Notice or to comply with the bidding and allocation requirements of Section 28.6, 28.7, 28.8, and 28.9 of this Tariff:

(a) Capacity Releases to Prearranged Replacement Shippers for thirty-one (31) days or less. If a Releasing Shipper has found a Prearranged Replacement Shipper willing to acquire released capacity for a term equal to or less than thirty-one (31) days, the Releasing Shipper may, but need not, post a Release Notice or comply with the bidding and allocation requirements of this Section 28.

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 SEVENTH REVISED SHEET NO. 94 SEVENTH REVISED SHEET NO. 94 Superseding: SIXTH REVISED SHEET NO. 94

GENERAL TERMS AND CONDITIONS (Continued)

(b) Capacity Releases to Prearranged Replacement Shippers Offering to Pay the Maximum Rate that Transporter is Authorized to Charge. If a Releasing Shipper has found a Prearranged Replacement Shipper willing to acquire the full amount of the capacity released at not less than the maximum rate Transporter is authorized to charge for a term of greater than one (1) year, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements of this Section 28.

(c) Capacity Releases to Prearranged Replacement Shippers pursuant to an AMA or RCP. If a Releasing Shipper has found a Prearranged Replacement Shipper willing to acquire the full amount of the capacity released pursuant to an AMA or RCP, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements of this Section 28.

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 EIGHTH REVISED SHEET NO. 95 EIGHTH REVISED SHEET NO. 95 Superseding: SEVENTH REVISED SHEET NO. 95

28.6 Notice by Releasing Shipper of its Election to Release Capacity and Timeline for Capacity Releases. Any Releasing Shipper that elects to release all or a portion of its firm capacity rights must provide Transporter with a Release Notice via Transporter's Electronic Bulletin Board or EDI as set forth in Section 28.6 below. Transporter shall endeavor, but shall not be obligated, to administer Release Notices received in writing, and any such notice must be received by Transporter at least one Business Day prior to the desired posting date. Any terms and conditions listed in the Release Notice must be non-discriminatory and consistent with Transporter's Tariff and the Gas Transportation Contract with the Releasing Shipper.

(a) Timeline for Capacity Releases. The capacity release timeline set forth in this Section 28.6 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 Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, and 2) there are no special terms or conditions of the release. Replacement Shippers may submit a nomination at the earliest opportunity after acquisition of capacity.

For biddable releases (less than or equal to 1 year):

- offers should be tendered by 12:00 P.M. on a Business Day;
 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);
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.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)

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 SIXTH REVISED SHEET NO. 95A SIXTH REVISED SHEET NO. 95A Superseding: FIFTH REVISED SHEET NO. 95A

For biddable releases (greater than 1 year):

- offers should be tendered by 12:00 P.M. four Business Days before award;
- 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);
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.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)

For non-biddable releases:

Timely Cycle

- 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

- posting of prearranged deals not subject to bid are due by 5:00 P.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)
 Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 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)

Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000

Third Revised Sheet No. 95B Third Revised Sheet No. 95B : Effective Superseding: Second Revised Sheet No. 95B

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.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)

(b) Where there is no Prearranged Replacement Shipper, the Release Notice shall provide the following information:

(i) the Releasing Shipper's legal name and DUNS number, the number of its Gas Transportation Contract, the phone number, fax number, E-mail address, and the name(s) of the person(s) entering and authorizing the release; Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Fourth Revised Sheet No. 96 Fourth Revised Sheet No. 96 : Effective Superseding: Third Revised Sheet No. 96

(ii) the maximum and minimum quantity of firm daily capacity that the Releasing Shipper elects to release stated in Dth/day; for the purposes of this provision if a Releasing Shipper which contracts for capacity in Mcf/d, wishes to release all of its capacity for a period of more than one month, it shall convert the maximum quantity of firm daily capacity to be released from Mcf to Dth by making one Mcf equal to one Dth;

(iii) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at such points;

(iv) whether the capacity will be released on a firm or recallable basis, whether the recalled capacity can be reput, the latest allowable recall notification period, and the terms under which capacity can be recalled and/or reput;

 $(v) \quad \mbox{the requested effective date, time} \\ \mbox{for short term releases and end date of the release;} \\$

(vi) whether the Releasing Shipper is willing to release such capacity for a shorter period of time and, if so, the minimum acceptable period of the release;

(vii) any minimum rate or other requirements; Releasing Shipper has the choice to specify dollars and cents or percents of the maximum tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice;

(viii) the date and time that bidding will cease subject to the requirements of Section 28.6(a). Any extension of the end date and time for accepting bids will require that Releasing Shipper withdraw the offer to release capacity and post a new release with the extended end date and time;

(ix) whether the Releasing Shipper requests Transporter's assistance (other than posting information on Transporter's website) in marketing the released capacity and, if so, the type of service desired; Effective Date: 09/01/2000 Status: Effective FERC Docket: RP00-529-000 First Revised Sheet No. 96A First Revised Sheet No. 96A : Effective Superseding: Original Sheet No. 96A

(x) the selection of economic criteria (from either highest rate, net revenue, or highest present value as set forth in Section 3 of the RTS Rate Schedule) for evaluating bids that the Releasing Shipper wishes Transporter to apply; Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 SIXTH REVISED SHEET NO. 97 SIXTH REVISED SHEET NO. 97 Superseding: FIFTH REVISED SHEET NO. 97

(xi) no rate caps shall apply to any capacity releases with terms of less than or equal to one year. For purposes of applying any rate cap applicable to capacity releases under Section 28.6(b)(vii) or (xii) with terms of greater than one year, the maximum rate shall be the Maximum Transportation Demand Charge and Transportation Commodity Charge set forth in the currently effective Sheet Nos. 4 and 4C of this FERC Gas Tariff, as applicable.

(xii) for capacity releases with terms of greater than one year, the Maximum Transportation Demand Rate, including any demand-type surcharges, that can be charged for the release;

(xiii) whether the Releasing Shipper is willing to accept contingent bids and, if so, the terms on which such bids will be evaluated;

(xiv) whether the Releasing Shipper will accept bids on a volumetric or one-part basis, and, if so, the minimum acceptable volumetric commitment if any;

(xv) the date and time the Release Notice is to be posted on Transporter's Electronic Bulletin Board subject to the requirements of Section 28.6(a); and

release.

(xvii) any other special conditions for the

(xviii) in accordance with NAESB WGQ Standard 5.3.60 and FERC Order 587 et al, an indication as to whether or not 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;
(2) Notice to the Replacement Shipper 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 section 3 of the General Terms and Conditions.

If no indication is provided, it shall be assumed that Transporter should provide the original Releasing Shipper with such notification.

(c) If a Releasing Shipper has a Prearranged Replacement Shipper willing to acquire released capacity for either less than the maximum rate Transporter is authorized to charge (for releases subject to a maximum rate) or any rate for a release not subject to a maximum rate, the Replacement Shipper must confirm the prearranged deal electronically and the Releasing Shipper's Release Notice of such pre-arrangement shall set forth the following information:

(i) the Releasing Shipper's legal name and DUNS number, the number of its Gas Transportation Contract, the phone number, fax number, E-Mail address, and the name(s) of the person(s) entering and authorizing the release; Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002 Original Sheet No. 97A original Sheet No. 97A : Effective

(ii) the legal name and DUNS number of the Prearranged Replacement Shipper, the phone number, fax number, E-Mail address, and name(s) of the contact person for the Prearranged Replacement Shipper, and an indication of whether the Prearranged Replacement Shipper is an affiliate of the Releasing Shipper; Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Third Revised Sheet No. 98 Third Revised Sheet No. 98 : Effective Superseding: Second Revised Sheet No. 98

(iii) the maximum and minimum quantity of firm daily capacity which the Releasing Shipper elects to release stated in Dth/d;

(iv) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at such points;

(v) whether the capacity will be released on a firm or recallable basis, whether the recalled capacity can be reput, the latest allowable recall notification period, and the terms under which the capacity can be recalled and/or reput;

(vi) the requested effective date and end date of the release;

(vii) the rate the Prearranged Replacement Shipper has agreed to pay for the released capacity. Releasing Shipper has the choice to specify dollars and cents or percents of the maximum tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice;

(viii) the selection of economic criteria (from either highest rate, net revenue, or highest present value as set forth in Section 3 of the RTS Rate Schedule) for evaluating bids that the Releasing Shipper wishes Transporter to apply;

(ix) [RESERVED]

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002

Original Sheet No. 98A Original Sheet No. 98A : Effective

(x) the Maximum Transportation Demand Rate, including any demand-type surcharges, that can be charged for the release;

(xi) whether the Releasing Shipper is willing to accept contingent bids and, if so, the terms on which such bids will be evaluated;

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 THIRD REVISED SHEET NO. 99 THIRD REVISED SHEET NO. 99 Superseding: SECOND REVISED SHEET NO. 99

(xii) whether the Releasing Shipper will accept bids on a volumetric or one-part basis, and, if so, the minimum acceptable volumetric commitment if any;

(xiii) the date and time the Release Notice is posted on Transporter's Electronic Bulletin Board subject to the requirements of Section 28.6(a);

(xiv) the date and time that bidding will cease subject to the requirement of Section 28.6(a). Any extension of the end date and time for accepting bids will require that Releasing Shipper withdraw the offer to release capacity and post a new release with the extended end date and time;

(xv) whether the Releasing Shipper is willing to release such capacity for a shorter period of time and, if so, the minimum acceptable period of the release;

(xvi)in accordance with NAESB WGQ Standard 5.3.60 and FERC Order 587 et al, an indication as to whether or not 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; (2) Notice to the Replacement Shipper 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 section 3 of the General Terms and Conditions.

If no indication is provided, it shall be assumed that Transporter should provide the original Releasing Shipper with such notification;

(xvii) whether the Releasing Shipper is releasing such capacity as part of an AMA and the asset manager's obligation to deliver gas to, or purchase gas from, the releasing shipper;

(xviii) whether the Releasing Shipper is releasing such capacity as part of a RCP; and

 (\mbox{xix}) all other relevant terms of the prearranged release.

(d) Once a Releasing Shipper has provided Transporter a notice of its election to release capacity, such offer shall be binding upon Releasing Shipper until Transporter receives written or electronic notice of withdrawal. The Releasing Shipper has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. Assuming that Transporter has determined that the Release Notice contains no deficiencies, once the bidding period closes, the Release Notice shall constitute a binding offer to release capacity to a Successful Bidder(s) whose bid satisfies all the minimum terms specified in the Release Notice. Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 FIRST REVISED SHEET NO. 99A FIRST REVISED SHEET NO. 99A Superseding: ORIGINAL SHEET NO. 99A

28.7 Posting of Releasing Shipper's Election to Release Capacity. All complete Release Notices submitted via Transporter's Electronic Bulletin Board or EDI pursuant to Section 28.6 above shall be posted on the Electronic Bulletin Board as soon as they are submitted, unless otherwise indicated by Releasing Shipper.

Upon Transporter's receipt of a Release Notice, Transporter shall evaluate the notice to determine whether it satisfies the terms of this Section 28 and shall promptly notify the Releasing Shipper of any such deficiencies. Release Notices shall remain on Transporter's Electronic Bulletin Board and shall be available for bid for the period specified in the timeline set forth in Section 28.6(a).

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Superseding: SUBSTITUTE ORIGINAL SHEET NO. 100

Bidding Procedure. Immediately upon the 28.8 posting of a Release Notice on Transporter's Electronic Bulletin Board, Transporter shall begin accepting bids for such capacity from potential Replacement Shippers. All potential bidders shall be subject to the credit evaluation procedures provided in Section 3 of this Tariff. Transporter shall not accept a bid unless Transporter has verified the creditworthiness of such bidder in accordance with the provisions of Section 3, and unless bidder has executed a blanket Gas Transportation Contract for Replacement Shippers. All Shippers that wish to bid on released capacity must notify Transporter via Transporter's Electronic Bulletin Board or via EDI. All complete bids so submitted shall be posted on the Electronic Bulletin Board as soon as they are submitted, provided, however, that the names of bidders shall not be posted by Transporter during the bidding period. Any bids received must provide the following information:

(a) the bidder's legal name, the phone number, and the name of the person entering the bid;

(b) the Releasing Shipper's legal name, and the number of the Gas Transportation Contract under which bidder desires to acquire released capacity;

(c) the volume of capacity which the bidder wishes to acquire, stated in Dth/d;(d) the Receipt and Delivery Points at which the bidder desires service;

(e) the term of the acquisition;

(f) the maximum rate bidder is willing to pay for the capacity;

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-161-002 Second Revised Sheet No. 101 Second Revised Sheet No. 101 : Effective Superseding: FIRST REVISED SHEET NO. 101

(g) whether the bidder is willing to accept less than the full amount of capacity released in the event that there are two or more Successful Bidders and Transporter must pro-rate the capacity in accordance with Section 28.9(c) below; and

(h) any other terms that may be relevant.

Once a potential Replacement Shipper has submitted a bid, that bid shall be binding until Transporter receives a written notice or electronic notice of withdrawal. Once the bidding period closes, any bid posted on Transporter's Electronic Bulletin Board shall constitute a binding offer to enter into a Gas Transportation Contract for Firm Reserved Service, subject only to the Releasing Shipper's decision to accept a contingent bid. The bid shall be binding until (i) Transporter selects the Successful Bidder(s), (ii) Transporter determines that no bids satisfy the minimum terms specified in the Release Notice; or (iii) contingencies have been eliminated. Any contingency which has not been eliminated prior to 3:00 p.m. Central Time on the specified award date shall invalidate that bid. A bidder that withdraws its bid during the bidding period may submit a higher bid during the bidding period, but may not submit a lower bid.

