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FERC GAS TARIFF

Seventh Revised Volume No. 1

(Superseding Sixth Revised Volume No. 1)

of

SOUTHERN NATURAL GAS COMPANY

Filed With

Federal Energy Regulatory Commission

Communications Covering Rates Should Be Addressed To:

Greg P. Meyers
Vice President
Southern Natural Gas Company
P. O. Box 2563
Birmingham, Alabama 35202

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Superseding: Original Sheet No. 0A

FERC GAS TARIFF

Seventh Revised Volume No. 1

(Superseding Sixth Revised Volume No. 1)

of

SOUTHERN NATURAL GAS COMPANY

Filed With

Federal Energy Regulatory Commission

Communications Covering Rates Should Be Addressed To:

Glenn A. Sheffield
Director - Rates
Southern Natural Gas Company
P. O. Box 2563
Birmingham, Alabama 35202
1900 Fifth Avenue North
Birmingham, Alabama 35203
Phone: (205) 325-3813
Fax: (205) 327-2442

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Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1

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Third Revised Sheet No. 1 Third Revised Sheet No. 1

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Twenty-First Revised Sheet No. 2 Twenty-First Revised Sheet No. 2

Superseding: Twentieth Revised Sheet No. 2

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Eighth Revised Sheet No. 3 Eighth Revised Sheet No. 3

Superseding: Seventh Revised Sheet No. 3

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Original Sheet No. 4 Original Sheet No. 4 : Effective

PRELIMINARY STATEMENT

Southern Natural Gas Company (hereinafter called "Company") is a natural gas transmission company engaged in the business of purchasing, transporting and selling natural gas. The facilities it is authorized to operate extend from Texas through Louisiana, Mississippi, Alabama, Georgia and into South Carolina, Tennessee and Florida.

The rate zones on the map, Sheet Nos. 14 et seq., are shown solely for the purpose of determination of availability of the rate schedules contained in this Seventh Revised Volume No. 1 from and after the effective date thereof and until superseded.

The Company has not qualified as a public utility in any state through which it operates; it sells only gas owned by it and has never operated as a common carrier.

It is the policy of Company to provide transportation and storage services under specific contracts entered into with each party after consideration of its existing commitments, available capacity and other factors deemed pertinent by the Company as more particularly set forth in this tariff for each service. These services are subject to the jurisdiction of the Federal Energy Regulatory Commission and are provided on an open-access, nondiscriminatory basis upon the satisfaction of all requirements set forth in the applicable rate schedule, service agreement, and general terms and conditions applicable to such service.

It has always been the policy of the Company to make sales under specific contracts, reserving the right at its discretion to enter into contracts with selected customers for direct sales of gas, and to limit its contracts for sale of gas for resale to purchasers acceptable to the Company, after consideration of its existing commitments, supplies of gas and other factors deemed pertinent by the Company.

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Third Revised Sheet No. 5 Third Revised Sheet No. 5
Superseding: Second Revised Sheet No. 5

The map shown on this tariff sheet can be viewed and printed by scrolling down under "Informational Postings", "Tariff" to "Map", "System Map".

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Second Revised Sheet No. 5B Second Revised Sheet No. 5B

Superseding: First Revised Sheet No. 5B

(This Sheet contains a map of the reticulated areas on Southern's system.)

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Third Revised Sheet No. 6 Third Revised Sheet No. 6 : Pending
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The map shown on this tariff sheet can be viewed and printed by scrolling down under "Informational Postings", "Tariff" to "Map", "Zone 0".

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Third Revised Sheet No. 7 Third Revised Sheet No. 7 : Pending

Superseding: Second Revised Sheet No. 7

PRODUCTION AREA POINTS

RECEIPT POINTS

Map No.	Point Code	Point Name
		ZONE 0 - LOUISIANA RECEIVING
1	014100	POINTE A LA HACHE
2	014800	COX BAY
3	015000	LAKE WASHINGTON SOUTH - PHILLIPS
4	015100	WEST DELTA 30
5	016000	MAIN PASS 47
6	016100	MAIN PASS 46 - LL&E
7	016200	BRETON SOUND 18 (19,30,35,& MP 21)
8	016400	MAIN PASS 69
10	016500	ROMERE PASS
11	017000	BAYOU FELICE NO. 1 - BAY COQUILLE
12	022800	Carthage - ETGS
13	026200	Paxton R/S
14	017200	MAIN PASS 140 - GRAND BAY
15	017400	WEST DELTA 75 - AMOCO (WD 73)
16	017500	WEST DELTA 105
18	017800	MAIN PASS 144 - CHEVRON
19	017900	MAIN PASS 298 - CHEVRON
22	018300	MAIN PASS 153 - S.P. 65 - SHELL
23	018400	MAIN PASS 289 - M.P. 290 - SHELL
24	018450	VKGC - MAIN PASS 289 TO SNG
27	018800	BAYOU FELICE NO. 3 - VINTAGE - SOUTH PASS 2
28	019050	ELOI BAY - TSEGG
29	019900	MAIN PASS 288 - CONOCO
31	020300	BRETON SOUND 32
33	020600	BRETON SOUND 21
35	021200	MAIN PASS 133C
36	021300	MAIN PASS 313
37	021600	MAIN PASS 311A
39	021700	MAIN PASS 311B
40	022400	MISSISSIPPI CANYON 194
42	022900	MAIN PASS 310
43	023100	MAIN PASS 77 - CHEVRON
44	023200	MAIN PASS 64 - HOWELL
45	023800	MAIN PASS 116 - VINTAGE
49	024400	MAIN PASS 108
50	024600	LUCKY FIELD
51	024700	BAYOU LONG NO. 3 - VINTAGE
52	024900	WEST DELTA 152 - ORYX
53	025500	DESOTO GAS PLANT R/S NO. 1 - HS RESOURCES

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First Revised Sheet No. 7A First Revised Sheet No. 7A : Pending

Superseding: Original Sheet No. 7A

PRODUCTION AREA RECEIPT POINTS (continued)

Map	Point	
No.	Code	Point Name
54	025900	WEST DELTA 62
55	026160	MAIN PASS 49 - SOUTHEASTERN LA. PIPELINE
56	026600	WEST DELTA 89 - AGIP
58	026900	VIOSCA KNOLL 989 - BP
59	027400	MAIN PASS 69 (FEDERAL)
60	027800	MISSISSIPPI CANYON 397
61	048100	CARTHAGE MARLIN MIDSTREAM
62	028200	MAIN PASS 123 - POGO
63	028400	VENICE - SHELL
64	028800	MAIN PASS 61 A RECEIVING STATION
65	028900	BRETON SOUND 51 RECEIVING STATION
66	029100	MAIN PASS 61 B RECEIVING STATION
67	030000	BAYOU SALE NO. 1 - TEXACO - HORSESHOE BAYOU
68	030200	PATTERSON - PLANT OUTLET
69	030300	KOCH GATEWAY - SHADYSIDE TO SNG
70	030600	BAYOU LONG NORTH
71	051370	LOGANSPOUT - COTTON VALLEY
72	031900	LAKE LAROSE
73	032400	BAYOU CROOK CHENE
74	032500	TENN - PATTERSON TO SNG
76	033200	SECTION 28 - AMOCO
77	601750	CHOUVRANT RECEIVING STATION
78	036300	BAYOU SALE NO. 4 - P & P
79	036900	MAIN PASS 73 - M.P. 72/73/74 - MOBIL
80	037000	MISSISSIPPI CANYON 311
81	037400	MISSISSIPPI CANYON 268A - EXXON
82	038100	EAST ATCHAFALAYA FIELD - UPRC
83	027500	BAYOU MONGOULOIS R/S - ENSERCH
84	039500	CREOLE RECEIVING STATION
85	044200	LOCKHART CROSSING - AMOCO
86	030950	BAYOU POSTILLION #6 - SANDALWOOD
87	030970	BAYOU POSTILLION #7 - PVOG
88	705010	CREOLE PIPELINE - TOCA TO SNG (DISPLACEMENT)
89	029200	MAIN PASS 118 - HUNT PERTOLEUM (AEC)
90	026700	MAIN PASS 138 - OCEAN ENERGY
91	020000	MAIN PASS 296
92	021650	MAIN PASS 301
93	018600	MAIN PASS 62 - SHELL
94	018900	VK900 CHEVRON
95	036500	BAYOU GENTILLY - CRAWFORD ENERGY
96	036750	DELACROIX RECEIVING STATION
97	029500	QUARANTINE BAY #2

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First Revised Sheet No. 7B First Revised Sheet No. 7B : Pending

Superseding: Original Sheet No. 7B

PRODUCTION AREA RECEIPT POINTS (continued)

Map	Point	
No.	Code	Point Name
98	015700	COQUILLE BAY #1 - UPRC
99	027150	COQUILLY BAY #5 - VAMOS
100	014700	AMERICAN BAY R/S - CLAYTON WILLIAMS
101	018500	MAIN PASS 305/306
132	051350	JW GATHERING-DESOTO PARISH, LA.
133	053500	BEAR CREEK FIELD R/S
136	502710	TRUNKLINE - SHADYSIDE TO SNG
137	503802	TENN - TOCA TO SNG
143	512100	BRETON SOUND 11
145	601500	PELICO - BIENVILLE PARISH TO SNG
146	601600	MINDEN PLANT TO SNG
147	601900	SUGAR BOWL NO. 7 - BIENVILLE PARISH TO SNG
148	601950	GULF STATES - GSP TO SNG
150	602300	MAIN PASS 72
152	603300	MISSISSIPPI CANYON 109 - BP
155	605200	SABINE - SABINE TO SNG
156	605300	SEA ROBIN - ERATH TO SNG
157	605500	COLUMBIA GULF - SHADYSIDE TO SNG

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First Revised Sheet No. 7C First Revised Sheet No. 7C : Pending

Superseding: Original Sheet No. 7C

PRODUCTION AREA RECEIPT POINTS (continued)

Map	Point	
No.	Code	Point Name
158	651000	MAIN PASS 46 - DEVON
159	663200	NGPL - ERATH TO SNG
160	664000	LRC - WHITE CASTLE TO SNG
161	604000	ANR - SHADYSIDE TO SNG
162	012850	BAKERS BAY R/S
163	016800	MAIN PASS 68-POGO
164	025960	WEST DELTA 62 TANA
166	029000	FGT - FRANKLINTON - TO SNG (DISPL)
168	030900	BAYOU POSTILLION #2 - ANSON #2
169	046400	TRANSCO - FROST TO SNG (DISPL)
175	051370	LOGANSPOUT-COTTON VALLEY
181	050070	SPIDER METER STATION
182	050075	LOGANSPOUT METER STATION
183	601410	SUGAR BOWL #6 - TO SNG - (DISPL)
184	605610	FGT - FRANKLINTON WEST TO SNG (DISPL)

DELIVERY POINTS

Map	Point	
No.	Code	Point Name
		ZONE 0 - LOUISIANA DELIVERY
18	017810	MAIN PASS 144 - REDELIVERY
19	017910	MAIN PASS 298 - REDELIVERY
35	021211	MAIN PASS 133A - REDELIVERY
36	021310	MAIN PASS 313 - REDELIVERY
37	021610	MAIN PASS 311A - REDELIVERY
39	021750	MAIN PASS 311B - REDELIVERY
42	022910	MAIN PASS 310 - REDELIVERY
8	028710	MAIN PASS 69 - EQUILON (REDELIVERY)
64	028810	MAIN PASS 61 A REDELIVERY
66	029110	MAIN PASS 61 B REDELIVERY STATION
220	033400	ANR - SHADYSIDE TO ANR
222	022810	CARTHAGE - ETGS (DISPLACEMENT)
225	601000	FGT - FRANKLINTON - TO FGT
226	601100	KOCH GATEWAY - TANGIPAHOA TO KOCH
227	601400	SUGAR BOWL NO. 6 - TO ACADIAN - CARRVILLE
228	603100	TRANSCO - FROST TO TRANSCO
229	603500	NOPSI - SNG TO NOPSI (NEW ORLEANS EAST)
230	605210	SABINE - SNG TO SABINE
231	605600	FGT - FRANKLINTON WEST TO FGT
233	503901	BEAR CREEK - BIENVILLE NO. 1 - INJECTION
237	703500	TRANS LOUISIANA GAS COMPANY
238	705000	CREOLE PIPELINE - TOCA TO CREOLE
239	705500	AIR PRODUCTS
240	710200	POLARIS

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First Revised Sheet No. 7D First Revised Sheet No. 7D : Pending

Superseding: Original Sheet No. 7D

PRODUCTION AREA RECEIPT POINTS (continued)

Map	Point	
No.	Code	Point Name
162	012851	BAKERS BAY BUYBACK
10	016510	ROMERE PASS - BUY BACK
62	028210	MAIN PASS 123 - REDELIVERY
241	502711	TRUNKLINE - SHADYSIDE TO TRUNK (DISPL)
242	503801	TENN - TOCA TO TENN (DISPL)
243	601510	PELICO - BIENVILLE PARISH TO PELICO (DISPL)
244	601610	MINDEN PLANT TO SNG (DISPL)
245	601910	SUGAR BOWL #7 - BIENVILLE PH TO SB - (DISPL)
246	601951	LAHWY147 - SNG TO RPL (DISPL)
247	663210	NGPL - ERATH TO NGPL (DISPLACEMENT)
248	605310	SEA ROBIN - ERATH TO SEA ROBIN (DISPL)
249	605510	COLUMBIA GULF - SHADYSIDE TO CG (DISPL)
250	664010	WHITE CASTLE- SNG TO BRIDGELINE (DISPL)
251	030320	KOCH GATEWAY - SHADYSIDE TO KOCH (DISPLACEMENT)
252	039510	GLORIA - ENBRIDGE TO SNG (DISPLACEMENT)
253	020010	MAIN PASS 296 REDELIVERY
254	018610	SOUTH PASS 62 REDELIVERY
255	018910	VK 900 REDELIVERY CHEVRON
256	018310	MP 153 REDELIVERY
257	029510	QUARANTINE BAY #2 BUYBACK
258	037010	MISSISSIPPI CANYON 311 REDELIVERY
259	017510	WEST DELTA 105 REDELIVERY
202	014650	MAGNOLIA NO. 2 FOREST

OFF SYSTEM POINTS

Point	
Code	Point Name
	ZONE 0 - Off System Points
032508	TENN EXCHANGE - EAST CAMERON 46
037203	EUGENE ISLAND 341
037204	ANR EXCHANGE - EUGENE ISLAND 341
044200	LOCKHART CROSSING - AMOCO
045000	BIG ESCAMBIA
045501	SOUTH PASS 77 - OXY
502200	EAST CAMERON 46
503404	EAST CAMERON 23
508001	MATAGORDA ISLAND 632
508003	MATAGORDA ISLAND 632 - EXCHANGE TO NNG/M
508005	MATAGORDA ISLAND 632 - HUNT
508006	MATAGORDA ISLAND 632 - HUNT DEL.
508300	EUGENE ISLAND 108
508400	BRAZOS A-47 - TEXAS GULF
508500	MATAGORDA ISLAND 687/688/699
508501	MAT. IS. 687/688/699 - EXCHANGE TO FGT
508800	MATAGORDA ISLAND BLOCK 806
508803	MATAGORDA ISLAND 806-EXCHANGE TO NNG/M
508805	MATAGORDA ISLAND BLOCK 806 GRYPHON

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Original Sheet No. 7E Original Sheet No. 7E : Effective

Point	CodePoint	CodePoint	NamePoint	Name
	508806508806	MATAGORDA ISLAND 806	GRYPHON DELIVERY	MATAGORDA ISLAND 806 GRYPHON DELIVERY
	508900508900	MATAGORDA ISLAND 696	MATAGORDA ISLAND 696	
	508903508903	MATAGORDA ISLAND 696	- EXCHANGE TO NNG/MM	MATAGORDA ISLAND 696 - EXCHANGE TO NNG/M
	508950508950	MATAGORDA ISLAND 693	MATAGORDA ISLAND 693	
	508953508953	MATAGORDA ISLAND 693	- EXCHANGE TO NNG/MM	MATAGORDA ISLAND 693 - EXCHANGE TO NNG/M
	656600656600	NUECES COUNTY, TEXAS	NUECES COUNTY, TEXAS	
	656800656800	NNG EXCHANGE - MOPS TIVOLI	NNG EXCHANGE - MOPS TIVOLI	
	656801656801	CHANNEL INDUSTRIES EXCHANGE - MOPS TIVOLI	CHANNEL INDUSTRIES EXCHANGE - MOPS TIVOLI	
	656802656802	FGT EXCHANGE - MOPS TIVOLI	FGT EXCHANGE - MOPS TIVOLI	
	664100664100	ARCO - MOPS EXCH - MATAGORDA ISLAND 686	ARCO - MOPS EXCH - MATAGORDA ISLAND 686	
	664150664150	SHELL - MOPS EXCHANGE - MAT IS 686	(MAT SHELL - MOPS EXCHANGE - MAT IS 686	(MAT
	666100666100	MATAGORDA ISLAND 526 - TEJAS POWER EXCH	MATAGORDA ISLAND 526 - TEJAS POWER EXCHA	
	672600672600	SNG - TRANSCO EXCHANGE - WHARTON COUNTY, SNG	- TRANSCO EXCHANGE - WHARTON COUNTY,	
	673500673500	TRANSCO EXCHANGE - EUGENE ISLAND 129	TRANSCO EXCHANGE - EUGENE ISLAND 129	
	689300689300	COLUMBIA GULF EXCHANGE - EAST CAMERON 23	COLUMBIA GULF EXCHANGE - EAST CAMERON 23	
	690900690900	KOCH GATEWAY EXCHANGE - LOCKHART CROSS	KOCH GATEWAY EXCHANGE - LOCKHART CROSSIN	
	694700694700	TENN EXCHANGE - SOUTH PASS 77 (SP 78)	TENN EXCHANGE - SOUTH PASS 77 (SP 78)	

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Fourth Revised Sheet No. 8 Fourth Revised Sheet No. 8

Superseding: Third Revised Sheet No. 8

The map shown on this tariff sheet can be viewed and printed by scrolling down under "Informational Postings",
"Tariff" to "Map", "Zone 1".

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Fourth Revised Sheet No. 9 Fourth Revised Sheet No. 9
Superseding: Third Revised Sheet No. 9

ZONE 1 POINTS

RECEIPT POINTS

Map No.	Point Code	Point Name
		ZONE 1 - MISSISSIPPI RECEIVING
5	043350	CORINNE FIELD - TOTAL VOLUME
6	047800	KNOXO - KOKOMO - J.R. POUNDS R/S
7	047900	GWINVILLE FIELD - WILL-DRILL
9	048500	DEXTER RECEIVING STATION
10	051400	KOCH GATEWAY - KOSCIUSKO TO SNG
11	051800	TENN - PUGH TO SNG
12	504002	TENN - ROSE HILL TO SNG
13	513000	CORINNE FIELD- ROUNDTREE
14	605900	SNG - DESTIN TO ENTERPRISE
15	606200	PETAL STORAGE - ENTERPRISE TO SNG
16	051300	KOCH GATEWAY - PERRYVILLE TO SNG
17	051320	RELIANT- PERRYVILLE HUB TO SNG
18	051340	PAN ENERGY LOUISIANA INTRASTAT
19	501350	MID-LOUISIANA - PERRYVILLE TO SNG
20	600810	TEXAS EASTERN - KOSCIUSKO TO SNG(DISPL)
21	606400	SESH - CENTERPOINT TO SNG
22	606500	SESH - GULF SOUTH TO SNG
23	606600	SESH - SESH TO SNG

DELIVERY POINTS

Map No.	Point Code	Point Name
		ZONE 1 - MISSISSIPPI DELIVERY
51	732400	BEV ETHANOL PLANT
53	051410	KOCH GATEWAY - KOSCIUSKO TO KOCH
58	504001	TENN - ROSE HILL TO TENN
59	600800	TEXAS EASTERN - KOSCIUSKO TO TETCO
60	606210	PETAL STORAGE - SNG TO ENTERPRISE
61	725100	WALTHALL NATURAL GAS COMPANY
62	725300	MVG - DEER CREEK NATURAL GAS DISTRICT
63	726000	MVG - YAZOO CITY
64	726900	MISSISSIPPI CHEMICAL
65	727300	MVG - BENTON
66	728000	MVG - PICKENS
67	729000	MVG - GOODMAN
68	730000	MVG - DURANT
69	731000	TCHULA
70	731100	MVG - LEXINGTON
72	732300	ERGON REFINING
73	732800	SOHIO PUMPING STATION
74	732900	PENNZOIL - STEVENS
75	733000	PENNZOIL - STEVENS, WOODRUFF & HERRON

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Second Revised Sheet No. 9A Second Revised Sheet No. 9A

Superseding: First Revised Sheet No. 9A

ZONE 1 DELIVERY POINTS (continued)

Map	Point	
No.	Code	Point Name
76	733100	JONES & O'BRIEN - STEVENS TAP
78	733300	PENNZOIL - WOODRUFF & FRILEY
79	733400	PENNZOIL - PERRY TAP
80	606610	SESH - SNG TO SESH
81	737500	MVG - NAVAL AIR STATION
82	733800	PENNZOIL - NAN BERRY
83	734300	MCGOWAN NO. 2
84	734900	MVG - KOSCIUSKO
85	605150	SILVER CREEK - SNG TO CROSSTEX
86	735100	MVG - CARTHAGE
87	735500	MVG - NOXAPATER
88	735600	MVG - NORTH CENTRAL GAS DISTRICT
89	736500	MVG - MACON LINE
90	737200	MVG - DEKALB
92	738300	ARTESIA
93	738800	MVG - STARKVILLE
94	739200	MVG - COLUMBUS
95	739500	MVG - AMORY
96	740500	CANTON
98	740700	RANKIN COUNTY - PENNZOIL
99	740800	RALEIGH
101	741200	BAY SPRINGS
103	741500	PLANT DUKE-ENTERPRISE
108	744700	PLANT SWEATT - MISSISSIPPI POWER
109	744800	MVG - MERIDIAN SOUTH
110	744900	MVG - MERIDIAN NORTH
111	745100	MVG - COLUMBUS AREA FARM TAPS
112	745200	MVG - LEXINGTON AREA FARM TAPS
113	745300	MVG - GOODMAN AREA FARM TAPS
114	745400	MVG - LOUISVILLE AREA FARM TAPS
115	745500	MVG - MACON AREA FARM TAPS
116	745600	MVG - MERIDIAN AREA FARM TAPS
117	745700	MVG - PICKENS AREA FARM TAPS
118	745800	MVG - STARKVILLE AREA FARM TAPS
119	745900	MVG - YAZOO AREA FARM TAPS
120	746000	MVG - BENTON AREA FARM TAPS
121	746100	MVG - DEER CREEK AREA FARM TAPS
122	746200	VICKSBURG AREA FARM TAPS
232	701000	HARKNESS FARM TAP
233	701100	INGRAM FARM TAP

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First Revised Sheet No. 9B First Revised Sheet No. 9B : Pending

Superseding: Original Sheet No. 9B

ZONE 1 DELIVERY POINTS (continued)

Map	Point	
No.	Code	Point Name
234	701200	FOWLER FARM TAP
241	712200	WASHINGTON PARISH GAS DISTRICT NO. 1
242	712300	WASHINGTON PARISH GAS DISTRICT NO. 2
244	732200	VICKSBURG
245	051310	KOCH GATEWAY - PERRYVILLE TO KOCH (DISPL)
246	051330	PERRYVILLE - SNG TO CENTERPOINT (DISPL)
247	051360	PANENERGY - PERRYVILLE HUB TO PE (DISPL)
248	051810	TENN - PUGH TO TENN
249	605910	DESTIN - ENTERPRISE TO DESTIN (DISPL)

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Third Revised Sheet No. 10 Third Revised Sheet No. 10 : Pending
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The map shown on this tariff sheet can be viewed and printed by scrolling down under "Informational Postings",
"Tariff" to "Map", "Zone 2".

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Third Revised Sheet No. 11 Third Revised Sheet No. 11 : Pending

Superseding: Second Revised Sheet No. 11

ZONE 2 POINTS

RECEIPT POINTS

Map No.	Point Code	Point/Meter Station Name
		ZONE 2 - ALABAMA RECEIVING
1	026300	ROBINSON BEND - TORCH
2	027900	VIRGINIA MINE - TAURUS
4	045800	BROOKWOOD
5	046010	OAK GROVE - LICK CREEK R/S
6	046040	OAK GROVE NO.5 - TAURUS
7	046050	OAK GROVE NO.2 - BASIN
8	046060	OAK GROVE NO.3 - MCKENZIE
9	046070	OAK GROVE NO.4 - TAURUS
10	046080	OAK GROVE NO.6 - TAURUS
11	046090	SHORT CREEK RECEIVING
12	046800	DEERLICK CREEK - TRW
13	046830	BLUE CREEK NO.2 - RIVER GAS
14	046840	BLUE CREEK NO.3 - RIVER GAS
15	046020	OAK GROVE BAYVIEW - ENERGEN
16	046870	BLUE CREEK NO.4 RECEIVING STATION
17	047100	WOOLBANK CREEK NO.1 - JUSTISS OIL
18	047600	WOOLBANK CREEK NO.2 - GERMANY
19	051900	MCCONNELLS - ENTERPRISE TO SNG
20	052400	SOUTHLAND - SAMSON TO SNG
21	052460	SNEADS CREEK NO.2
22	353920	WHITE OAK - SIA
23	353923	WHITE OAK NO.3 - SIA
24	353940	WEST BLUE CREEK
25	353950	WHITE OAK NO.4
26	605400	DUNCANVILLE - ENTERPRISE TO SNG
27	824100	TRUSSVILLE LNG
28	046120	SHORT CREEK #2 RECEIVING STATION
29	025250	GURNEE FIELD-GEOMET
30	046130	CANOE MOUNTAIN R/S

DELIVERY POINTS

Map No.	Point Code	Point/Meter Station Name
		ZONE 2 - ALABAMA DELIVERY
51	654700	ALA - GADSDEN AREA
		841200 - ALA - RAGLAND
		841400 - ALA - ASHVILLE
		841900 - ALA - GADSDEN NO.5
		842200 - ALA - GADSDEN NO.1
		842300 - ALA - GADSDEN NO.2
		842400 - ALA - GADSDEN NO.3
		843000 - ALA - GADSDEN NO.4
		843600 - ALA - GADSDEN NO.6-HOKES BLUFF

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Original Sheet No. 11A Original Sheet No. 11A : Effective

ZONE 2 DELIVERY POINTS (continued)ZONE 2 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
5252658500658500	ALA	- BIRMINGHAM AREA	ALA	- BIRMINGHAM AREA	
821200	- OAK GROVE	821200	- OAK GROVE		
821800	- ALA	- FORESTDALE	821800	- ALA	- FORESTDALE
822600	- ALA	- BIRMINGHAM NORTH	822600	- ALA	- BIRMINGHAM NORTH
822800	- ALA	- TARRANT	822800	- ALA	- TARRANT
825700	- ALA	- ROEBUCK	825700	- ALA	- ROEBUCK
826400	- ALA	- LEEDS NO.1	826400	- ALA	- LEEDS NO.1
826500	- ALA	- LEEDS NO.2	826500	- ALA	- LEEDS NO.2
828600	- ALA	- PLEASANT GROVE	828600	- ALA	- PLEASANT GROVE
829200	- ALA	- BESSEMER NO.1	829200	- ALA	- BESSEMER NO.1
829300	- ALA	- BESSEMER NO.2	829300	- ALA	- BESSEMER NO.2
830400	- ALA	- GENERY GAP	830400	- ALA	- GENERY GAP
830900	- ALA	- HELENA	830900	- ALA	- HELENA
831400	- ALABASTER NO.1	831400	- ALABASTER NO.1		
831500	- ALABASTER NO.2	831500	- ALABASTER NO.2		
831600	- ALABASTER NO.3	831600	- ALABASTER NO.3		
832600	- COLUMBIANA	832600	- COLUMBIANA		
833400	- MONTEVALLO	833400	- MONTEVALLO		
833800	- WILTON	833800	- WILTON		
837400	- ALA	- ENSLEY	837400	- ALA	- ENSLEY
838100	- BARRETT	838100	- BARRETT		
838300	- BULLOCK	838300	- BULLOCK		
838700	- ALA	- HARBISON WALKER	838700	- ALA	- HARBISON WALKER
839200	- ALA	- FAIRFIELD	839200	- ALA	- FAIRFIELD
5353658800658800	SYLACAUGA AREA	SYLACAUGA AREA			
845100	- SYLACAUGA NO.2	845100	- SYLACAUGA NO.2		
848000	- SYLACAUGA	848000	- SYLACAUGA		
5454659700659700	ALA	- ANNISTON AREA	ALA	- ANNISTON AREA	
845600	- ALA	- ANNISTON NO.1	845600	- ALA	- ANNISTON NO.1
845700	- ALA	- ANNISTON NO.2	845700	- ALA	- ANNISTON NO.2
845800	- ALA	- ANNISTON NO.3	845800	- ALA	- ANNISTON NO.3
847000	- ALA	- HEFLIN GATE	847000	- ALA	- HEFLIN GATE
848100	- ALA	- CHOCCOLOCCO	848100	- ALA	- CHOCCOLOCCO
5555659900659900	ALA	- DEMOPOLIS AREA	ALA	- DEMOPOLIS AREA	
801400	- ALA	- DEMOPOLIS NO.1	801400	- ALA	- DEMOPOLIS NO.1
801500	- ALA	- DEMOPOLIS NO.2	801500	- ALA	- DEMOPOLIS NO.2
802400	- ALA	- GREENSBORO	802400	- ALA	- GREENSBORO
802600	- ALA	- UNIONTOWN	802600	- ALA	- UNIONTOWN
803400	- ALA	- MARION	803400	- ALA	- MARION