28.9 Allocation of Released Capacity -- Transporter's Criteria. Unless the Releasing Shipper specifies a different criteria for evaluating bids in its Release Notice in accordance with the provisions of Section 28.6 of this Tariff, released capacity will be allocated best bid first, until all offered capacity has been awarded, on a non-discriminatory basis consistent with the following allocation principles:

(a) Prearranged Replacement Shipper. If, at the same time it provides its Release Notice to Transporter, the Releasing Shipper provides Transporter with notice of a prearranged agreement with a prospective Prearranged Replacement Shipper, Transporter will post notice of that arrangement on its Electronic Bulletin Board in accordance with the provisions of Section 28.7 above. Transporter will evaluate all competing bids that satisfy the minimum terms of the Release Notice using the methodology indicated by Releasing Shipper in the Release Notice to Transporter in accordance with the provisions of Section 28.6(a). If the Prearranged Replacement Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 FIRST REVISED SHEET NO. 101A FIRST REVISED SHEET NO. 101A Superseding: ORIGINAL SHEET NO. 101A

Shipper's bid yields the highest rate, highest net revenue, or highest present value as specified by Releasing Shipper, up to the Maximum Transportation Demand Rate for Release Notices with a term of greater than one (1) year, or the highest present value if not specified by the Releasing Shipper, Transporter is authorized to charge, then Transporter shall select the Prearranged Replacement Shipper as the Successful Bidder.

If Transporter receives a "better offer", i.e., an offer that meets all

Effective Date: 03/27/2000 Status: Effective FERC Docket: RP00-529-000

Third Revised Sheet No. 102 Third Revised Sheet No. 102 : Effective Superseding: Second Revised Sheet No. 102

other minimum terms of the Release Notice while providing a higher rate, higher net revenue, or higher present value as specified by Releasing Shipper, or the highest present value if not specified by Releasing Shipper, up to the Maximum Transportation Demand Rate Transporter is authorized to charge (subject to the provisions of Section 28.5(b) above), Transporter shall notify the Prearranged Replacement Shipper and the Prearranged Replacement Shipper may match that offer in accordance with the timeline set forth in Section 28.6(a). If the Prearranged Replacement Shipper matches the better offer, then Transporter shall select the Prearranged Replacement Shipper as the Successful Bidder.

If the Prearranged Replacement Shipper does not match the better offer, Transporter shall select the bidder(s) that made the better offer as the Successful Bidder(s). If two or more bidders made the better offer, then the capacity will be prorated in the manner described in Section 28.9(c) below.

(b) No Prearranged Replacement Shipper. If Transporter receives notice of a Releasing Shipper's election to release capacity, without receiving notice of a Prearranged Replacement Shipper, Transporter shall post that notice on its Electronic Bulletin Board in accordance with the provisions of Section 28.7 above. Transporter shall evaluate all bids that satisfy the minimum terms of the Release Notice (i.e., highest rate, highest net revenue, or highest present value in accordance with the provisions of Section 3 of the RTS Rate Schedule and the timeline set forth in Section 28.6(a) of the General Terms and Conditions of this Tariff). The bid which yields the highest rate, highest net revenue, or highest present value as specified by Releasing Shipper, or the highest present value if not specified by Releasing Shipper, up to the Maximum Transportation Demand Rate Transporter is authorized to charge (subject to the provisions of Section 28.5(b) above), while meeting all other minimum terms of the Release Notice, will be selected as the best bid. If two or more bidders submitted the best bid, then the capacity will be prorated in the manner described in Section 28.9(c) below.

(c) Tie for winning bid. In the event two or more bids provide the same highest rate, highest net revenue, or highest present value as specified by Releasing Shipper, or the highest present value if not specified by Releasing Shipper and none of those successful bids states that the bidder is unwilling to accept proration of the released capacity in the event Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-415-000 Second Revised Sheet No. 103 Second Revised Sheet No. 103 : Effective Superseding: FIRST REVISED SHEET NO. 103

of a tie, the capacity released will be prorated among the Successful Bidders as follows:

(i) If all successful bids are for the full amount of released capacity, the released capacity will be allocated pro-rata to the Successful Bidders, and

(ii) If any or all successful bids are for less than the full amount of released capacity, then the released capacity will be prorated based on the ratio of each Successful Bidder's requested quantity and the total quantity requested by such bids.

In the event that any Successful Bidder has stated in its bid that it is unwilling to accept a prorated part of the released capacity in the event of a tie, then the uncommitted capacity will be allocated to the other Successful Bidder(s) in accordance with the applicable proration procedures.

28.10 [RESERVED]

28.11 Criteria for Transporter's Tender of a Blanket Gas Transportation Contract for Replacement Shippers.

Transporter shall verify the creditworthiness of a potential bidder pursuant to Section 3 of this Tariff and, if such bidder is deemed creditworthy, and has not otherwise executed such contract, Transporter shall tender the Blanket Gas Transportation Contract for Firm Reserved Service with Replacement Shippers within one (1) Business Day of receipt of all information required by Section 3.4. Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-415-000 Third Revised Sheet No. 104 Third Revised Sheet No. 104 : Effective Superseding: SECOND REVISED SHEET NO. 104

28.12 Procedure upon Selection of Successful Bidder(s). In accordance with the timeline set forth in Section 28.6(a), Transporter shall (i) notify the Releasing Shipper of the Successful Bidder(s); (ii) post all awards, including the name of the Successful Bidder(s), on its Electronic Bulletin Board; and (iii) post on its EBB a CROR. Such CRORs shall be activated and available for nomination in accordance with the timeline set forth in Section 28.6(a).

28.13 Offers to Assume or Acquire Capacity. Any Shipper that wishes to assume or acquire capacity on Transporter's system may request Transporter to post a notice of its offer to acquire capacity on Transporter's Electronic Bulletin Board. The offering Shipper shall provide Transporter with the following information about its offer to purchase capacity:

(a) the offering Shipper's legal name;

(b) the amount of firm daily capacity sought stated in Dth/d; Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 FIFTH REVISED SHEET NO. 105 FIFTH REVISED SHEET NO. 105 Superseding: FOURTH REVISED SHEET NO. 105

(c) the Receipt and Delivery Point(s) desired;

(d) the proposed effective date and term of the proposed capacity release transaction;

(e) the maximum rate acceptable (no rate caps shall apply to any capacity releases with terms of less than or equal to one year);

(f) the length of time the Notice should remain on Transporter's Electronic Bulletin Board; and

(g) any other relevant terms.

Within one (1) Business Day, Transporter shall determine whether the offer to acquire capacity is consistent with the terms of this Tariff and Transporter's Gas Transportation Contracts, and, if there are no deficiencies, shall post notice of the offer to acquire capacity on its Electronic Bulletin Board for the length of time specified by the offering Shipper, up to a maximum of eight (8) weeks. If this notice results in an agreement to assign capacity, the provisions of this Section 28 relating to capacity releases to Prearranged Replacement Shippers shall apply. Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 FIRST REVISED SHEET NO. 105A FIRST REVISED SHEET NO. 105A Superseding: ORIGINAL SHEET NO. 105A

28.14 Rates.

(a) The rate charged for any released firm capacity shall be the rate set forth on Schedule 1 and 2 of the Gas Transportation Contract for Firm Reserved Service entered into between Transporter and the Replacement Shipper, but subject to the provisions of Section 28.14(b) and (c) below, in no event more than the sum of Transporter's currently effective Maximum Transportation Demand Charge and Transportation Commodity Charge under the applicable RTS Rate Schedule plus any fees and/or charges that would have been paid by Releasing Shipper pursuant to Section 4.3 of the RTS Rate Schedule. If a Releasing Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 32 of these General Terms and Conditions, the rate charged a Replacement Shipper may not exceed the applicable Recourse Rate plus any fee and/or charges that would have been paid by Releasing Shipper pursuant to the provisions of Section 32 of the General Terms and Conditions of this tariff and the terms of the Gas Transportation Contract between Releasing Shipper and Transporter. The Replacement Shipper will not be charged for any marketing fee assessed in relation to the released capacity. Unless Transporter agrees in writing otherwise, the Releasing Shipper shall remain liable for the maximum Transportation Demand Charge(s) (or its volumetric equivalent), any other fixed charges associated with the released capacity and any late charges resulting from the Replacement Shipper's failure to pay Replacement Demand Charges(s).

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 EIGHTH REVISED SHEET NO. 106 EIGHTH REVISED SHEET NO. 106 Superseding: SEVENTH REVISED SHEET NO. 106

(b) Subject to the provisions of Section 28.14(c) below, Bidders may bid for released capacity by submitting bids up to the Maximum Transportation Demand Rate under the applicable RTS Rate Schedule plus any fees and/or charges that would have been paid by Releasing Shipper pursuant to Section 4.3 of the RTS Rate Schedule, or the volumetric equivalent of such maximum rate. If the Releasing Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 32 of these General Terms and Conditions, a bidder may not bid a rate that exceeds the applicable Recourse Rate plus any fees and/or charges that would have been paid by Releasing Shipper pursuant to the provisions of Section 32 of the General Terms and Conditions of this tariff and the terms of the Gas Transportation Contract between Releasing Shipper and Transporter. Converting a daily rate to monthly rate is accomplished by multiplying the daily rate times the number of days in the rate period, dividing the result by the number of months in the rate period, and taking the remainder out to 5 decimal places and rounding up or down to 4 decimal places. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by the number of months in the rate period, dividing the result by the number of days in the rate period and taking the remainder out to 5 decimal places and rounding up or down to 4 decimal places.

(c) No rate cap shall apply to any capacity releases under Section 28.14(a) or (b) with terms of less than or equal to one year. For purposes of applying any rate cap applicable to capacity releases under Section 28.14 (a) or (b) with terms of greater than one year, the maximum rate shall be the Maximum Transportation Demand Charge and Transportation Commodity Charge set forth in the currently effective Sheet Nos. 4 and 4C of this FERC Gas Tariff, as applicable.

Effective Date: 09/01/2000 Status: Effective FERC Docket: RP00-529-000 Second Revised Sheet No. 106A Second Revised Sheet No. 106A : Effective Superseding: First Revised Sheet No. 106A

28.15 Fees.

(a) Marketing Fee. When a Releasing Shipper reaches an agreement with Transporter to actively market its released capacity (beyond simply posting release information on Transporter's Electronic Bulletin Board), the Releasing Shipper shall pay the fee for such service negotiated by Transporter and Releasing Shipper.

(b) The Releasing Shipper will be responsible for any filing fee(s), as defined in Section 18.4 of this Tariff, that is necessitated by its capacity release transaction.

28.16 Billing Replacement Shipper. Transporter shall directly bill the Replacement Shipper for the released capacity it has acquired and for any other applicable charges in accordance with this Section 28. The Replacement Shipper shall pay the billed amounts directly to Transporter in accordance with Section 14 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff.

28.17 Releasing Shipper's Credit for Replacement Demand Charges Billed to a Replacement Shipper for Released Capacity. When Transporter bills a Replacement Shipper for capacity released to it from a Releasing Shipper, Transporter shall simultaneously credit that Releasing Shipper for the full amount of the Replacement Demand Charge (or its volumetric equivalent as determined pursuant to Section 28.14 of the General Terms and Conditions) billed to

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Superseding: FIRST REVISED SHEET NO. 107

the Replacement Shipper in connection with the release transaction. A Releasing Shipper paying Transporter a discounted Transportation Demand Charge is entitled to receive a credit equal to the full amount of the Replacement Demand Charge (or its volumetric equivalent as determined pursuant to Section 28.14 of the General Terms and Conditions) billed to the Replacement Shipper even if that charge exceeds Releasing Shipper's discounted Transportation Demand Charge. This credit will be reduced by the amount of any applicable marketing or other fees described in Section 28.15 to the extent such fees have not already been paid.

28.18 Obligations of Releasing Shipper. Where capacity has been released for the entire remaining term of a Releasing Shipper's Gas Transportation Contract, the Releasing Shipper may request Transporter to amend its Gas Transportation Contract to reflect that release of capacity. Unless Transporter agrees in writing to such an amendment, which may be conditioned on exit fees or other terms and conditions, the Releasing Shipper shall remain bound by and liable for payment of the Transportation Demand Charge(s) applicable to the released capacity. In the event that the Replacement Shipper(s) fails to pay any or all of the amount of its Replacement Demand Charge(s) in a timely manner, all the terms of Section 14.3 of this Tariff with regard to nonpayment shall apply. In no event, shall any remedy under Section 14.3 relieve the Releasing Shipper from its obligations under its Gas Transportation Contract for Firm Reserved Service or this Tariff. In no event shall the fact that Transporter has followed the credit evaluation procedures provided in Section 3 of this Tariff release the Releasing Shipper from its obligations to pay the Transportation Demand Charge(s) applicable to the released capacity.

28.19 Priority of Released Capacity. Capacity released under the terms of this Section 28 shall have the same priority as the capacity held by the Releasing Shipper under its original Gas Transportation Contract, which shall include the right to alternative Receipt and Delivery Points set forth in Section 7 of this Tariff.

Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-001

Sub. Fifth Revised Sheet No. 107A sub. Fifth Revised Sheet No. 107A : Effective Superseding: Fifth Revised Sheet No. 107A

28.20 Segmented Capacity Releases. Segmented Capacity Release shall mean the release of a portion of a Shipper's firm capacity along a Segment that represents less than the entire path between the Primary Receipt Point(s) and Primary Delivery Point(s) as set forth in Schedule 1 and 2, respectively, appended to the Releasing Shipper's Gas Transportation Contract for Firm Reserved Service. If the aggregate quantities of the Releasing Shipper and the Replacement Shipper(s) nominated within any Segment exceed the Maximum Equivalent Quantity set forth in Schedule 2 of the Releasing Shipper's Gas Transportation Contract for Firm Reserved Service, Transporter shall schedule quantities as follows:

- First, Transporter shall accept all nominations from the Releasing Shipper that are within the retained Segment.
- Second, Transporter shall accept all nominations from the Replacement Shipper(s) that are within their respective released Segment(s).
- 3) Third, Transporter shall allocate nominations from the Releasing Shipper that are within the released Segment(s) and within the same zone(s) as the retained Segment, and from the Replacement Shipper(s) that are within the retained Segment and within the same zone(s) as the released Segment(s). Such nominations shall be allocated pro-rata amongst the Replacement Shipper(s) and Releasing Shipper.

28.21 Recall and Reput of Capacity. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity during the current recall notification period and may subsequently reput such capacity by providing notice to Transporter on its EBB by the deadlines specified in this section. The determination of reservation charges and credits and the potential liability for contract overruns shall follow the allocation of capacity. Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Fourth Revised Sheet No. 107B Fourth Revised Sheet No. 107B : Effective

Superseding: Third Revised Sheet No. 107B

- (A) Recall Provisions. The Releasing Shipper may submit a recall notification up to and including the latest allowable recall notification period. There are 5 recall notification periods (in order of precedence from earliest to latest):
 - (i) Timely Recall Notification.
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Transporter should 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)
 - (ii) Early Evening Recall Notification.
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter should 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);
 - (iii) Evening Recall Notification.
 (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter should 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);
 - (iv) Intraday 1 Recall Notification.
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Transporter should 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);

Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Original Sheet No. 107C Original Sheet No. 107C : Effective

- (v) Intraday 2 Recall Notification.
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Transporter should 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);

The recall notification should include the quantity being recalled expressed in terms of total released capacity entitlements.

When a recall is done during the Intraday 1 or Intraday 2 recall notification periods, the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) shall be based upon the Elapsed Prorata Capacity. Elapsed Prorata Capacity is 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.

Example: A Releasing Shipper has released 24,000 Dths to a Replacement Shipper and has indicated in the offer that the capacity is recallable. The Releasing Shipper subsequently recalls the capacity. The following table shows the allocation of capacity based on the recall notification cycle for the first day of the recall. The Requested Recall Quantity is expressed in terms of total released capacity entitlement. All quantities are in Dekatherms.

Recall Notification Cycle	Requested Recall Quantity	Allocated Releasing Shipper Capacity	Allocated Replacement Shipper Capacity
Timely	24,000	24,000	0
Early Evening	24,000	24,000	0
Evening	24,000	24,000	0
Intraday 1	24,000	16,000	8,000
Intraday 2	24,000	12,000	12,000

For the remaining days of the recall, the capacity allocated to the Releasing Shipper is 24,000 Dths and the capacity allocated to the Replacement Shipper is 0 Dths.

Reput Provisions. A Releasing Shipper may designate capacity as reputable. When capacity is recalled, it may not be reput for the same gas day. The deadline for notifying Transporter of a reput is 8 AM Central Clock Time to allow for timely nominations to flow on the next gas day.

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29. PREGRANTED ABANDONMENT & THE RIGHT OF FIRST REFUSAL

29.1 Purpose. This Section 29 sets forth the specific terms and conditions applicable to Transporter's pregranted abandonment authority, the termination of Transporter's obligations under certain Gas Transportation Contracts and Shippers right of first refusal as provided by Order Nos. 636 et al., 637 et al., and the various orders in Docket No. RM98-10.

29.2 Applicability. This Section 29 applies to Gas Transportation Contracts executed between Transporter and any Shipper pursuant to Part 284, 18 C.F.R. Part 284, open access ITS or RTS Rate Schedules, where the Gas Transportation Contract terminates by its terms, is extended by mutual agreement between Transporter and Shipper, or is terminated by Transporter pursuant to the terms of the Gas Transportation Contract. Additionally, this section applies to Gas Transportation Contracts which provide a Shipper with discretion to exercise a Right of First Refusal consistent with Section 29.6.

29.3 Definitions. For purposes of this Section 29, the following definitions will apply:

(a) Short-Term Gas Transportation Contract for Firm Reserved Service. The term Short-Term Gas Transportation Contract for Firm Reserved Service shall mean any Gas Transportation Contract for Firm Reserved Service having a primary term of less than one year

(b) Long-Term Gas Transportation Contract for Firm Reserved Service. The term Long-Term Gas Transportation Contract for Firm Reserved Service shall mean any Gas Transportation Contract for Firm Reserved Service having a primary term of one year or more.

(c) Existing Shipper. The term Existing Shipper shall mean the Shipper for which Transporter provides service under any executed Gas Transportation Contract subject to this Section 29 and which either pre-qualifies for creditworthiness under Section 3 of these General Terms and Conditions or satisfies the provisions of Transporter's FERC Gas Tariff applicable to the credit evaluations set forth in Section 3 of these General Terms and Conditions.

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First Revised Sheet No. 109 First Revised Sheet No. 109 : Effective Superseding: ORIGINAL SHEET NO. 109

shall mean any Shipper that submits a bid pursuant to Section 29.6 (d) for all or a portion of the capacity to be made available upon termination of a Long-Term Gas Transportation Contract for Firm Reserved Service pursuant to this Section 29.

Election shall mean the notice that an Existing Shipper provides Transporter, as prescribed in Section 29.6 (b), that the Existing shipper intends to exercise its right of first refusal upon termination of its Long-Term Gas Transportation Contract for Firm Reserved Service.

shall mean the notification of a bid that an Offering Shipper submits to Transporter, as prescribed in Section 29.6 (d), for all or a portion of the capacity available as a result of termination of a Long-Term Gas Transportation Contract for Firm Reserved Service.

that Transporter determines, on a nondiscriminatory, objective basis, is the best bid, as prescribed in Section 29.6 (h), that Offering Shippers have offered for capacity available under the terminating Long-Term Gas Transportation Contract for Firm Reserved Service. If a bid is received for a Negotiated Rate or Negotiated Rate Formula pursuant to Section 32 of these General Terms and Conditions, the value of the bid shall be determined in accordance with the provisions of Section 32 of the General Terms and Conditions and shall in no event exceed the Recourse Rate.

shall mean the Best Bid that Transporter accepts and presents to an Existing Shipper for the Existing Shipper to match under the Bid Matching Procedures prescribed in Section 29.6(j).

Transportation Contracts for Firm Reserved Service and Gas Transportation Contracts for Interruptible Service. Upon the expiration of the contractual term of a Short-Term Gas Transportation Contract for Firm Reserved Service or any Gas Transportation Contract for Interruptible Service, Transporter has pregranted authority to abandon service under the Contract and Transporter shall have no further obligation to render service under the Contract pursuant to Section 7(b) of the

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Third Revised Sheet No. 110 Third Revised Sheet No. 110 : Pending Superseding: Second Sheet No. 110

Natural Gas Act and Section 284.221(d) of the Commission's Regulations, unless otherwise provided in the Short-Term Gas Transportation Contract for Firm Reserved Service or the Gas Transportation Contract for Interruptible Service.

29.5 Pregranted Abandonment of Long-Term Gas Transportation Contract for Firm Reserved Service and Contract Extensions. Upon the expiration of the contractual term of a Long-Term Gas Transportation Contract for Firm Reserved Service, Transporter has pregranted authority to abandon that service and Transporter shall have no further obligation to render service under the Long-Term Gas Transportation Contract for Firm Reserved Service pursuant to Section 7 (b) of the Natural Gas Act and Section 284.221 (d) of the Commission's Regulations, unless (i) otherwise provided in the Long-Term Gas Transportation Contract for Firm Reserved Service; or (ii) the Existing Shipper elects to Exercise its right of first refusal as prescribed in Section 29.6 below.

(a) Prior to the expiration of the term of a gas transportation contract and prior to Transporter posting the availability of capacity under Existing Shipper's Right of First Refusal provisions, if applicable, Existing Shipper and Transporter may mutually agree to an extension of the term of the service agreement, the exact length of which is to be negotiated on a case-by-case basis in a not unduly discriminatory manner ("Initial Contract Extension").

(b) Second Extension Option. If Transporter and Shipper mutually agree to an Initial Contract Extension as provided in Section 29.5 with a term of service of at least five (5) years, then Shipper shall have two options for further extending the term of service subsequent to the Initial Contract Extension: 1) Shipper may elect to use the right of first refusal process as prescribed in Section 29.6, or 2) alternatively, Shipper may elect to have a unilateral Second Extension Option. Shipper must notify Transporter of its election in writing no later than the time of the execution of the Initial Contract Extension. In the event Shipper fails to notify Transporter of its election by the time of the execution of the Initial Contract Extension, then Shipper shall be provided only the right of first refusal process as prescribed in Section 29.6. Effective Date: 01/21/2008 Status: Effective FERC Docket: RP08- 41-001 Original Sheet No. 110A original Sheet No. 110A : Pending

Shippers who select the Second Extension Option shall be provided a unilateral option to extend the Contract for all or any portion of the Maximum Equivalent Quantity specified on Schedule 2 of the Contract for, at minimum, an additional five (5) year period beyond the Initial Contract Extension without a requirement to match competing bids in a Right of First Refusal ("ROFR") matching process. Unless otherwise agreed in writing by Transporter and Shipper, all other terms and conditions of the Contract shall remain the same and continue in full force and effect during the Second Extension. Shipper can exercise or decline to exercise the Second Extension Option by notifying Transporter in writing of such election no later than two (2) years prior to the termination of the Initial Contract Extension ("Second Extension Notice Date"). Unless Transporter and Shipper agree in writing to an alternate notification date, in the event that Shipper fails to notify Transporter by the Second Extension Notice Date of its election under the unilateral Second Extension Option, then the Contract shall extend automatically for an additional five (5) year period for the entire Maximum Equivalent Quantity, under the same terms and conditions as the Initial Contract Extension.

By selecting this unilateral right to enter into the Second Extension, Shipper acknowledges that it has been advised by Transporter of its ROFR under the Contract and the date for submitting its Notice of Election, and Shipper elects not to exercise its ROFR upon termination of the Contract. As such, if Shipper elects not to further extend the Contract under the Second Extension Option, Shipper shall forgo its ROFR and Transporter shall have pregranted abandonment authority pursuant to Section 29.5 of the Tariff, and shall have no further obligation to render service under the Contract upon termination of the Initial Contract Extension. In the event that Shipper elects to enter into the Second Extension at a reduced Maximum Equivalent Quantity, Transporter shall have pregranted abandonment authority pursuant to Section 29.5 to abandon the portion of the service under the Contract so reduced. At the end of the Second Extension, the provisions of this Section 29.5(b) shall no longer be applicable to the Contract, and all quantities retained in the Second Extension shall be subject to the terms of Section 29.5(a) and 29.6.

Effective Date: 01/21/2008 Status: Effective FERC Docket: RP08- 41-001 Original Sheet No. 110B original Sheet No. 110B : Pending

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29.6 Right of First Refusal.

(a) Existing Shippers Right of First Refusal. Upon expiration of a Long-Term Gas Transportation Contract for Firm Reserved Service, the Existing Shipper will have a right of first refusal as prescribed in this Section 29.6. The Existing Shipper may elect to retain all or a portion of the capacity to its Right of First Refusal. If the Existing Shipper elects to retain only a portion of the available capacity, Transporter has pregranted authority to abandon the remaining service and Transporter shall have no further obligation to render that remaining service under the Long-Term Gas Transportation Contract for Firm Reserved Service pursuant to Section 7(b) of the Natural Gas Act and Section 284.221(d) of the Commission's Regulations. Upon receipt of a Notice of Election from an Existing Shipper, Transporter will post information relevant to the notice, as provided in Section 29.6(c) below. To the extent the Existing Shipper either satisfies the Bid Matching Procedures of Section 29.6(j) or reaches mutual agreement with Transporter pursuant to Section 29.6(k), Transporter will continue service to the Existing Shipper upon execution of a Gas

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Bulletin Board not later than (i) the date set forth for notice in the Long-Term Gas Transportation Contract for Firm Reserved Service, or (ii) if no such date is specified, the following date: (a) for Gas Transportation Contracts of five (5) years or more, thirty (30) months prior to the expiration of the term of the Contract; (b) for Gas Transportation Contracts of thirty (30) months or more, but less than five (5) years, eighteen (18) months prior to the expiration of the term of the Contract; or (c) for Gas Transportation Contracts of more than one (1) year, but less than thirty (30) months, twelve (12) months prior to the expiration of the term of the Contract. Any Existing Shipper that elects to exercise its Right of First Refusal with respect to such a Gas Transportation Contract shall provide Transporter with a Notice of Election in writing or via Transporter's Electronic Bulletin Board by the following date: (i) within sixty (60) days of receiving Transporter's notice of termination for Gas Transportation Contracts of five (5) years or more; (ii) within forty-five (45) days of receiving Transporter's notice of termination for Gas Transportation Contracts of thirty (30) or more months, but less than five (5) years; or (iii) within thirty (30) days of receiving Transporter's notice of termination for Gas Transportation Contracts of more than one (1) year, but less than thirty (30) months.

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(c) Posting of Existing Shipper's Notice of Election. Within two (2) days of receiving a Notice of Election, Transporter will post on its Electronic Bulletin Board the following information regarding the capacity subject to the Notice of Election:

(i) the capacity available under the terminating Gas Transportation Contract, stated in Dth/d;

(ii) the Receipt and Delivery Point(s)
at which capacity is available and the firm capacity
available at those point(s);

(iii) the date the capacity will be available upon termination of the Gas Transportation Contract;

(iv) the maximum rate applicable to each Receipt and Delivery Point for transportation service under the terminating Gas Transportation Contract; and

relevant.

(v) any other terms that may be

(d) Open Season. Immediately upon posting the information relevant to an Existing Shipper's Notice of Election, Transporter will hold an open season for a period of not less than five (5) days. During the open season, Offering Shipper(s) may submit a Bid Notification to Transporter in writing or via Transporter's Electronic Bulletin Board.