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Original Sheet No. 11B Original Sheet No. 11B : Effective

ZONE 2 DELIVERY POINTS (continued)ZONE 2 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
5656698200698200		UNITED CITIES - COLUMBUS AREA	UNITED CITIES - COLUMBUS AREA		
811600	-	UNITED CITIES - FORT BENNING	811600 -	UNITED CITIES - FORT BENNING	
900200	-	UNITED CITIES - COLUMBUS NO.1	900200 -	UNITED CITIES - COLUMBUS NO.1	
900300	-	UNITED CITIES - COLUMBUS NO.2	900300 -	UNITED CITIES - COLUMBUS NO.2	
900400	-	UNITED CITIES - COLUMBUS NO.3	900400 -	UNITED CITIES - COLUMBUS NO.3	
5757800200800200		YORKYORK			
5858800500800500		AMERICAN CAN JAMES RIVERS	AMERICAN CAN JAMES RIVERS		
5959800800800800		LIVINGSTONLIVINGSTON			
6060801000801000		GULF STATES PAPER COMPANY	GULF STATES PAPER COMPANY		
6161801600801600		ALA - GREENE COUNTY	ALA - GREENE COUNTY		
6262801900801900		SOUTHDOWN, INC.	SOUTHDOWN, INC.		
6363802800802800		WILCOX COUNTY	WILCOX COUNTY		
6464802900802900		MCMILLAN-BLOEDEL	MCMILLAN-BLOEDEL		
6565804200804200		PLANT TENASKA-AUTAUGA COUNTY	PLANT TENASKA-AUTAUGA COUNTY		
6666806000806000		ALA - RUSSELL MILLS	ALA - RUSSELL MILLS		
6868807000807000		PLANT FRANKLIN (GOAT ROCK)	PLANT FRANKLIN (GOAT ROCK)		
6969807900807900		MOUNT VERNON MILLS, INC.	MOUNT VERNON MILLS, INC.		
7070808000808000		PLANT HARRIS	PLANT HARRIS		
7171808400808400		DADEVILLE	DADEVILLE		
7272808500808500		CAMP HILL	CAMP HILL		
7373809200809200		UNION SPRINGS	UNION SPRINGS		
7676811400811400		SOUTH EASTERN ELECTRIC DEVELOPMENT CORP.	SOUTH EASTERN ELECTRIC DEVELOPMENT CORP.		
7777811500811500		DIXIELAND - BORAL BRICK	DIXIELAND - BORAL BRICK		
7878811700811700		BRICKYARD - BORAL BRICK	BRICKYARD - BORAL BRICK		
7979814700814700		RIVERVIEW MILLS - WEST POINT STEVENS	RIVERVIEW MILLS - WEST POINT STEVENS		
8080814800814800		LANGDALE MILLS - JOHNSTON INDUSTRIES	LANGDALE MILLS - JOHNSTON INDUSTRIES		
8181815500815500		LANETT	LANETT		
8282815700815700		LAN TUCK - JOHNSTON INDUSTRIES	LAN TUCK - JOHNSTON INDUSTRIES		
8383816800816800		HUNT REFINING COMPANY	HUNT REFINING COMPANY		
8484817400817400		ALA - BRENT & CENTERVILLE	ALA - BRENT & CENTERVILLE		
8585819000819000		PICKENS COUNTY GAS DISTRICT	PICKENS COUNTY GAS DISTRICT		
8787819600819600		GORDO	GORDO		
8888819800819800		NORTHWEST ALABAMA GAS	NORTHWEST ALABAMA GAS		
8989820300820300		BROWN WOOD PRESERVING	BROWN WOOD PRESERVING		
9191821400821400		MULGA	MULGA		
9292821900821900		BROOKSIDE	BROOKSIDE		
9393823400823400		ONEONTA	ONEONTA		
9494823500823500		CULLMAN-JEFFERSON NO.3	CULLMAN-JEFFERSON NO.3		
9595825400825400		MARSHALL COUNTY NO.1	MARSHALL COUNTY NO.1		
9696825500825500		MARSHALL COUNTY NO.2	MARSHALL COUNTY NO.2		
9797826700826700		LEHIGH PORTLAND CEMENT	LEHIGH PORTLAND CEMENT		
9898832100832100		CHENEY LIME	CHENEY LIME		

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Original Sheet No. 11C Original Sheet No. 11C : Effective

ZONE 2 DELIVERY POINTS (continued) ZONE 2 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
9999832300832300	DRAVO - LONGVIEW LIME	DRAVO - LONGVIEW LIME			
100100832900832900	BLUE CIRCLE	BLUE CIRCLE			
101101833200833200	CALERA	CALERA			
102102833300833300	CALERA NO.2	CALERA NO.2			
104104834100834100	ALA - PLANT MILLER	ALA - PLANT MILLER			
105105834400834400	WEST JEFFERSON	WEST JEFFERSON			
106106834600834600	SUMITON	SUMITON			
107107834800834800	DORADORA	DORADORA			
111111840400840400	RAGLAND CLAY PRODUCTS, LLC	RAGLAND CLAY PRODUCTS, LLC			
112112840800840800	NATIONAL CEMENT	NATIONAL CEMENT			
113113842600842600	SCOTTSBORO	SCOTTSBORO			
114114843200843200	ALABAMA POWER COMPANY - GADSDEN	ALABAMA POWER COMPANY - GADSDEN			
115115843400843400	DEKALB-CHEROKEE NO.1	DEKALB-CHEROKEE NO.1			
116116843500843500	DEKALB-CHEROKEE NO.2	DEKALB-CHEROKEE NO.2			
117117843800843800	DECATUR	DECATUR			
118118844400844400	CHILDERSBURG NO.1	CHILDERSBURG NO.1			
119119844500844500	CHILDERSBURG NO.2	CHILDERSBURG NO.2			
121121844900844900	PLANT CALHOUN POWER	PLANT CALHOUN POWER			
123123846200846200	JACKSONVILLE, ALABAMA	JACKSONVILLE, ALABAMA			
124124846400846400	PIEDMONT	PIEDMONT			
127127900800900800	WEST POINT, GEORGIA	WEST POINT, GEORGIA			
128128901100901100	LAGRANGE NO.2	LAGRANGE NO.2			
129129902000902000	HOGANSVILLE	HOGANSVILLE			
130130902200902200	GRANTVILLE	GRANTVILLE			
131131903400903400	TALLAPOOSA	TALLAPOOSA			
132132909300909300	BOAZ AREA	BOAZ AREA			
841600 - BOAZ NO.1841600 - BOAZ NO.1					
841700 - BOAZ NO.2841700 - BOAZ NO.2					
133133909700909700	ALA - PHENIX CITY AREA	ALA - PHENIX CITY AREA			
810600 - ALA - PHENIX CITY NO.1810600 - ALA - PHENIX CITY NO.1					
810700 - ALA - PHENIX CITY NO.2810700 - ALA - PHENIX CITY NO.2					
810800 - ALA - PHENIX CITY NO.3810800 - ALA - PHENIX CITY NO.3					
134134912900912900	TRUSSVILLE AREA	TRUSSVILLE AREA			
824000 - TRUSSVILLE NO.3824000 - TRUSSVILLE NO.3					
825900 - TRUSSVILLE NO.1825900 - TRUSSVILLE NO.1					
826100 - TRUSSVILLE NO.2826100 - TRUSSVILLE NO.2					
135135940002940002	ALA - TUSCALOOSA AREA	ALA - TUSCALOOSA AREA			
816400 - ALA - TUSCALOOSA NO.1816400 - ALA - TUSCALOOSA NO.1					
816500 - ALA - TUSCALOOSA NO.2816500 - ALA - TUSCALOOSA NO.2					
816600 - ALA - TUSCALOOSA NO.3816600 - ALA - TUSCALOOSA NO.3					

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Original Sheet No. 11D Original Sheet No. 11D : Effective

ZONE 2 DELIVERY POINTS (continued)ZONE 2 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
136136940005940005	ALA - LINCOLN AREA	ALA - LINCOLN AREA			
827800	- ALA - VINCENT	827800	- ALA - VINCENT		
828200	- ALA - LINCOLN NO.2	828200	- ALA - LINCOLN NO.2		
844800	- ALA - RIVERSIDE EAST	844800	- ALA - RIVERSIDE EAST		
845000	- ALA - LINCOLN NO.1	845000	- ALA - LINCOLN NO.1		
137137940006940006	ALA - TALLADEGA AREA	ALA - TALLADEGA AREA			
845400	- ALA - TALLADEGA RACEWAY	845400	- ALA - TALLADEGA RACEWAY		
847600	- ALA - TALLADEGA NO.1	847600	- ALA - TALLADEGA NO.1		
847700	- ALA - TALLADEGA NO.2	847700	- ALA - TALLADEGA NO.2		
138138940011940011	ALA - OPELIKA AREA	ALA - OPELIKA AREA			
812600	- ALA - AUBURN	812600	- ALA - AUBURN		
813400	- ALA - OPELIKA NO.1	813400	- ALA - OPELIKA NO.1		
813500	- ALA - OPELIKA NO.2	813500	- ALA - OPELIKA NO.2		
814200	- LAFAYETTE - CHAMBERS COUNTY	814200	- LAFAYETTE - CHAMBERS COUNTY		
809500	- ALA - LOCHAPOKA	809500	- ALA - LOCHAPOKA		
139139940021940021	ALA - FAIRFAX-SHAWMUT AREA	ALA - FAIRFAX-SHAWMUT AREA			
814400	- ALA - FAIRFAX MILLS - WEST POINT STEVENS	814400	- ALA - FAIRFAX MILLS - WEST POINT STEVENS		
814500	- ALA - FAIRFAX CITY	814500	- ALA - FAIRFAX CITY		
815200	- ALA - SHAWMUT - LANGDALE	815200	- ALA - SHAWMUT - LANGDALE		
815600	- ALA - LANETT MILLS - WEST POINT STEVENS	815600	- ALA - LANETT MILLS - WEST POINT STEVENS		
140140940022940022	ALA - MONTGOMERY AREA	ALA - MONTGOMERY AREA			
805000	- ALA - MONTGOMERY NO.1	805000	- ALA - MONTGOMERY NO.1		
805100	- ALA - MONTGOMERY NO.2	805100	- ALA - MONTGOMERY NO.2		
805200	- ALA - MONTGOMERY NO.3 - PRA	805200	- ALA - MONTGOMERY NO.3 - PRA		
806800	- ALA - ECLECTIC	806800	- ALA - ECLECTIC		
142142940024940024	ALA - TUSKEGEE AREA	ALA - TUSKEGEE AREA			
808800	- ALA - TUSKEGEE NO.1	808800	- ALA - TUSKEGEE NO.1		
808900	- ALA - TUSKEGEE NO.2	808900	- ALA - TUSKEGEE NO.2		
809400	- ALA - NOTASULGA	809400	- ALA - NOTASULGA		
143143940027940027	CORDOVA AREA	CORDOVA AREA			
835200	- CORDOVA NO.1	835200	- CORDOVA NO.1		
835300	- CORDOVA NO.2	835300	- CORDOVA NO.2		
144144940029940029	FULTONDALE AREA	FULTONDALE AREA			
822200	- FULTONDALE NO.1	822200	- FULTONDALE NO.1		
822300	- FULTONDALE NO.2	822300	- FULTONDALE NO.2		
145145940030940030	GRAYSVILLE AREA	GRAYSVILLE AREA			
821600	- GRAYSVILLE NO.1	821600	- GRAYSVILLE NO.1		
821700	- GRAYSVILLE NO.2	821700	- GRAYSVILLE NO.2		
146146940031940031	SOUTHEAST ALABAMA GAS DISTRICT AREA	SOUTHEAST ALABAMA GAS DISTRICT AREA			
805800	- SOUTHEAST ALABAMA GAS DISTRICT - ELMORE	805800	- SOUTHEAST ALABAMA GAS DISTRICT - ELMORE		
809600	- SOUTHEAST ALABAMA GAS DISTRICT - HWY 169	809600	- SOUTHEAST ALABAMA GAS DISTRICT - HWY 169		
810200	- SOUTHEAST ALABAMA GAS - CHAPPELL FARM TAP	810200	- SOUTHEAST ALABAMA GAS - CHAPPELL FARM TAP		
805900	- SOUTHEAST ALABAMA GAS #2	805900	- SOUTHEAST ALABAMA GAS #2		

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First Revised Sheet No. 11E First Revised Sheet No. 11E : Pending

Superseding: Original Sheet No. 11E

ZONE 2 DELIVERY POINTS (continued)

Map No.	Point Code	Point/Meter Station Name
147	940032	TALLASSEE AREA 807600 - TALLASSEE WEST 807700 - TALLASSEE EAST
148	940035	ALA - JASPER AREA 835600 - ALA - JASPER NO.1 836201 - ALA - PARISH-OAKMAN
149	940037	U.S. STEEL FAIRFIELD AREA 839500 - U.S. STEEL WESTFIELD 839600 - U.S. STEEL PIPE MILL
150	940040	CULLMAN-JEFFERSON AREA 823300 - CULLMAN - JEFFERSON 823350 - CULLMAN-JEFFERSON NO.2
151	940044	HUNTSVILLE AREA 843700 - HUNTSVILLE 844200 - HUNTSVILLE NO.2 844300 - HUNTSVILLE NO.3
152	940046	ALA - REFORM AREA 818800 - ALA - REFORM NO.1 819400 - ALA - REFORM NO.2
153	940056	ALA - PELL CITY AREA 827200 - ALA - EDEN 827400 - ALA - PELL CITY 827600 - ALA - OAK RIDGE
154	803700	ALA - SELMA #1
155	803800	ALA - SELMA #2
156	803900	ALA - INTERNATIONAL PAPER
157	805300	ALA - MONTGOMERY #4
158	813600	ALA - OPELIKA #3
159	051950	MCCONNELLS - SNG TO ENTERPRISE (DISPL)
160	052410	SOUTHLAND- SNG TO SAMSON (DISPL)
161	605410	DUNCANVILLE- SNG TO ENTERPRISE (DISPL)
162	805400	ALA - MONTGOMERY #5 (NORTH)
163	805500	ALA - MONTGOMERY #6 (SOUTH)
164	833800	WILTON
165	848200	JORDON BRICK PLANT - MOODY
166	844600	HARTSELLE

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Fourth Revised Sheet No. 12 Fourth Revised Sheet No. 12
Superseding: Third Revised Sheet No. 12

The map shown on this tariff sheet can be viewed and printed by scrolling down under "Informational Postings",
"Tariff" to "Map", "Zone 3".

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Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Effective

Superseding: First Revised Sheet No. 13

ZONE 3 POINTS

RECEIPT POINTS

Map

No. Map No. Point Code Point Code Point/Meter Station Name Point/Meter Station Name

ZONE 3 - GEORGIA RECEIVING ZONE 3 - GEORGIA RECEIVING

110600000600000 ELBA TO SNG ELBA TO SNG

220432000432000 TRANSCO - JONESBORO TO SNG (DISPL) TRANSCO - JONESBORO TO SNG (DISPL)

336061106061100 EAST TENN - WHITFIELD CTY TO SNG (DISPL) EAST TENN - WHITFIELD CTY TO SNG (DISPL)

447903107903100 EAST TENN - CLEVELAND TO SNG #1 (DISPL) EAST TENN - CLEVELAND TO SNG #1 (DISPL)

DELIVERY POINTS

Map

No. Map No. Point Code Point Code Point/Meter Station Name Point/Meter Station Name

11116836006836000 AGL - ATLANTA AREA AGL - ATLANTA AREA

911300 AGL - SOUTH ATLANTA NO.1 911300 AGL - SOUTH ATLANTA NO.1

912200 AGL - MARIETTA 912200 AGL - MARIETTA

1414940013940013 AGL - ROME AREA AGL - ROME AREA

904200 AGL - ROME NO.1 904200 AGL - ROME NO.1

904300 AGL - ROME NO.2 904300 AGL - ROME NO.2

904500 AGL - ROME NO.4 904500 AGL - ROME NO.4

906200 AGL - SHANNON 906200 AGL - SHANNON

1515940016940016 AGL - AUGUSTA AREA AGL - AUGUSTA AREA

931600 AGL - BLYTHE 931600 AGL - BLYTHE

932000 AGL - AUGUSTA NO.1 932000 AGL - AUGUSTA NO.1

932100 AGL - AUGUSTA NO.2 932100 AGL - AUGUSTA NO.2

932200 AGL - AUGUSTA NO.3 932200 AGL - AUGUSTA NO.3

932300 AGL - AUGUSTA NO.4 932300 AGL - AUGUSTA NO.4

1616940017940017 DALTON AREA DALTON AREA

904600 DALTON NO.1 904600 DALTON NO.1

904800 DALTON NO.3 904800 DALTON NO.3

904900 DALTON NO.4 904900 DALTON NO.4

905000 DALTON NO.2 905000 DALTON NO.2

1717940018940018 AGL - ATLANTA SUBURBS AGL - ATLANTA SUBURBS

902800 AGL - BOWDEN 902800 AGL - BOWDEN

903000 AGL - BREMEN 903000 AGL - BREMEN

909000 AGL - CARROLLTON 909000 AGL - CARROLLTON

909200 AGL - TEMPLE 909200 AGL - TEMPLE

909400 AGL - VILLA RICA 909400 AGL - VILLA RICA

910100 AGL - YATES JUNCTION 910100 AGL - YATES JUNCTION

910200 AGL - NEWNAN JUNCTION 910200 AGL - NEWNAN JUNCTION

910400 AGL - DOUGLASVILLE 910400 AGL - DOUGLASVILLE

1818940019940019 AGL - CHATTANOOGA LINE N. AGL - CHATTANOOGA LINE N.

907800 AGL - CATOOSA COUNTY 907800 AGL - CATOOSA COUNTY

908000 AGL - RINGGOLD 908000 AGL - RINGGOLD

Effective Date: 06/01/2006 Status: Effective

FERC Docket: RP06-333-000

Original Sheet No. 13A Original Sheet No. 13A : Effective

ZONE 3 DELIVERY POINTS (continued)ZONE 3 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
1919940020940020	AGL - CEDARTOWN - ROCKMART AREA	AGL - CEDARTOWN - ROCKMART AREA			
903600	AGL - CEDARTOWN	903600	AGL - CEDARTOWN		
903800	AGL - ROCKMART	903800	AGL - ROCKMART		
2020940028940028	DUBLIN AREA	DUBLIN AREA			
916600	DUBLIN NO.1	916600	DUBLIN NO.1		
916700	DUBLIN NO.2	916700	DUBLIN NO.2		
2121940039940039	CARTERSVILLE AREA	CARTERSVILLE AREA			
905600	CARTERSVILLE	905600	CARTERSVILLE		
905700	CARTERSVILLE NO.2	905700	CARTERSVILLE NO.2		
2222940041940041	AGL - BRUNSWICK LINE	AGL - BRUNSWICK LINE			
918400	AGL - DANVILLE	918400	AGL - DANVILLE		
918600	AGL - DEXTER	918600	AGL - DEXTER		
918700	AGL - LAURENS COUNTY METER STATION	918700	AGL - LAURENS COUNTY METER STATION		
2424940043940043	AGL - EAST SOUTH MAIN ZONE 3	AGL - EAST SOUTH MAIN ZONE 3			
932500	AGL - SANDERSVILLE	932500	AGL - SANDERSVILLE		
930600	AGL - WARRENTON	930600	AGL - WARRENTON		
2525940045940045	AGL - CALHOUN - CHATSWORTH AREA	AGL - CALHOUN - CHATSWORTH AREA			
907200	AGL - CALHOUN NO.1	907200	AGL - CALHOUN NO.1		
907300	AGL - CALHOUN NO.2	907300	AGL - CALHOUN NO.2		
907600	AGL - CHATSWORTH	907600	AGL - CHATSWORTH		
2323940047940047	AGL - MACON SOUTH AREA	AGL - MACON SOUTH AREA			
915500	AGL - MACON EAST	915500	AGL - MACON EAST		
918200	AGL - JEFFERSONVILLE	918200	AGL - JEFFERSONVILLE		
1010940049940049	AGL - SAVANNAH NORTH AREA	AGL - SAVANNAH NORTH AREA			
934200	AGL - SPRINGFIELD-GUYTON	934200	AGL - SPRINGFIELD-GUYTON		
934900	AGL - SAVANNAH NO.4	934900	AGL - SAVANNAH NO.4		
1313940050940050	AGL - SAVANNAH SOUTH	AGL - SAVANNAH SOUTH			
934600	AGL - SAVANNAH NO.1	934600	AGL - SAVANNAH NO.1		
934700	AGL - SAVANNAH NO.2	934700	AGL - SAVANNAH NO.2		
934800	AGL - SAVANNAH NO.3	934800	AGL - SAVANNAH NO.3		
1212940055940055	AGL - MACON WEST AREA	AGL - MACON WEST AREA			
915400	AGL - MACON NORTH	915400	AGL - MACON NORTH		
915600	AGL - MACON WEST	915600	AGL - MACON WEST		
915800	AGL - MACON-MILLEDGEVILLE NO.1	915800	AGL - MACON-MILLEDGEVILLE NO.1		
2626043201043201	TRANSCO - JONESBORO TO TRANSCO	TRANSCO - JONESBORO TO TRANSCO			
2727606100606100	EAST TENN - WHITFIELD COUNTY TO ETNG	EAST TENN - WHITFIELD COUNTY TO ETNG			
2828780200780200	SCPL - NORTH AUGUSTA	SCPL - NORTH AUGUSTA			
2929780300780300	PLANT URQUHART	PLANT URQUHART			
3030780500780500	DIXIE CLAY	DIXIE CLAY			
3131780600780600	SCPL - BATH	SCPL - BATH			
3232780800780800	SCPL - DEL WEBB TAP	SCPL - DEL WEBB TAP			
3333781200781200	KENTUCKY-TENNESSEE CLAY NO.1	KENTUCKY-TENNESSEE CLAY NO.1			
3434781600781600	SCPL - GRANITEVILLE	SCPL - GRANITEVILLE			

Effective Date: 06/01/2006 Status: Effective

FERC Docket: RP06-333-000

Original Sheet No. 13B Original Sheet No. 13B : Effective

ZONE 3 DELIVERY POINTS (continued) ZONE 3 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
3535782400782400		KIMBERLY-CLARK	KIMBERLY-CLARK		
3636782500782500		SCPL - AIKEN	SCPL - AIKEN		
3737782700782700		AVONDALE MILLS	AVONDALE MILLS		
3838783500783500		SOUTHEASTERN CLAY	SOUTHEASTERN CLAY		
3939790200790200		CHATTANOOGA	CHATTANOOGA		
4040790300790300		EAST TENN - CLEVELAND TO ETNG NO.1	EAST TENN - CLEVELAND TO ETNG NO.1		
4242790750790750		PLANT MARGLEN	PLANT MARGLEN		
4343905400905400		SUMMERVILLE	SUMMERVILLE		
4444905500905500		ADAIRSVILLE	ADAIRSVILLE		
4848907400907400		CALHOUN, CITY OF	CALHOUN, CITY OF		
5050913800913800		PLANT TALBOT COUNTY - OGLETHORPE POWER	PLANT TALBOT COUNTY - OGLETHORPE POWER		
5151914000914000		TALBOTTON	TALBOTTON		
5252914200914200		MANCHESTER	MANCHESTER		
5454914500914500		SEWELL CREEK	SEWELL CREEK		
5555914800914800		FORT VALLEY	FORT VALLEY		
5656915000915000		JOINTLY OWNED BOARD NO.1	JOINTLY OWNED BOARD NO.1		
5757915001915001		COCHRAN	COCHRAN		
5858915002915002		HAWKINSVILLE	HAWKINSVILLE		
5959915003915003		PERRY	PERRY		
6060915100915100		WARNER ROBINS NO.2	WARNER ROBINS NO.2		
6262915700915700		WARNER ROBINS NO.3 - MGAG	WARNER ROBINS NO.3 - MGAG		
6363916200916200		MONTICELLO	MONTICELLO		
6464916300916300		WEST GEORGIA GENERATING	WEST GEORGIA GENERATING		
6565916400916400		EATONTON-GRAY	EATONTON-GRAY		
6666916800916800		DUBLIN NO.3	DUBLIN NO.3		
6868930100930100		PLANT WASHINGTON COUNTY (TIGER CREEK)	PLANT WASHINGTON COUNTY (TIGER CREEK)		
6969930200930200		SPARTA	SPARTA		
7070930300930300		PLANT DUKE-SANDERSVILLE	PLANT DUKE-SANDERSVILLE		
7171931000931000		THOMSON, GEORGIA	THOMSON, GEORGIA		
7272931200931200		WRENS	WRENS		
7373931300931300		WRENS NO.2	WRENS NO.2		
7474932400932400		PCS NITROGEN	PCS NITROGEN		
7575932800932800		LOUISVILLE	LOUISVILLE		
7676933000933000		WAYNESBORO	WAYNESBORO		
7777933200933200		MILLEN	MILLEN		
7878933600933600		STATESBORO	STATESBORO		
7979933800933800		SYLVANIA	SYLVANIA		
8181934400934400		CLAXTON	CLAXTON		
8282935000935000		PLANT MCINTOSH	PLANT MCINTOSH		
8383935100935100		WILLAMETTE INDUSTRIES - PORT WENTWORTH	WILLAMETTE INDUSTRIES - PORT WENTWORTH		
8484935200935200		ELBA - SNG REDELIVERY FOR ELBA FUEL	ELBA - SNG REDELIVERY FOR ELBA FUEL		
8585935300935300		SAVANNAH SUGAR	SAVANNAH SUGAR		
8686935900935900		OWENS CORNING FIBERGLAS	OWENS CORNING FIBERGLAS		

Effective Date: 01/09/2009 Status: Effective

FERC Docket: RP09-147-000

Second Revised Sheet No. 13C Second Revised Sheet No. 13C
Superseding: First Revised Sheet No. 13C

ZONE 3 DELIVERY POINTS (continued)

Map No.	Point Code	Point/Meter Station Name
87	936300	INTERNATIONAL PAPER NO.1 - SAVANNAH
88	936400	INTERNATIONAL PAPER NO.2 - SAVANNAH
89	936500	SCGP - PORT WENTWORTH TO SCGP
90	936700	PLANT EFFINGHAM COUNTY
91	914400	WOODLAND
92	906000	TRION
93	905800	LAFAYETTE
94	915200	JOINTLY OWNED BOARD NO.2
95	915004	BYRON
96	909800	AGL - DALLAS #2
97	910600	AUSTELL #1
98	910700	AUSTELL #2
99	910800	AGL - FULTON INDUSTRIAL
100	915201	COCHRAN #2
101	915202	HAWKINSVILLE #2
102	915203	PERRY #2
103	915204	BYRON #2
104	915900	AGL - MACON-MILLEDGEVILLE #2
105	917300	SMARR
106	917600	AGL - THOMASTON
107	932900	DSM CHEMICAL
108	937100	AGL - SOUTH THOMASTON
109	937200	AGL - BASS JUNCTION
110	937400	AGL - BEN HILL
111	906800	AGL - CALHOUN AREA FARM TAPS
112	782900	GRANITEVILLE SPECIALITY FABRICS
113	783600	CGTC - AIKEN TO CGTC
114	060010	ELBA - SNG TO ELBA (DISPLACEMENT)
115	060030	ELBA TO SNG CYPRESS (DISPLACEMENT)
116	920300	AGL - CYPRESS BRUNSWICK
201	000020	ALBANY AREA - SGA
		000021 ALBANY # 1 - SGA
		000022 ALBANY # 2 - SGA
		000023 ALBANY (LILLISTON) - SGA
202	000030	AMERICUS AREA - SGA
		000031 AMERICUS # 1 - SGA
		000032 AMERICUS # 2 - SGA
203	000040	ANDERSONVILLE/MULCOA AREA - SGA
		000042 ANDERSONVILLE # 2 - SGA
		000043 ANDERSONVILLE # 3 - SGA
204	000060	BAINBRIDGE AREA - SGA
		000061 BAINBRIDGE # 1 - SGA
		000062 BAINBRIDGE # 2 - SGA
205	000070	BLAKELY AREA - SGA
		000071 BLAKELY # 1 - SGA
		000072 BLAKELY # 2 - SGA