(e) Posting of Offering Shipper's Bid Notification. To constitute a valid bid, the Offering Shipper must either currently pre-qualify for creditworthiness under Section 3 of these General Terms and Conditions or satisfy the provisions of Transporter's FERC Gas Tariff applicable to requests for firm gas transportation service and credit evaluations set forth in Section 3 of these General Terms and Conditions. Within one (1) Business Day of Transporter's receipt of a Bid Notification, Transporter will evaluate the Bid Notification to determine whether it satisfies the terms of this Section 29 and will notify the Offering Shipper of any deficiencies. If no deficiencies exist, Transporter will

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Superseding: First Revised Sheet No. 113

post all information relevant to the Bid Notification on Transporter's Electronic Bulletin Board with all other Bid Notifications at the end of the open season. Once Transporter posts the Offering Shipper's Bid Notification, the bid will be an offer to enter into a Gas Transportation Contract that remains open and on Transporter's Electronic Bulletin Board until (i) Transporter accepts a bid; (ii) Transporter rejects all bids; or (iii) the Offering Shipper withdraws its Bid Notification in writing or via Transporter's Electronic Bulletin Board, whichever occurs first. Under no circumstances will a Bid Notification bind any party until all appropriate Gas Transportation Contracts have been executed in accordance with the terms and conditions of Transporter's FERC Gas Tariff.

(f) Offering Shipper's Bid Notification. The Offering Shipper's Bid Notification shall include:

(i) the Offering Shipper's legal name and the number of the terminating Gas Transportation Contract;

(ii) the capacity for which the Offering Shipper seeks transportation service, stated in Dth/d;

(iii) the Receipt and Delivery Points;

(iv) the proposed commencement and termination dates for the service to be provided;

 (\mbox{v}) the maximum rate the Offering Shipper is willing to pay for the transportation service; and

relevant.

(vi) any other terms that may be

(g) Offering Shipper's Bid Notification Deposit. Transporter may require, in a not unduly discriminatory manner, an Offering Shipper to tender a check made out to Transporter as a Bid Notification deposit in the amount of \$10,000 within ten (10) days of posting of its Bid Notification. If a deposit has been requested, Transporter will return the Offering Shipper's deposit if (i) Transporter rejects the Offering Shipper's bid; (ii) the Offering Shipper fails to meet all of Transporter's FERC Gas Tariff provisions governing

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Second Revised Sheet No. 114 Second Revised Sheet No. 114 : Effective Superseding: First Revised Sheet No. 114

Shippers eligibility; or (iii) pursuant to its Right of First Refusal, the Existing Shipper matches the Offering Shippers bid, whichever occurs first. Transporter will refund the entire deposit within ten (10) days of the event triggering the obligation to return. If Transporter executes a Gas Transportation Contract pursuant to agreed-upon terms with the Offering Shipper, Transporter shall credit the amount of the deposit tendered to Shipper's invoice for the first month of the requested transportation service. If, however, the Offering Shipper (1) withdraws the Bid Notification before the bid is rejected or before the Existing Shipper matches the bid, or (ii) fails to execute a Gas Transportation Contact as provided in Section 29.6 (1), Transporter will retain the deposit tendered as liquidated damages.

(h) Transporters Review of Offering Shippers Bids. Transporter will evaluate all bids in accordance with the procedures set forth in Sections 3.2 and 3.3 of Rate Schedule RTS.

(i) [Reserved]

(j) Bid Matching Procedure. If Transporter accepts a Best Bid as a Competing Offer for purposes of this Bid Matching Procedure, Transporter will inform the Existing Shipper of the terms of the Competing Offer. Transporter will only present Competing Offers that Transporter received in writing or via its Electronic Bulletin Board and has substantially accepted in principle in an arms-length transaction. Within thirty (30) days of receiving the terms of the Competing Offer, the Existing Shipper must notify Transporter whether Shipper agrees to match the Competing Offer. Failure to notify Transporter within the thirty (30) day period shall constitute an irrevocable waiver of the Existing Shippers right of first refusal with respect Effective Date: 12/04/2005 Status: Effective FERC Docket: RP06- 84-000 Third Revised Sheet No. 115 Third Revised Sheet No. 115 : Effective Superseding: Second Revised Sheet No.115

to the Competing Offer. To match the Competing Offer, the Existing Shipper must match the highest present value of the Competing Offer. Transporter shall evaluate whether the Existing Shipper has matched the Competing Offer by using the same methodology used to determine the successful Offering Shipper's bid in accordance with Section 29.6 (h). If the Existing Shipper agrees to match the Competing Offer, Transporter will provide transportation service to the Existing Shipper upon execution of a Gas Transportation Contract containing the terms agreed-upon in the matched offer. If the Existing Shipper elects not to match the Competing Offer, Transporter has pregranted authority to abandon that service and Transporter shall have no further obligation to render service under the Existing Shipper's Gas Transportation Contract pursuant to Section 7 (b) of the Natural Gas Act and Section 284.221 (d) of the Commission's Regulations, and Transporter will provide transportation service to the Shipper that offered the Competing Offer upon execution of a Gas Transportation Contract containing the terms agreed-upon in the Competing Offer. Transporter will post the terms of the Accepted offer on its Electronic Bulletin Board.

(k) Negotiation Procedures Between Transporter and Existing Shipper. If no Shipper offers a competing bid or Transporter rejects all bids received, Transporter and the Existing Shipper may negotiate and mutually agree to terms and conditions applicable to a new Gas Transportation Contract for Firm Reserved Service. If Transporter and the Existing Shipper have not reached agreement on the terms and conditions for a new Gas Transportation Contract for Firm Reserved Service upon termination of the existing Long-Term Gas Transportation Contract for Firm Reserved Service, Transporter must continue to Provide service to the Existing Shipper only if that Shipper agrees to pay the maximum rate permitted under Transporter's FERC Gas Tariff for a term that the Existing Shipper elects; provided, however, the Existing Shipper must elect the length of the extended term sixty (60) days prior to termination of the contractIf the Existing Shipper refuses to pay the maximum authorized rate, Transporter has pregranted authority to abandon service and Transporter shall have no further obligation to render service under the Existing Shipper's Gas Transportation Contract pursuant to Section 7(b) of the

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Third Revised Sheet No. 116 Third Revised Sheet No. 116 : Effective Superseding: Second Revised Sheet No. 116

Natural Gas Act and Section 284.221(d) of the Commission's Regulations as of the date of termination of the existing Long-Term Gas Transportation Contract for Firm Reserved Service.

(1) Failure to Execute a Gas Transportation Contract. If the Offering Shipper fails to execute a Gas Transportation Contract according to the agreed-upon terms thirty (30) days from the date the Contract is tendered to the Offering Shipper, Transporter will continue to provide the Existing Shipper service at the Existing Shippers Gas Transportation Contract rate and Transporter will hold a second open season as prescribed in Section 29.6 (d). The Bid Notification and Bid Matching Procedures will be repeated. If the Existing Shipper fails to execute a Gas Transportation Contract according to the agreed-upon terms thirty (30) days from the date the Contract is tendered to the Existing Shipper, Transporter will initiate procedures for offering available capacity as prescribed in Section 3 of the RTS and ITS Rate Schedules.

30. ELECTRONIC BULLETIN BOARD

30.1 Applicability. Transporters Electronic Bulletin Board will provide all Shippers equal and timely access to information relevant to the availability of firm and interruptible transportation and park and loan service. The Electronic Bulletin Board will be available on a nondiscriminatory basis to any party ("User") that has compatible equipment for electronic transmission of data, provided that User has been assigned a user identification ("USERID") and password and agrees to comply with the procedures for access to the Electronic Bulletin Board and with the procedures for use of the system set forth in this Section 30. Any party may contact Transporter to obtain a USERID and information regarding procedures for access.

30.2 System Description. Transporters Electronic Bulletin Board is PC based and TTY Compatible. The Electronic Bulletin Board provides on-line help; a search function that permits a User to locate all information concerning a specific transaction; menus that permit a User to access separately each record; notices of available capacity; offers by Shippers to assume or acquire capacity pursuant to Effective Date: 11/26/2008 Status: Effective FERC Docket: RP09-109-000 FOURTH REVISED SHEET NO. 117 FOURTH REVISED SHEET NO. 117 Superseding: THIRD REVISED SHEET NO. 117

Section 28.13; and Standards of Conduct information. Users may electronically download files and split extremely large documents into smaller files prior to that download. Transporter will periodically purge completed transactions from its Electronic Bulletin Board files. Information on the most recent entries will appear before older information.

30.3 Back-up Records and Archived Material. Transporter maintains and retains daily back-up records of the information displayed on the Electronic Bulletin Board for three years and permits a User to review those records, which are archived and reasonably accessible. A User must contact Transporter with a written request to retrieve backup records or archived material. Transporter will make archived information available on electronic form for a \$100.00 fee.

30.4 User Transactions Via Transporters Electronic Bulletin Board. Any User may use Transporter Electronic Bulletin Board to:

(a) Provide nominations pursuant to these General Terms and Conditions;

(b) Execute its Right of First Refusal as an Existing Shipper pursuant to Section 29 of these General Terms and Conditions or submit a bid as an Offering Shipper under that section; and

(c) Participate in Transporters Capacity Release Program pursuant to Section 28 of these General Terms and Conditions.

30.5 Information Accessible Via Transporters Electronic Bulletin Board. Any User may obtain the following information via Transporters Electronic Bulletin Board:

(a) Information concerning:

 (i) The availability of capacity for Firm and Interruptible Transportation at Receipt Points, on the mainline and at Delivery Points, and of capacity for Park and Loan Service at Parking and Loan Points;

(ii) Whether the capacity is available from Transporter directly, in association with exercise of a Shippers Right of First Refusal, or through Transporters Capacity Release Program;

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Ninth Revised Sheet No. 118 Ninth Revised Sheet No. 118 : Effective Superseding: Eighth Revised Sheet No. 118 (iii) Offers by Shippers to assume or acquire capacity pursuant to Section 28.13; (iv) Offers of discount rates to energy affiliates of Transporter and procedures for similarly-situated non-affiliates to obtain comparable discounts; (v) Notice of Shippers' monthly Measurement Variance Gas Factor; (vi) Notice of termination of an Operational Balancing Agreement; (vii) Notices of planned routine repair, maintenance and other construction or testing procedures, as provided in Section 20 of these General Terms and Conditions; (viii) Notice of Advisories under Rate Schedules HUB or PAL; (ix) Currently effective systemwide Injection/Withdrawal and Daily Balance Rates for Rate Schedules HUB or PAL; (x) Quantities available under the cashout mechanism specified in Rate Schedules HUB or PAL; (xi) Monthly New York City Gate prices as published in Natural Gas Week; and (xii) An Index of Shippers provided in accordance with 18 C.F.R. 284.106 and 284/223. (b) A listing of Receipt Points on Transporter's system including the following information: (i) Designation of Receipt Point; (ii) Location of Receipt Points;

Effective Date: 12/17/2004 Status: Effective FERC Docket: RP05-75-000 Third Revised Sheet No. 119 Third Revised Sheet No. 119 : Effective Superseding: Second Revised Sheet No. 119

(iii) Operator name and phone number;

and

(iv) Total firm capacity subscribed at

the Receipt Point.

(c) A listing of Delivery Points on Transporters system including the following information:

(i) Designation of Delivery Point;

(ii) Location of Delivery Point;

(iii) Operator name and phone number; and

(iv) Total firm capacity subscribed at the Delivery Point;

(d) Transporters currently effective FERC Gas Tariffs General Terms and Conditions.

(e) The following information for each transportation contract between Transporter and any energy affiliates of Transporter executed during the previous three years:

(i) the name of the shipper;

(ii) its affiliation with Transporter;

(iii) the contract number; and

 $({\rm iv})$ the date on which such shipper requested service pursuant to this tariff.

30.6 Any provisions of this FERC Gas Tariff requiring that matters be written or in writing are satisfied by either Shippers or Transporters use of electronic transmission through the Electronic Bulletin Board in accordance with the procedures for using the system. All other provisions not included in the Tariff pertaining to gas transportation requiring items on information to be written or in writing remain unchanged.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-739-002 SUB. FIFTEENTH REVISED SHEET NO. 120 SUB. FIFTEENTH REVISED SHEET NO. 120

Superseding: FIFTEENTH REVISED SHEET NO. 120

31. COMPLIANCE WITH NAESB STANDARDS.

Transporter has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR Section 284.12 (a) in accordance with Order No. 587, et al. In addition to those NAESB WGQ standards elsewhere referred to in the tariff, Transporter is incorporating herein the following NAESB WGQ Version 1.8 standards, definitions, and data sets, by reference:

General Standards

0.2.1-0.2.3, 0.3.1-0.3.8, 0.3.10-0.3.15, 0.4.1

Nominations Related Standards

1.2.2, 1.2.5, 1.2.8-1.2.11, 1.2.13-1.2.19, 1.3.2(vi), 1.3.8, 1.3.19-1.3.21, 1.3.23-1.3.25, 1.3.27, 1.3.32, 1.3.34-1.3.36, 1.3.42, 1.3.43, 1.3.47-1.3.77, 1.3.79, 1.4.1-1.4.7

Flowing Gas Related Standards

2.2.2-2.2.5, 2.3.9-2.3.13, 2.3.16-2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.32-2.3.35, 2.3.40-2.3.65, 2.4.1-2.4.18

Invoicing Related Standards

3.3.1-3.3.13, 3.3.16-3.3.26, 3.4.1-3.4.4

Quadrant Electronic Delivery Mechanism Related Standards

4.2.1-4.2.20, 4.3.1-4.3.3, 4.3.5, 4.3.16-4.3.18, 4.3.20, 4.3.22-4.3.36, 4.3.38-4.3.62, 4.3.65-4.3.69, 4.3.72-4.3.76, 4.3.78-4.3.87, 4.3.89-4.3.93

Capacity Release Related Standards

5.2.1-5.2.3, 5.3.8, 5.3.11, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.23, 5.3.24, 5.3.30-5.3.49, 5.3.52, 5.3.57-5.3.59, 5.4.1-5.4.23

Internet Electronic Transport Standards

10.2.1-10.2.38, 10.3.1, 10.3.3-10.3.25

If there is a conflict between any of these NAESB WGQ Standards and other portions of this FERC Gas Tariff, the NAESB WGQ standards will control.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Third Revised Sheet No.121 Third Revised Sheet No.121 : Effective Superseding: Second Revised Sheet No. 121

32. NEGOTIATED RATES

32.1 PRECONDITIONS TO NEGOTIATED RATES

Rates to be charged by Transporter for service to any Shipper under Rate Schedule RTS, ITS, or HUB may deviate in either form or level or both from the applicable maximum rate level in this Tariff, subject to the following provisions:

(a) Transporter and Shipper have executed a valid Gas Transportation Contract containing therein a specific mutual understanding that Negotiated Rate(s) or a Negotiated Rate Formula will apply to service for that Shipper, and the specific terms of that understanding have been set forth on Schedule 3 of that Gas Transportation Contract;

(b) At the time of execution of the Gas Transportation Contract, which first provides for the applicability to Shipper of the Negotiated Rate(s) or Negotiated Rate Formula, service was available pursuant to the terms and conditions (not modified by this Section 32) of Rate Schedule RTS, ITS, or HUB of this Tariff, as applicable; and

(C) No later than the Business Day on which Transporter commences service at such a Negotiated Rate or Negotiated Rate Formula (or if the day on which Transporter commences service is not a Business Day, then no later than the next Business Day after Transporter commences service), Transporter will file a tariff sheet advising the Commission of such Negotiated Rate or Negotiated Rate Formula, stating the name of Shipper, the type of service, the Receipt and Delivery Point(s) applicable to the service, the volume of the gas to be transported, any other charges, and specifying either: (i) the specific Negotiated Rate included in such Gas Transportation Contract; or (ii) the Negotiated Rate Formula included in such Gas Transportation Contract with sufficient specificity such that the rate in effect from time to time can be readily calculated. The tariff sheet must also incorporate a statement that the Gas Transportation Contract does not deviate from

the form of Service Agreement in any material respect.

Effective Date: 11/16/1997 Status: Effective

FERC Docket: RP98- 18-002

2nd Sub. Second Revised Sheet No. 122 2nd Sub. Second Revised Sheet No. 122 : Effective Superseding: First Revised Sheet No. 122

32.2 CAPACITY ALLOCATION AND CURTAILMENT

In determining the best bid for right of first refusal and in allocating capacity, Transporter will consider only revenues that would be generated by a demand or reservation rate or other form of revenue guarantee, such as a usage charge associated with a minimum volume commitment. In the event that the revenue generated pursuant to the Negotiated Rate(s) or Negotiated Rate Formula would exceed the revenue generated at the Recourse Rate, for the purposes of capacity allocation or curtailment, the Shipper paying such Negotiated Rate or a rate under a Negotiated Rate Formula shall be treated as if the rate equals the Recourse Rate. Anv Shipper, existing or new, paying the Recourse Rate has the same right to capacity as a Shipper willing to pay a higher Negotiated Rate or rate under a Negotiated Rate Formula. Ιf the Negotiated Rate or the rate under a Negotiated Rate Formula is higher than the corresponding Recourse Rate, the Recourse Rate rather than the Negotiated Rate will be used as the price cap for the Right of First Refusal pursuant to Section 29 of these General Terms and Conditions. Where the Negotiated Rate or a rate under a Negotiated Rate Formula results in revenue that is greater than the Recourse Rate during certain portions of the relevant evaluation period, but less than the revenue at the Recourse Rate during other portions of the relevant evaluation period (but the revenue pursuant to the Negotiated Rate or rate under a Negotiated Rate Formula equals or exceeds that which would be generated at the Recourse Rate for the entire evaluation period), the value of bids, requests and rates at a Negotiated Rate or a rate under a Negotiated Rate Formula shall be evaluated as though the Recourse Rate applied under such bid, request or rate for the entire evaluation period. Where the Negotiated Rate or rate under the Negotiated Rate Formula results in revenue that is less than the revenue at the Recourse Rate over the relevant evaluation period, the value of the bids, requests or rates at the Negotiated Rate or rate under the Negotiated Rate Formula shall be evaluated based on such lower revenue and shall be afforded a correspondingly lower priority than bids, requests or rates at the Recourse Rate.

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Fourth Revised Sheet No. 123 Fourth Revised Sheet No. 123 : Effective

Superseding: Third Revised Sheet No. 123 : Effective

32.3 MONTHLY BILL

Where a Shipper is receiving service under a Negotiated Rate or a rate under a Negotiated Rate Formula, the monthly bill for such firm reserved service rendered under Rate Schedule RTS or such interruptible service under Rate Schedule ITS or HUB shall be determined in accordance with the terms of the Gas Transportation Contract between Transporter and Shipper.

32.4 ACCOUNTING FOR COSTS AND REVENUES

Transporter will maintain separate records of Negotiated Rate and Negotiated Rate Formula transactions for each billing period. These records shall include the volumes transported, the billing determinants, the rates charged and the revenue received associated with such transactions. Transporter will separately identify such transactions in Statements G, I and J (or their equivalent) filed in any general rate proceeding.

33. TITLE TRANSFER TRACKING

33.1 PRECONDITIONS TO TITLE TRANSFER TRACKING

Any party wishing to either initiate a Title Transfer or be the recipient of a Title Transfer must have a PAL contract in place with Iroquois prior to initiating such Title Transfer. A Third Party Account Administrator doing Title Transfer Tracking on behalf of a Shipper must either: 1) be assigned as an agent for a Shipper with a PAL contract, or 2) apply for and be awarded a PAL contract.

33.2 TITLE TRANSFER TRACKING

Title Transfer Tracking is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas. A Third Party Account Administrator is a Title Transfer Tracking Service Provider other than Iroquois. The act of nominating from one PAL contract to another PAL contract at the same point effectuates a Title Transfer. The act of nominating from a PAL contract to an RTS or ITS contract (or conversely, the act of nominating from an RTS or ITS contract to a PAL contract) also effectuates a Title Transfer, if the corresponding nomination successfully makes it through the nomination process.

33.3 PAL TITLE TRANFER TRACKING (PAL TTT) TRANSACTIONS PAL TTT Transactions are subject to a rate of 0.0000 for INJECTION/WITHDRAWAL/DAILY BALANCE provided that any nominations to a PAL contract are accompanied by a nomination from that PAL contract (for the same quantity, at the same point, and in the same cycle as the nomination to the PAL contract) to another contract and provided that the nominations successfully make it through the nomination process. PAL Title Transfer Tracking (PAL TTT) Transactions are also subject to a rate of 0.0000 for INJECTION/WITHDRAWAL provided that the nomination was from one PAL contract to another PAL contract at the same point. Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 THIRD REVISED SHEET NO. 124 THIRD REVISED SHEET NO. 124 Superseding: SECOND REVISED SHEET NO. 124

34. OFF-SYSTEM CAPACITY

From time to time, Transporter may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("Off-System Capacity"). In the event Transporter acquires such Off-System Capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers. Transporter will only render service to Shippers pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 34, the "shipper must have title" requirement is waived. Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 ORIGINAL SHEET NO. 125 ORIGINAL SHEET NO. 125

Sheet Nos. 125 through 135 reserved for future use.

Effective Date: 05/01/1996 Status: Effective FERC Docket: RP96-187-000 Second Revised Sheet Nos. 136-137 Second Revised Sheet Nos. 136-137 : Effective Superseding: First Revised Sheet Nos. 136-137

Sheet Nos. 136 through 137 are reserved for future use.

Effective Date: 09/01/1993 Status: Effective FERC Docket: RS92- 17-004 Original Sheet No. 138-140 original Sheet No. 138-140 : Effective

Sheet Nos. 138 through 140 reserved for future use.

Effective Date: 02/01/2009 Status: Effective FERC Docket: RP09-206-000 FOURTH REVISED SHEET NO. 141 FOURTH REVISED SHEET NO. 141 Superseding: THIRD REVISED SHEET NO. 141

> PRO FORMA GAS TRANSPORTATION CONTRACT FOR FIRM RESERVED SERVICE

This Contract is made as of the [date] day of [month], [year], by and between the IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter", and [name of SHIPPER], a [state] [entity], herein called "Shipper", pursuant to the following recitals and representations:

WHEREAS, Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System";

WHEREAS, Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, ("TransCanada") through the States of Connecticut and New York, to South Commack, New York and extending to Hunts Point, New York;

WHEREAS, Shipper has requested firm natural gas transportation service for transportation of up to [amount] Dth/d of natural gas;

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 142 FOURTH REVISED SHEET NO. 142 Superseding: THIRD REVISED SHEET NO. 142

WHEREAS, Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS, Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render firm, reserved transportation services to Shipper by entering into this Gas Transportation Contract for Firm Reserved Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Scheduled Input Quantity to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each day thereafter, Transporter shall make the Scheduled Equivalent Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

3. Shipper shall be solely responsible for securing faithful performance by the suppliers of natural gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of said gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive on a primary basis from or for the account of Shipper at each Receipt Point on any day such quantities of natural gas up to the Maximum Input Quantity for such Receipt Point Effective Date: 02/01/2009 Status: Effective FERC Docket: RP09-206-000 FOURTH REVISED SHEET NO. 143 FOURTH REVISED SHEET NO. 143 Superseding: THIRD REVISED SHEET NO. 143

as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available on a primary basis to or on behalf of Shipper at each Delivery Point on any day the Equivalent Quantity not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective Schedule 2 appended hereto. Shipper may on a secondary basis receive quantities of natural gas at each Receipt Point up to two times the Maximum Input Quantity as set forth on the currently effective Schedule 1 appended hereto and deliver quantities of natural gas at each Delivery Point up to two times the Maximum Equivalent Quantity as set forth on the currently effective Schedule 2 appended hereto, provided that Shipper does not exceed the Maximum Equivalent Quantity in any pipe Segment.

2. Transporter shall make available to Shipper the transportation service reserved under this Article II on the days and for the quantities of gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 143A THIRD REVISED SHEET NO. 143A Superseding: SECOND REVISED SHEET NO. 143A

ARTICLE III - RATE

1. Except where a Negotiated Rate or Negotiated Rate Formula is applicable, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the Applicable Maximum Transportation Commodity Rate specified in the RTS Rate Schedule as in effect on the day the transportation service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Transportation Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Transportation Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Transportation Commodity Rate in lieu of the Maximum Transportation Commodity Rate. For each Dth of Scheduled Equivalent Quantity to which a Negotiated Rate or a rate under a Negotiated Rate Formula applies, Shipper agrees to pay and shall pay any applicable Negotiated Rate or rate under a Negotiated Rate Formula set forth in the currently effective Schedule 3 appended hereto in lieu of the Maximum Transportation Commodity Rate.

2. Except where a Negotiated Rate or a Negotiated Rate Formula is applicable, on the Commencement Date and each day thereafter, for each Dth per day of the Maximum Input Quantity at each Receipt Point, Shipper agrees to pay and shall pay the applicable Maximum Transportation Demand Rate specified in the RTS Rate Schedule as in effect on the day for which transportation capacity has been reserved; provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIFTH REVISED SHEET NO. 144 FIFTH REVISED SHEET NO. 144 Superseding: FOURTH REVISED SHEET NO. 144

Shipper for a Discounted Transportation Demand Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Demand Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of the Maximum Input Quantity at each Receipt Point to which a Discounted Transportation Demand Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Demand Rate in lieu of the Maximum Transportation Demand rate. For each Dth of the Maximum Input Quantity at each Receipt Point to which a Negotiated Rate or a rate under a Negotiated Rate Formula applies, Shipper agrees to pay and shall pay any applicable Negotiated Rate or rate under a Negotiated Rate Formula set forth in the currently effective Schedule 3 appended hereto in lieu of the Maximum Transportation Demand Rate.

3. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay any applicable ACA Adjustments, Deferred Asset Surcharge, and any other applicable surcharge specified in the RTS Rate Schedule as in effect on the day the transportation service is rendered.

4. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's RTS Rate Schedule, or (b) any provision of the General Terms and Conditions applicable to such rate schedules. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when Shipper believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the RTS Rate Schedule and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which RTS Rate Schedule and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 NINTH REVISED SHEET NO. 145 NINTH REVISED SHEET NO. 145 Superseding: EIGHTH REVISED SHEET NO. 145

ARTICLE V - TERM

1. The Commencement Date shall be [the latter of] [____] [or such date on which the natural gas facilities required to enable Transporter to render transportation service to Shipper hereunder are constructed, installed and made operational, as shall be set forth in Transporters Final Notice to Shipper].

2. This Contract shall be effective as of the date first herein above written; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

3. This Contract shall continue in force and effect until [expiration date] [, and year to year thereafter unless (1) terminated by either party upon twelve (12) months prior written notice to the other or (2) extended pursuant to the provisions of Section 29.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff]; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

[4. In accordance with Section 29.6 (b) of Transporter's tariff, Shipper shall notify Transporter in writing not later than [_____] of its intent to exercise its Right of First Refusal under this Contract.]

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Co. One Corporate Drive, Suite 600 Shelton, Connecticut 06484 Attention: Marketing, Development & Commercial Operations Contract Administration

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper] [Address] [Attention:]

Either party may change its address under this Article by written notice to the other party.