Effective Date: 06/01/2006 Status: Effective

FERC Docket: RP06-333-000

Original Sheet No. 13D Original Sheet No. 13D : Effective

ZONE 3 DELIVERY POINTS (continued)ZONE 3 DELIVERY POINTS (continued)

Map

No.	Map No.	Point Code	Point Code	Point/Meter Station Name	Point/Meter Station Name
206206000110000110		CORDELE AREA - SGA	CORDELE AREA - SGA		
000111		CORDELE #1 - SGA000111	CORDELE #1 - SGA		
000112		CORDELE #2 - SGA000112	CORDELE #2 - SGA		
207207000240000240		MEIGS AREA - SGA	MEIGS AREA - SGA		
000241		MEIGS # 1 - SGA000241	MEIGS # 1 - SGA		
208208000260000260		MOULTRIE AREA - SGA	MOULTRIE AREA - SGA		
000261		MOULTRIE # 1 - SGA000261	MOULTRIE # 1 - SGA		
000262		MOULTRIE # 2 - SGA000262	MOULTRIE # 2 - SGA		
209209000378000378		TIFTON AREA - SGA	TIFTON AREA - SGA		
000370		TIFTON - SGA000370	TIFTON - SGA		
000375		TIFTON #2 - SGA000375	TIFTON #2 - SGA		
210210000380000380		UNADILLA AREA - SGA	UNADILLA AREA - SGA		
000381		UNADILLA #1 - SGA000381	UNADILLA #1 - SGA		
000382		UNADILLA #2 - SGA000382	UNADILLA #2 - SGA		
211211000390000390		AGL - VALDOSTA AREA - SGA	AGL - VALDOSTA AREA - SGA		
000391		AGL - VALDOSTA #1 - SGA000391	AGL - VALDOSTA #1 - SGA		
000392		AGL - VALDOSTA #2 - SGA000392	AGL - VALDOSTA #2 - SGA		
000393		AGL - VALDOSTA #3 - SGA000393	AGL - VALDOSTA #3 - SGA		
212212000010000010		ADEL - SGA	ADEL - SGA		
213213000041000041		ANDERSONVILLE # 1 - SGA	ANDERSONVILLE # 1 - SGA		
214214000050000050		ASHBURN - SGA	ASHBURN - SGA		
215215000080000080		CAIRO - SGA	CAIRO - SGA		
216216000090000090		CAMILLA - SGA	CAMILLA - SGA		
217217000100000100		COLQUITT - SGA	COLQUITT - SGA		
218218000120000120		CUTHBERT - SGA	CUTHBERT - SGA		
219219000130000130		DAWSON - SGA	DAWSON - SGA		
220220000140000140		DECATUR COUNTY - SGA	DECATUR COUNTY - SGA		
221221000150000150		DOERUN - SGA	DOERUN - SGA		
222222000160000160		DONALSONVILLE - SGA	DONALSONVILLE - SGA		
223223000170000170		DOUGLAS - SGA	DOUGLAS - SGA		
224224000180000180		EDISON - SGA	EDISON - SGA		
225225000190000190		FITZGERALD - SGA	FITZGERALD - SGA		
226226000200000200		FORT GAINES - SGA	FORT GAINES - SGA		
227227000210000210		HAVANA - SGA	HAVANA - SGA		
228228000220000220		JASPER - SGA	JASPER - SGA		
229229000230000230		LUMPKIN - SGA	LUMPKIN - SGA		
230230000250000250		AGL - MONTEZUMA - SGA	AGL - MONTEZUMA - SGA		
231231000270000270		NASHVILLE - SGA	NASHVILLE - SGA		
232232000280000280		OCILLA - SGA	OCILLA - SGA		
233233000290000290		PELHAM - SGA	PELHAM - SGA		
234234000300000300		QUINCY - SGA	QUINCY - SGA		
235235000310000310		QUITMAN - SGA	QUITMAN - SGA		
236236000320000320		RICHLAND - SGA	RICHLAND - SGA		

Effective Date: 06/01/2008 Status: Effective

FERC Docket: RP08-346-000

First Revised Sheet No. 13E First Revised Sheet No. 13E : Pending

Superseding: Original Sheet No. 13E

ZONE 3 DELIVERY POINTS (continued)

Map	Point	
No.	Code	Point/Meter Station Name
237	000330	SHELLMAN - SGA
238	000340	SYLVESTER - SGA
239	000350	TALLAHASSEE - SGA
240	000360	THOMASVILLE - SGA
241	000400	VIENNA - SGA
242	000410	ENGELHARD - SGA
243	000420	FLORIDA POWER - SGA
244	000425	FLORIDA POWER #2 - SGA
245	000430	ENGLEHARD-QUINCY - SGA
246	000440	GOLDKIST - SGA
247	000450	GEORGIA PACIFIC CORPORATION - SGA
248	000460	MERCK & COMPANY - SGA
249	000470	MILWHITE - SGA
250	000500	OIL DRI OF GEORGIA - SGA
251	000510	PACKAGING CORP - SGA
252	000520	WAVERLY MINERAL - SGA
253	000530	JACKSONVILLE - SGA
254	000540	WHITE SPRINGS NEW - SGA
255	000590	PEOPLES - BAKER COUNTY - SGA
256	000600	SOWEGA POWER - SGA
257	937500	PLANT BRANDY BRANCH - JEA
258	606300	FGT - JACKSONVILLE TO FGT
259	000610	GAP HAMILTON COUNTY

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Seventy-First Revised Sheet No. 14 Seventy-First Revised Sheet No. 14
Superseding: Seventieth Revised Sheet No. 14

FIRM TRANSPORTATION SERVICES (FT)				
	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Reservation Charge (Dth) 1/ -----				
Maximum/Maximum Including Surcharges:	\$6.92/6.92	\$8.18/8.18	\$12.47/12.47	\$16.95/16.95
	-----	-----	-----	-----
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	-----	-----	-----	-----
Maximum Daily Volumetric Capacity Release Rates 2/	\$.2775/.2775	\$.2689/.2689	\$.4100/.4100	\$.5573/.5573
	-----	-----	-----	-----
Transportation Charge (Dth) 1/				
Maximum/Maximum Including Surcharges:		DELIVERY ZONE		
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Production Area	2.70¢/2.87¢	3.40¢/3.57¢	5.70¢/5.87¢	7.10¢/7.27¢
Zone 1	2.70¢/2.87¢	.70¢/.87¢	3.10¢/3.27¢	4.50¢/4.67¢
Zone 2	2.70¢/2.87¢	.70¢/.87¢	2.40¢/2.57¢	3.80¢/3.97¢
Zone 3	2.70¢/2.87¢	.70¢/.87¢	2.40¢/2.57¢	1.50¢/1.67¢
Minimum:		DELIVERY ZONE		
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Production Area	2.70¢	3.40¢	5.70¢	7.10¢
Zone 1	2.70¢	.70¢	3.10 ¢	4.50¢
Zone 2	2.70¢	.70¢	2.40¢	3.80¢
Zone 3	2.70¢	.70¢	2.40¢	1.50¢
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:		DELIVERY ZONE		
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Production Area	1.50¢/1.67¢	N/A	N/A	N/A
Zone 1	1.50¢/1.67¢	.40¢/.57¢	N/A	N/A
Zone 2	1.50¢/1.67¢	.40¢/.57¢	1.40¢/1.57¢	N/A
Zone 3	1.50¢/1.67¢	.40¢/.57¢	1.40¢/1.57¢	.80¢/.97¢
Backhaul Transportation Charge Minimum:		DELIVERY ZONE		
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Production Area	1.50¢	N/A	N/A	N/A
Zone 1	1.50¢	.40¢	N/A	N/A
Zone 2	1.50¢	.40¢	1.40¢	N/A
Zone 3	1.50¢	.40¢	1.40¢	.80¢

1/ Surcharges applicable to service under Rate Schedule FT.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported

GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

\$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Seventy-Third Revised Sheet No. 14 Seventy-Third Revised Sheet No. 14

Superseding: Seventy-Second Revised Sheet No. 14

FIRM TRANSPORTATION SERVICES (FT) 3/

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Reservation Charge (Dth) 1/ -----				
Maximum/Maximum Including Surcharges:	\$6.59/6.59	\$7.43/7.43	\$11.72/11.72	\$15.53/15.53
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Maximum Daily Volumetric Capacity Release Rates 2/	\$.2167/.2167	\$.2443/.2443	\$.3853/.3853	\$.5106/.5106

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Transportation Charge (Dth) 1/ Maximum/Maximum Including Surcharges:				
Receipt Zone				
Production Area	2.70¢/2.89¢	3.40¢/3.59¢	5.70¢/5.89¢	7.10¢/7.29¢
Zone 1	2.70¢/2.89¢	.70¢/.89¢	3.10¢/3.29¢	4.50¢/4.69¢
Zone 2	2.70¢/2.89¢	.70¢/.89¢	2.40¢/2.59¢	3.80¢/3.99¢
Zone 3	2.70¢/2.89¢	.70¢/.89¢	2.40¢/2.59¢	1.50¢/1.69¢

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Minimum:				
Receipt Zone				
Production Area	2.70¢	3.40¢	5.70¢	7.10¢
Zone 1	2.70¢	.70¢	3.10¢	4.50¢
Zone 2	2.70¢	.70¢	2.40¢	3.80¢
Zone 3	2.70¢	.70¢	2.40¢	1.50¢

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:				
Receipt Zone				
Production Area	1.50¢/1.69¢	N/A	N/A	N/A
Zone 1	1.50¢/1.69¢	.40¢/.59¢	N/A	N/A
Zone 2	1.50¢/1.69¢	.40¢/.59¢	1.40¢/1.59¢	N/A
Zone 3	1.50¢/1.69¢	.40¢/.59¢	1.40¢/1.59¢	.80¢/.99¢

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Backhaul Transportation Charge Minimum:				
Receipt Zone				
Production Area	1.50¢	N/A	N/A	N/A
Zone 1	1.50¢	.40¢	N/A	N/A
Zone 2	1.50¢	.40¢	1.40¢	N/A
Zone 3	1.50¢	.40¢	1.40¢	.80¢

1/ Surcharges applicable to service under Rate Schedule FT.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported

GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

\$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-

427 for all Contesting Parties as defined in the Settlement.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Thirty-Eighth Revised Sheet No. 14A Thirty-Eighth Revised Sheet No. 14A : Effective
Superseding: Thirty-Seventh Revised Sheet No. 14A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Ninety-First Revised Sheet No. 15 Ninety-First Revised Sheet No. 15

Superseding: Ninetieth Revised Sheet No. 15

FIRM TRANSPORTATION SERVICES (FT)

(Continued)

	Production Area	Zone 1	Zone 2	Zone 3
Small Shipper Charge 2/ -----	-----	-----	-----	-----
Maximum/Maximum Including Surcharges:	55.80¢/55.97¢	66.70¢/66.87¢	91.30¢/91.47¢	125.50¢/125.67¢
-----	-----	-----	-----	-----
Minimum:	2.7¢	3.4¢	5.7¢	7.1¢
-----	-----	-----	-----	-----
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.09%	1.09%	1.52%	1.84%
Intrazone Fuel, Used & Unaccounted For	1.09%	0.41%	0.41%	0.41%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

- 2/ Surcharges applicable to service under Rate Schedule FT for shippers designated as small shippers.

Storage Cost Reconciliation
Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Ninety-Third Revised Sheet No. 15 Ninety-Third Revised Sheet No. 15

Superseding: Ninety-Second Revised Sheet No. 15

FIRM TRANSPORTATION SERVICES (FT) 1/

(Continued)

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Small Shipper Charge 2/ -----				
Maximum/Maximum Including Surcharges:	55.40¢/55.59¢ -----	66.30¢/66.49¢ -----	90.70¢/90.89¢ -----	124.50¢/124.69¢ -----
Minimum:	2.7¢ -----	3.4¢ -----	5.7¢ -----	7.1¢ -----
Small Shipper Backhaul Charge 2/ -----				
Maximum/Maximum Including Surcharges:	54.20¢/54.39¢ -----	64.80¢/64.99¢ -----	88.10¢/88.29¢ -----	121.30¢/121.49¢ -----
Minimum Backhaul:	1.5¢ -----	0.4¢ -----	1.4¢ -----	0.8¢ -----
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.09%	1.09%	1.52%	1.84%
Intrazone Fuel, Used & Unaccounted For	1.09%	0.41%	0.41%	0.41%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 for all Contesting Parties as defined in the Settlement.

2/ Surcharges applicable to service under Rate Schedule FT for shippers designated as small shippers.

Storage Cost Reconciliation
Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Forty-Fourth Revised Sheet No. 15A Forty-Fourth Revised Sheet No. 15A : Effective
Superseding: Forty-Third Revised Sheet No. 15A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Seventy-First Revised Sheet No. 16 Seventy-First Revised Sheet No. 16

Superseding: Seventieth Revised Sheet No. 16

FIRM TRANSPORTATION SERVICES - NO NOTICE (FT-NN)

	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Reservation Charge (Dth) 1/ -----				
Maximum/Maximum Including Surcharges:	\$6.92/6.92	\$8.18/8.18	\$12.47/12.47	\$16.95/16.95
	-----	-----	-----	-----
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	-----	-----	-----	-----
Maximum Daily Volumetric Capacity Release Rates 2/	\$.2275/.2275	\$.2689/.2689	\$.4100/.4100	\$.5573/.5573
	-----	-----	-----	-----

	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Transportation Charge (Dth) 1/ Maximum/Maximum Including Surcharges:				
Receipt Zone				
Production Area	2.70¢/2.87¢	3.40¢/3.57¢	5.70¢/5.87¢	7.10¢/7.27¢
Zone 1	2.70¢/2.87¢	.70¢/.87¢	3.10¢/3.27¢	4.50¢/4.67¢
Zone 2	2.70¢/2.87¢	.70¢/.87¢	2.40¢/2.57¢	3.80¢/3.97¢
Zone 3	2.70¢/2.87¢	.70¢/.87¢	2.40¢/2.57¢	1.50¢/1.67¢

	Minimum: Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Receipt Zone				
Production Area	2.70¢	3.40¢	5.70¢	7.10¢
Zone 1	2.70¢	.70¢	3.10¢	4.50¢
Zone 2	2.70¢	.70¢	2.40¢	3.80¢
Zone 3	2.70¢	.70¢	2.40¢	1.50¢

	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:				
Receipt Zone				
Production Area	1.50¢/1.67¢	N/A	N/A	N/A
Zone 1	1.50¢/1.67¢	.40¢/.57¢	N/A	N/A
Zone 2	1.50¢/1.67¢	.40¢/.57¢	1.40¢/1.57¢	N/A
Zone 3	1.50¢/1.67¢	.40¢/.57¢	1.40¢/1.57¢	.80¢/.97¢

	Production Area	Zone 1	Zone 2	Zone 3
	-----	-----	-----	-----
Backhaul Transportation Charge Minimum:				
Receipt Zone				
Production Area	1.50¢	N/A	N/A	N/A
Zone 1	1.50¢	.40¢	N/A	N/A
Zone 2	1.50¢	.40¢	1.40¢	N/A
Zone 3	1.50¢	.40¢	1.40¢	.80¢

1/ Surcharges applicable to service under Rate Schedule FT-NN.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported

GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

\$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Seventy-Third Revised Sheet No. 16 Seventy-Third Revised Sheet No. 16

Superseding: Seventy-Second Revised Sheet No. 16

FIRM TRANSPORTATION SERVICES - NO NOTICE(FT-NN) 3/

	Production Area	Zone 1	Zone 2	Zone 3
Reservation Charge (Dth) 1/ -----	-----	-----	-----	-----
Maximum/Maximum Including Surcharges:	\$6.59/6.59	\$7.43/7.43	\$11.72/11.72	\$15.53/15.53
-----	-----	-----	-----	-----
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
-----	-----	-----	-----	-----
Maximum Daily Volumetric Capacity Release Rates 2/	\$.2167/.2167	\$.2443/.2443	\$.3853/.3853	\$.5106/.5106
-----	-----	-----	-----	-----

	Production Area	Zone 1	Zone 2	Zone 3
Transportation Charge (Dth) 1/ Maximum/Maximum Including Surcharges:	-----	-----	-----	-----
Receipt Zone	-----	-----	-----	-----
Production Area	2.70¢/2.89¢	3.40¢/3.59¢	5.70¢/5.89¢	7.10¢/7.29¢
Zone 1	2.70¢/2.89¢	.70¢/.89¢	3.10¢/3.29¢	4.50¢/4.69¢
Zone 2	2.70¢/2.89¢	.70¢/.89¢	2.40¢/2.59¢	3.80¢/3.99¢
Zone 3	2.70¢/2.89¢	.70¢/.89¢	2.40¢/2.59¢	1.50¢/1.69¢

	Production Area	Zone 1	Zone 2	Zone 3
Minimum:	-----	-----	-----	-----
Receipt Zone	-----	-----	-----	-----
Production Area	2.70¢	3.40¢	5.70¢	7.10¢
Zone 1	2.70¢	.70¢	3.10¢	4.50¢
Zone 2	2.70¢	.70¢	2.40¢	3.80¢
Zone 3	2.70¢	.70¢	2.40¢	1.50¢

	Production Area	Zone 1	Zone 2	Zone 3
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:	-----	-----	-----	-----
Receipt Zone	-----	-----	-----	-----
Production Area	1.50¢/1.69¢	N/A	N/A	N/A
Zone 1	1.50¢/1.69¢	.40¢/.59¢	N/A	N/A
Zone 2	1.50¢/1.69¢	.40¢/.59¢	1.40¢/1.59¢	N/A
Zone 3	1.50¢/1.69¢	.40¢/.59¢	1.40¢/1.59¢	.80¢/.99¢

	Production Area	Zone 1	Zone 2	Zone 3
Backhaul Transportation Charge Minimum:	-----	-----	-----	-----
Receipt Zone	-----	-----	-----	-----
Production Area	1.50¢	N/A	N/A	N/A
Zone 1	1.50¢	.40¢	N/A	N/A
Zone 2	1.50¢	.40¢	1.40¢	N/A
Zone 3	1.50¢	.40¢	1.40¢	.80¢

1/ Surcharges applicable to service under Rate Schedule FT-NN.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported

GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

\$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-

427 for all Contesting Parties as defined in the Settlement.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Thirty-Eighth Revised Sheet No. 16A Thirty-Eighth Revised Sheet No. 16A : Effective
Superseding: Thirty-Seventh Revised Sheet No. 16A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Ninety-First Revised Sheet No. 17 Ninety-First Revised Sheet No. 17

Superseding: Ninetieth Revised Sheet No. 17

FIRM TRANSPORTATION SERVICES - NO NOTICE (FT-NN)

(Continued)

	Production Area	Zone 1	Zone 2	Zone 3
Small Shipper Charge 2/ -----	-----	-----	-----	-----
Maximum/Maximum Including Surcharges:	55.80¢/55.97¢	66.70¢/66.87¢	91.30¢/91.47¢	125.50¢/125.67¢
-----	-----	-----	-----	-----
Minimum:	2.7¢	3.4¢	5.7¢	7.1¢
-----	-----	-----	-----	-----
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.09%	1.09%	1.52%	1.84%
Intrazone Fuel, Used & Unaccounted For	1.09%	0.41%	0.41%	0.41%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

- 2/ Surcharges applicable to service under Rate Schedule FT-NN for shippers designated as small shippers.

Storage Cost Reconciliation
Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Ninety-Third Revised Sheet No. 17 Ninety-Third Revised Sheet No. 17

Superseding: Ninety-Second Revised Sheet No. 17

FIRM TRANSPORTATION SERVICES - NO NOTICE (FT-NN) 1/

(Continued)

	Production Area	Zone 1	Zone 2	Zone 3
Small Shipper Charge 2/ -----				
Maximum/Maximum Including Surcharges:	55.40¢/55.59¢	66.30¢/66.49¢	90.70¢/90.89¢	124.50¢/124.69¢
Minimum:	2.7¢	3.4¢	5.7¢	7.1¢
Small Shipper Backhaul Charge 2/ -----				
Maximum/Maximum Including Surcharges:	54.20¢/54.39¢	64.80¢/64.99¢	88.10¢/88.29¢	121.30¢/121.49¢
Minimum Backhaul:	1.5¢	0.4¢	1.4¢	0.8¢
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.09%	1.09%	1.52%	1.84%
Intrazone Fuel, Used & Unaccounted For	1.09%	0.41%	0.41%	0.41%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 for all Contesting Parties as defined in the Settlement.

2/ Surcharges applicable to service under Rate Schedule FT-NN for shippers designated as small shippers.

Storage Cost Reconciliation
Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Forty-Fourth Revised Sheet No. 17A Forty-Fourth Revised Sheet No. 17A : Effective
Superseding: Forty-Third Revised Sheet No. 17A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Fifty-Fourth Revised Sheet No. 18 Fifty-Fourth Revised Sheet No. 18

Superseding: Fifty-Third Revised Sheet No. 18

Interruptible Transportation Service

Transportation Charge 1/ 2/		DELIVERY ZONE ANNUAL (JANUARY - DECEMBER)			
Maximum/Maximum Including Surcharges (Dth)		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	25.50¢/25.67¢		30.30¢/30.47¢	46.70¢/46.87¢	62.90¢/63.07¢
Zone 1	25.50¢/25.67¢		14.10¢/14.27¢	30.60¢/30.77¢	46.70¢/46.87¢
Zone 2	25.50¢/25.67¢		14.10¢/14.27¢	25.80¢/25.97¢	41.90¢/42.07¢
Zone 3	25.50¢/25.67¢		14.10¢/14.27¢	25.80¢/25.97¢	25.50¢/25.67¢

		ANNUAL (JANUARY - DECEMBER)			
Minimum Rate (Dth)		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	2.70¢		3.40¢	5.70¢	7.10¢
Zone 1	2.70¢		.70¢	3.10¢	4.50¢
Zone 2	2.70¢		.70¢	2.40¢	3.80¢
Zone 3	2.70¢		.70¢	2.40¢	1.50¢

Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:		DELIVERY ZONE			
		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	24.30¢/24.47¢		N/A	N/A	N/A
Zone 1	24.30¢/24.47¢		13.80¢/13.97¢	N/A	N/A
Zone 2	24.30¢/24.47¢		13.80¢/13.97¢	24.70¢/24.87¢	N/A
Zone 3	24.30¢/24.47¢		13.80¢/13.97¢	24.70¢/24.87¢	24.80¢/24.97¢

Backhaul Transportation Charge Minimum:		DELIVERY ZONE			
		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	24.30¢		N/A	N/A	N/A
Zone 1	24.30¢		13.80¢	N/A	N/A
Zone 2	24.30¢		13.80¢	24.70¢	N/A
Zone 3	24.30¢		13.80¢	24.70¢	24.80¢

Fuel Retention:

Forward Haul Fuel, Used & Unaccounted For	1.09%	1.09%	1.52%	1.84%
Intrazone Fuel, Used & Unaccounted For	1.09%	0.41%	0.41%	0.41%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ Surcharge applicable to service under Rate Schedule IT and Supply Pool Balancing Agreement.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

2/ Surcharges applicable to service under Rate Schedule IT.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Fifty-Sixth Revised Sheet No. 18 Fifty-Sixth Revised Sheet No. 18

Superseding: Fifty-Fifth Revised Sheet No. 18

Interruptible Transportation Service 3/

Transportation Charge 1/ 2/

DELIVERY ZONE

Maximum/Maximum Including

Surcharges (Dth)

Receipt Zone

Production Area

Zone 1

Zone 2

Zone 3

Production

Area

Zone 1

Zone 2

Zone 3

Zone 1

Zone 2

Zone 3

25.30¢/25.49¢	30.10¢/30.29¢	46.40¢/46.59¢	62.40¢/62.59¢
25.30¢/25.49¢	14.10¢/14.29¢	30.40¢/30.59¢	46.40¢/46.59¢
25.30¢/25.49¢	14.10¢/14.29¢	25.60¢/25.79¢	41.60¢/41.79¢
25.30¢/25.49¢	14.10¢/14.29¢	25.60¢/25.79¢	25.30¢/25.49¢

ANNUAL

Minimum Rate (Dth)

Receipt Zone

Production Area

Zone 1

Zone 2

Zone 3

Production

Area

Zone 1

Zone 2

Zone 3

Zone 1

Zone 2

Zone 3

2.70¢	3.40¢	5.70¢	7.10¢
2.70¢	.70¢	3.10¢	4.50¢
2.70¢	.70¢	2.40¢	3.80¢
2.70¢	.70¢	2.40¢	1.50¢

Backhaul Transportation Charge (Dth) 1/
Max/Max With Surcharges:

Receipt Zone

Production Area

Zone 1

Zone 2

Zone 3

Production

Area

Zone 1

Zone 2

Zone 3

DELIVERY ZONE

24.10¢/24.29¢	N/A	N/A	N/A
24.10¢/24.29¢	13.80¢/13.99¢	N/A	N/A
24.10¢/24.29¢	13.80¢/13.99¢	24.60¢/24.79¢	N/A
24.10¢/24.29¢	13.80¢/13.99¢	24.60¢/24.79¢	24.70¢/24.89¢

Backhaul Transportation

Charge Minimum:

Receipt Zone

Production Area

Zone 1

Zone 2

Zone 3

Production

Area

Zone 1

Zone 2

Zone 3

DELIVERY ZONE

1.50¢	N/A	N/A	N/A
1.50¢	.40¢	N/A	N/A
1.50¢	.40¢	1.40¢	N/A
1.50¢	.40¢	1.40¢	.80¢

Fuel Retention:

Forward Haul Fuel,

Used & Unaccounted For

1.09%

1.09%

1.52%

1.84%

Intrazone Fuel,

Used & Unaccounted For

1.09%

0.41%

0.41%

0.41%

Backhaul Fuel,

Used & Unaccounted For

0.16%

0.16%

0.16%

0.16%

1/ Surcharge applicable to service under Rate Schedule IT and Supply Pool Balancing Agreement.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

2/ Surcharges applicable to service under Rate Schedule IT.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 for all Contesting Parties as defined in the Settlement.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Eighteenth Revised Sheet No. 18A Eighteenth Revised Sheet No. 18A : Effective
Superseding: 2nd Sub Seventeenth Rev Sheet No. 18A

Sheet reserved for future use.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

First Revised Fifth Revised Sheet No. 19 First Revised Fifth Revised Sheet No. 19 : Superseded
Superseding: Fifth Revised Sheet No. 19

GATHERING SERVICE RATES

Maximum Rate	
(Per Dth)	4.7¢

Minimum Rate	
(Per Dth)	.00¢

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Third Revised Sheet No. 19A Third Revised Sheet No. 19A : Effective
Superseding: Sub Second Revised Sheet No. 19A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended
FERC Docket: RP09-427-000

Eighth Revised Sheet No. 20 Eighth Revised Sheet No. 20
Superseding: Substitute Seventh Revised Sheet No. 20

CONTRACT STORAGE SERVICE (CSS)

	Maximum -----	Minimum -----
Contract Storage (CSS) -----		
Deliverability Charge (Dth)	\$ 1.694 -----	\$ 0.000 -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	\$.0557 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.310¢ -----	0.000¢ -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	.1088¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Rates for Customers Electing
FT-Small Shipper Charge

Deliverability Charge (Dth)	\$.635 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.308¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Fuel Retention:

Injection	.81% -----
Withdrawal	.81% -----

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Ninth Revised Sheet No. 20 Ninth Revised Sheet No. 20

Superseding: Substitute Eighth Revised Sheet No. 20

CONTRACT STORAGE SERVICE (CSS) 1/

	Maximum -----	Minimum -----
Contract Storage (CSS) -----		
Deliverability Charge (Dth)	\$ 1.692 -----	\$ 0.000 -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	\$.0556 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.305¢ -----	0.000¢ -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	.1087¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Rates for Customers Electing
FT-Small Shipper Charge

Deliverability Charge (Dth)	\$.635 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.305¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Fuel Retention:

Injection	.81% -----
Withdrawal	.81% -----

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 for all Contesting Parties as defined in the Settlement.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Fourth Revised Sheet No. 20A Fourth Revised Sheet No. 20A : Effective
Superseding: Sub Third Rev. Sheet No. 20A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Seventh Revised Sheet No. 21 Seventh Revised Sheet No. 21

Superseding: Substitute Sixth Revised Sheet No. 21

INTERRUPTIBLE STORAGE SERVICE (ISS)

	Maximum	Minimum
	-----	-----
ISS Average Daily Balance Charge (Dth)	8.880¢	.000¢
-----	-----	-----
ISS Injection	.950¢	.950¢
-----	-----	-----
ISS Withdrawal	.950¢	.950¢
-----	-----	-----
Fuel Retention:		

Injection	.81%	

Withdrawal	.81%	

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Eighth Revised Sheet No. 21 Eighth Revised Sheet No. 21

Superseding: Substitute Seventh Revised Sheet No. 21

INTERRUPTIBLE STORAGE SERVICE (ISS) 1/

	Maximum -----	Minimum -----
ISS Average Daily Balance Charge (Dth) -----	8.870¢ -----	.000¢ -----
ISS Injection -----	.950¢ -----	.950¢ -----
ISS Withdrawal -----	.950¢ -----	.950¢ -----
Fuel Retention: -----		
Injection	.81% -----	
Withdrawal	.81% -----	

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 for all Contesting Parties as defined in the Settlement.