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 THIRD REVISED SHEET NO. 146 THIRD REVISED SHEET NO. 146 Superseding: SECOND REVISED SHEET NO. 146

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld.] [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity if that party first obtains the written consent thereto of the other party and such consents shall not be unreasonably withheld.] It is agreed, however, that the restrictions on assignment contained in

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 147 SECOND REVISED SHEET NO. 147 Superseding: FIRST REVISED SHEET NO. 147

this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of New York.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 148 SECOND REVISED SHEET NO. 148 Superseding: FIRST REVISED SHEET NO. 148

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in duplicate counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

> IROQUOIS GAS TRANSMISSION SYSTEM, L.P. By Its Agent IROQUOIS PIPELINE OPERATING COMPANY

Ву	
Name:	

Title: _____

Ву	
Name:	
Title:	

[NAME OF SHIPPER]

Ву	
Name:	
Title:	

Effective Date: 02/01/2009 Status: Effective FERC Docket: RP09-206-000 FIRST REVISED SHEET NO. 148A FIRST REVISED SHEET NO. 148A Superseding: ORIGINAL SHEET NO. 148A

SCHEDULE 1

Receipt Point(s):

Maximum Input Quantity:

Pressure:

Effective Date: 02/01/2009 Status: Effective FERC Docket: RP09-206-000 FIRST REVISED SHEET NO. 148B FIRST REVISED SHEET NO. 148B Superseding: ORIGINAL SHEET NO. 148B

SCHEDULE 2

Delivery Point(s):

Maximum Equivalent Quantity:

Pressure:

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 148C FIRST REVISED SHEET NO. 148C Superseding: ORIGINAL SHEET NO. 148C

SCHEDULE 3

Negotiated Rate or Rate Formula:

Transporter and Shipper have mutually agreed that Shipper will pay the [(following Negotiated Rate) or (rate calculated in accordance with the following Negotiated Rate Formula)]: Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 149 FOURTH REVISED SHEET NO. 149 Superseding: THIRD REVISED SHEET NO. 149

> PRO FORMA GAS TRANSPORTATION CONTRACT FOR INTERRUPTIBLE SERVICE

This Contract is made as of the [date] day of [month], [year], by and between the IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter", and [name of SHIPPER] a [state] [entity], herein called "Shipper", pursuant to the following recitals and representations:

WHEREAS, Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System";

WHEREAS, Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, through the States of Connecticut and New York, to South Commack, New York and extending to Hunts Point, New York;

WHEREAS, Shipper has requested Interruptible natural gas transportation service for transportation of up to [amount] Dth/d of natural gas;

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 150 THIRD REVISED SHEET NO. 150 Superseding: SECOND REVISED SHEET NO. 150

WHEREAS, Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS, Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render Interruptible Transportation Services ("ITS") to Shipper by entering into this Gas Transportation Contract for Interruptible Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Scheduled Input Quantity to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each day thereafter on which the Scheduled Input Quantity is delivered to Transporter at the Receipt Point(s) pursuant to Section 1 of this Article I, Transporter shall, subject to interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, make the Scheduled Equivalent Quantity, available to or on behalf of Shipper at the Delivery Point(s).

3. Shipper shall be solely responsible for securing faithful performance by the suppliers of natural gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

1. Shipper hereby contracts for the right to cause Transporter to receive from or for the account of

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 151 FOURTH REVISED SHEET NO. 151

Superseding: THIRD REVISED SHEET NO. 151

Shipper at each Receipt Point such quantities of natural gas up to the Maximum Input Quantity for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto, on any day on which Transporter has interruptible capacity available to Shipper, and Transporter shall make available to or on behalf of Shipper on an interruptible basis at each Delivery Point on such day the Equivalent Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective Schedule 2 appended hereto.

2. Transporter shall make available to Shipper the transportation service contracted for under this Article II on the days and for the quantities of gas for which Transporter has interruptible capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. Except where a Negotiated Rate or Negotiated Rate Formula is applicable, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Transportation Commodity Rate specified in ITS Rate Schedule as in effect on the day the transportation service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Transportation Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Transportation Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Transportation Commodity Rate in lieu of the Maximum Transportation Commodity Rate. For each Dth of Scheduled Equivalent Quantity to which a Negotiated Rate or a rate under a Negotiated Rate Formula applies, Shipper agrees to pay and shall pay any applicable Negotiated Rate or rate under a Negotiated Rate Formula set forth in the currently effective Schedule 3 appended hereto in lieu of the Maximum Transportation Commodity Rate.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-366-001 First Revised Sheet No. 151A First Revised Sheet No. 151A : Effective Superseding: Original Sheet No. 151A

2. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable ACA Adjustments, Deferred Asset Surcharge and any other applicable surcharge specified in the ITS Rate Schedule as in effect on the day the transportation service is rendered.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 152 SECOND REVISED SHEET NO. 152 Superseding: FIRST REVISED SHEET NO. 152

effective in (a) the rates and charges applicable to service pursuant to Transporter's ITS Rate Schedule, or (b) any provision of the General Terms and Conditions applicable to such rate schedules. Transporter agrees that Shipper may contest any such filing or changes, and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when it believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the ITS Rate Schedule and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which ITS Rate Schedule and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be [].

2. This Contract shall be effective as of the date first hereinabove written; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

3. This Contract shall continue in force and effect until [expiration date], and year to year thereafter, subject to Shipper's ongoing satisfaction of the applicable Availability provisions of the ITS Rate Schedule of Transporter's effective FERC Gas Tariff (with the exception of Paragraph 1 (a) thereof), unless terminated by either party upon ninety (90) days prior written notice to the other; provided, however, that if the Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 EIGHTH REVISED SHEET NO. 153 EIGHTH REVISED SHEET NO. 153 Superseding: SEVENTH REVISED SHEET NO. 153

FERC authorizes Transporter to abandon service to Shipper on an earlier date, this contract shall terminate as of such earlier date.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Company One Corporate Drive, Suite 600 Shelton, Connecticut 06484 Attention: Marketing, Development & Commercial Operations Contract Administration

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper] [Address] [Attention:]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld.][Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity if that party first obtains the written consent thereto of the other party and such consents shall not be unreasonably withheld.] It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 154 FIRST REVISED SHEET NO. 154 Superseding: ORIGINAL SHEET NO. 154

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware Limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all claims; and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of New York.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 155 SECOND REVISED SHEET NO. 155 Superseding: FIRST REVISED SHEET NO. 155

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

> IROQUOIS GAS TRANSMISSION SYSTEM, L.P. By Its Agent IROQUOIS PIPELINE OPERATING COMPANY

Ву _____

Name:

Title: _____

[NAME OF SHIPPER]

Ву	
Name:	
Title:	

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 155A FIRST REVISED SHEET NO. 155A Superseding: ORIGINAL SHEET NO. 155A

SCHEDULE 1

Receipt Point(s):

Maximum Input Quantity:

Pressure:

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 155B FIRST REVISED SHEET NO. 155B Superseding: ORIGINAL SHEET NO. 155B

SCHEDULE 2

Delivery Point(s):

Maximum Equivalent Quantity:

Pressure:

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 155C FIRST REVISED SHEET NO. 155C Superseding: ORIGINAL SHEET NO. 155C

SCHEDULE 3

Negotiated Rate or Rate Formula:

Transporter and Shipper have mutually agreed that Shipper will pay the [(following Negotiated Rate) or (rate calculated in accordance with the following Negotiated Rate Formula)]:

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 FOURTH REVISED SHEET NO. 156 FOURTH REVISED SHEET NO. 156 Superseding: THIRD REVISED SHEET NO. 156

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 FOURTH REVISED SHEET NO. 157 FOURTH REVISED SHEET NO. 157 Superseding: THIRD REVISED SHEET NO. 157

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 SECOND REVISED SHEET NO. 158 SECOND REVISED SHEET NO. 158 Superseding: FIRST REVISED SHEET NO. 158

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 THIRD REVISED SHEET NO. 158A THIRD REVISED SHEET NO. 158A Superseding: SECOND REVISED SHEET NO. 158A

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 SECOND REVISED SHEET NO. 158B SECOND REVISED SHEET NO. 158B Superseding: FIRST REVISED SHEET NO. 158B

Effective Date: 07/01/2009 Status: Effective FERC Docket: RP09-627-000 FIRST REVISED SHEET NO. 158C FIRST REVISED SHEET NO. 158C Superseding: ORIGINAL SHEET NO. 158C

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SIXTH REVISED SHEET NO. 159 SIXTH REVISED SHEET NO. 159 Superseding: FIFTH REVISED SHEET NO. 159

> PRO FORMA BLANKET GAS TRANSPORTATION CONTRACT FOR FIRM RESERVED SERVICE WITH REPLACEMENT SHIPPER

This Contract is made as of the day of , by and between the IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter", and [Name of Shipper], a [state] [legal entity], herein called "Shipper", pursuant to the following recitals and representations:

WHEREAS Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System";

WHEREAS Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, through the States of Connecticut and New York, to South Commack, New York and extending to Hunts Point, New York;

WHEREAS Shipper has obtained or is about to obtain capacity released from a Releasing Shipper pursuant to the terms of Section 28 of the General Terms and Conditions of Transporter's FERC Gas Tariff and the specific terms and conditions described in each effective Capacity Release Offer Report ("CROR") as defined in Section 28 of the General Terms and Conditions of Transporter's FERC Gas Tariff;

WHEREAS each effective CROR appended to this Contract constitutes a separate transaction for purposes of Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff and sets forth the term of the release transaction, the rate Shipper is obligated to pay, the Receipt and Delivery Points Shipper may use, the maximum quantity of capacity Shipper has available for its use at these points, and other relevant terms and conditions associated with Shipper's acquisition of the released capacity;

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 160 FOURTH REVISED SHEET NO. 160 Superseding: THIRD REVISED SHEET NO. 160

WHEREAS Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render firm, reserved transportation services to Shipper by entering into this Gas Transportation Contract for Firm Reserved Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. So long as Shipper satisfies the provisions of Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff, including the creditworthiness standards therein, and upon the execution and effectiveness of this Contract, Shipper shall be qualified to bid from time to time on releases of capacity (or acquire such capacity as a Prearranged Replacement Shipper) as set forth in Section 28 of those General Terms and Conditions. If at any time a bid submitted by Shipper is accepted by Transporter, Transporter will post on its EBB an addendum to this Contract in the format set forth on its EBB as a CROR.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 160A SECOND REVISED SHEET NO. 160A Superseding: FIRST REVISED SHEET NO. 160A

Each CROR is an integral part of this Contract; shall be deemed to incorporate the terms of this Contract; and shall be binding on the Parties. Shipper agrees to advise Transporter of any material change in the information previously provided to Transporter pursuant to Section 3 of the General Terms and Conditions of Transporter's Tariff.

2. During the Term of this Contract, on each day on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Scheduled Input Quantity to be delivered to Transporter at the Receipt Point(s).

3. On each day during the Term of this Contract, Transporter shall make the Scheduled Equivalent Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SEVENTH REVISED SHEET NO. 161 SEVENTH REVISED SHEET NO. 161

SEVENTH REVISED SHEET NO. 161 SEVENTH REVISED SHEET NO. 161 Superseding: SIXTH REVISED SHEET NO. 161

4. Shipper shall be solely responsible for securing faithful performance by Gas Supplier(s) and/or any applicable upstream or downstream Shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of Gas Supplier(s) and/or any applicable upstream or downstream Shippers to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive on a primary basis from or for the account of Shipper at each Receipt Point on any day such quantities of natural gas up to the Maximum Input Quantity for such Receipt Point as set forth on the currently effective CROR, and Transporter shall make available on a primary basis to or on behalf of Shipper at each Delivery Point on any day the Equivalent Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective CROR; provided, however, Shipper's right to request service hereunder, and Transporter's obligation to provide such service, shall be subject to the terms and conditions stated in each effective CROR. Shipper may on a secondary basis receive quantities of natural gas at each Receipt Point up to two times the Maximum Input Quantity and deliver quantities of natural gas at each Delivery Point up to two times the Maximum Equivalent Quantity, provided that Shipper does not exceed the Maximum Equivalent Quantity in any pipe Segment.

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 SECOND REVISED SHEET NO. 161A SECOND REVISED SHEET NO. 161A Superseding: FIRST REVISED SHEET NO. 161A

2. Transporter shall make available to Shipper the transportation service reserved under this Article II on the days and for the quantities of gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. During the Term of this Contract, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Transportation Commodity Rate specified in the RTS Rate Schedule, provided that the term is greater than one year as in effect on the day the transportation service is rendered;

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 EIGHTH REVISED SHEET NO. 162 EIGHTH REVISED SHEET NO. 162 Superseding: SEVENTH REVISED SHEET NO. 162

provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Transportation Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Transportation Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Transportation Commodity Rate in lieu of the Maximum Transportation Commodity Rate. No rate caps shall apply to any capacity releases with terms of less than or equal to one year.

2. During the Term of this Contract, for each Dth per day of the Maximum Input Quantity, at each Receipt Point, Shipper agrees to pay and shall pay the demand rate set forth in each effective CROR hereto, or, if applicable, its volumetric equivalent, including any demand related fees, surcharges, and transition costs.

3. If Shipper is a Releasing Shipper, as defined in Section 28 of the General Terms and Conditions, for each month, the Transportation Demand Charge billed to Shipper shall be credited in accordance with Section 4.3(g) of Rate Schedule RTS and Section 28.17 of the General Terms and Conditions.

4. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable ACA Adjustments, Deferred Asset Surcharge, and any other applicable surcharge specified in the RTS Rate Schedule as in effect on the day the transportation service is rendered.

5. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's RTS Rate Schedules, or (b) any provision of the General Terms and Conditions applicable to such rate schedules. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when Shipper believes

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 163 THIRD REVISED SHEET NO. 163 Superseding: SECOND REVISED SHEET NO. 163

Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the RTS Rate Schedule and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which RTS Rate Schedule and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be [date].

2. This Contract shall be effective as of the date first hereinabove written; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the first day of the Term.

3. This Contract shall continue in force and effect until [expiration date], and year to year thereafter, unless terminated by either party upon ninety (90) days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date. Termination or expiration of this Contract will also result in the termination of each CROR which is effective.