Effective Date: 08/01/2000 Status: Effective

FERC Docket: RP99-496-006

Third Revised Sheet No. 21A Third Revised Sheet No. 21A : Effective
Superseding: Sub Second Revised Sheet No. 21A

Sheet reserved for future use.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Eighteenth Revised Sheet No. 22 Eighteenth Revised Sheet No. 22

Superseding: Seventeenth Revised Sheet No. 22

TRANSPORTATION RATES FOR
LIQUIDS AND LIQUEFIABLES

Liquefiabiles 1/

For production from wells connected on or before December 31,1981:

- 4.5¢ per Dth per 100 miles prorated to the actual mileage 2/

For production from wells connected on or after January 1, 1982:

- 10.25¢ per Dth per 100 miles of offshore transportation prorated to the actual mileage offshore, plus
- 3.1¢ per Dth per 100 miles of onshore transportation prorated to the actual mileage onshore

Liquids

For production from wells connected on or before December 31, 1981:

- 55.0¢ per barrel
- 11.0¢ per barrel for service of 20 miles or less from receipt point to removal point

For production from wells connected on or after January 1, 1982:

- \$1.025 per barrel if any part of the service is offshore
- 31.0¢ per barrel if the service is onshore
- 20% of the applicable offshore or onshore rate for service of 20 miles or less from receipt point to removal point

Fuel Retention: -----	Production Area -----
Forward Haul & Intrazone Fuel, Used & Unaccounted For	1.09%
Backhaul Fuel, Used & Unaccounted For	0.16%

1/ Surcharges applicable to Transportation Rates for Liquids and Liquifiabiles.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0017 applicable to each Dth transported.

2/ Based on a Btu content of 1,000 Btu per cubic foot.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Twenty-First Revised Sheet No. 22 Twenty-First Revised Sheet No. 22

Superseding: Twentieth Revised Sheet No. 22

TRANSPORTATION RATES FOR
LIQUIDS AND LIQUEFIABLES 3/

Liquefiabiles 1/

For production from wells connected on or before December 31,1981:

- 4.5¢ per Dth per 100 miles prorated to the actual mileage 2/

For production from wells connected on or after January 1, 1982:

- 10.25¢ per Dth per 100 miles of offshore transportation prorated to the actual mileage offshore, plus
- 3.1¢ per Dth per 100 miles of onshore transportation prorated to the actual mileage onshore

Liquids

For production from wells connected on or before December 31, 1981:

- 55.0¢ per barrel
- 11.0¢ per barrel for service of 20 miles or less from receipt point to removal point

For production from wells connected on or after January 1, 1982:

- \$1.025 per barrel if any part of the service is offshore
- 31.0¢ per barrel if the service is onshore
- 20% of the applicable offshore or onshore rate for service of 20 miles or less from receipt point to removal point

Fuel Retention: -----	Production Area -----
Forward Haul & Intrazone Fuel, Used & Unaccounted For	1.09%
Backhaul Fuel, Used & Unaccounted For	0.16%

1/ Surcharges applicable to Transportation Rates for Liquids and Liquifiabiles.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

2/ Based on a Btu content of 1,000 Btu per cubic foot.

3/
No. The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket
RP09-427 for all Contesting Parties as defined in the Settlement.

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-334-000

Twelfth Revised Sheet No. 23 Twelfth Revised Sheet No. 23

Superseding: Eleventh Revised Sheet No. 23

Shipper Rate/Formula RATE SCHEDULE FT/FT-NN BG Energy Merchants LLC \$12.77 Dth	Contract # FSNG366 - 335,244 Dth 4/30/2027 (Packages 21 and 22)	Term	Negotiated
Transportation No. parties), In- other forth as from that, Cypress lesser (b) 1% rate shipper for Cypress of a or Charge Transportation adjusted circumstances impact. Delivery volumes a causes ability upstream charge may on rate			Reservation Charge per month X MDDQ and Applicable Charge per dth on Sheet 14 (contesting Kind Fuel % and all applicable charges set on Sheet Nos. 26 - 27, amended by FERC Order time to time, provided the fuel rate for transportation on the Pipeline shall be the of (a)tariff rate or or (c) the lowest fuel charged any other transportation on the Pipeline. In the event rate impact affecting revenues by \$12,000,000 more, the Reservation and/or the Charge could be depending on and causes of rate Shipper shall not pay Company's Downstream Charge since receipt originate in Zone 3. If rate design change Shipper to lose its to deliver gas in zones, reservation be adjusted depending impact of such

deliveries.

Reservation

in

reflect

would have

effect

2009, the

Southern's

FLORIDA POWER CORPORATION
d/b/a Progress Energy Florida, Inc.
\$10.79 Dth

Transportation

and all

charges set

- 27,

Order from

FSNG25 - 59,210 Dth 4/30/2027

May-Sept.

24,671 Dth

Oct.-Apr.

The Negotiated

Charge will be adjusted

the first month to

the amount Shipper

paid if negotiated rate
agreement had been in

as of September 1,

effective date of

Settlement Rates.

Reservation Charge

per month X MDDQ and
Applicable

Charge, In-Kind Fuel

other applicable

forth on Sheet Nos. 26

as amended by FERC

time to time.

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP01-205-018

Eighth Revised Sheet No. 23A Eighth Revised Sheet No. 23A

Superseding: Seventh Revised Sheet No. 23A

Shipper Rate/Formula RATE SCHEDULE FT/FT-NN (con't)	Contract #	Term	Negotiated
INDUSTRIAL INSULATION GROUP, LLC \$11.89 Dth	FSNG125 - 511 Dth	10/31/09	Reservation Charge
Transportation			and Applicable
and all			Charge, In-Kind Fuel
charges set			other applicable
- 29			forth on Sheet Nos. 26

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP01-205-015

Fifth Revised Sheet No. 23B Fifth Revised Sheet No. 23B : Effective

Superseding: Fourth Revised Sheet No. 23B

Shipper

Contract #

Term

Negotiated

Rate/Formula

Sheet reserved for future use.

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP01-205-010

First Revised Sheet No. 23C First Revised Sheet No. 23C : Effective
Superseding: Original Sheet No. 23C

Shipper Rate/Formula	Contract #	Term	Negotiated
-------------------------	------------	------	------------

Sheet reserved for future use.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP01-205-010

Second Revised Sheet No. 23D Second Revised Sheet No. 23D : Effective
Superseding: First Revised Sheet No. 23D

Shipper Rate/Formula	Contract #	Term	Negotiated
-------------------------	------------	------	------------

Sheet reserved for future use.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP01-205-010

Second Revised Sheet No. 23E Second Revised Sheet No. 23E : Effective
Superseding: First Revised Sheet No. 23E

Shipper	Contract #	Term	Negotiated
Rate/Formula			

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective
FERC Docket: RP01-205-010

Third Revised Sheet No. 23F Third Revised Sheet No. 23F : Effective
Superseding: Second Revised Sheet No. 23F

Shipper Rate/Formula	Contract #	Term	Negotiated
-------------------------	------------	------	------------

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Fourth Revised Sheet No. 23G Fourth Revised Sheet No. 23G : Effective

Superseding: Third Revised Sheet No. 23G

Shipper

Contract #

Term

Negotiated

Rate/Formula

RATE SCHEDULE IT

APACHE CORPORATION
Charge

ISNG552

08/02/07

The Transportation

0 to

is \$.01/Dth on a Zone

basis

Zone 0 point specific

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Fourth Revised Sheet No. 23H Fourth Revised Sheet No. 23H : Effective

Superseding: Third Revised Sheet No. 23H

Shipper

Contract #

Term

Negotiated

Rate/Formula

RATE SCHEDULE IT (con't)

PALOMA OFFSHORE, LLC

ISNG655

08/02/07

The Transportation

Charge

is \$.01/Dth on a Zone

0 to

Zone 0 point specific

basis

Effective Date: 11/01/2009 Status: Effective

FERC Docket: RP10-40-001

Fourth Revised Sheet No. 23I Fourth Revised Sheet No. 23I

Superseding: Third Revised Sheet No. 23I

Non-Conforming Service Agreements

Shipper	Contract #	Date	Tariff Provision
Albany Water, Gas & Light Comm.	FSNG355	10-01-05	Section 20 GT&C
Atlanta Gas Light Company	FSNG341	10-01-04	Section 20 GT&C
La Grange, City of	FSNG356	10-01-05	Section 20 GT&C
Atlanta Gas Light Company Agreement	FSNG4	11-01-09	Section 4.1 Form of FT Service

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP01-205-010

Fifth Revised Sheet No. 23J Fifth Revised Sheet No. 23J : Effective

Superseding: Fourth Revised Sheet No. 23J

Shipper

Contract #

Term

Negotiated

Rate/Formula

Sheet reserved for future use.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP01-205-010

Third Revised Sheet No. 23K Third Revised Sheet No. 23K : Effective

Superseding: Second Revised Sheet No. 23K

Shipper

Contract #

Term

Negotiated

Rate/Formula

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Fourth Revised Sheet No. 23L Fourth Revised Sheet No. 23L : Effective

Superseding: Third Revised Sheet No. 23L

Shipper

Contract #

Term

Negotiated

Rate/Formula

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Third Revised Sheet No. 23M Third Revised Sheet No. 23M : Effective
Superseding: Second Revised Sheet No. 23M

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Second Revised Sheet No. 23N Second Revised Sheet No. 23N : Effective
Superseding: First Revised Sheet No. 23N

Sheet reserved for future use.

Effective Date: 10/01/2005 Status: Effective

FERC Docket: RP01-205-010

Second Revised Sheet No. 230 Second Revised Sheet No. 230 : Effective
Superseding: First Revised Sheet No. 230

Sheet reserved for future use.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-001

Third Revised Sheet No. 24 Third Revised Sheet No. 24 : Effective
Superseding: Third Revised Sheet No. 23

Reserved For Future Use

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Substitute Sixth Revised Sheet No. 25 Substitute Sixth Revised Sheet No. 25

Superseding: Sixth Revised Sheet No. 25

RATE SCHEDULE PAL

	Maximum Commodity Rate Per Dekatherm, Per Day	Minimum Commodity Rate Per Dekatherm, Per Day
Daily Rate	\$.5505	\$.0000

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Sixth Revised Sheet No. 25 Sixth Revised Sheet No. 25
Superseding: Substitute Fifth Revised Sheet No. 25

RATE SCHEDULE PAL

	Maximum Commodity Rate Per Dekatherm, Per Day	Minimum Commodity Rate Per Dekatherm, Per Day
Daily Rate	\$.5547	\$.0000

Effective Date: 09/01/2009 Status: Suspended
FERC Docket: RP09-427-000

Fourteenth Revised Sheet No. 26 Fourteenth Revised Sheet No. 26
Superseding: Thirteenth Revised Sheet No. 26

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Seventeenth Revised Sheet No. 26 Seventeenth Revised Sheet No. 26

Superseding: Sixteenth Revised Sheet No. 26

	SETTLEMENT RATES 3/ FIRM TRANSPORTATION SERVICES (FT)			
	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Reservation Charge (Dth) 1/ -----				
Maximum/Maximum Including Surcharges:	\$5.71/5.71	\$6.45/6.45	\$9.65/9.65	\$12.77/12.77
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Maximum Daily Volumetric Capacity Release Rates 2/	\$.1877/.1877	\$.2121/.2121	\$.3173/.3173	\$.4198/.4198

	DELIVERY ZONE			
	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Transportation Charge (Dth) 1/ Maximum/Maximum Including Surcharges:				
Receipt Zone				
Production Area	4.10¢/4.29¢	4.50¢/4.69¢	5.80¢/5.99¢	6.60¢/6.79¢
Zone 1	4.10¢/4.29¢	2.90¢/3.09¢	4.30¢/4.49¢	5.10¢/5.29¢
Zone 2	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	4.70¢/4.89¢
Zone 3	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	3.40¢/3.59¢

	DELIVERY ZONE			
	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Minimum:				
Receipt Zone				
Production Area	4.10¢	4.50¢	5.80¢	6.60¢
Zone 1	4.10¢	2.90¢	4.30¢	5.10¢
Zone 2	4.10¢	2.90¢	3.90¢	4.70¢
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢

	DELIVERY ZONE			
	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:				
Receipt Zone				
Production Area	4.10¢/4.29¢	N/A	N/A	N/A
Zone 1	4.10¢/4.29¢	2.90¢/3.09¢	N/A	N/A
Zone 2	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	N/A
Zone 3	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	3.40¢/3.59¢

	DELIVERY ZONE			
	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Backhaul Transportation Charge Minimum:				
Receipt Zone				
Production Area	4.10¢	N/A	N/A	N/A
Zone 1	4.10¢	2.90¢	N/A	N/A
Zone 2	4.10¢	2.90¢	3.90¢	N/A
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢

1/ Surcharges applicable to service under Rate Schedule FT.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported
GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

\$.000 applicable to each Dth transported.
ACA Surcharge: \$.0019 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No.

RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall

remain in effect until superseded by new rates placed into effect consistent with the provisions of the
Docket
No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Fourteenth Revised Sheet No. 27 Fourteenth Revised Sheet No. 27

Superseding: Thirteenth Revised Sheet No. 27

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Seventeenth Revised Sheet No. 27 Seventeenth Revised Sheet No. 27

Superseding: Sixteenth Revised Sheet No. 27

SETTLEMENT RATES 1/
FIRM TRANSPORTATION SERVICES (FT)

(Continued)

	Production Area -----	Zone 1 -----	Zone 2 -----	Zone 3 -----
Small Shipper Charge 2/ -----				
Maximum/Maximum Including Surcharges:	47.90¢/48.09¢ -----	54.40¢/54.59¢ -----	72.10¢/72.29¢ -----	95.80¢/95.99¢ -----
Minimum:	4.1¢ -----	4.5¢ -----	5.8¢ -----	6.6¢ -----
Small Shipper Backhaul Charge 2/ -----				
Maximum/Maximum Including Surcharges:	47.90¢/48.09¢ -----	54.40¢/54.59¢ -----	72.10¢/72.29¢ -----	95.80¢/95.99¢ -----
Minimum Backhaul:	4.1¢ -----	4.5¢ -----	5.8¢ -----	6.6¢ -----
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.47%	1.47%	1.90%	2.22%
Intrazone Fuel, Used & Unaccounted For	1.47%	0.50%	0.50%	0.50%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No.

RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

2/ Surcharges applicable to service under Rate Schedule FT for shippers designated as small shippers.

Storage Cost Reconciliation Mechanism Volumetric Surcharge:	\$.000	applicable to each Dth transported.
GRI Surcharge:	\$.000	applicable to each Dth transported.
ACA Surcharge:	\$.0019	applicable to each Dth transported.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Thirteenth Revised Sheet No. 28 Thirteenth Revised Sheet No. 28

Superseding: Twelfth Revised Sheet No. 28

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Sixteenth Revised Sheet No. 28 Sixteenth Revised Sheet No. 28

Superseding: Fifteenth Revised Sheet No. 28

SETTLEMENT RATES 3/ FIRM TRANSPORTATION SERVICES - NO NOTICE (FT-NN)				
Production Area	Zone 1	Zone 2	Zone 3	
-----	-----	-----	-----	
Reservation Charge (Dth) 1/ -----				
Maximum/Maximum Including Surcharges:	\$5.71/5.71	\$6.45/6.45	\$9.65/9.65	\$12.77/12.77
-----	-----	-----	-----	-----
Minimum:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
-----	-----	-----	-----	-----
Maximum Daily Volumetric Capacity Release Rates 2/	\$.1877/.1877	\$.2121/.2121	\$.3173/.3173	\$.4198/.4198
-----	-----	-----	-----	-----
Transportation Charge (Dth) 1/ Maximum/Maximum Including Surcharges:	DELIVERY ZONE			
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
-----	-----	-----	-----	-----
Production Area	4.10¢/4.29¢	4.50¢/4.69¢	5.80¢/5.99¢	6.60¢/6.79¢
Zone 1	4.10¢/4.29¢	2.90¢/3.09¢	4.30¢/4.49¢	5.10¢/5.29¢
Zone 2	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	4.70¢/4.89¢
Zone 3	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	3.40¢/3.59¢
-----	-----	-----	-----	-----
Minimum:	DELIVERY ZONE			
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
-----	-----	-----	-----	-----
Production Area	4.10¢	4.50¢	5.80¢	6.60¢
Zone 1	4.10¢	2.90¢	4.30¢	5.10¢
Zone 2	4.10¢	2.90¢	3.90¢	4.70¢
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢
-----	-----	-----	-----	-----
Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:	DELIVERY ZONE			
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
-----	-----	-----	-----	-----
Production Area	4.10¢/4.29¢	N/A	N/A	N/A
Zone 1	4.10¢/4.29¢	2.90¢/3.09¢	N/A	N/A
Zone 2	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	N/A
Zone 3	4.10¢/4.29¢	2.90¢/3.09¢	3.90¢/4.09¢	3.40¢/3.59¢
-----	-----	-----	-----	-----
Backhaul Transportation Charge Minimum:	DELIVERY ZONE			
Receipt Zone	Production Area	Zone 1	Zone 2	Zone 3
-----	-----	-----	-----	-----
Production Area	4.10¢	N/A	N/A	N/A
Zone 1	4.10¢	2.90¢	N/A	N/A
Zone 2	4.10¢	2.90¢	3.90¢	N/A
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢
-----	-----	-----	-----	-----

1/ Surcharges applicable to service under Rate Schedule FT-NN.

Storage Cost Reconciliation

Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported
GRI Surcharge: \$.000 applicable to reservation quantities
of high load factor shippers and \$.00
is applicable to reservation quantities
of low load factor shippers.

ACA Surcharge: \$.000 applicable to each Dth transported.
\$.0019 applicable to each Dth transported.

2/ See Section 22 of the General Terms and Conditions for exceptions to these maximum capacity release rates.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No.

RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates

shall remain in effect until superseded by new rates placed into effect consistent with the provisions of
the Docket No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Fifty-Fourth Revised Sheet No. 29 Fifty-Fourth Revised Sheet No. 29

Superseding: Fifty-Third Revised Sheet No. 29

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Fifty-Seventh Revised Sheet No. 29 Fifty-Seventh Revised Sheet No. 29

Superseding: Fifty-Sixth Revised Sheet No. 29

SETTLEMENT RATES 1/
FIRM TRANSPORTATION SERVICES - NO NOTICE (FT-NN)

(Continued)

	Production Area	Zone 1	Zone 2	Zone 3
-----	-----	-----	-----	-----
Small Shipper Charge 2/ -----				
Maximum/Maximum Including Surcharges:	47.90¢/48.09¢	54.40¢/54.49¢	72.10¢/72.29¢	95.80¢/95.99¢
-----	-----	-----	-----	-----
Minimum:	4.1¢	4.5¢	5.8¢	6.6¢
-----	-----	-----	-----	-----
Small Shipper Backhaul Charge 2/ -----				
Maximum/Maximum Including Surcharges:	47.90¢/48.09¢	54.40¢/54.49¢	72.10¢/72.29¢	95.80¢/95.99¢
-----	-----	-----	-----	-----
Minimum Backhaul:	4.1¢	4.5¢	5.8¢	6.6¢
-----	-----	-----	-----	-----
Fuel Retention: -----				
Forward Haul Fuel, Used & Unaccounted For	1.47%	1.47%	1.90%	2.22%
Intrazone Fuel, Used & Unaccounted For	1.47%	0.50%	0.50%	0.50%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No.

RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

2/ Surcharges applicable to service under Rate Schedule FT-NN for shippers designated as small shippers.

Storage Cost Reconciliation Mechanism Volumetric Surcharge:	\$.000	applicable to each Dth transported.
GRI Surcharge:	\$.000	applicable to each Dth transported.
ACA Surcharge:	\$.0019	applicable to each Dth transported.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Thirty-Fifth Revised Sheet No. 30 Thirty-Fifth Revised Sheet No. 30

Superseding: Thirty-Fourth Revised Sheet No. 30

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Thirty-Eighth Revised Sheet No. 30 Thirty-Eighth Revised Sheet No. 30

Superseding: Thirty-Seventh Revised Sheet No. 30

SETTLEMENT RATES 3/
Interruptible Transportation Service

Transportation Charge 1/ 2/		DELIVERY ZONE			
Maximum/Maximum Including Surcharges (Dth)		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	22.90¢/23.09¢	25.70¢/25.89¢	37.60¢/37.79¢	48.60¢/48.79¢	
Zone 1	22.90¢/23.09¢	11.20¢/11.39¢	23.10¢/23.29¢	34.20¢/34.39¢	
Zone 2	22.90¢/23.09¢	11.20¢/11.39¢	20.50¢/20.69¢	31.60¢/31.79¢	
Zone 3	22.90¢/23.09¢	11.20¢/11.39¢	20.50¢/20.69¢	19.30¢/19.49¢	

ANNUAL

Minimum Rate (Dth)		Production Area	Zone 1	Zone 2	Zone 3
Receipt Zone					
Production Area	4.10¢	4.50¢	5.80¢	6.60¢	
Zone 1	4.10¢	2.90¢	4.30¢	5.10¢	
Zone 2	4.10¢	2.90¢	3.90¢	4.70¢	
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢	

Backhaul Transportation Charge (Dth) 1/ Max/Max With Surcharges:		DELIVERY ZONE			
Receipt Zone		Production Area	Zone 1	Zone 2	Zone 3
Production Area	22.90¢/23.09¢	N/A	N/A	N/A	N/A
Zone 1	22.90¢/23.09¢	11.20¢/11.39¢	N/A	N/A	N/A
Zone 2	22.90¢/23.09¢	11.20¢/11.39¢	20.50¢/20.69¢	N/A	N/A
Zone 3	22.90¢/23.09¢	11.20¢/11.39¢	20.50¢/20.69¢	19.30¢/19.49¢	

Backhaul Transportation Charge Minimum:		DELIVERY ZONE			
Receipt Zone		Production Area	Zone 1	Zone 2	Zone 3
Production Area	4.10¢	N/A	N/A	N/A	N/A
Zone 1	4.10¢	2.90¢	N/A	N/A	N/A
Zone 2	4.10¢	2.90¢	3.90¢	N/A	N/A
Zone 3	4.10¢	2.90¢	3.90¢	3.40¢	

Fuel Retention:

Forward Haul Fuel, Used & Unaccounted For	1.47%	1.47%	1.90%	2.22%
Intrazone Fuel, Used & Unaccounted For	1.47%	0.50%	0.50%	0.50%
Backhaul Fuel, Used & Unaccounted For	0.16%	0.16%	0.16%	0.16%

1/ Surcharge applicable to service under Rate Schedule IT and Supply Pool Balancing Agreement.

Storage Cost Reconciliation
Mechanism Volumetric Surcharge: \$.000 applicable to each Dth transported.

2/ Surcharges applicable to service under Rate Schedule IT.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No.

RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Twenty-Third Revised Sheet No. 31 Twenty-Third Revised Sheet No. 31

Superseding: Twenty-Second Revised Sheet No. 31

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Twenty-Fifth Revised Sheet No. 31 Twenty-Fifth Revised Sheet No. 31

Superseding: Sub. Twenty-Fourth Revised Sheet No. 31

SETTLEMENT RATES 1/
CONTRACT STORAGE SERVICE (CSS)

	Maximum -----	Minimum -----
Contract Storage (CSS) -----		
Deliverability Charge (Dth)	\$ 1.597 -----	\$ 0.000 -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	\$.0525 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.140¢ -----	0.000¢ -----
Maximum Daily Volumetric Capacity Release Rates (Dth)	.1032¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Rates for Customers Electing
FT-Small Shipper Charge

Deliverability Charge (Dth)	\$.599 -----	\$ 0.000 -----
Capacity Charge (Dth)	3.140¢ -----	0.000¢ -----
Injection Charge (Dth)	.950¢ -----	.950¢ -----
Withdrawal Charge (Dth)	.950¢ -----	.950¢ -----

Fuel Retention:

Injection	.81% -----
Withdrawal	.81% -----

- 1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Third Revised Sheet No. 32 Third Revised Sheet No. 32

Superseding: Second Revised Sheet No. 32

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Fifth Revised Sheet No. 32 Fifth Revised Sheet No. 32

Superseding: Substitute Fourth Revised Sheet No. 32

SETTLEMENT RATES 1/
INTERRUPTIBLE STORAGE SERVICE (ISS)

	Maximum -----	Minimum -----
ISS Average Daily Balance Charge (Dth) -----	8.390¢ -----	.000¢ -----
ISS Injection -----	.950¢ -----	.950¢ -----
ISS Withdrawal -----	.950¢ -----	.950¢ -----
Fuel Retention: -----		
Injection	.81% -----	
Withdrawal	.81% -----	

- 1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Second Revised Sheet No. 33 Second Revised Sheet No. 33

Superseding: First Revised Sheet No. 33

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP09-427-003

Fourth Revised Sheet No. 33 Fourth Revised Sheet No. 33
Superseding: Substitute Third Revised Sheet No. 33

SETTLEMENT RATES 1/
RATE SCHEDULE PAL

	Maximum Commodity Rate Per Dekatherm, Per Day	Minimum Commodity Rate Per Dekatherm, Per Day
Daily Rate	\$.5547	\$.0000

- 1/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Sixth Revised Sheet No. 34 Sixth Revised Sheet No. 34

Superseding: Fifth Revised Sheet No. 34

Sheet reserved for future use.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP09-427-003

Eighth Revised Sheet No. 34 Eighth Revised Sheet No. 34
Superseding: Substitute Seventh Revised Sheet No. 34

SETTLEMENT RATES 3/
TRANSPORTATION RATES FOR LIQUIDS AND LIQUEFIABLES

Liquefiabiles 1/

For production from wells connected on or before December 31,1981:

- 4.5¢ per Dth per 100 miles prorated to the actual mileage 2/

For production from wells connected on or after January 1, 1982:

- 10.25¢ per Dth per 100 miles of offshore transportation prorated to the actual mileage offshore, plus
- 3.1¢ per Dth per 100 miles of onshore transportation prorated to the actual mileage onshore

Liquids

For production from wells connected on or before December 31, 1981:

- 55.0¢ per barrel
- 11.0¢ per barrel for service of 20 miles or less from receipt point to removal point

For production from wells connected on or after January 1, 1982:

- \$1.025 per barrel if any part of the service is offshore
- 31.0¢ per barrel if the service is onshore
- 20% of the applicable offshore or onshore rate for service of 20 miles or less from receipt point to removal point

Fuel Retention: -----	Production Area -----
Forward Haul & Intrazone Fuel, Used & Unaccounted For	1.47%
Backhaul Fuel, Used & Unaccounted For	0.16%

1/ Surcharges applicable to Transportation Rates for Liquids and Liquifiabiles.

GRI Surcharge: \$.000 applicable to each Dth transported.

ACA Surcharge: \$.0019 applicable to each Dth transported.

2/ Based on a Btu content of 1,000 Btu per cubic foot.

3/ The foregoing rates have been established pursuant to the terms of the Settlement filed in Docket No. RP09-427 applicable to all Supporting and Non-Opposing Parties as defined in the Settlement. Such rates shall remain in effect until superseded by new rates placed into effect consistent with the provisions of the Docket No. RP09-427 Settlement.

Effective Date: 02/01/1996 Status: Effective

FERC Docket: RP96-135-000

First Revised Sheet No. 34A First Revised Sheet No. 34A : Effective
Superseding: 2nd Sub. Original Sheet No. 34a

ORIGINAL SHEET NO. 34A RESERVED FOR FUTURE USE

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-360-000

Second Revised Sheet No. 34B Second Revised Sheet No. 34B : Effective
Superseding: First Revised Sheet No. 34B

This sheet is reserved for future use.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-360-000

First Revised Sheet No. 34C First Revised Sheet No. 34C : Effective
Superseding: First Substitute Original Sheet No. 34C

This sheet is reserved for future use.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-360-000

First Revised Sheet No. 34D First Revised Sheet No. 34D : Effective
Superseding: First Substitute Original Sheet No. 34D

This sheet is reserved for future use.

Effective Date: 01/09/2009 Status: Effective

FERC Docket: RP09-147-000

Sixth Revised Sheet No. 35 Sixth Revised Sheet No. 35
Superseding: Fifth Revised Sheet No. 35

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

- (a) This Rate Schedule is available to any party ("SHIPPER") that requests transportation of natural gas on a firm basis from Southern Natural Gas Company ("COMPANY") when:
- (i) COMPANY has sufficient capacity and is able to provide said transportation;
 - (ii) SHIPPER has complied with the requirements of Section 2 of the General Terms and Conditions applicable hereto; and
 - (iii) SHIPPER and COMPANY have executed a Firm Transportation Service Agreement ("FT Agreement") for service under this Rate Schedule.

SHIPPER may combine packages of capacity, including capacity acquired under Section 22 of the General Terms and Conditions, under one master FT Agreement and the Exhibit "B" to said FT Agreement shall state the term, volume, and Delivery Points associated with each package of capacity; and, if applicable, the months such volumes are available to SHIPPER.

SHIPPER may also designate a party to act as agent for multiple shippers under one master FT Agreement provided the following conditions have been met:

- A. SHIPPERS demonstrate to COMPANY that they collectively meet the "shipper must have title" requirement set forth in Section 2.1(a)(viii) of the General Terms and Conditions hereunder;
- B. SHIPPERS provide COMPANY with written notice to COMPANY pursuant to Section 24.2 of the General Terms and Conditions that the agent is authorized to act on their behalf and that each SHIPPER is jointly and severally liable for all of the obligations of SHIPPER under the FT Agreement; and
- C. SHIPPERS recognize and agree that they shall be treated collectively as one SHIPPER for nomination, allocation and billing purposes.

- (b) COMPANY shall not be obligated to construct, modify, or acquire facilities to perform transportation services under this Rate Schedule except that COMPANY shall construct and install facilities necessary to deliver gas directly to an end user if SHIPPER meets the requirements set out in Section 36 of the General Terms and Conditions. In the event that COMPANY determines that it will construct facilities that will result in the expansion of its pipeline system, COMPANY shall offer the proposed expansion capacity to all shippers on a non-discriminatory basis.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to firm transportation service rendered by COMPANY for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's ("Commission") Regulations and pursuant to the Service Agreement for transportation service under this Rate Schedule. Service hereunder shall consist of the receipt, transportation and delivery of gas as set forth below.

Effective Date: 08/01/2008 Status: Effective
FERC Docket: RP01-205-017

Second Revised Sheet No. 36 Second Revised Sheet No. 36
Superseding: First Revised Sheet No. 36

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 2(b) (continued)

- (b) The receipt of gas for transportation services performed under this Rate Schedule shall be:
- (i) on a firm basis for those Receipt Points specified on Exhibit A to the Service Agreement and shall not be subject to limitation or interruption, except as provided in Sections 8.3 and 16 of the General Terms and Conditions; and
 - (ii) on a preferred interruptible basis for those Receipt Points specified on Exhibit A-1 to the Service Agreement and shall be subject, in COMPANY'S reasonable judgment, to the availability of excess capacity in COMPANY'S pipeline facilities and to the operating conditions and system requirements of COMPANY. Receipt of gas under this Rate Schedule at the Exhibit A-1 Receipt Points shall have a priority over the receipt of gas for COMPANY'S interruptible services and shall have a priority subordinate to the receipt of gas at Receipt Points specified on Exhibit A to the Service Agreements under this Rate Schedule and Rate Schedule FT-NN and other firm transportation services. Receipt of gas pursuant to a Service Agreement under this Rate Schedule at Exhibit A-1 Receipt Points in the path of the Exhibit A Receipt Points to the Service Agreement shall have a priority over the receipt of gas at Exhibit A-1 Receipt Points outside of the path of Exhibit A Receipt Points under a Service Agreement.
 - (c) The transportation of the gas received by COMPANY for SHIPPER'S account under this Rate Schedule and the delivery of such gas to the Delivery Points specified on Exhibit B to the Service Agreement shall be on a firm basis and shall not be subject to limitation or interruption, except as provided in Sections 8.3 and 16 of the General Terms and Conditions. Firm transportation services under this Rate Schedule shall have a comparable priority with firm transportation under Rate Schedule FT-NN and other firm transportation services and shall have priority over all of COMPANY'S interruptible services.

The delivery of gas under this Rate Schedule at Delivery Points specified on Exhibit B-1 to the Service Agreement shall be subject, in COMPANY'S reasonable judgment, to the availability of excess capacity in COMPANY'S pipeline facilities and to the operating conditions and system requirements of COMPANY. Delivery of gas under this Rate Schedule at Exhibit B-1 Delivery Points shall be on a preferred interruptible basis and shall have a priority over the delivery of gas for COMPANY'S interruptible services and a priority subordinate to the delivery of gas at the Delivery Points specified on

Effective Date: 08/01/2008 Status: Effective
FERC Docket: RP01-205-017

Tenth Revised Sheet No. 37 Tenth Revised Sheet No. 37
Superseding: Ninth Revised Sheet No. 37

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 2(c) (continued)

Exhibit B to the Service Agreements under this Rate Schedule and Rate Schedule FT-NN and deliveries under other firm transportation services. Delivery of gas pursuant to a Service Agreement under this Rate Schedule at Exhibit B-1 Delivery Points in the path of Exhibit B Delivery Points to the Service Agreement shall have a priority over the delivery of gas at Exhibit B-1 Delivery Points outside of the path of Exhibit B Delivery Points under a Service Agreement.

(d) Transportation service provided under this Rate Schedule shall be limited to SHIPPER'S Transportation Demand specified in the Service Agreement, subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto. Subject to the segmentation provisions set forth in Section 12.1(l)(3) of the General Terms and Conditions, it is provided that, if gas in excess of the total of all of SHIPPER'S currently effective Transportation Demands within a rate zone is allocated to SHIPPER'S Service Agreement for service under this Rate Schedule on any day pursuant to the allocation procedures set out in Section 13 of the General Terms and Conditions, such gas shall be deemed to be overrun gas under said Service Agreement and SHIPPER shall pay the maximum rate set forth on the currently effective Sheet Nos. 18 or 30, applicable to the zone of deliveries under SHIPPER'S Service Agreement, for each Dth of overrun gas.

3. RATES AND CHARGES

(a) Unless SHIPPER is eligible for the volumetric rate election set forth in Section 3(b) below, SHIPPER shall pay COMPANY the sum of the following for transportation services rendered for SHIPPER each month under this Rate Schedule:

(i) Reservation Charge: The applicable rate set forth on the currently effective Sheet Nos. 14-15 or 26-27 multiplied by the Transportation Demand (TD) multiplied by the systemwide Btu factor set forth in Section 12.1 of the General Terms and Conditions.

(A) Reservation Charge Credit: (1) In the event COMPANY is unable to make deliveries of at least 98% of the volume of gas to which SHIPPER has firm entitlements on any day at primary Delivery Point(s) under this firm Rate Schedule, and SHIPPER is a consenting party under the Stipulation and Agreement filed in Docket No. RP04-523, then the applicable Reservation Charge shall be credited to SHIPPER for such day, except as provided in Section 3(a)(i)(A)(1), 3(a)(i)(A)(2), 3(a)(i)(B), and 3(a)(i)(C) below. Such credit shall be applied to the lesser of (i) the applicable MDDQ; (ii) an average of the immediately previous 7 day's daily quantities allocated to the primary firm service at the Delivery Point, but not to include quantities outside of SHIPPER's entitlements or quantities in excess of SHIPPER's MDDQ; or (iii) such quantity as SHIPPER has nominated but COMPANY was not able to either schedule or deliver solely as a result of COMPANY's inability to make deliveries as provided above; provided, however, in the event SHIPPER has no nomination in place, then the credit shall be applied to the lesser of (i) or (ii). The applicable Reservation Charge shall

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SHIPPER's
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Point(s); (y)
Terms
and/or (z)
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limited.

be credited (w) to the extent that the SHIPPER uses a secondary (B-1) Delivery Point of its primary (B) Delivery Point when COMPANY is unable to make deliveries at primary Delivery Point; (x) to the extent deliveries cannot be made to a Delivery Point secondary (B-1) basis and deliveries can be made to SHIPPER's primary Delivery to the extent the affected firm MDDQ has been released under Section 22 of the General and Conditions to Delivery Points other than the affected primary Delivery Point; to the extent there are limitations at firm Receipt Points but COMPANY's ability to deliveries at Shipper's primary Delivery Point(s) as provided above has not been

(2) In the event all of SHIPPER'S primary Delivery Point(s) are interstate pipeline interconnection(s) or in the event SHIPPER's primary Receipt Point is the

interconnection
the
and
to
in the
of gas
daily

with Southern LNG at its Elba Island LNG terminal, then SHIPPER may elect, at the time Service Agreement is executed, or, for existing contracts, at the time the Stipulation Agreement in Docket No. RP04-523 becomes effective, for the reservation charge credit apply at SHIPPER's primary Receipt Point(s) instead of its primary Delivery Point(s), event COMPANY is unable to receive at such Receipt Point(s) at least 98% of the volume to which SHIPPER has firm entitlements on any day. Such credit shall be applied to the lesser of (i) the applicable MDRQ; (ii) an average of the immediately previous 7 day's quantities allocated to the primary firm service at the Receipt Point(s),

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FERC Docket: RP04-523-000

Sixth Revised Sheet No. 38 Sixth Revised Sheet No. 38 : Effective

Superseding: Fifth Revised Sheet No. 38

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(a) (continued)

but not to include quantities outside of SHIPPER's entitlements or quantities in excess of SHIPPER's MDRQ or (iii) such quantity as SHIPPER has nominated but COMPANY was not able to either schedule or receive solely as a result of COMPANY's inability to receive gas as provided above; provided, however, in the event SHIPPER has no nomination in place, then the credit shall be applied to the lesser of (i) or (ii). The applicable Reservation Charge shall not be credited (w) to the extent that the SHIPPER uses a secondary (A-1) Receipt Point or a Supply Pool instead of its primary (A) Receipt Point when COMPANY is unable to receive gas from SHIPPER's primary Receipt Point; (x) to the extent gas cannot be received at a Receipt Point on a secondary (A-1) basis and receipts can be accepted at SHIPPER's primary firm Receipt Point(s); (y) to the extent the affected firm MDRQ has been released under Section 22 of the General Terms and Conditions to Receipt Points other than the affected primary Receipt Point; and/or (z) to the extent there are limitations at firm Delivery Points but COMPANY's ability to accept receipts at SHIPPER's primary Receipt Point(s) has not been limited.

- (B) COMPANY shall not be obligated to credit the Reservation Charge when COMPANY'S failure to deliver gas to SHIPPER as provided above in (A) (1) results from (1) the conduct or operations of SHIPPER or the downstream point operator of the facilities at a primary firm Delivery Point including, but not limited to, damage or malfunction of the downstream point operator's facilities or the inability of the downstream point operator to receive gas at SHIPPER's contract delivery pressure or COMPANY's mainline pressure; (2) such failure occurring within the earlier of (x) ten (10) days following a force majeure event as set forth in Section 8.3 of the General Terms and Conditions herein; or (y) the date COMPANY should have, in the exercise of due diligence, overcome the force majeure event, if earlier than the period set forth above in (x); (3) COMPANY performing seasonal shut-in tests at COMPANY's storage fields; or (4) the conduct or operations of SHIPPER or the upstream point operator of the facilities at a primary firm Receipt Point including, but not limited to, damage or malfunction of the upstream point operator's facilities or the inability of the upstream point operator to deliver gas at COMPANY's mainline pressure; provided, however, that in the event of damage or malfunction of the point operator's facilities in (1) or (4) above where COMPANY's facilities also incurred damage and are inoperable, a credit shall apply under the terms hereof, except for the period provided in (2) and (3) above, until such time that COMPANY's facilities are ready to be placed back in service.
- (C) In the case of the election pursuant to Section 3(a) (i) (A) (2), COMPANY shall not be obligated to credit the Reservation Charge when COMPANY'S failure to receive gas from SHIPPER as provided above in (A) (2) results from (1) the conduct or operations of SHIPPER or the upstream point operator of the facilities at a primary firm Receipt Point including, but not limited to, damage or malfunction of the upstream point operator's

Effective Date: 03/01/2008 Status: Effective
FERC Docket: RP08-180-000

Fourth Revised Sheet No. 39 Fourth Revised Sheet No. 39 : Effective
Superseding: Third Revised Sheet No. 39

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(a) (continued)

COMPANY's facilities or the inability of the upstream point operator to deliver gas at
the mainline pressure; provided, however, that in the event of damage or malfunction of
terms upstream point operator's facilities in this subparagraph (C) (1) where COMPANY's
time that facilities also incurred damage and are inoperable, a credit shall apply under the
as set hereof, except for the period provided in subparagraph (C) (2) below, until such
COMPANY COMPANY's facilities are ready to be placed back in service; or (2) such failure
shut- occurring within the earlier of (x) ten (10) days following a force majeure event
Schedule forth in Section 8.3 of the General Terms and Conditions herein; or (y) the date
should have, in the exercise of due diligence, overcome the force majeure event, if
earlier than the period set forth above in (x); or (3) COMPANY performing seasonal
in tests at COMPANY's storage fields where the Service Agreement is under Rate
FT-NN.

(ii) Transportation Charge: Except as provided in Section 3(a) (iii) below, the applicable rate
set forth on the currently effective Sheet Nos. 14-15 or 26-27 multiplied by the daily
quantities of gas delivered for SHIPPER'S account up to SHIPPER'S Transportation Demand in effect each
day.
This charge shall apply both to (A) deliveries made hereunder for injection into a storage
with account under Rate Schedule CSS or ISS, with the delivery deemed to have been made in the
on a production area rate zone, and (B) the transportation of gas from said storage account(s),
sheets said withdrawal/receipt deemed to have occurred in rate zone 1. For transportation of gas
pursuant to backhaul basis, a backhaul transportation charge, as shown on the above referenced rate
the method set forth in Section 13.7 of the General Terms and Conditions.

(iii) Downstream Delivery Charge: If gas is delivered for SHIPPER'S account to an Exhibit B-1
Delivery Point in a zone downstream of the zone of SHIPPER'S Exhibit B Delivery Points under its FT
14-15 Service Agreement, SHIPPER shall pay the sum of (A) the Transportation Charge on Sheet Nos.
Transportation or 26-27 to the zone of SHIPPER'S Exhibit B Delivery Points and (B) the maximum
Charge under Rate Schedule IT from SHIPPER'S Exhibit B delivery zone to the zone of the
Delivery downstream Delivery Point, multiplied times the volumes delivered to the downstream
Point within SHIPPER'S Transportation Demand. These rates shall be applied to the daily
deliveries pursuant to the method set forth in Section 13.7 of the General Terms and
Conditions.

(b) Each SHIPPER that qualifies to pay a volumetric transportation rate (Small Shipper Charge) for
services under this Rate Schedule as of March 1, 2000, will pay the rates set forth in Section 3(c) below.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Third Revised Sheet No. 39A Third Revised Sheet No. 39A : Effective

Superseding: Second Revised Sheet No. 39A

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(b) (continued)

Any Existing Small Shippers that do not elect to convert to two-part firm transportation service by the Election Deadline shall execute new firm transportation agreements with COMPANY subject to the Small Shipper Charge by the Election Deadline and such agreements shall contain the following seasonal firm contract quantities. For the months of November - March, the Transportation Demand shall be the same as SHIPPER'S current Transportation Demand subject to the Small Shipper Charge. For the months of April - October, the Transportation Demand shall be reduced to no greater than the highest peak day delivery for each month under the Small Shipper agreement, including deliveries to storage, computed over the last three years ending March 31, 1999, unless Southern Natural agrees otherwise. The difference between SHIPPER'S current Small Shipper Transportation Demand and its reduced Transportation Demand hereunder can be reinstated on 12 months prior written notice if and to the extent the Existing Small Shipper can provide data demonstrating its need to reinstate its Transportation Demand for any month.

- (c) If SHIPPER qualifies to pay a volumetric transportation rate under Section 3(b) above, SHIPPER shall pay COMPANY the following for

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FERC Docket: RP08-180-000

Seventh Revised Sheet No. 40 Seventh Revised Sheet No. 40 : Effective

Superseding: Sixth Revised Sheet No. 40

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(c) (continued)

transportation services rendered for SHIPPER each month under this Rate Schedule:

- (i) Small Shipper Charge: The applicable rate set forth on the currently effective Sheet Nos. 14-15 or 26-27 multiplied by the quantities of gas delivered for SHIPPER'S account each day during the month up to the SHIPPER'S total Transportation Demand multiplied by the systemwide Btu factor set forth in Section 12.1 of the General Terms and Conditions hereto. For transportation of gas on a backhaul basis, a backhaul transportation charge, as shown on the above referenced rate sheets shall apply. These charges shall not apply to deliveries made hereunder for injection into a storage account under Rate Schedule CSS or ISS, but it shall be charged on the transportation of gas from said account(s).
- (ii) Downstream Delivery Charge: If gas is delivered for SHIPPER'S account to an Exhibit B-1 Delivery Point in a zone downstream of the zone of SHIPPER'S Exhibit B Delivery Points, SHIPPER shall pay, in addition to the Small Shipper Charge for the zone of SHIPPER'S Exhibit B Delivery Points, the maximum applicable Transportation Charge under Rate Schedule IT from SHIPPER'S Exhibit B delivery zone to the zone of the downstream Delivery Point multiplied times the volumes delivered to the downstream Delivery Point within SHIPPER'S Transportation Demand. This charge shall be applied to the daily deliveries pursuant to the method set forth in Section 13.7 of the General Terms and Conditions.
- (d) The rates which are stated on the currently effective Sheet Nos. 14-15 or 26-27 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule unless COMPANY, in its reasonable judgment, offers to discount its rate to SHIPPER under this

Effective Date: 10/01/2004 Status: Effective

FERC Docket: RP04-523-000

Substitute Ninth Revised Sheet No. 41 Substitute Ninth Revised Sheet No. 41 : Effective

Superseding: Eighth Revised Sheet No. 41

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(d) (continued)

Rate Schedule, or unless the parties have agreed to a Negotiated Rate under
Section 34 of the General Terms and Conditions. Any discount or Negotiated Rate agreed
to by
COMPANY and the effective period of any such discount shall be stated on an executed
Exhibit E or Exhibit F to the Service Agreement, respectively, and shall be made on a not
unduly discriminatory basis. In the case of a discount, it shall be granted consistent
with
the applicable provisions of Section 42 of the General Terms and Conditions. The rates
for
service under this Rate Schedule shall not be discounted below the applicable minimum
rates specified on the currently effective Sheet Nos. 14-15 or 26-27.

(e) In addition to the charges specified above, SHIPPER shall pay to
COMPANY the following charges and such other charges applicable
to service hereunder as may be set forth from time to time in the
General Terms and Conditions:

(i) GRI surcharges: Unless collected by another party or
discounted, the current Gas Research Institute surcharges as set
forth in Section 29 of the General Terms and Conditions of
COMPANY'S FERC Gas Tariff, Seventh Revised Volume No.
1, as said charges may be changed from time to time.

(ii) ACA charge: An Annual Charge Adjustment charge as prescribed by
Section 28 of the General Terms and Conditions of COMPANY'S FERC
Gas Tariff, Seventh Revised Volume No. 1, as said charge may be
changed from time to time. The ACA charge shall not be assessed,
however, on deliveries to a SHIPPER'S Rate Schedule CSS or ISS
storage account.

(iii) SCRM surcharge: A Storage Cost Reconciliation Mechanism Surcharge as prescribed by
Section 14.2 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff,
Seventh
Revised Volume No. 1, as said charge may be changed from time to time. The SCRM
surcharge shall be applied as either a credit or a debit to the Transportation
Volumes as
defined in Section 14.2.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-360-000

Fifth Revised Sheet No. 41A Fifth Revised Sheet No. 41A : Effective

Superseding: Fourth Revised Sheet No. 41A

RATE SCHEDULE FT

Firm Transportation Service

(Continued)

This Sheet is reserved for future use.

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Tenth Revised Sheet No. 42 Tenth Revised Sheet No. 42

Superseding: Ninth Revised Sheet No. 42

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

Section 3(e) (continued)

- (iv) Filing fees: Any and all filing or other fees required in connection with transportation under this Rate Schedule that COMPANY is obligated to pay to the Commission or to any other governmental authority having jurisdiction. SHIPPER shall pay COMPANY for such fees within ten (10) days of receipt of COMPANY'S invoice detailing the amount of such filing fees.
- (v) Facilities: All costs, including reasonable overheads, actually incurred by COMPANY in the construction and installation, modification, and/or acquisition of facilities for the receipt, measurement, or transportation of gas for SHIPPER'S account which SHIPPER requests and COMPANY, in its reasonable discretion, agrees to construct, install, modify, and/or acquire including acquisition of any interests in real estate and permits associated with the facilities.
- (vi) Fuel charge: A percentage of the quantity of gas delivered by SHIPPER for transportation and accepted by COMPANY at the Receipt Point(s) as gas which shall be deemed to have been used as compressor fuel, company-use gas, and unaccounted-for gas. The percentage of the quantity of gas retained by COMPANY for such purposes shall be set forth on the currently effective Sheet Nos. 14-15 or 26-27 and shall be made effective only at the beginning of a month. These fuel retention percentages are updated annually as set forth in Section 35 of the General Terms and Conditions of COMPANY'S Tariff. On the first day of the month following the effective date of COMPANY'S Stipulation and Agreement filed in Docket Nos. RP89-224, et al., COMPANY shall commence retaining fuel for deliveries into and receipts from COMPANY'S storage fields as follows. On the delivery of gas for injection into storage under Rate Schedules CSS or ISS, COMPANY shall retain the fuel applicable to production area deliveries. On the receipt of gas from storage for subsequent delivery, COMPANY shall retain the fuel at the rate applicable to the zone of delivery minus the rate applicable to production area deliveries previously tendered by SHIPPER, but not less than zero. COMPANY shall not retain fuel on receipts from Receipt Points that are not connected to COMPANY'S contiguous pipeline system shown on Sheet Nos. 5 and 5A("Offsystem Points").

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Third Revised Sheet No. 43 Third Revised Sheet No. 43 : Effective

Superseding: Second Revised Sheet No. 43

RATE SCHEDULE FT

Firm Transportation Service

(Continued)

4. SIMULTANEOUS RECEIPT AND DELIVERY OF GAS

- (a) Although services under this Rate Schedule will be provided on the basis that gas will be received and delivered by COMPANY on a simultaneous basis, COMPANY'S obligation under this Rate Schedule to deliver gas to or for the account of SHIPPER on any day of transportation is limited to making available at the Delivery Point(s) a thermally equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s). SHIPPER'S right under this Rate Schedule to take gas at a Delivery Point on a day of transportation is limited to taking a thermally equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s).
- (b) It is recognized that because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by COMPANY for transportation under this Rate Schedule and the daily quantities of gas delivered by COMPANY. SHIPPER shall use every reasonable effort to ensure that receipts and deliveries remain in balance on both a daily and monthly basis.

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-004

Seventh Revised Sheet No. 44 Seventh Revised Sheet No. 44 : Effective

Superseding: Sixth Revised Sheet No. 44

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. TRANSPORTATION OF LIQUIDS AND LIQUEFIABLES

- (a) Liquids: Any party with the ownership interest to liquids, as defined in the General Terms and Conditions, separated prior to measurement at the Receipt Point(s) may request that such liquids be delivered to COMPANY for transportation by injection of such liquids into COMPANY'S system immediately downstream from said measurement, and COMPANY may, in its reasonable discretion, agree to accept the liquids for transportation. notify COMPANY by 5:00 p.m. CCT at least four (4) calendar days prior to the month when the transportation of liquids is requested to commence, and submit the information required in Section 5(b) below (and shall give COMPANY four (4) calendar days' written notice of any change to this information). In the event SHIPPER injects, or causes to be injected, liquids into COMPANY'S system, SHIPPER shall cause the removal of such liquids from the gas delivered into COMPANY'S system at liquid removal facilities installed and operated by the owners of such liquids or their agents at a mutually agreeable point on COMPANY'S onshore pipeline facilities and subject to mutually agreeable accounting procedures. SHIPPER and COMPANY shall execute a separate Service Agreement for the transportation of said liquids.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fifth Revised Sheet No. 44A Fifth Revised Sheet No. 44A : Effective

Superseding: Fourth Revised Sheet No. 44A

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

- (b) Liquefiabiles: For quantities of gas which are received at a Receipt Point from which the gas enters into a stream of gas which is processed at a processing facility on COMPANY'S pipeline system for the removal of liquefiabiles, as defined in the General Terms and Conditions, the party with the right to process the ownership interest therein ("SHIPPER") may elect to process such gas for its account subject to the further provisions hereof. SHIPPER shall notify COMPANY by 5:00 p.m. CCT at least four (4) calendar days prior to the beginning of the month if the liquefiabiles are to be processed for the account of SHIPPER and shall give COMPANY four (4) calendar days written notice of any change to this election prior to the beginning of the month for which the change is to be effective. COMPANY may extend the election deadline on a nondiscriminatory basis in the event (1) SHIPPER brings on a new source of production at or behind a receipt point during the production month or (2) has a change in interest ownership or liquefiabiles marketing rights, and such election is made prior to the Intraday 2 nomination deadline for the first day of the production month for which the election applies. In its notice SHIPPER shall specify its Liquefiabiles Transportation Agreement (by contract number), the Receipt Point code and source of the subject gas, the working interest owner of the gas, the duration of the election, the Delivery Point code of the processing plant to which the gas is to be delivered and verification that all processing arrangements are in place if the election is to process. In the event SHIPPER fails to make an election and the liquefiabiles are not being processed under a direct processing arrangement with the processing plant, COMPANY shall be authorized to act as SHIPPER'S agent in arranging said processing and, at COMPANY'S election, either (i) assess to SHIPPER its allocated share of plant volume reduction and credit SHIPPER with its allocated share of revenues received by COMPANY for said liquefiabiles, or (ii) replace the allocated share of plant volume reduction in Dth. Such processing arrangements may have a lower processing priority with the processing plant than might be available to SHIPPER by contracting directly with the processing plant for the processing of its gas.

The gas remaining after processing shall be returned to COMPANY'S pipeline at a mutually agreeable point downstream from the processing plant. Such processing shall not cause the gas to fail to meet the quality specifications set forth in the General Terms and Conditions.

SHIPPER shall tender a request for transportation of liquefiabiles pursuant to the provisions of Section 2 of the General Terms and Conditions. Upon submission of a valid request for service,

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

SHIPPER and COMPANY shall execute a separate Liquefiabiles Transportation Agreement in the form set forth in COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1.