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 EIGHTH REVISED SHEET NO. 164 EIGHTH REVISED SHEET NO. 164 Superseding: SEVENTH REVISED SHEET NO. 164

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Company One Corporate Drive Suite 600 Shelton, Connecticut 06484 Attention: Marketing, Development & Commercial Operations Contract Administration

Notices to Shipper hereunder shall be addressed to:

[NAME OF SHIPPER] [ADDRESS] [ATTENTION:]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld.] [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity if that party first obtains the written consent thereto of the other party and such consents shall not be unreasonably withheld.] It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 165 FIRST REVISED SHEET NO. 165 Superseding: ORIGINAL SHEET NO. 165

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, it officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by laws of the State of New York.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 166 THIRD REVISED SHEET NO. 166 Superseding: SECOND REVISED SHEET NO. 166

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

IROQUOIS GAS TRANSMISSION SYSTEM, L.P. By Its Agent IROQUOIS PIPELINE OPERATING COMPANY

Ву _____

Name:

Title:

[NAME OF SHIPPER]

Ву	
Name:	
Title:	

Effective Date: 01/27/2009 Status: Effective FERC Docket: RP09-283-000 **THIRD REVISED SHEET NO. 167** THIRD REVISED SHEET NO. 167 Superseding: SECOND REVISED SHEET NO. 167

Capacity Release Offer Report Offer No:

Releasor Contract		Pipeline					
Release Term Start Release Term End Min. Rate.	Min. Rate	% Max	Σ		Max. Ta Rate	riff	
Min. Quantity		Quant	tity		Rate		
Locations							
Summary							
Bidding period Release term (days)		to to					
Indicators Discount Permanent Release Re-Releasable Standalone Offer Pre-arranged			Previously Released Special Terms Contingent Bids Acceptable Recall/Reput				
Program Type (Asset 1	Manager Agr	eement	/Retai	l Choi	ce Progr	am/Other)	
Disclosure of minimur Quantity Rate Term	ms						
Locations and Quantities							
Description	Zone	Leg	Sec	OBA	Use	Qty	
Quantity Type							
Quantity type							
Rates Bidding Units Max Tariff Rate Minimum Rate Minimum % Max Rate Rate Basis			Min C	Commit	ent Qty		

Effective Date: 09/01/2003 Status: Effective FERC Docket: RP03-420-000 Third Revised Sheet No. 168 Third Revised Sheet No. 168 : Effective Superseding: Second Revised Sheet No. 168

Pre-arranged Bidder			
Bidder Company	Contact		
Phone	Fax		
Email	Bid	010	
Matching Deadline Affiliate Of	Bid	Amount	

Conditions

Contingent bid terms Contingency end date Special terms Recall/reput Recall/reput terms Recall/reput allowed on Business Day only Recall Notification Cycle (Latest Allowable)

Contact

Conta	ct	
Phone	No.	
Email		
Notes		

Fax no. Posting date

Evaluation

Expected Award

Evaluation Method

Description

Tie Breaking Method

Current Bids

Term Qty-dth Rate Amt Rate % Est. Valuation Status

Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-415-000 Second Revised Sheet No. 169 Second Revised Sheet No. 169 : Effective Superseding: FIRST REVISED SHEET NO. 169

Capacity Release Bid Report Offer No:

Rate/Term

Rate Amount Rate % Term Start Term End

Locations/Quantities Description Zone Leg Sec OBA Use Qty

Conditions Contingent bid Standalone bid Award minimum

Special Terms

Bidder

Company		Contact	
Phone No.		Fax No.	
Email		Posting	date
Affiliate	Of		
Notes			

Volumetric Commitment

Quantity	Minimum	Volumetric	Quantity
Percent	Minimum	Volumetric	Percent

Effective Date: 12/01/1995 Status: Effective FERC Docket: RP96- 22-000 First Revised Sheet No. 170 First Revised Sheet No. 170 : Effective Superseding: ORIGINAL SHEET NO. 170

[RESERVED]

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIFTH REVISED SHEET NO. 171 FIFTH REVISED SHEET NO. 171 Superseding: FOURTH REVISED SHEET NO. 171

PRO FORMA

PARK AND LOAN SERVICE CONTRACT

This Contract is made as of the [date] day of [month], [year], by and between the IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter", and [name of SHIPPER], a [state] [entity] herein called "Shipper", pursuant to the following recitals and representations:

WHEREAS, Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System";

WHEREAS, Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, through the States of Connecticut and New York, to South Commack, New York and extending to Hunts Point, New York;

WHEREAS, Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to provide Park and Loan ("PAL") Service on behalf of Shipper; and

WHEREAS, Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render Park and Loan Service to Shipper by entering into this Park and Loan Service Contract;

Effective Date: 12/23/2004 Status: Effective FERC Docket: RP05- 88-000 Fourth Revised Sheet No. 172 Fourth Revised Sheet No. 172 : Effective Superseding: Third Revised Sheet No. 172

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule parking service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Shipper shall cause the Parked Quantity to be delivered to Transporter at the Parking Point(s) and (ii) Transporter shall hold the Parked Quantity for Shipper's Account and, upon scheduling, redeliver any Parked Quantities to or on behalf of Shipper at the Parking Point(s).

2. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Loan Service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Transporter shall make available to or on behalf of Shipper the Loaned Quantity at the Loan Point(s) and (ii) upon scheduling, Shipper shall cause any Loaned Quantities to be redelivered to Transporter at the Loan Point(s).

3. Shipper shall be solely responsible for securing faithful performance by the supplier(s) of natural gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of said gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

4. In the event that Shipper wishes to move Parked Quantities or Loaned Quantities from one Parking or Loan Point to another Parking or Loan Point on Transporter's system, Shipper shall be responsible for arranging such transportation in accordance with the provisions of Rate Schedules RTS or ITS and the General Terms and Conditions of Transporter's Tariff.

ARTICLE II - PARK AND LOAN CAPACITY

1. Shipper hereby contracts for the right (i) to cause Transporter to receive from or for the account of Shipper at each Parking Point such quantities of natural gas specified by

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 173 THIRD REVISED SHEET NO. 173 Superseding: SECOND REVISED SHEET NO. 173

Shipper, which, upon scheduling shall be redelivered to Shipper at such Parking Point(s) and (ii) to cause Transporter to make available to or for the account of Shipper at each Loan Point such quantities of natural gas up to the Maximum Balance Quantity as set forth on the currently effective Schedule 1 appended hereto, which, upon scheduling shall be redelivered to Transporter by Shipper at such Loan Point(s).

2. Transporter shall make available to Shipper the Park and Loan Service contracted for under this Article II on the days and for the quantities of gas for which Transporter has park and loan capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Dth of the Injected Quantity and the Withdrawal Quantity injected or withdrawn on any day, Shipper agrees to pay and shall pay the applicable Maximum Injection/Withdrawal Rate specified in Rate Schedule PAL as in effect on the day the Park and Loan Service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render park and loan service systemwide at a Discounted Injection/Withdrawal Rate, Transporter shall post the amount of such Discounted Injection/Withdrawal Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies on its Electronic Bulletin Board. Such discounted rates may vary on a daily basis. For each Dth of Injected Quantity and Withdrawal Quantity to which a Discounted Injection/Withdrawal Rate applies, as set forth on Transporter's Electronic Bulletin Board, Shipper agrees to pay and shall pay the applicable Discounted Injection/Withdrawal Rate in lieu of the Maximum Injection/Withdrawal Rate.

2. For each Dth of the Parked Balance and Loan Balance held for Shipper's account each day on Transporter's System, Shipper agrees to pay and shall pay the applicable Maximum Daily Balance Rate specified in Rate Schedule PAL as in effect on the day the Park and Loan Service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render Park and Loan Service systemwide at a Discounted Daily Balance Rate, Transporter shall post the amount of such Discounted Daily Balance Rate, the day(s) on which such

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 174 FOURTH REVISED SHEET NO. 174 Superseding: THIRD REVISED SHEET NO. 174

rate shall be in effect and the quantities to which such rate applies on its Electronic Bulletin Board. Such discounted rates may vary on a daily basis. For each Dth of the Parked Balance and Loan Balance to which a Discounted Daily Balance Rate applies, as set forth on Transporters Electronic Bulletin Board, Shipper agrees to pay and shall pay the applicable Discounted Daily Balance Rate in lieu of the Maximum Daily Balance Rate.

3. For each Dth of the Injected Quantity, Shipper agrees to pay and shall pay the applicable ACA Adjustment specified in Rate Schedule PAL as in effect on the day the Park and Loan Service is rendered.

4. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporters Rate Schedule PAL, or (b) any provision of the General Terms and Conditions applicable to such rate schedule. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when it believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the Rate Schedule PAL and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which Rate Schedule PAL and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Rate Schedule PAL and Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

- 1. The Commencement Date shall be [date].
- 2. This Contract shall be effective as of the date

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 SIXTH REVISED SHEET NO. 175 SIXTH REVISED SHEET NO. 175 Superseding: FIFTH REVISED SHEET NO. 175

first hereinabove written; provided, however, that Transporter shall be under no obligation to provide Park and Loan Service hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

3. This Contract shall continue in force and effect for a primary term of one (1) year from the Commencement Date, and from year to year thereafter unless either party terminates this Contract by giving ninety (90) days notice to the other party.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Co. One Corporate Drive, Suite 600 Shelton, Connecticut 06484 Attention: Marketing, Development & Commercial Operations Contract Administration

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper] [Address] [Attention:]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the unreasonably withheld.] [Any party may,

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 FOURTH REVISED SHEET NO. 176 FOURTH REVISED SHEET NO. 176 Superseding: THIRD REVISED SHEET NO. 176

without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity if that party first obtains the written consent thereto of the other party and such consents shall not be unreasonably withheld.] It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of New York.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 176A SECOND REVISED SHEET NO. 176A Superseding: FIRST REVISED SHEET NO. 176A

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in duplicate counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

> IROQUOIS GAS TRANSMISSION SYSTEM, L.P. By Its Agent IROQUOIS PIPELINE OPERATING COMPANY

By	
Name:	
Title:	

[NAME OF SHIPPER]

Ву	
Name:	
Title:	

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 THIRD REVISED SHEET NO. 177 THIRD REVISED SHEET NO. 177 Superseding: SECOND REVISED SHEET NO. 177

SCHEDULE 1

Maximum Balance Quantity:

Pressure:

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FOURTH REVISED SHEET NO. 178 FOURTH REVISED SHEET NO. 178 Superseding: THIRD REVISED SHEET NO. 178

PRO FORMA HUB SERVICE CONTRACT

This Contract is made as of the [date] day of [month], [year], by and between the IROQUOIS GAS TRANSMISSION, L.P., a Delaware limited partnership, herein called "Transporter", and [name of SHIPPER], a [state] [entity] herein called "Shipper", pursuant to the following recitals and representations:

WHEREAS, Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called Transporter's System;

WHEREAS, Transporter's System extends in a Southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, through the States of Connecticut and New York, to South Commack, New York and extending to Hunts Point, New York;

WHEREAS, Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to provide Hub Service on behalf of Shipper; and

WHEREAS, Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render Hub Service to Shipper by entering into this Hub Service Contract; Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 178A SECOND REVISED SHEET NO. 178A Superseding: FIRST REVISED SHEET NO. 178A

NOW, THEREFORE in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Hub Service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Transporter shall make available to or on behalf of Shipper the Loaned Quantity, adjusted for fuel, at the nominated Delivery Point(s) and (ii) upon scheduling, Shipper shall cause any Loaned Quantities to be redelivered to Transporter at the Waddington Receipt Point.

2. Shipper shall be solely responsible for securing faithful performance by the supplier(s) of natural gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of said gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

ARTICLE II - HUB CAPACITY

1. Shipper hereby contracts for the right to cause Transporter to provide Shipper at the Waddington Receipt Point such quantities of natural gas up to the Maximum Balance Quantity for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto, which, upon scheduling shall be redelivered to Transporter by Shipper at such Receipt Point on any day on which Transporter has interruptible capacity available to Shipper, and Transporter shall make available to or on behalf of Shipper on an interruptible basis at each Delivery Point on such day the Equivalent Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point.

2. Transporter shall make available to Shipper the Hub Service contracted for under this Article II on the days and for the quantities of gas for which Transporter has Hub capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 SECOND REVISED SHEET NO. 178B SECOND REVISED SHEET NO. 178B Superseding: FIRST REVISED SHEET NO. 178B

ARTICLE III - RATE

1. Except where a Negotiated Rate or Negotiated Rate Formula is applicable, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Hub Service Commodity Rate specified in HUB Rate Schedule as in effect on the day the Hub Service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render Hub Service on behalf of Shipper for a Discounted Hub Service Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Hub Service Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Hub Service Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Hub Service Commodity Rate in lieu of the Maximum Hub Service Commodity Rate. For each Dth of Scheduled Equivalent Quantity to which a Negotiated Rate or a rate under a Negotiated Rate Formula applies, Shipper agrees to pay and shall pay any applicable Negotiated Rate or rate under a Negotiated Rate Formula set forth in the currently effective Schedule 2 appended hereto in lieu of the Maximum Hub Service Commodity Rate.

2. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable ACA Adjustments, Deferred Asset Surcharge and any other applicable surcharge specified in the HUB Rate Schedule as in effect on the day the transportation service is rendered.

3. For each Dth of the Loan Balance held for Shipper's account each day on Transporter's System, Shipper agrees to pay and shall pay the applicable Maximum Daily Balance Rate specified in Rate Schedule HUB as in effect on the day the Hub Service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render Hub Service system-wide at a Discounted Daily Balance Rate, Transporter shall post the amount of such Discounted Daily Balance Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies on its Electronic Bulletin Board. Such discounted rates may vary on a daily basis. For each Dth of the Loan Balance to which a Discounted Daily Balance Rate applies, as set forth on Transporter's Electronic Bulletin Board, Shipper agrees to pay and shall pay the applicable Discounted Daily Balance Rate in lieu of the Maximum Daily Balance Rate.

4. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule HUB, or (b) any provision of the General Terms and Conditions applicable to such rate schedule. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when it believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 178C FIRST REVISED SHEET NO. 178C Superseding: ORIGINAL SHEET NO. 178C

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the Rate Schedule HUB and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which Rate Schedule HUB and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Rate Schedule HUB and Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be [date].