6. FACILITIES

In order for COMPANY to receive, measure, transport, and/or deliver the gas to be transported under this Rate Schedule, it may become necessary for COMPANY to install facilities or to modify existing facilities at or near a Receipt Point or Delivery Point ("Interconnection Facilities"). Interconnection Facilities consist of the facilities at the physical interconnection between the facilities of COMPANY and the facilities of the upstream or downstream facility owner. Should SHIPPER request the installation or modification of said facilities and agree to reimburse COMPANY for the entire cost to COMPANY thereof, COMPANY will construct and install, or cause to be constructed and installed, or will modify, or cause to be modified, Interconnection Facilities; provided that,

- (i) the proposed Interconnection Facilities do not adversely affect Southern's operations;
- (ii) the proposed Interconnection Facilities and the associated transportation service to or from the interconnection do not diminish service to any of Southern's shippers;
- (iii) the proposed Interconnection Facilities do not cause Southern to violate or be in violation of any applicable environmental or safety laws, permits or regulations; and/or
- (iv) the proposed Interconnection Facilities do not conflict with or cause Southern to be in violation of its rights-of-way agreements or any other contractual obligation.

In the event SHIPPER does not agree to pay the costs of installing or modifying the Interconnection Facilities, COMPANY will construct or modify such facilities on a nondiscriminatory basis for similarly situated SHIPPERS if the construction or modification of such Interconnection Facilities is economically feasible and the conditions listed above in (i) -(iv) are met. Construction or modification is economically feasible if the proposed transportation service to be provided through the Interconnection Facilities is revenue positive to COMPANY. The proposed transportation service to be provided through said Interconnection Facilities will be deemed revenue positive if the transportation service produces a net revenue gain. The net revenue gain requirement will be met if

- (a) the total revenues generated over the term of SHIPPER's Service Agreement for the service provided through the new facilities exceed the cost of service of said facilities for the greater of
 - (i) ten years or
 - (ii) the term of SHIPPER's Service Agreement for the service provided through the new facilities and the SHIPPER extends the terms of its existing Service Agreement(s) with COMPANY for a period commensurate with that of its new Service Agreement; provided however, that
 - (1) SHIPPER does not have to extend the remaining term of an existing Service Agreement if said term already exceeds the term of its new Service Agreement, and
 - (2) if the net revenue gain requirement is met over a period less than the term of the new Service Agreement, SHIPPER need extend the term of its existing Service Agreement(s) only for a term commensurate with that shorter period; or
- (b) COMPANY determines that the construction of the facilities will avoid a significant reduction in revenue when comparing the cost of the construction to the projected amount of revenue which would be lost as a result of a SHIPPER's exercising a right to reduce its firm transportation quantity or as a result of a SHIPPER's failing to extend or renew its existing Service Agreement(s); or
- (c) the total costs of construction or modification of such facilities is less than the cost of replacing, repairing, or continuing to operate COMPANY's existing facilities.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Third Revised Sheet No. 45 Third Revised Sheet No. 45

Superseding: Second Sub Second Revised Sheet No. 45

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

SHIPPER and COMPANY shall execute a separate Liquefiabiles Transportation Agreement in the form set forth in COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1.

6. FACILITIES

In order for COMPANY to receive, measure, transport, and/or deliver the gas to be transported under this Rate Schedule, it may become necessary for COMPANY to install facilities or to modify existing facilities at or near a Receipt Point or Delivery Point ("Interconnection Facilities"). Should SHIPPER request the installation or modification of said facilities and agree to reimburse COMPANY for the entire cost to COMPANY thereof, COMPANY will construct and install, or cause to be constructed and installed, or will modify, or cause to be modified, Interconnection Facilities; provided that,

- (i) the proposed Interconnection Facilities do not adversely affect Southern's operations;
- (ii) the proposed Interconnection Facilities and the associated transportation service to or from the interconnection do not diminish service to any of Southern's shippers;
- (iii) the proposed Interconnection Facilities do not cause Southern to violate or be in violation of any applicable environmental or safety laws, permits or regulations; and/or
- (iv) the proposed Interconnection Facilities do not conflict with or cause Southern to be in violation of its rights-of-way agreements or any other contractual obligation.

In the event SHIPPER does not agree to pay the costs of installing or modifying the Interconnection Facilities, COMPANY will construct or modify such facilities on a nondiscriminatory basis for similarly situated SHIPPERS if the construction or modification of such Interconnection Facilities is economically feasible and the conditions listed above in (i) -(iv) are met. Construction or modification is economically feasible if the proposed transportation service to be provided through the Interconnection Facilities is revenue positive to COMPANY. The proposed transportation service to be provided through said Interconnection Facilities will be deemed revenue positive if the transportation service produces a net revenue gain. The net revenue gain requirement will be met if

- (a) the net present value ("NPV") of the total revenues generated over the term of SHIPPER's Service Agreement for the service provided through the new facilities exceed the cost of service of said facilities for the greater of
 - (i) ten years or
 - (ii) the term of SHIPPER's Service Agreement for the service provided through the new facilities and the SHIPPER extends the terms of its existing Service Agreement(s) with COMPANY for a period commensurate with that of its new Service Agreement; provided however, that
 - (1) SHIPPER does not have to extend the remaining term of an existing Service Agreement if said term already exceeds the term of its new Service Agreement, and
 - (2) if the net revenue gain requirement is met over a period less than the term of the new Service Agreement, SHIPPER need extend the term of its existing Service Agreement(s) only for a term commensurate with that shorter period;
- (b) COMPANY determines that the construction of the facilities will avoid a significant reduction in revenue when comparing the cost of the construction to the projected amount of revenue which would be lost as a result of a SHIPPER's exercising a right to reduce its firm transportation quantity or as a result of a SHIPPER's failing to extend or renew its existing Service Agreement(s); or
- (c) the total costs of construction or modification of such facilities is less than the cost of replacing, repairing, or continuing to operate COMPANY's existing facilities.

As used in this provision, the term "cost of service," includes, but is not limited to:

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FERC Docket: RP09-427-002

Second Revised Sheet No. 45A Second Revised Sheet No. 45A
Superseding: Substitute Original Sheet No. 45A

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

As used in this provision, the term "cost of service," includes, but is not limited to:

- (1) a return on all costs associated with the construction of the facilities, including overhead and taxes;
- (2) incremental operating and maintenance expenses;
- (3) depreciation and amortization of expenses; and
- (4) incremental tax expenses.

It is understood and agreed that, if COMPANY pays for the cost of constructing the Interconnection Facilities, title to and ownership of said facilities shall remain in COMPANY, and COMPANY shall operate such facilities as part of its pipeline system. It is also understood and agreed that, if the requesting SHIPPER chooses to incur the costs of constructing the Interconnection Facilities, then COMPANY will build and operate at least the tap and SCADA portion of the facilities at the SHIPPER's expense with other portions of the constructed facilities to be built and operated by the requesting SHIPPER or on behalf of the requesting SHIPPER at the SHIPPER's expense. The Interconnection Facilities built and operated by the requesting SHIPPER or on behalf of the requesting SHIPPER shall be built and operated in accordance with COMPANY'S reasonable specifications and subject to COMPANY'S inspection at the requesting SHIPPER'S expense; provided, however, such inspection shall not include SHIPPER's facilities upstream or downstream of the Interconnection Facilities. COMPANY inspections of measuring equipment shall be performed consistent with Section 5 of the General Terms and Conditions.

Where COMPANY competes for transportation of gas under this Rate Schedule, conditions may be such that it is more favorable for SHIPPER to construct, own and operate certain facilities at or near a Receipt Point or Delivery Point. In such case, COMPANY may make a contribution in aid of construction ("CIAC") for such facilities. A CIAC made pursuant to this Section 6 shall not exceed an amount that would constitute an economically feasible investment for facilities constructed, owned, and operated by COMPANY. COMPANY shall make CIACs pursuant to this provision on a nondiscriminatory basis for similarly situated shippers.

7. GENERAL TERMS AND CONDITIONS

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

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

First Revised Sheet No. 45A First Revised Sheet No. 45A

Superseding: Substitute Original Sheet No. 45A

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

- (1) a return on all costs associated with the construction of the facilities, including overhead and taxes;
- (2) incremental operating and maintenance expenses;
- (3) depreciation and amortization of expenses; and
- (4) incremental tax expenses.

It is understood and agreed that, if COMPANY pays for the cost of constructing the Interconnection Facilities, title to and ownership of said facilities shall remain in COMPANY, and COMPANY shall operate such facilities as part of its pipeline system. It is also understood and agreed that, if the requesting SHIPPER chooses to incur the costs of constructing the Interconnection Facilities, then COMPANY will build and operate at least the tap and SCADA portion of the facilities at the SHIPPER's expense with other portions of the constructed facilities to be built and operated by the requesting SHIPPER or on behalf of the requesting SHIPPER at the SHIPPER's expense. The Interconnection Facilities built and operated by the requesting SHIPPER or on behalf of the requesting SHIPPER shall be built and operated in accordance with COMPANY'S specifications and subject to COMPANY'S inspection at the requesting SHIPPER'S expense.

Where COMPANY competes for transportation of gas under this Rate Schedule, conditions may be such that it is more favorable for SHIPPER to construct, own and operate certain facilities at or near a Receipt Point or Delivery Point. In such case, COMPANY may make a contribution in aid of construction ("CIAC") for such facilities. A CIAC made pursuant to this Section 6 shall not exceed an amount that would constitute an economically feasible investment for facilities constructed, owned, and operated by COMPANY. COMPANY shall make CIACs pursuant to this provision on a nondiscriminatory basis for similarly situated shippers.

7. GENERAL TERMS AND CONDITIONS

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

Effective Date: 03/01/2001 Status: Effective

FERC Docket: RP01-216-000

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

Superseding: First Revised Sheet No. 46

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

1. AVAILABILITY

- (a) This Rate Schedule is available to any party ("SHIPPER") that requests transportation of natural gas on a firm basis from Southern Natural Gas Company ("COMPANY") when:
 - (i) COMPANY has sufficient capacity and is able to provide said transportation;
 - (ii) SHIPPER has elected to convert a portion of its bundled firm sales service from COMPANY to service under this Rate Schedule as of the effective date hereof;
 - (iii) SHIPPER has complied with the requirements of Section 2 of the General Terms and Conditions applicable to this Rate Schedule;
 - (iv) SHIPPER and COMPANY have executed a Service Agreement for service under Rate Schedule CSS providing for a Maximum Daily Withdrawal Quantity equal to or in excess of the Transportation Demand to be provided under this Rate Schedule; and
 - (v) SHIPPER and COMPANY have executed a Service Agreement for service under this Rate Schedule.
- (b) COMPANY shall not be obligated to construct, modify, or acquire facilities to perform transportation services under this Rate Schedule. In the event that COMPANY determines that it will construct facilities that will result in the expansion of its pipeline system, COMPANY shall offer the proposed expansion capacity to all Shippers on a non-discriminatory basis.
- (c) The right to obtain no-notice service under this Rate Schedule from COMPANY originally was a one-time election available only to COMPANY'S firm sales customers during the restructuring proceedings in COMPANY'S Docket No. RS92-10. COMPANY is not obligated to provide no-notice service under this Rate Schedule at any greater level than was established in total as a result of Docket No. RS92-10.

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-005

First Revised Sheet No. 47 First Revised Sheet No. 47 : Effective

Superseding: Original Sheet No. 47

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to no-notice firm transportation service rendered by COMPANY for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's ("Commission") Regulations and pursuant to the Service Agreement for transportation service under this Rate Schedule. Service hereunder shall consist of the receipt, transportation and delivery of gas as set forth below.
- (b) The receipt of gas for transportation services performed under this Rate Schedule shall be:
 - (i) on a firm basis for those Receipt Points specified on Exhibit A to the Service Agreement and shall not be subject to limitation or interruption, except as provided in Sections 8.3 and 16 of the General Terms and Conditions; and
 - (ii) on a preferred interruptible basis for those Receipt Points specified on Exhibit A-1 to the Service Agreement and shall be subject, in COMPANY'S reasonable judgment, to the availability of excess capacity in COMPANY'S pipeline facilities and to the operating conditions and system requirements of COMPANY. Receipt of gas under this Rate Schedule at the Exhibit A-1 Receipt Points shall have a priority over the receipt of gas for COMPANY'S interruptible services and shall have a priority subordinate to the receipt of gas at Receipt Points specified on Exhibit A to the Service Agreements under this Rate Schedule and Rate Schedule FT and other firm transportation services. Receipt of gas pursuant to a Service Agreement under this Rate Schedule at Exhibit A-1 Receipt Points in the path of the Exhibit A Receipt Points to the Service Agreement shall have a priority over the receipt of gas at Exhibit A-1 Receipt Points outside of the path of Exhibit A Receipt Points under a Service Agreement.
- (c) The transportation of the gas received by COMPANY for SHIPPER'S account under this Rate Schedule and the delivery of such gas to the Delivery Points specified on Exhibit B to the Service Agreement shall be on a firm basis and shall not be subject to limitation or interruption, except as provided in Sections 8.3 and 16 of the General Terms and Conditions. Firm transportation services under this Rate Schedule shall have a comparable priority with firm transportation

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Sixth Revised Sheet No. 48 Sixth Revised Sheet No. 48 : Effective

Superseding: Fifth Revised Sheet No. 48

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

Section 2(c) (continued)

under Rate Schedule FT and other firm transportation services and shall have priority over all of COMPANY'S interruptible services.

The delivery of gas under this Rate Schedule at Delivery Points specified on Exhibit B-1 to the Service Agreement shall be subject, in COMPANY'S reasonable judgment, to the availability of excess capacity in COMPANY'S pipeline facilities and to the operating conditions and system requirements of COMPANY. Delivery of gas under this Rate Schedule at Exhibit B-1 Delivery Points shall be on a preferred interruptible basis and shall have a priority over the delivery of gas for COMPANY'S interruptible services and a priority subordinate to the delivery of gas at the Delivery Points specified on Exhibit B to the Service Agreements under this Rate Schedule and Rate Schedule FT and deliveries under other firm transportation services. Delivery of gas pursuant to a Service Agreement under this Rate Schedule at Exhibit B-1 Delivery Points in the path of Exhibit B Delivery Points to the Service Agreement shall have a priority over the delivery of gas at Exhibit B-1 Delivery Points outside of the path of Exhibit B Delivery Points under a Service Agreement.

- (d) Transportation service provided under this Rate Schedule shall be limited to SHIPPER'S Transportation Demand specified in the Service Agreement, subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto. Subject to the segmentation provisions set forth in Section 12.1(1)(3) of the General Terms and Conditions, it is provided that, if gas in excess of the total of all of SHIPPER'S currently effective Transportation Demands within a rate zone is allocated to SHIPPER'S Service Agreement for service under this Rate Schedule on any day pursuant to the allocation procedures set out in Section 13 of the General Terms and Conditions, such gas shall be deemed to be overrun gas under said Service Agreement for which SHIPPER shall pay the maximum rate set forth on the currently effective Sheet Nos. 18 or 30, applicable to the zone of deliveries under SHIPPER'S Service Agreement, for each Dth of overrun gas.

3. RATES AND CHARGES

- (a) Unless SHIPPER is eligible for the volumetric rate election set forth in Section 3(b) below, SHIPPER shall pay COMPANY the sum of the following for transportation services rendered for SHIPPER each month under this Rate Schedule:

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Seventh Revised Sheet No. 49 Seventh Revised Sheet No. 49 : Effective

Superseding: Sixth Revised Sheet No. 49

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

Section 3(a) (continued)

16-17 (i) Reservation Charge: The applicable rate set forth on the currently effective Sheet Nos.
set or 28-29 multiplied by the Transportation Demand multiplied by the systemwide Btu factor
forth in Section 12.1 of the General Terms and Conditions.

(A) Reservation Charge Credit: (1) In the event COMPANY is unable to make deliveries of
at least 98% of the volume of gas to which SHIPPER has firm entitlements on any day at
primary Delivery Point(s) under this firm Rate Schedule, and SHIPPER is a consenting party
under the Stipulation and Agreement filed in Docket No. RP04-523, then the applicable
Reservation Charge shall be credited to SHIPPER for such day, except as provided in Section
applied 3(a) (i) (A) (1), 3(a) (i) (A) (2), 3(a) (i) (B), and 3(a) (i) (C) below. Such credit shall be
7 to the lesser of (i) the applicable MDDQ; (ii) an average of the immediately previous
day's daily quantities allocated to the primary firm service at the Delivery Point,
but not to include quantities outside of SHIPPER's entitlements or quantities in excess of
SHIPPER's MDDQ; or (iii) such quantity as SHIPPER has nominated but COMPANY was not able to
either schedule or deliver solely as a result of COMPANY's inability to make deliveries as
provided above; provided, however, in the event SHIPPER has no nomination in place, then the
credit shall be applied to the lesser of (i) or (ii). The applicable Reservation Charge
shall not be credited (w) to the extent that the SHIPPER uses a secondary (B-1) Delivery Point
instead of its primary (B) Delivery Point when COMPANY is unable to make deliveries at
SHIPPER's primary Delivery Point; (x) to the extent deliveries cannot be made to a Delivery
Point on a secondary (B-1) basis and deliveries can be made to SHIPPER's primary Delivery
Point(s); (y) to the extent the affected firm MDDQ has been released under Section 22 of the General
Terms and Conditions to Delivery Points other than the affected primary Delivery Point;
and/or (z) to the extent there are limitations at firm Receipt Points but COMPANY's ability to
make deliveries at Shipper's primary Delivery Point(s) as provided above has not been
limited.

(2) In the event all of SHIPPER'S primary Delivery Point(s) are interstate pipeline
interconnection(s) or in the event SHIPPER'S primary Receipt Point is the
the with Southern LNG at its Elba Island LNG terminal, then SHIPPER may elect, at the time
and Service Agreement is executed, or, for existing contracts, at the time the Stipulation
to Agreement in Docket No. RP04-523 becomes effective, for the reservation charge credit
in the apply at SHIPPER's primary Receipt Point(s) instead of its primary Delivery Point(s),
of event COMPANY is unable to receive at such Receipt Point(s) at least 98% of the volume
to the gas to which SHIPPER has firm entitlements on any day. Such credit shall be applied

daily
include
or
schedule or
shall be

lesser of (i) the applicable MDRQ; (ii) an average of the immediately previous 7 day's quantities allocated to the primary firm service at the Receipt Point(s), but not to quantities outside of SHIPPER's entitlements or quantities in excess of SHIPPER's MDRQ (iii) such quantity as SHIPPER has nominated but COMPANY was not able to either receive solely as a result of COMPANY's inability to receive gas as provided above; provided, however, in the event SHIPPER has no nomination in place, then the credit applied to the lesser of (i) or (ii). The applicable Reservation Charge shall not be credited

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Fourth Revised Sheet No. 50 Fourth Revised Sheet No. 50 : Effective
Superseding: Third Revised Sheet No. 50

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

Section 3(a) (i) (continued)

- (w) to the extent that the SHIPPER uses a secondary (A-1) Receipt Point or a Supply Pool instead of its primary (A) Receipt Point when COMPANY is unable to receive gas from SHIPPER's primary Receipt Point; (x) to the extent gas cannot be received at a Receipt Point on a secondary (A-1) basis and receipts can be accepted at SHIPPER's primary firm Receipt Point(s); (y) to the extent the affected firm MDRQ has been released under Section 22 of the General Terms and Conditions to Receipt Points other than the affected primary Receipt Point; and/or (z) to the extent there are limitations at firm Delivery Points but COMPANY's ability to accept receipts at SHIPPER's primary Receipt Point(s) has not been limited.
- (B) COMPANY shall not be obligated to credit the Reservation Charge when COMPANY'S failure to deliver gas to SHIPPER as provided above in (A) (1) results from (1) the conduct or operations of SHIPPER or the downstream point operator of the facilities at a primary firm Delivery Point including, but not limited to, damage or malfunction of the downstream point operator's facilities or the inability of the downstream point operator to receive gas at SHIPPER's contract delivery pressure or COMPANY's mainline pressure; (2) such failure occurring within the earlier of (x) ten (10) days following a force majeure event as set forth in Section 8.3 of the General Terms and Conditions herein; or (y) the date COMPANY should have, in the exercise of due diligence, overcome the force majeure event, if earlier than the period set forth above in (x); (3) COMPANY performing seasonal shut-in tests at COMPANY's storage fields; or (4) the conduct or operations of SHIPPER or the upstream point operator of the facilities at a primary firm Receipt Point including, but not limited to, damage or malfunction of the upstream point operator's facilities or the inability of the upstream point operator to deliver gas at COMPANY's mainline pressure; provided, however, that in the event of damage or malfunction of the point operator's facilities in (1) or (4) above where COMPANY's facilities also incurred damage and are inoperable, a credit shall apply under the terms hereof, except for the period provided in (2) and (3) above, until such time that COMPANY's facilities are ready to be placed back in service.
- (C) In the case of the election pursuant to Section 3(a) (i) (A) (2), COMPANY shall not be obligated to credit the Reservation Charge when COMPANY'S failure to receive gas from SHIPPER as provided above in (A) (2) results from (1) the conduct or operations of SHIPPER or the upstream point operator of the facilities at a primary firm Receipt Point including, but not limited to, damage or malfunction of the upstream point operator's facilities or the inability of the upstream point operator to deliver gas at COMPANY's mainline pressure; provided, however, that in the event of damage or malfunction of the upstream point operator's facilities in this subparagraph (C) (1) where COMPANY's facilities also incurred

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Sixth Revised Sheet No. 51 Sixth Revised Sheet No. 51 : Effective
Superseding: Fifth Revised Sheet No. 51

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

Section 3(a) (i) (continued)
period damage and are inoperable, a credit shall apply under the terms hereof, except for the
ready to provided in subparagraph (C) (2) below, until such time that COMPANY's facilities are
(10) be placed back in service; or (2) such failure occurring within the earlier of (x) ten
and days following a force majeure event as set forth in Section 8.3 of the General Terms
diligence, Conditions herein; or (y) the date COMPANY should have, in the exercise of due
(3) overcome the force majeure event, if earlier than the period set forth above in (x); or
COMPANY performing seasonal shut-in tests at COMPANY's storage fields where the Service
Agreement is under Rate Schedule FT-NN.

(ii) Transportation Charge: Except as provided in Section 3(a)(iii) below, the applicable
rates set forth on the currently effective Sheet Nos. 16-17 or 28-29 multiplied by the daily
quantities of gas delivered for SHIPPER'S account during the month up to SHIPPER'S Transportation Demand
in effect each day. This charge shall apply both to (A) deliveries made hereunder for
injection into a storage account under Rate Schedule CSS or ISS, with the delivery deemed to have
been made in the production area rate zone, and (B) the transportation of gas from said storage
the account(s), with said withdrawal/receipt deemed to have occurred in rate zone 1. For
to the transportation of gas on a backhaul basis, a backhaul transportation charge, as shown on
above referenced rate sheets shall apply. These transportation charges shall be applied
daily deliveries pursuant to the method set forth in Section 13.7 of the General Terms and
Conditions.

(iii) Downstream Delivery Charge: If gas is delivered for SHIPPER'S account to an Exhibit B-1
SHIPPER Delivery Point in a zone downstream of the zone of SHIPPER'S Exhibit B Delivery Points,
zone of shall pay the sum of (A) the Transportation Charge on Sheet Nos. 16-17 or 28-29 to the
Point, SHIPPER'S Exhibit B Delivery Points and (B) the maximum Transportation Charge under Rate
Schedule IT from SHIPPER'S Exhibit B delivery zone to the zone of the downstream Delivery
the multiplied times the volumes delivered to the downstream Delivery Point within SHIPPER'S
Transportation Demand. These rates shall be applied to the daily deliveries pursuant to
method set forth in Section 13.7 of the General Terms and Conditions.

(iv) No Notice Service: The applicable Injection and Withdrawal Charges under Rate Schedule CSS
as set forth on the currently effective Sheet Nos. 20 or 31 multiplied by the aggregate quantities
of gas injected or withdrawn for SHIPPER'S account hereunder during each day of the month plus the
percentage of the quantities of gas injected or withdrawn for SHIPPER'S account to be
retained by COMPANY as a fuel charge as set forth on currently effective Sheet Nos. 20 or 31.

Effective Date: 03/01/2008 Status: Effective

FERC Docket: RP08-180-000

Seventh Revised Sheet No. 51A Seventh Revised Sheet No. 51A : Effective

Superseding: Substitute Sixth Revised Sheet No. 51A

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

(b) Each SHIPPER that qualifies to pay a volumetric transportation rate (Small Shipper Charge) for services under this Rate Schedule as of March 1, 2000, will pay the rates set forth in Section 3(c) below.

Any Existing Small Shippers that do not elect to convert to two-part firm transportation service by the Election Deadline shall execute new firm transportation agreements with COMPANY subject to the Small Shipper Charge by the Election Deadline and such agreements shall contain the following seasonal contract quantities. For the months of November - March, the Transportation Demand shall be the same as SHIPPER'S current Transportation Demand subject to the Small Shipper Charge. For the months of April - October, the Transportation Demand shall be reduced to no greater than the highest peak day delivery for each month under the Small Shipper agreement, including deliveries to storage, computed over the last three years ending March 31, 1999, unless Southern Natural agrees otherwise. The difference between SHIPPER'S current Small Shipper Transportation Demand and its reduced Transportation Demand hereunder can be reinstated on 12 months prior written notice if and to the extent the Existing Small Shipper can provide data demonstrating its need to reinstate its Transportation Demand for any month.

(c) If SHIPPER qualifies to pay a volumetric transportation rate under Section 3(b) above, SHIPPER shall pay COMPANY the following for:

(i) Small Shipper Charge: The applicable rates set forth on the currently effective Sheet Nos. 16-17 or 28-29 multiplied by the quantities of gas delivered for SHIPPER'S account each day during the month up to the SHIPPER'S total Transportation Demand multiplied by the systemwide Btu factor set forth in Section 12.1 of the General Terms and Conditions hereto. For transportation of gas on a backhaul basis, a backhaul transportation charge, as shown on the above referenced rate sheets shall apply. These charges shall not apply to deliveries made hereunder for injection into a storage account under Rate Schedule CSS or ISS, but shall be charged on the transportation of gas from said storage account(s).

(ii) Downstream Delivery Charge: If gas is delivered for SHIPPER'S account to an Exhibit B-1 Delivery Point in a zone downstream of the zone of SHIPPER'S Exhibit B Delivery Points, SHIPPER shall pay, in addition to the Small Shipper Charge for the zone of SHIPPER'S Exhibit B Delivery Points, the maximum applicable Transportation Charge under Rate Schedule IT from SHIPPER'S Exhibit B delivery zone to the zone of the downstream Delivery Point multiplied times the volumes delivered to the downstream Delivery Point within SHIPPER'S Transportation Demand. This charge shall be applied to the daily deliveries pursuant to the method set forth in Section 13.7 of the General Terms and Conditions.

Effective Date: 03/01/2008 Status: Effective

FERC Docket: RP08-180-000

Fifth Revised Sheet No. 52 Fifth Revised Sheet No. 52 : Effective

Superseding: Fourth Revised Sheet No. 52

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

Section 3(c) (continued)

- (iii) No Notice Service: The applicable Injection and Withdrawal Charges under Rate Schedule CSS as set forth on the currently effective Sheet Nos. 20 or 31 multiplied by the aggregate quantities of gas injected or withdrawn for SHIPPER'S account hereunder during each day of the month plus the percentage of the quantities of gas injected or withdrawn for SHIPPER'S account to be retained by COMPANY as a fuel charge as set forth on currently effective Sheet No. 20.
- (d) The rates which are stated on the currently effective Sheet Nos. 16-17 or 28-29 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule unless COMPANY, in its reasonable judgment, offers to discount its rates to SHIPPER under this Rate Schedule, or unless the parties have agreed to a Negotiated Rate under Section 34 of the General Terms and Conditions. Any discount or Negotiated Rate agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit E or Exhibit F to the Service Agreement, respectively, and shall be made on a not unduly discriminatory basis. In the case of a discount, it shall be granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions. The rates for service under this Rate Schedule shall not be discounted below the applicable minimum rates specified on the currently effective Sheet Nos. 16-17 or 28-29.
- (e) In addition to the charges specified above, SHIPPER shall pay to COMPANY the following charges and such other charges applicable to service hereunder as may be set forth from time to time in the General Terms and Conditions:
 - (i) GRI surcharges: Unless collected by another party or discounted, the current Gas Research Institute surcharges as set forth in Section 29 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charges may be changed from time to time.
 - (ii) ACA charge: An Annual Charge Adjustment charge as prescribed by Section 28 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charge may be changed from time to time. The ACA charge shall not be assessed, however, on deliveries to a SHIPPER'S Rate Schedule CSS or ISS storage account.

Effective Date: 10/01/2004 Status: Effective

FERC Docket: RP04-523-000

Ninth Revised Sheet No. 53 Ninth Revised Sheet No. 53 : Effective

Superseding: Eighth Revised Sheet No. 53

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

Section 3(e) (continued)

- (iii) SCRM surcharge: A Storage Cost Reconciliation Mechanism Surcharge as prescribed by Section 14.2 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charge may be changed from time to time. The SCRM surcharge shall be applied as either a credit or a debit to the Transportation Volumes as defined in Section 14.2.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fifth Revised Sheet No. 53A Fifth Revised Sheet No. 53A : Effective

Superseding: Fourth Revised Sheet No. 53A

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

Section 3(e) (continued)

- (iv) Filing fees: Any and all filing or other fees required in connection with transportation under this Rate Schedule that COMPANY is obligated to pay to the Commission or to any other governmental authority having jurisdiction. SHIPPER shall pay COMPANY for such fees within ten (10) days of receipt of COMPANY'S invoice detailing the amount of such filing fees.
- (v) Facilities: All costs, including reasonable overheads, actually incurred by COMPANY in the construction and installation, modification, and/or acquisition of facilities for the receipt, measurement, or transportation of gas for SHIPPER'S account which SHIPPER requests and COMPANY, in its reasonable discretion, agrees to construct, install, modify, and/or acquire including acquisition of any interests in real estate and permits associated with the facilities.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Seventh Revised Sheet No. 53B Seventh Revised Sheet No. 53B

Superseding: Sixth Revised Sheet No. 53B

RATE SCHEDULE FT-NN
Firm Transportation Service
(Continued)

Section 3(e) (continued)

- (vi) Fuel charge: A percentage of the quantity of gas delivered by SHIPPER for transportation and accepted by COMPANY at the Receipt Point(s) as gas which shall be deemed to have been used as compressor fuel, company-use gas, and unaccounted-for gas. The percentage of the quantity of gas retained by COMPANY for such purposes shall be set forth on the currently effective Sheet Nos. 16-17 or 28-29 and shall be made effective only at the beginning of a month. These fuel retention percentages are updated annually as set forth in Section 35 of the General Terms and Conditions of COMPANY's Tariff. On the first day of the month following the effective date of COMPANY'S Stipulation and Agreement filed in Docket Nos. RP89-224, et al., COMPANY shall commence retaining fuel for deliveries into and receipts from COMPANY'S storage fields as follows. On the delivery of gas for injection into storage under Rate Schedules CSS or ISS, COMPANY shall retain the fuel applicable to production area deliveries. On the receipt of gas from storage for subsequent delivery, COMPANY shall retain the fuel at the rate applicable to the zone of delivery minus the rate applicable to production area deliveries previously tendered by SHIPPER, but not less than zero. COMPANY shall not retain fuel on receipts from Receipt Points that are not connected to COMPANY's contiguous pipeline system shown on Sheet Nos.5 and 5A ("Offsystem Points").

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 54 Original Sheet No. 54 : Effective

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

4. NO NOTICE SERVICE

- (a) SHIPPER may utilize transportation under this Rate Schedule to have gas it has in storage under COMPANY'S Rate Schedule CSS delivered to any Delivery Point listed on Exhibit B to the Service Agreement without having submitted to COMPANY a prior nomination for the delivery of such gas.
- (b) The daily quantity of gas transported under this Rate Schedule shall be determined in accordance with the allocation procedures set out in Section 13 of the General Terms and Conditions; provided, however, that gas may be allocated to no notice transportation service under this Rate Schedule only to the extent SHIPPER has not otherwise fully utilized its Maximum Daily Withdrawal Quantity or Maximum Daily Injection Quantity under Rate Schedule CSS and has at least an equal quantity of gas in its Storage Inventory or its available storage capacity under COMPANY'S Rate Schedule CSS. The quantity of gas allocated each day to no notice transportation service under this Rate Schedule shall be deducted from or added to the quantity of gas SHIPPER has in its Storage Inventory under COMPANY'S Rate Schedule CSS.
- (c) If SHIPPER elects to nominate gas for transportation under this Rate Schedule as provided by Section 12 of the General Terms and Conditions, the maximum amount of no notice service available on such day shall be the difference between SHIPPER'S Transportation Demand under this Rate Schedule, reduced for storage withdrawals or injections nominated under Rate Schedule CSS, and the quantity of gas nominated for transportation hereunder on such day.
- (d) Injections of gas into Storage under this Rate Schedule shall not exceed SHIPPER'S Maximum Daily Injection Quantity under Rate Schedule CSS, reduced for storage injections nominated under Rate Schedule CSS, and may not be made if the injection of such quantity of gas would cause SHIPPER to exceed its Maximum Storage Quantity under Rate Schedule CSS. Withdrawals of gas from storage under this Rate Schedule shall not exceed SHIPPER'S Maximum Daily

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 55 Original Sheet No. 55 : Effective

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

Withdrawal Quantity under Rate Schedule CSS, reduced for storage withdrawals nominated under Rate Schedule CSS, and may not be made if the withdrawal of such quantity of gas would exceed SHIPPER'S Storage Inventory under Rate Schedule CSS.

- (e) Notwithstanding the foregoing provisions of this Section 4 to the contrary, COMPANY recognizes that SHIPPER may wish to designate another party to fully administer its no-notice service under its FT-NN Service Agreement and associated CSS Service Agreement. In this regard, a SHIPPER that initially qualifies for service hereunder will continue to qualify for no-notice service in the following three circumstances:
 - (i) SHIPPER may release all of its firm capacity under its CSS Service Agreement on a temporary basis and still receive no-notice service under its FT-NN Service Agreement if a condition of such release is that the ACQUIRING SHIPPER must agree to the continued utilization of the released firm storage capacity on a no-notice basis by SHIPPER'S FT-NN Service Agreement;
 - (ii) SHIPPER may release on a temporary basis all of its firm capacity under both its CSS Service Agreement and its FT-NN Service Agreement under which it pays reservation charges and still receive no-notice service hereunder if a condition of such release is that the ACQUIRING SHIPPER must agree to the continued utilization of the released firm storage and transportation capacity to provide full no-notice service to SHIPPER pursuant to the provisions of the Service Agreements prior to their release; or
 - (iii) SHIPPER may appoint an agent, pursuant to Section 24 of the General Terms and Conditions, to fully administer its CSS Service Agreement which supports SHIPPER'S no-notice service hereunder and, as part of the agency appointment, may allow its agent to aggregate SHIPPER'S CSS storage account with other CSS storage accounts in which the agent has full

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

First Revised Sheet No. 56 First Revised Sheet No. 56 : Effective

Superseding: Original Sheet No. 56

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

administrative rights or its own contract rights. As part of the agency appointment, SHIPPER must require its agent to provide COMPANY with the order in which COMPANY is to allocate gas, under Section 13.2 of the General Terms and Conditions hereto, from the agent's aggregate CSS storage account to the FT-NN Service Agreement served by said account. Such order must be provided electronically via SoNet Premier to COMPANY no later than 5:00 p.m. on the day prior to the day for which it applies and shall remain in effect until changed in the same manner for a subsequent day. SHIPPER agrees to indemnify COMPANY and hold it harmless from all actions taken by its agent in the management of SHIPPER'S CSS storage account on an aggregate basis. SHIPPER must notify COMPANY in writing prior to terminating its participation in this arrangement and shall require its agent to provide COMPANY a written certification as to the quantity of gas in SHIPPER'S CSS storage account as of the date SHIPPER chooses to no longer allow its storage to be aggregated by its agent. The provisions of this Section 4(e)(iii) also are available to ACQUIRING SHIPPERS who acquire CSS capacity under the temporary releases referenced in Section 4(e)(i) and (ii) above to the extent SHIPPER agrees to aggregation in the manner set forth above.

5. SIMULTANEOUS RECEIPT AND DELIVERY OF GAS

- (a) Although services under this Rate Schedule will be provided on the basis that gas will be received and delivered by COMPANY on a simultaneous basis, COMPANY'S obligation under this Rate Schedule to deliver gas to or for the account of SHIPPER on any day of transportation is limited to making available at the Delivery Point(s) a thermally equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s). SHIPPER'S right under this Rate Schedule to take gas at a Delivery Point on a day of transportation is limited to taking a thermally

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-004

Third Revised Sheet No. 57 Third Revised Sheet No. 57 : Effective

Superseding: Second Revised Sheet No. 57

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s).

- (b) It is recognized that because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by COMPANY for transportation under this Rate Schedule and the daily quantities of gas delivered by COMPANY. SHIPPER shall use every reasonable effort to ensure that receipts and deliveries remain in balance on both a daily and monthly basis.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Eighth Revised Sheet No. 58 Eighth Revised Sheet No. 58 : Effective
Superseding: Seventh Revised Sheet No. 58

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

6. TRANSPORTATION OF LIQUIDS AND LIQUEFIABLES

- (a) Liquids: Any party with the ownership interest to liquids, as defined in the General Terms and Conditions, separated prior to measurement at the Receipt Point(s) may request that such liquids be delivered to COMPANY for transportation by injection of such liquids into COMPANY'S system immediately downstream from said measurement, and COMPANY may, in its reasonable discretion, agree to accept the liquids for transportation. SHIPPER shall notify COMPANY by 5:00 p.m. at least four (4) calendar days prior to the month when the transportation of liquids is requested to commence, and submit the information required in Section 5(b) below (and shall give COMPANY five (5) business days' written notice of any change to this information). In the event SHIPPER injects, or causes to be injected, liquids into COMPANY'S system, SHIPPER shall cause the removal of such liquids from the gas delivered into COMPANY'S system at liquid removal facilities installed and operated by the owners of such liquids or their agents at a mutually agreeable point on COMPANY'S onshore pipeline facilities and subject to mutually agreeable accounting procedures.

SHIPPER and COMPANY shall execute a separate Service Agreement for the transportation of said liquids.

- (b) Liquefiabiles: For quantities of gas which are received at a Receipt Point from which the gas enters into a stream of gas which is processed at a processing facility on COMPANY'S pipeline system for the removal of liquefiabiles, as defined in the General Terms and Conditions, the party with the right to process the ownership interest therein ("SHIPPER") may elect to process such gas for its account subject to the further provisions hereof. SHIPPER shall notify COMPANY by 5:00 p.m. CCT at least four (4) calendar days prior to the beginning of the month if the liquefiabiles are to be processed for the account of SHIPPER and shall give COMPANY four (4) calendar days written notice of any change to this election prior to the beginning of the month for which the change is to be effective. COMPANY may extend the election deadline on a nondiscriminatory basis in the event (1) SHIPPER brings on a new source of production at or behind a receipt point during the production month or (2) has a change in interest ownership or liquefiabiles marketing rights, and such election is made prior to the Intraday 2 nomination deadline for the first day of the production month for which the election applies. In its notice SHIPPER

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Second Revised Sheet No. 58A Second Revised Sheet No. 58A : Effective

Superseding: First Revised Sheet No. 58A

RATE SCHEDULE FT-NN

Firm Transportation Service - No Notice

(Continued)

shall specify its Liquefiabiles Transportation Agreement (by contract number), the Receipt Point code and source of the subject gas, the working interest owner of the gas, the duration of the election, the Delivery Point code of the processing plant to which the gas is to be delivered and verification that all processing arrangements are in place if the election is to process. In the event SHIPPER fails to make an election and the liquefiabiles are not being processed under a direct processing arrangement with the processing plant, COMPANY shall be authorized to act as SHIPPER'S agent in arranging said processing and, at COMPANY'S election, either (i) assess to SHIPPER its allocated share of plant volume reduction and credit SHIPPER with its allocated share of revenues received by COMPANY for said liquefiabiles, or (ii) replace the allocated share of plant volume reduction in Dth. Such processing arrangements may have a lower processing priority with the processing plant than might be available to SHIPPER by contracting directly with the processing plant for the processing of its gas.

The gas remaining after processing shall be returned to COMPANY'S pipeline at a mutually agreeable point downstream from the processing plant. Such processing shall not cause the gas to fail to meet the quality specifications set forth in the General Terms and Conditions.

SHIPPER shall tender a request for transportation of liquefiabiles pursuant to the provisions of Section 2 of the General Terms and Conditions. Upon submission of a valid request for service, SHIPPER and COMPANY shall execute a separate Liquefiabiles Transportation Agreement in the form set forth in COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1.

7. FACILITIES

In order for COMPANY to receive, measure, transport, and/or deliver the gas to be transported under this Rate Schedule, it may become necessary for COMPANY to install facilities or to modify existing facilities at or near a Receipt Point or Delivery Point. Should SHIPPER request the installation or modification of said facilities and agree to reimburse COMPANY for the cost thereof, and should COMPANY agree to install said facilities or to modify its existing facilities pursuant to SHIPPER'S request, it is agreed that COMPANY will construct and install, or cause to be constructed and installed, said facilities, or will modify, or cause to be modified, its existing facilities, and will own and

Effective Date: 12/16/1993 Status: Effective

FERC Docket: RS92- 10-006

Original Sheet No. 58B Original Sheet No. 58B : Effective

RATE SCHEDULE FT-NN
Firm Transportation Service - No Notice
(Continued)

operate such facilities and all related appurtenant facilities. In the event SHIPPER does not agree to pay the costs of installing or modifying said facilities, COMPANY may agree to construct or modify such facilities so long as such facilities are constructed or modified on a nondiscriminatory basis for similarly situated SHIPPERS. Whether said facilities will provide a benefit to all SHIPPERS using COMPANY'S pipeline system such that it is appropriate to include the cost of said facilities in COMPANY'S general system rates will be determined in the rate proceeding in which COMPANY proposes to include such costs in its general system rates. It is understood and agreed that title to and ownership of said facilities shall remain in COMPANY, and COMPANY shall operate such facilities as part of its pipeline system.

8. GENERAL TERMS AND CONDITIONS

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

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fourth Revised Sheet No. 59 Fourth Revised Sheet No. 59 : Effective

Superseding: Third Revised Sheet No. 59

RATE SCHEDULE IT

Interruptible Transportation Service

1. AVAILABILITY

- (a) This Rate Schedule is available to any party ("SHIPPER") that requests transportation of natural gas on an interruptible basis from Southern Natural Gas Company ("COMPANY") when:
 - (i) COMPANY has sufficient capacity and is able to provide said transportation;
 - (ii) SHIPPER has complied with the requirements of Section 2 of the General Terms and Conditions applicable to this Rate Schedule; and
 - (iii) SHIPPER and COMPANY have executed a Service Agreement for service under this Rate Schedule.
- (b) COMPANY shall not be obligated to construct, modify, or acquire facilities to perform transportation services under this Rate Schedule except that COMPANY shall construct and install facilities necessary to deliver gas directly to an end user if SHIPPER meets the requirements set out in Section 36 of the General Terms and Conditions. In the event that COMPANY determines that it will construct facilities that will result in the expansion of its pipeline system, COMPANY shall offer the proposed expansion capacity to all shippers on a non-discriminatory basis.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all interruptible transportation service rendered by COMPANY for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's ("Commission") Regulations and pursuant to the Service Agreement for transportation service under this Rate Schedule.
- (b) The transportation services performed under this Rate Schedule shall be on an interruptible basis and shall be further subject, in COMPANY'S sole judgment, to the availability of excess capacity in COMPANY'S pipeline facilities and to the operating conditions and system requirements of COMPANY. Interruptible transportation services under this Rate Schedule shall have a priority subordinate to COMPANY'S firm transportation services provided pursuant to COMPANY'S Rate Schedules and the General Terms and Conditions applicable thereto contained in COMPANY'S FERC Gas Tariff.

Effective Date: 03/01/2008 Status: Effective

FERC Docket: RP08-180-000

Ninth Revised Sheet No. 60 Ninth Revised Sheet No. 60 : Effective

Superseding: Eighth Revised Sheet No. 60

RATE SCHEDULE IT

Interruptible Transportation Service

(Continued)

Section 2(c) (continued)

- (c) Transportation service provided under this Rate Schedule shall be limited to SHIPPER'S Maximum Transportation Quantity specified in the Service Agreement.

3. RATES AND CHARGES

- (a) For transportation services rendered for SHIPPER each month under this Rate Schedule, SHIPPER shall pay COMPANY the following:

Transportation Charge: The applicable rates set forth on the currently effective Sheet Nos. 18 or 30 multiplied by the daily quantities of gas delivered for SHIPPER'S account during the month. This charge shall apply both to (A) deliveries made hereunder for injection into a storage account under Rate Schedule CSS or ISS, with the delivery deemed to have been made in the production area rate zone, and (B) the transportation of gas from said storage account(s), with said withdrawal/receipt deemed to have occurred in rate zone 1. For transportation of gas on a backhaul basis, a backhaul transportation charge, as shown on the above referenced rate sheets shall apply. These transportation charges shall be applied to the daily deliveries pursuant to the method set forth in Section 13.7 of the General Terms and Conditions.

- (b) The rates which are stated on the currently effective Sheet Nos. 18 or 30 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule unless COMPANY, in its reasonable judgment, offers to discount its rates to SHIPPER under this Rate

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

First Revised Sheet No. 60A First Revised Sheet No. 60A : Effective

Superseding: Original Sheet No. 60A

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

Section 3(b) (continued)

Schedule, or unless the parties have agreed to a Negotiated Rate under Section 34 of the General Terms and Conditions. Any discount or Negotiated Rate agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit E or Exhibit F to the Service Agreement, respectively, and shall be made on a not unduly discriminatory basis. In the case of a discount, it shall be granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions. The rates for service under this Rate Schedule shall not be discounted below the applicable minimum rates specified on the currently effective Sheet Nos. 18 or 30.

Effective Date: 10/01/2004 Status: Effective

FERC Docket: RP04-523-000

Sixth Revised Sheet No. 61 Sixth Revised Sheet No. 61 : Superseded

Superseding: Fifth Revised Sheet No. 61

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

Section 3(c) (continued)

- (c) In addition to the charges specified above, SHIPPER shall pay to COMPANY the following charges and such other charges applicable to service hereunder as may be set forth from time to time in the General Terms and Conditions:
 - (i) GRI surcharge: Unless collected by another party or discounted, the current Gas Research Institute surcharge as set forth in Section 29 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charge may be changed from time to time.
 - (ii) ACA charge: An Annual Charge Adjustment charge as prescribed by Section 28 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charge may be changed from time to time. The ACA charge shall not be assessed, however, on deliveries to a SHIPPER'S Rate Schedule CSS or ISS storage account.
 - (iii) SCRM surcharge: A Storage Cost Reconciliation Mechanism Surcharge as prescribed by Section 14.2 of the General Terms and Conditions of COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1, as said charge may be changed from time to time. The SCRM surcharge shall be applied as either a credit or a debit to the Transportation Volumes as defined in Section 14.2.
 - (iv) Filing fees: Any and all filing or other fees required in connection with transportation under this Rate Schedule that COMPANY is obligated to pay to the Commission or to any other governmental authority having jurisdiction. SHIPPER shall pay COMPANY for such fees within ten (10) days of receipt of COMPANY'S invoice detailing the amount of such filing fees.
 - (v) Facilities: All costs, including reasonable overheads, actually incurred by COMPANY in the construction and installation, modification, and/or acquisition of facilities for the receipt, measurement, or transportation of gas for SHIPPER'S account which SHIPPER requests and COMPANY, in its reasonable discretion, agrees to construct, install, modify, and/or acquire including acquisition of any interests in real estate and permits associated with the facilities. Title and ownership of such

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Tenth Revised Sheet No. 62 Tenth Revised Sheet No. 62
Superseding: Ninth Revised Sheet No. 62

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

Section 3(c) (v) (continued)

- (vi) Fuel charge: A percentage of the quantity of gas delivered by SHIPPER for transportation and accepted by COMPANY at the Receipt Point(s) as gas which shall be deemed to have been used as compressor fuel, company-use gas and unaccounted-for gas. The percentage of the quantity of gas retained by COMPANY for such purposes shall be set forth on the currently effective Sheet Nos. 18 or 30 and shall be made effective only at the beginning of a month. These fuel retention percentages are updated annually as set forth in Section 35 of the General Terms and Conditions of COMPANY'S Tariff. On the first day of the month following the effective date of COMPANY'S Stipulation and Agreement filed in Docket Nos. RP89-224, et al., on March 15, 1995, COMPANY shall commence retaining fuel for deliveries into and receipts from COMPANY'S storage fields as follows. On the delivery of gas for injection into storage under Rate Schedules CSS or ISS, COMPANY shall retain the fuel applicable to production area deliveries. On the receipt of gas from storage for subsequent delivery, COMPANY shall retain the fuel at the rate applicable to the zone of delivery minus the rate applicable to production area deliveries previously tendered by SHIPPER, but not less than zero. COMPANY shall not retain fuel on receipts from Receipt Points that are not connected to COMPANY'S contiguous pipeline system shown on Sheet Nos. 5 and 5A("Offsystem Points").

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Seventh Revised Sheet No. 63 Seventh Revised Sheet No. 63 : Effective

Superseding: Sixth Revised Sheet No. 63

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

4. SIMULTANEOUS RECEIPT AND DELIVERY OF GAS

- (a) Although services under this Rate Schedule will be provided on the basis that gas will be received and delivered by COMPANY on a simultaneous basis, COMPANY'S obligation under this Rate Schedule to deliver gas to or for the account of SHIPPER on any day of transportation is limited to making available at the Delivery Point(s) a thermally equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s). SHIPPER'S right under this Rate Schedule to take gas at a Delivery Point on a day of transportation is limited to taking a thermally equivalent quantity of gas (less gas retained for compressor fuel, company-use gas, and unaccounted-for gas) to the quantity of gas tendered by or for the account of SHIPPER at the Receipt Point(s).
- (b) It is recognized that because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by COMPANY for transportation under this Rate Schedule and the daily quantities of gas delivered by COMPANY. SHIPPER shall use every reasonable effort to ensure that receipts and deliveries remain in balance on both a daily and monthly basis.

5. TRANSPORTATION OF LIQUIDS AND LIQUEFIABLES

- (a) Liquids: Any party with the ownership interest to liquids, as defined in the General Terms and Conditions, separated prior to measurement at the Receipt Point(s) may request that such liquids be delivered to COMPANY for transportation by injection of such liquids into COMPANY'S system immediately downstream from said measurement, and COMPANY may, in its reasonable discretion, agree to accept the liquids for transportation. SHIPPER shall notify COMPANY by 5:00 p.m. CCT at least four (4) calendar days prior to the month when the transportation of liquids is requested to commence, and submit the information required in Section 5(b) below (and shall give COMPANY four (4) calendar days' written notice of any change to this information). In the event SHIPPER injects, or causes to be injected, liquids into COMPANY'S system, SHIPPER shall cause the removal of such liquids from the gas delivered into COMPANY'S system at liquid removal facilities installed and operated by the owners of such liquids or their agents at a mutually agreeable point on COMPANY'S onshore pipeline facilities and subject to mutually agreeable accounting procedures.

SHIPPER and COMPANY shall execute a separate Service Agreement for the transportation of said liquids.

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FERC Docket: RP04-523-000

Fourth Revised Sheet No. 64 Fourth Revised Sheet No. 64 : Effective

Superseding: Third Revised Sheet No. 64

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

- (b) Liquefiabiles: For quantities of gas which are received at a Receipt Point from which the gas enters into a stream of gas which is processed at a processing facility on COMPANY'S pipeline system for the removal of liquefiabiles, as defined in the General Terms and Conditions, the party with the right to process the ownership interest therein ("SHIPPER") may elect to process such gas for its account subject to the further provisions hereof. SHIPPER shall notify COMPANY by 5:00 p.m. CCT at least four (4) calendar days prior to the beginning of the month if the liquefiabiles are to be processed for the account of SHIPPER and shall give COMPANY four (4) calendar days written notice of any change to this election prior to the beginning of the month for which the change is to be effective. COMPANY may extend the election deadline on a nondiscriminatory basis in the event (1) SHIPPER brings on a new source of production at or behind a receipt point during the production month or (2) has a change in interest ownership or liquefiabiles marketing rights, and such election is made prior to the Intraday 2 nomination deadline for the first day of the production month for which the election applies. In its notice SHIPPER shall specify its Liquefiabiles Transportation Agreement (by contract number), the Receipt Point code and source of the subject gas, the working interest owner of the gas, the duration of the election, the Delivery Point code of the processing plant to which the gas is to be delivered and verification that all processing arrangements are in place if the election is to process. In the event SHIPPER fails to make an election and the liquefiabiles are not being processed under a direct processing arrangement with the processing plant, COMPANY shall be authorized to act as SHIPPER'S agent in arranging said processing and, at COMPANY'S election, either (i) assess to SHIPPER its allocated share of plant volume reduction and credit SHIPPER with

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

Superseding: First Revised Sheet No. 65

RATE SCHEDULE IT

Interruptible Transportation Service

(Continued)

its allocated share of revenues received by COMPANY for said liquefiabiles, or (ii) replace the allocated share of plant volume reduction in Dth.

The gas remaining after processing shall be returned to COMPANY'S pipeline at a mutually agreeable point downstream from the processing plant. Such processing shall not cause the gas to fail to meet the quality specifications set forth in the General Terms and Conditions.

SHIPPER shall tender a request for transportation of liquefiabiles pursuant to the provisions of Section 2 of the General Terms and Conditions. Upon submission of a valid request for service, SHIPPER and COMPANY shall execute a separate Liquefiabiles Transportation Agreement in the form set forth in COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1.

6. FACILITIES

In order for COMPANY to receive, measure, transport, and/or deliver the gas to be transported under this Rate Schedule, it may become necessary for COMPANY to install facilities or to modify existing facilities at or near a Receipt Point or Delivery Point. Should SHIPPER request the installation or modification of said facilities and agree to reimburse COMPANY for the cost thereof, and should COMPANY agree to install said facilities or to modify its existing facilities pursuant to SHIPPER'S request, it is agreed that COMPANY will construct and install, or cause to be constructed and installed, said facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities. In the event SHIPPER does not agree to pay the costs of installing or modifying said facilities, COMPANY may agree to construct or modify such facilities so long as such facilities are constructed or modified on a nondiscriminatory basis for similarly situated SHIPPERS. Whether said facilities will provide a benefit to all SHIPPERS using COMPANY'S pipeline system such that it is appropriate to include the cost of said facilities in COMPANY'S general system rates will be determined in the rate proceeding in which COMPANY proposes to include such costs in its general system rates. It is understood and agreed that title to and ownership of said facilities

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FERC Docket: RS92- 10-003

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

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

shall remain in COMPANY, and COMPANY shall operate such facilities as part of its pipeline system.

7. GENERAL TERMS AND CONDITIONS

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

Effective Date: 11/29/1999 Status: Effective

FERC Docket: RP00- 52-000

First Revised Sheet No. 67 First Revised Sheet No. 67 : Effective

Superseding: Original Sheet No. 67

RATE SCHEDULE CSS
Contract Storage Service

1. AVAILABILITY

- (a) This Rate Schedule is available to any shipper that requests storage of natural gas on a firm basis from Southern Natural Gas Company ("COMPANY") provided that:
 - (i) COMPANY has sufficient capacity and is able to provide the storage service requested;
 - (ii) SHIPPER has complied with the requirements of Section 7 hereof; and
 - (iii) SHIPPER and COMPANY have executed a Service Agreement for service under this Rate Schedule.
- (b) COMPANY will utilize its Muldon Storage Field in Mississippi and/or its interest in the Bear Creek Storage Field in Louisiana (collectively "Storage") to provide service under this Rate Schedule.
- (c) COMPANY is not obligated to construct, modify, or acquire facilities to perform storage services under this Rate Schedule. In the event that COMPANY determines that it will construct facilities that will result in the expansion of its pipeline system, COMPANY shall offer the proposed expansion capacity to all shippers on a non-discriminatory basis.
- (d) SHIPPER is responsible for arranging for the separate transportation of its gas to and from Storage.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all firm storage services rendered by COMPANY for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's ("Commission") Regulations and pursuant to the Service Agreement for storage service under this Rate Schedule.
- (b) The injection and withdrawal of the gas received by COMPANY on SHIPPER'S behalf for storage under this Rate Schedule shall be on a firm basis and shall not be subject to interruption, except as provided in Section 2(c) hereof and Sections 8.3 and 15.3 of the General Terms and Conditions.