2. This Contract shall be effective as of the date first hereinabove written; provided, however, that Transporter shall be under no obligation to provide Hub Service hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

3. This Contract shall continue in force and effect for a primary term of one (1) year from the Commencement Date, and from year to year thereafter unless either party terminates this Contract by giving ninety (90) days notice to the other party.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Co. One Corporate Drive, Suite 600 Shelton, Connecticut 06484 Attention: Marketing, Development & Commercial Operations Contract Administrator

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper] [Address] [Attention:]

Either party may change its address under this Article by written notice to the other party.

Effective Date: 04/15/2010 Status: Effective FERC Docket: RP10-489-000 SECOND REVISED SHEET NO. 178D SECOND REVISED SHEET NO. 178D Superseding: FIRST REVISED SHEET NO. 178D

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. [Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld.][Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity if that party first obtains the written consent thereto of the other party and such consents shall not be unreasonably withheld.] It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 178E FIRST REVISED SHEET NO. 178E Superseding: ORIGINAL SHEET NO. 178E

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in duplicate counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

> IROQUOIS GAS TRANSMISSION SYSTEM, L.P. By Its Agent IROQUOIS PIPELINE OPERATING COMPANY

Ву	

Name:

Title: _

[NAME OF SHIPPER]

Ву	
Name:	
Title:	

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Original Sheet No. 178F Original Sheet No. 178F : Effective

SCHEDULE 1

Maximum Balance Quantity:

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP09-805-000 FIRST REVISED SHEET NO. 178G FIRST REVISED SHEET NO. 178G Superseding: ORIGINAL SHEET NO. 178G

SCHEDULE 2

Negotiated Rate or Rate Formula:

Transporter and Shipper have mutually agreed that Shipper will pay the [(following Negotiated Rate) or (rate calculated in accordance with the following Negotiated Rate Formula)]: Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000 First Revised Sheet No. 179 - 180 First Revised Sheet No. 179 - 180 : Effective Superseding: Original Sheet No. 179 - 180

Sheet Nos. 179-180 reserved for future use.

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Ninth Revised Sheet No. 181 Ninth Revised Sheet No. 181 : Effective Superseding: Eighth Revised Sheet No. 181

SERVICE REQUEST FORM FOR IROQUOIS GAS TRANSMISSION SYSTEM, L.P.

Any party requesting Gas Transportation Service, Hub Service or Park and Loan Service on Transporter's system must complete a Service Request Form in keeping with Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff.

Completed Service Request Forms shall be forwarded to:

Marketing, Development & Commercial Operations Attn: Contract Administration Iroquois Gas Transmission System, L.P. c/o Iroquois Pipeline Operating Co. One Corporate Drive, Suite 600 Shelton, CT 06484 Fax: 203-925-7296

No request for service shall be considered until a completed Service Request Form is received by Transporter.

1. Type of Service (check one): ____ RTS ____ ITS

HUB PALS

Potential Capacity Replacement: complete only sections 8 through 10 and submit with a Blanket Capacity Release Form.

2. (a) Percentage of Maximum Rate Shipper is willing to pay (Applicable to RTS Service Only): ____%

or (b) Negotiated Rate or Rate Under Negotiated Rate Formula Shipper is willing to pay (Applicable to RTS and ITS Service Only):

3. Date Service is Requested to Commence:

4. Date Service is Requested to Terminate:

5. Requesting Party (Complete Legal Name):

(a)	Type of Legal Entity:	
(b)	State of Incorporation:	
(c)	Shipper is (Check one):	
 Int	erstate pipeline	Intrastate pipeline
 Hin	shaw pipeline	LDC
 End	-User	Producer
 Mar	keter	Broker
 Oth	er (specify):	
(d)	DUNS number:	

Effective Date: 05/15/2003 Status: Effective FERC Docket: RP03-326-000 Fourth Revised Sheet No. 182 Fourth Revised Sheet No. 182 : Effective Superseding: Third Revised Sheet No. 182

If Shipper is acting as agent in arranging this service, specify below each principal (complete legal name, type of legal entity and state of incorporation) and its respective type of company (Shipper must supply agency agreements for each principal).

6. Are additional or new facilities required to be installed or constructed by any party which are necessary for receipt of gas by Transporter or for delivery to and/or utilization of gas by the Shipper or direct or indirect customers of the Shipper? If so, please specify:

7. Name and full title of officer (or general partner) of Shipper who will execute service agreement with Iroquois:

8. Contact Person for Request:

Mailing Address:

Street Address:

Phone: _____

Fax No: _____

E-Mail Address: _____

Effective Date: 0	5/15/2003	Status:	Effectiv	/e						
FERC Docket: R	P03-326-0	00								
Fifth Revised	d Sheet N	No. 183	Fifth	Revi	sed	Sheet	No.	183	:	Effective
Superseding:	Fourth H	Revised	Sheet	No.	183					

9. Twenty-four hour contact person for purposes of dispatching gas to and from receipt and delivery points:

Effective Date: 10/17/2006 Status: Effective FERC Docket: RP06-177-000 Seventh Revised Sheet No. 184 Seventh Revised Sheet No. 184 : Effective Superseding: Sixth Revised Sheet No. 184

11. Proposed Maximum Equivalent Quantity, Dth
 (ITS Service Only):

12. Proposed Maximum Balance Quantity (HUB/PAL Service Only)

13. Shipper Certification: Shipper hereby certifies that Shipper has title or current contractual right to acquire Title to the gas supply for which transportation or park and loan service is requested, and that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

14. This form is provided for the convenience of Shipper in complying with the transportation, hub, and park and loan service request procedures of Transporter's currently effective FERC Gas Tariff. Nevertheless, it is Shipper's responsibility to provide all of the information necessary to satisfy Transporter.

Signed	1:			
Date:				
Deadarate	Mana			

Print Name:______ Title:_____

Internal Use Only

1. Date and Time Request received:

2. Sufficient Data (Y/N):

If NO, data missing:

If NO, date letter sent/call made:

- 3. Contract Date:
- 4. Contract No.:
- 5. Iroquois Representative:

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Eighth Revised Sheet No. 185 Eighth Revised Sheet No. 185 : Effective Superseding: Seventh Revised Sheet No. 185

OPEN SEASON BID FORM	
Submit bids to: Marketing, Development & Commerc Operations Attn: Contract Administration Iroquois Gas Transmission System One Corporate Drive, Suite 600 Shelton, CT 06484	
Telephone: (203) 925-7247 Fax: (203) 925-7296 or (203) 92	25-1925
SHIPPER INFORMATION Shipper Name:	
Shipper Address:	
Contact Person:	
Telephone:	
Fax:	
Type of Shipper:	
(end user, marketer, LDC, producer, etc.)	
FIRM TRANSPORTATION SERVICE REQUESTED	
Open Season Bulletin #	
Daily Contract Quantity (Dth/d), exclusive of fuel:	
Receipt Point: Delivery Point:	
Start Date: End Date:	
Demand Rate Bid (\$US/Dth) over entire term of service: _	

1. All bids are binding. This form must be filled out in its entirety. Iroquois is not responsible for late, lost or misdirected bids.

Effective Date: 05/15/2003 Status: Effective FERC Docket: RP03-326-000 Fifth Revised Sheet No. 186 Fifth Revised Sheet No. 186 : Effective Superseding: Fourth Revised Sheet No. 186

2. Shipper Certification: Shipper hereby certifies that Shipper has title or current contractual right to acquire title to the gas supply for which transportation service is requested, and that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

3. This form is provided for the convenience of Shipper in complying with the transportation service request procedures of Transporter's currently effective FERC Gas Tariff. Nevertheless, it is Shipper's responsibility to provide all of the information necessary to satisfy Transporter.

 Signed:
 Date:

 Print Name:
 Title:

Effective Date: 09/01/1993 Status: Effective FERC Docket: RP93-156-000 First Revised Sheet No. 187 First Revised Sheet No. 187 : Effective Superseding: ORIGINAL SHEET NO. 187 Iroquois Gas Transmission System, L.P. FERC Gas Tariff FIRST REVISED VOLUME NO. 1

FIRST REVISED SHEET NO. 187 Superseding

Sheet No. 187 reserved for future use. Issued By: MICHAEL FEODOROV, MANAGER OF TRANSPORTATION AND RATES Issued On: July 20th, 1993 Effective: September 1st, 1993

Effective Date: 06/01/1997 Status: Effect FERC Docket: RP97-161-002 Third Revised Sheet No. 188 This Superseding: SECOND REVISED SHE IROQUOIS SHIPPER NOMINATION FORM Nomination Revision: Yes/No	rd Revised Sheet No. ET NO. 188	188 : Effectiv	7e			
SHIPPER NAME:			EFFECTIVE	DATE & TIM	E:	
NOMINATOR'S SIGNATURE:			END	DATE & TIM	E:	
SHIPPER'S TELEPHONE:			SHIPPER 24	HR PHONE	#:	
SHIPPER'S FAX #:			ADDITIONAL A	AFTER-HOUR	#:	
TRANSPORT CONTRACT #:						
RECEIPTS: D/STREAM	U/STREAM			DELIVERIES	:	
RANK POINT CONTRACT VOL	SUPPLIER JUME	VOLUME		RANK	POINT	
TOTAL DELIVERIES:	TOTAL RECEIPTS	:				
TRANSPORTATION:		DELIVERE		PARK & LOA	N CONTRACT	#:
CONNECTING RANK RECEIPT POINT CONTRACT # VOL	DELIVERY POINT JUME			RANK		
NOM:	TOTAL TRANSPORTED:				TOTAL	PAL

Please receive, transport, deliver and/or park gas under the contracts as indicated above. All quantities are in Dekatherms. This nomination will remain in effect until further notice. IGTS USE: _____ 606926v.2

606926v.2

606926v.2

606926v.2

606926v.2

606926v.2

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96- 63-000 Original Sheet No. 188A Original Sheet No. 188A : Effective

to Sheet 188:

1. Please submit a separate nomination for each contract.

- Total Delivered Scheduled Equivalent Quantity cannot exceed contract mcf x the BTU factor. 2.
- 3. This nomination infers that both Supplier and Downstream Operator have been notified and have agreed to

deliver and accept the above quantities. Shipper avers that it has or is currently using its best efforts to secure agreements from all upstream and downstream entities to deliver and accept the above

quantities.

- 4. Rate Code required only if gas is being transported under a negotiated rate. If no rate code is specified, full rate will be assumed.
- 5. Please use latest MV/Fuel Factor specified for each class of service requested.
- When MV Factor is positive, multiply by Receipt Quantity. When negative, by Delivered Quantity. 6.
- Ranking of suppliers is required for allocating purposes only.

Notes

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-63-000 Second Revised Sheet No. 189 Second Revised Sheet No. 189 : Effective Superseding: First Revised Sheet No. 189 Notes:

- 1. Please submit a separate nomination form for each contract.
- 2. Please use the currently effective Measurement Variance/Fuel Use Factor.

In the event that Transportation Commodity or Park and Loan Charges are prepaid, Transporter shall upon termination of service refund to Shipper any applicable amount pursuant to Section 3.6 of the General Terms and Conditions. Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Sixth Revised Sheet No. 190 Sixth Revised Sheet No. 190 : Effective Superseding: Fifth Revised Sheet No. 190

> IROQUOIS GAS TRANSMISSION SYSTEM, L.P. BLANKET CAPACITY RELEASE FORM

Marketing, Development & Commercial Operations Attn: Contract Administration Please forward your Completed Form to: C/O Iroquois Pipeline Operating Co. One Corporate Drive, Suite 600 Shelton, CT 06484 Fax: (203) 925-7296

No request for service shall be considered until a completed Blanket Capacity Release Form and appropriate Credit information, including a completed Shipper Credit Form and DUNS number, are received by Transporter.

REPLACEMENT SHIPPERS ONLY: - -

Shipper Full Legal Name:

DUNS Number for the entity listed above*:

Type of Legal Entity:

State of Incorporation:

If at this time, you are not a Shipper on Iroquois (RTS, ITS, HUB or PALS), you must also complete Sections 8 through 10 of Iroquois' Service Request Form, found beginning on Sheet No. 181 of Iroquois' FERC Tariff.

RELEASING SHIPPERS ONLY:

Shipper Full Legal Name: _____

DUNS Number for the entity listed above*:

Current Contract Number(s):

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Third Revised Sheet No. 191 Third Revised Sheet No. 191 : Effective Superseding: Second Revised Sheet No. 191

ALL SHIPPERS: Name and full title of officer (or general partner) of Shipper who will execute service agreement with Iroquois:

Contact Person for this request: ____

phone

fax

Shipper Certification: Shipper hereby certifies that Shipper has title or current contractual right to acquire title to the gas supply for which transportation service is requested, and that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

This form is provided for the convenience of the Shipper in complying with the transportation request procedures of Transporter's currently effective FERC Gas Tariff. Nevertheless, it is Shipper's responsibility to provide all of the information necessary to satisfy Transporter.

Signed	Date
Print Name	Date

*DUNS Numbers are mandatory for capacity release, which will be done via Iroquois' EBB. Please call Contracting & Credit Services Representative at 203-925-7247 if you have any questions regarding your DUNS number, including whether you currently have one listed with us from previous solicitations. Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Fifth Revised Sheet No. 192 Fifth Revised Sheet No. 192 : Effective Superseding: Fourth Revised Sheet No. 192

RESERVED FOR FUTURE USE

Effective Date: 12/14/2006 Status: Effective FERC Docket: RP07-65-000 Third Revised Sheet No. 193 Third Revised Sheet No. 193 : Effective Superseding: Second Revised Sheet No. 193

RESERVED FOR FUTURE USE

Effective Date: 11/16/1997 Status: Effective FERC Docket: RP98-18-000 First Revised Sheet No. 194 First Revised Sheet No. 194 : Effective Superseding: ORIGINAL SHEET NO. 194 First Revised Sheet No. 194