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-004

First Revised Sheet No. 68 First Revised Sheet No. 68 : Effective

Superseding: Original Sheet No. 68

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

- (c) Whenever a reduction in injection, withdrawal, or working storage capacity occurs such that COMPANY cannot meet the firm storage requirements of its storage customers hereunder, the available capacity shall be allocated as follows:
 - (i) for a reduction in working storage capacity, the available working storage capacity shall be allocated to each SHIPPER on a pro rata basis based on the ratio of each SHIPPER'S maximum working storage capacity contracted for under this Rate Schedule to the total working storage capacity contracted for under this Rate Schedule;
 - (ii) for a reduction in injection or withdrawal capacity, the available injection or withdrawal capacity shall be allocated to each SHIPPER on a pro rata basis based on the ratio of each SHIPPER'S adjusted injection or withdrawal capacity as determined pursuant to the provisions of Sections 3(d) and 3(e) of this Rate Schedule, respectively, to the total adjusted injection or withdrawal capacity for all SHIPPERS under this Rate Schedule.
- (d) Service under this Rate Schedule shall consist of:
 - (i) the receipt and injection into Storage of SHIPPER'S gas delivered at the Storage Point under SHIPPER'S transportation agreement;
 - (ii) the storage of SHIPPER'S gas in the Storage fields; and
 - (iii) the withdrawal of SHIPPER'S gas from Storage and delivery of such gas on SHIPPER'S behalf at the Storage Point for further transportation under a transportation agreement(s).
- (e) The terms of this Rate Schedule shall apply equally to gas purchased by SHIPPER from COMPANY and gas purchased by SHIPPER from a third party.

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FERC Docket: RP00-476-004

First Revised Sheet No. 69 First Revised Sheet No. 69 : Effective

Superseding: Original Sheet No. 69

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

- (f) SHIPPER may sell its storage gas hereunder to any purchaser so long as SHIPPER adheres to the procedures set forth herein for the transfer or withdrawal of such gas.
- (g) SHIPPER may use its storage service hereunder to correct the net aggregate monthly imbalance for which SHIPPER is responsible under Section 14.1(a) of the General Terms and Conditions of COMPANY'S Tariff.

3. DEFINITIONS

The following terms shall have the meanings defined below:

- (a) Maximum Storage Quantity (MSQ) - The maximum volume of gas that SHIPPER is permitted to have in Storage at any time as set forth in SHIPPER'S Service Agreement under this Rate Schedule, subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto. The MSQ shall be stated in the Service Agreement in Mcf.
- (b) Storage Inventory - The actual quantity of gas in Mcf SHIPPER has in Storage on any day, not to exceed its MSQ.
- (c) Storage Point - The point or points on COMPANY'S system, as more particularly specified in the Service Agreement, at which COMPANY receives gas for injection into or delivers gas withdrawn from Storage, whichever is applicable.
- (d) Maximum Daily Injection Quantity (MDIQ) - The maximum quantity of gas which COMPANY is obligated to inject into Storage for SHIPPER'S account on any day, subject to the provisions of Section 22 of the General Terms and Conditions hereto. SHIPPER'S initial MDIQ shall be its MDWQ divided by 2.625. The initial MDIQ shall be subject to adjustment each day based on the estimated percentage of SHIPPER'S MSQ in Storage in accordance with the following schedule:

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FERC Docket: RS92- 10-003

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

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

Percent of MSQ in Storage	Percent of Initial MDIQ Available
0-20%	100%
21-40%	94%
41-60%	88%
61-80%	81%
81-100%	75%

The initial MDIQ and adjustments thereto shall be specified in the Service Agreement between SHIPPER and COMPANY.

- (e) Maximum Daily Withdrawal Quantity (MDWQ) - The maximum quantity of gas which COMPANY is obligated to withdraw from Storage for SHIPPER'S account on any day, subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto. SHIPPER'S initial MDWQ shall be its MSQ divided by 49.5238. The initial MDWQ shall be subject to adjustment each day based on the estimated percentage of SHIPPER'S MSQ in Storage in accordance with the following schedule:

Percent of MSQ in Storage	Percent of Initial MDWQ Available
60-100%	100%
50-59%	88%
25-49%	78%
0-24%	56%

The initial MDWQ and adjustments thereto shall be specified in the Service Agreement between SHIPPER and COMPANY.

4. RATES AND CHARGES

- (a) Except as provided otherwise in this Section 4(a), SHIPPER shall pay COMPANY the sum of the following for storage services rendered for SHIPPER each month under this Rate Schedule:

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fifth Revised Sheet No. 71 Fifth Revised Sheet No. 71 : Effective

Superseding: Fourth Revised Sheet No. 71

RATE SCHEDULE CSS

Contract Storage Service

(Continued)

- (i) Deliverability Charge: The applicable rate set forth on the currently effective Sheet Nos. 20 or 31 multiplied by SHIPPER'S initial Maximum Daily Withdrawal Quantity multiplied by the systemwide Btu factor set forth in Section 12.1 of the General Terms and Conditions.
- (ii) Capacity Charge: The applicable rate set forth on the currently effective Sheet Nos. 20 or 31 multiplied by SHIPPER'S Maximum Storage Quantity multiplied by the systemwide Btu factor set forth in Section 12.1 of the General Terms and Conditions.
- (iii) Injection Charge: The applicable rate set forth on the currently effective Sheet Nos. 20 or 31 multiplied by the aggregate quantities of gas injected for SHIPPER'S account pursuant to the nomination procedures contained in Section 5 of this Rate Schedule on each day during the month.
- (iv) Withdrawal Charge: The applicable rate set forth on the currently effective Sheet Nos. 20 or 31 multiplied by the aggregate quantities of gas withdrawn for SHIPPER'S account pursuant to the nomination procedures contained in Section 6 of this Rate Schedule on each day during the month.

Each SHIPPER who has elected to pay the Small Shipper Charge for transportation under Rate Schedules FT and/or FT-NN shall pay COMPANY for the storage services rendered for SHIPPER each month under this Rate Schedule the sum of the foregoing charges applicable specifically to such group of SHIPPERS as set forth on currently effective Sheet Nos. 20 or 31.

- (b) In addition to the charges specified above, SHIPPER shall pay to COMPANY as a fuel charge for performing storage services hereunder (1) a percentage of the daily quantity of gas injected for SHIPPER'S account and (2) a percentage of the daily quantity of gas withdrawn for SHIPPER'S account. The percentage of the quantity of gas to be retained by COMPANY on injection and withdrawal shall be set forth on the currently effective Sheet Nos. 20 or 31 and shall be made effective only at the beginning of a month.
- (c) The rates which are stated on the currently effective Sheet Nos. 20 or 31 are the maximum rates applicable to the service provided under this Rate

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Seventh Revised Sheet No. 72 Seventh Revised Sheet No. 72 : Effective

Superseding: Sixth Revised Sheet No. 72

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

Section 4(c) (continued)

Schedule and the range represented by the maximum and minimum rates stated for such service. SHIPPER shall pay the maximum rate for service under this Rate Schedule unless COMPANY, in its reasonable judgment, offers to discount the maximum rates to SHIPPER under this Rate Schedule, or unless the parties have agreed to a Negotiated Rate under Section 34 of the General Terms and Conditions. Any discount or Negotiated Rate agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit C or Exhibit D to the Service Agreement, respectively, and shall be made on a not unduly discriminatory basis. In the case of a discount, it shall be granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions. The rate for service under this Rate Schedule shall not be discounted below the applicable minimum rate specified on the currently effective Sheet Nos. 20 or 31.

- (d) The foregoing charges are to be paid to COMPANY in addition to all charges incurred under the applicable rate schedule for the transportation of gas to be injected into and/or withdrawn from Storage for SHIPPER'S account.

5. INJECTION PROCEDURES

- (a) SHIPPER, or its agent designated in an executed agency agreement, shall nominate gas for injection under this Rate Schedule by notifying COMPANY of the daily quantity of gas expressed in Dth it has available for injection at the Storage Point pursuant to the nomination procedures set forth in Section 12 of the General Terms and Conditions by designating deliveries under SHIPPER'S interruptible or firm transportation agreement or a third party's transportation agreement into its storage capacity. In the event the nomination for injection into storage for SHIPPER'S account is made by a third party shipper under its own transportation agreement, then SHIPPER must actively confirm the transportation nomination to deliver gas for injection into its Storage account.
- (b) SHIPPER and COMPANY may establish uniform nominations of daily quantities of gas to be injected for SHIPPER'S account under this Rate Schedule, subject to adjustment to SHIPPER'S MDIQ as specified in its Service Agreement or to changes in the accompanying transportation nominations. If a uniform nomination is established, SHIPPER shall not be required to nominate, or cause to be nominated, deliveries of gas for injection on a daily basis until it desires to effect a change in the nominations scheduled by COMPANY

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FERC Docket: RP00-476-004

Second Revised Sheet No. 73 Second Revised Sheet No. 73 : Effective

Superseding: First Revised Sheet No. 73

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

for injection. Notice of a changed nomination shall be given in accordance with Section 5(a) of this Rate Schedule.

- (c) COMPANY shall not be obligated to accept quantities of gas for injection at the Storage Point in excess of SHIPPER'S MDIQ; provided, however, that SHIPPER shall be entitled to nominate, or cause to be nominated, a quantity sufficient to cover the fuel charge provided for in Section 4(b) hereof.
- (d) SHIPPER may have gas injected into Storage only to the extent its estimated Storage Inventory does not exceed its Maximum Storage Quantity.
- (e) The injection of gas by COMPANY and the delivery of gas for SHIPPER'S account to Storage shall be performed at hourly rates as constant as operationally feasible throughout the day and the parties shall use best efforts to achieve such uniform hourly rates of flow.
- (f) An account of SHIPPER'S current Storage Inventory will be provided on a monthly basis on SHIPPER'S bill and an estimated Storage Inventory based on Section 13.2 of the General Terms and Conditions will be made available on a daily basis on SoNet as soon as such information is available for posting.

6. WITHDRAWAL PROCEDURES

- (a) SHIPPER, or its agent designated in an executed agency agreement, shall nominate gas for withdrawal under this Rate Schedule by notifying COMPANY of the daily quantity of gas expressed in Dth it desires to withdraw from Storage pursuant to the nomination procedures set forth in Section 12 of the General Terms and Conditions by designating receipts from storage under SHIPPER'S firm or interruptible transportation agreement or a third party's transportation agreement. In the event the nomination for withdrawal from Storage for SHIPPER'S account is made by a third party shipper under its own transportation agreement, the third-party shipper's transportation nomination must designate receipts from SHIPPER'S applicable Storage contract account number.

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FERC Docket: RS92- 10-003

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

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

- (b) SHIPPER and COMPANY may establish uniform nominations of daily quantities of gas to be withdrawn for SHIPPER'S account under this Rate Schedule, subject to adjustment to SHIPPER'S MDWQ as specified in its Service Agreement or to changes in the accompanying transportation nominations. If a uniform nomination is established, SHIPPER shall not be required to nominate, or cause to be nominated, withdrawals of gas on a daily basis until it desires to effect a change in the nominations scheduled by COMPANY for withdrawal. Notice of its changed nomination shall be given in accordance with Section 6(a) of this Rate Schedule.
- (c) COMPANY shall not be obligated to withdraw quantities of gas from Storage in excess of SHIPPER'S MDWQ; provided, however, that SHIPPER shall be entitled to nominate, or cause to be nominated, a quantity sufficient to cover the fuel charge provided for in Section 4(b) hereof.
- (d) SHIPPER may have gas withdrawn from Storage only to the extent of SHIPPER'S estimated Storage Inventory.
- (e) The withdrawal of gas by COMPANY and the receipt of gas for SHIPPER'S account from Storage shall be performed at hourly rates as constant as operationally feasible throughout the day and the parties shall use their best efforts to achieve such uniform hourly rates of flow.

7. OTHER CONDITIONS OF SERVICE

- (a) Requests for service under this Rate Schedule shall be provided in writing to COMPANY in the format set forth in Appendix B to the General Terms and Conditions to the attention of the Transportation Services Department, Post Office Box 2563, Birmingham, Alabama 35202, and shall contain all of the information required on such form to be deemed a valid request. SHIPPER further agrees to provide such information as COMPANY may require from time to time for purposes of filing reports of SHIPPER'S storage service with regulatory or governmental agencies.

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FERC Docket: RS92- 10-003

Original Sheet No. 75 Original Sheet No. 75 : Effective

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

- (b) Services under this Rate Schedule will be made available on a first-come, first-served basis based on the order of priority established in COMPANY'S log of storage service requests (Log). For the purposes of establishing priority of requests, requests shall be deemed to have been made and will be entered into the Log as of the date SHIPPER complies with Section 7(a). Except for those completed requests received by COMPANY during the window period for initial allocations of storage established in Docket No. RS92-10, completed requests will be entered into the Log as of the date and time each request is received by COMPANY'S Transportation Services Department. In the event SHIPPER makes substantive revision(s) to the information after the initial request and before execution of a Service Agreement, the request will be deemed to be received as of the date of the last revision. Notwithstanding the foregoing to the contrary, if on any day COMPANY receives more than one request for firm storage capacity and any such request is for less than the maximum applicable rate, COMPANY shall award its available capacity to the best bid received that day as determined pursuant to the best bid criteria of Section 20 of the General Terms and Conditions; provided that nothing contained herein shall obligate COMPANY to provide firm storage service at less than the maximum applicable rate.
- (c) Subject to the provisions of Sections 7(d) and 7(e) below, within five (5) business days after its receipt of all of the information required in Section 7(a) above, COMPANY shall prepare and tender to SHIPPER for execution a Service Agreement for this Rate Schedule in the pro forma format included in COMPANY'S FERC Gas Tariff. If SHIPPER does not execute the Service Agreement and return it to COMPANY within thirty (30) days after the date tendered, SHIPPER'S request for service under this Rate Schedule shall be deemed null and void, and any existing Service Agreement which was to be replaced by the unexecuted Service Agreement shall continue in full force and effect as written. COMPANY will maintain SHIPPER'S inactive request in its files. SHIPPER may reactivate said request which has lost its initial priority by notifying COMPANY, and COMPANY shall assign SHIPPER'S request a new priority in the Log

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FERC Docket: RP98-363-000

First Revised Sheet No. 76 First Revised Sheet No. 76 : Effective

Superseding: Original Revised Sheet No. 76

RATE SCHEDULE CSS

Contract Storage Service

(Continued)

as of the date and time COMPANY receives such notification from SHIPPER.

- (d) COMPANY shall not be required to perform services under this Rate Schedule for any SHIPPER who is or has become insolvent, or who fails to demonstrate creditworthiness, or who fails to make payments pursuant to Section 15 of the General Terms and Conditions (except if SHIPPER has disputed a bill and made provision for such payment in accordance with Section 15.3 of the General Terms and Conditions). SHIPPER may receive service under this Rate Schedule, however, if SHIPPER makes a security deposit in an amount equal to the cost of performing the maximum storage service requested by SHIPPER hereunder for a three (3) month period, furnishes good and sufficient surety, as determined by COMPANY in its reasonable discretion, in an amount equal to the cost of performing the maximum storage service requested by SHIPPER hereunder for a three (3) month period, or furnishes a guaranty from a creditworthy party that said creditworthy party will be responsible for payment of all liabilities of SHIPPER under its CSS Service Agreement.
- (e) COMPANY shall not be obligated to accept any request for firm storage service unless adequate firm storage, withdrawal and injection capacity is available without the construction of additional facilities by COMPANY. If because of insufficient capacity, COMPANY is unable to provide the storage service requested, or any part thereof, a Service Agreement will be provided to SHIPPER only for the capacity COMPANY has available. SHIPPER'S remaining request for service shall remain valid until the end of the following May 31 (or May 31 one year thereafter if the request is submitted between April 1 and May 31). If capacity does not become available by the end of such period, SHIPPER may renew its request for another one-year period and each year thereafter by giving COMPANY written or electronic notice to renew its request by May 31 of the current one-year period. If SHIPPER does not renew its request by May 31 at the end of any one-year period, the request shall become invalid on May 31 at the end of the current one-year period.
- (f) Upon the termination of storage service hereunder, SHIPPER must withdraw its Storage Inventory by no later than the end of COMPANY'S withdrawal period, i.e., March 31, following termination. In lieu of withdrawing its Storage Inventory, SHIPPER can also attempt to sell its Storage Inventory to another SHIPPER hereunder

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First Revised Sheet No. 77 First Revised Sheet No. 77 : Effective
Superseding: Original Revised Sheet No. 77

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

or transfer its Storage Inventory to an ISS Service Agreement with COMPANY subject to the provisions of Rate Schedule ISS. Until SHIPPER'S Storage Inventory is withdrawn or transferred, SHIPPER will continue to pay COMPANY all rates and charges hereunder. If SHIPPER fails to withdraw or transfer its entire Storage Inventory by the end of the subject withdrawal period, COMPANY shall retain and take title to, at no cost to COMPANY, SHIPPER'S remaining Storage Inventory.

- (g) If SHIPPER'S CSS Service Agreement was entered into hereunder as the result of a temporary release of storage capacity pursuant to Section 22 of the General Terms and Conditions, SHIPPER must withdraw its Storage Inventory by the effective date of any recall and by the end of its contract term. In lieu of withdrawing its Storage Inventory, SHIPPER can also attempt to sell its Storage Inventory to another SHIPPER hereunder or transfer its Storage Inventory to an ISS Service Agreement with COMPANY subject to the provisions of Rate Schedule ISS. If SHIPPER fails to withdraw or transfer its Storage Inventory by the effective date of any recall or the end of the contract term, title to SHIPPER'S remaining Storage Inventory will be vested, at no cost, in the RELEASING SHIPPER who released its capacity to SHIPPER on a temporary basis.

8. TRANSFER PROCEDURES

SHIPPER, or its agent designated in an executed agency agreement, may nominate gas for transfer into its Storage capacity hereunder from another SHIPPER'S Storage Inventory so long as such nomination does not exceed SHIPPER'S available capacity in Storage and COMPANY receives a matching nomination from the other SHIPPER to transfer gas from its Storage Inventory. SHIPPER, or its agent, may also nominate gas for transfer from its Storage Inventory hereunder into another SHIPPER'S Storage account so long as such nomination does not exceed SHIPPER'S Storage Inventory and COMPANY receives a matching nomination from the other SHIPPER to transfer gas into its Storage account. Each nomination to transfer gas between Storage accounts must be tendered electronically via SoNet Permier or by facsimile to COMPANY'S Pipeline Customer Services Department pursuant to the nomination deadlines set forth in

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Third Revised Sheet No. 78 Third Revised Sheet No. 78 : Effective

Superseding: Second Revised Sheet No. 78

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

Section 12 of the General Terms and Conditions. It is provided, however, that if the validity of a transportation nomination which is due during the same nomination period depends on the transfer of storage taking place first, then the matching Storage transfer nominations must be submitted through SoNet to COMPANY'S Pipeline Customer Services Department at any time prior to the nomination deadline for which the transfer is requested to be effective. All nominations to transfer gas between Storage accounts shall be submitted in the format set forth in Appendix I to the General Terms and Conditions.

9. PROCEDURES TO WITHDRAW GAS FROM BEAR CREEK STORAGE
FIELD FOR DELIVERY TO TENNESSEE GAS PIPELINE COMPANY

- (a) From time to time SHIPPER may wish to receive gas for injection into its Storage account from or withdraw gas from its Storage account for delivery to Tennessee Gas Pipeline Company's ("Tennessee") share of the jointly owned pipeline interconnecting Tennessee's system with Bear Creek Storage Field. SHIPPER must comply with the following procedures in order for its receipts from and deliveries to Tennessee at said interconnect to qualify for the rates set forth in Section 9(d) below. It is agreed that this provision in no manner disaggregates SHIPPER'S Storage account between COMPANY'S Storage fields.
- (b) COMPANY shall establish a unique Receipt Point code for receipts of gas directly from Tennessee at the Bear Creek Storage Field and a unique Delivery Point Code for deliveries directly from Bear Creek Storage Field to Tennessee. SHIPPER must utilize, or cause to be utilized, these codes when it nominates to receive gas from or deliver gas to Tennessee at the Bear Creek Storage Field for the further purposes of this provision.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Fourth Revised Sheet No. 79 Fourth Revised Sheet No. 79 : Effective

Superseding: Third Revised Sheet No. 79

RATE SCHEDULE CSS
Contract Storage Service
(Continued)

Section 9(b) (continued)

Otherwise, the procedures for nominating gas for injection into or withdrawal from SHIPPER'S Storage account, and any accompanying transportation nominations on COMPANY'S system, shall be the same as set forth in Sections 5 and 6 above, respectively. SHIPPER recognizes that COMPANY'S obligation to receive gas from or deliver gas to Tennessee at the Bear Creek Storage Field for SHIPPER'S account is limited by (i) the provisions of Section 9(c) below, (ii) receipt of a confirmation from Tennessee that it has received a valid, matching transportation nomination for SHIPPER'S account and (iii) the quantity of gas scheduled by Tennessee for receipt from or delivery to Bear Creek Storage Field for SHIPPER'S account.

- (c) SHIPPER may not nominate a quantity of gas for receipt from Tennessee at the Bear Creek Storage Field for injection on any day in excess of 25% of the daily injection capacity in effect under its CSS Service Agreement for that day, if COMPANY has posted a notice of such limitation for operational conditions on its electronic bulletin board. SHIPPER may not nominate to withdraw a quantity of gas for delivery to Tennessee at the Bear Creek Storage Field on any day in excess of 25% of the daily withdrawal capacity in effect under its CSS Service Agreement for that day, if COMPANY has posted a notice of such limitation for operational conditions on its electronic bulletin board. SHIPPER may not use more than 35% of its MSQ, on a net, cumulative basis during each storage season, for purposes of injecting gas into or withdrawing gas from its Storage account through Tennessee's facilities at the Bear Creek Storage Field if COMPANY has posted a notice of such limitation for operational conditions on its electronic bulletin board. For purposes of this section, a storage season is defined as the period of April 1 through the following September 30 and the period of October 1 through the following March 31.

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

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

Superseding: Third Revised Sheet No. 80

RATE SCHEDULE CSS

Contract Storage Service

Section 9(d) (continued)

- (d) SHIPPER shall not be charged a Transportation Charge for the volume of gas delivered to Tennessee at the Bear Creek Storage Field from a Storage account pursuant to this Section 9; provided, however, that SHIPPER shall pay all volumetric surcharges assessed under Section 3 of Rate Schedules FT, FT-NN or IT on gas withdrawn from a Storage account for subsequent delivery, including but not limited to the ACA charge. To the extent COMPANY charged SHIPPER the GRI volumetric surcharge on gas injected into Storage which is subsequently delivered to Tennessee at Bear Creek Storage Field, COMPANY shall credit said surcharge to SHIPPER'S bill.
- (e) Nothing contained herein changes SHIPPER'S obligation to pay the Injection Charge, Withdrawal Charge and associated fuel under this Rate Schedule.

10. FACILITIES

Should SHIPPER request the installation or modification of the facilities necessary to perform the firm storage service requested hereunder and agree to reimburse COMPANY for the cost thereof, and should COMPANY agree to install said facilities or to modify its existing facilities pursuant to SHIPPER'S request, it is agreed that COMPANY will construct and install, or cause to be constructed and installed, said facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities. In the event SHIPPER does not agree to pay the costs of installing or modifying said facilities, COMPANY may agree to construct or modify such facilities so long as such facilities are constructed or modified on a nondiscriminatory basis for similarly situated SHIPPERS. Whether said facilities will provide a benefit to all SHIPPERS using COMPANY'S Storage facilities such that it is appropriate to include the cost of said facilities in COMPANY'S general system rates will be determined in the rate proceeding in which COMPANY proposes to include such costs in its general system rates. It is understood and agreed that title to and ownership of said facilities shall remain in COMPANY, and COMPANY shall operate such facilities as part of its natural gas system.

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FERC Docket: RS92- 10-006

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

Superseding: Original Sheet No. 81

RATE SCHEDULE CSS
Contract Storage Service

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions contained in this Tariff, and any future modifications, additions or deletions thereto, are applicable to the storage services rendered under this Rate Schedule and, by this reference, are incorporated herein, except for the provisions of Sections 1 (h-n), 2, 6, 10, 12.5, 13.1, 14.1 (a-e, g-h), 16, 17, 19, 21 and 28-35 and Appendices A, D, G, H, and J thereof. If and to the extent the provisions of this Rate Schedule conflict with the provisions of said General Terms and Conditions, the provisions of this Rate Schedule shall prevail.

Effective Date: 11/29/1999 Status: Effective

FERC Docket: RP00- 52-000

First Revised Sheet No. 82 First Revised Sheet No. 82 : Effective

Superseding: Original Sheet No. 82

RATE SCHEDULE ISS

Interruptible Storage Service

1. AVAILABILITY

- (a) This Rate Schedule is available to any person ("SHIPPER") who requests storage of natural gas on an interruptible basis from Southern Natural Gas Company ("COMPANY") provided that:
 - (i) COMPANY has sufficient capacity and is able to provide the storage service requested;
 - (ii) SHIPPER has complied with the requirements of Section 7 hereof; and
 - (iii) SHIPPER and COMPANY have executed a Service Agreement for service under this Rate Schedule.
- (b) COMPANY will utilize its Muldon Storage Field in Mississippi and/or its interest in the Bear Creek Storage Field in Louisiana (collectively "Storage") to provide service under this Rate Schedule.
- (c) COMPANY is not obligated to construct, modify, or acquire facilities to perform storage services under this Rate Schedule. In the event that COMPANY determines that it will construct facilities that will result in the expansion of its pipeline system, COMPANY shall offer the proposed expansion capacity to all shippers on a non-discriminatory basis.
- (d) SHIPPER is responsible for arranging for the separate transportation of its gas to and from Storage.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all interruptible storage services rendered by COMPANY for SHIPPER pursuant to Part 284 of the Federal Energy Regulatory Commission's ("Commission") Regulations and pursuant to the Service Agreement for storage service under this Rate Schedule.
- (b) The injection and withdrawal of the gas received by COMPANY on SHIPPER'S behalf for storage under this Rate Schedule shall be on an interruptible basis. Service hereunder may be interrupted pursuant to Section 8.3 of the General Terms and Conditions and on four (4)

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

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

Superseding: First Revised Sheet No. 83

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

hours' notice to CUSTOMER whenever COMPANY, in its sole judgment, deems such interruption necessary due to operating conditions or system requirements, or to maintain the integrity of the system or to assure that COMPANY can render service to higher priority customers.

- (c) Services provided under this Rate Schedule shall have a priority subordinate to any and all firm services provided by COMPANY. If nominations for service under this Rate Schedule exceed on any day COMPANY'S available capacity to provide such services that day, COMPANY shall allocate available capacity among all SHIPPERS which have a currently effective ISS Service Agreement based on the rate paid for such service, and then pro rata among SHIPPERS paying the same rate. For negotiated rate transactions in which SHIPPER is paying a rate higher than the maximum rate SHIPPER shall be deemed to be paying the maximum rate for purposes of allocating capacity. In the event a SHIPPER paying less than the maximum rate elects to pay the maximum rate applicable to its service on any day when its capacity would otherwise be allocated, SHIPPER'S ISS service will be queued up with other maximum rate ISS services, SHIPPER must make such election by the nomination deadline for the day capacity is to be allocated. Capacity shall be allocated hereunder on a daily or such other periodic basis as is necessary for COMPANY to assure service to its customers in accordance with the priorities set out herein and to meet the operational requirements on its system.

In the event COMPANY notifies SHIPPER of an interruption of service under this Rate Schedule, SHIPPER must cease deliveries to or receipts of gas from COMPANY, in whole or in part, as directed by COMPANY. COMPANY may also require SHIPPER within the time period specified by COMPANY, which period shall be no less than five

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FERC Docket: RP04-494-000

Third Revised Sheet No. 84 Third Revised Sheet No. 84 : Effective

Superseding: Second Revised Sheet No. 84

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

(5) days, to withdraw all or part of its gas from Storage. COMPANY'S notice shall specify the quantity of gas to be withdrawn by SHIPPER. For each day COMPANY is unable to accept SHIPPER'S nomination to withdraw gas from Storage, the period specified by COMPANY for withdrawal shall be extended a corresponding number of days. If SHIPPER fails by the end of the period designated by COMPANY to withdraw the specified quantity of gas, or transfer such quantity pursuant to the options set forth in Section 7(f) hereof, any remaining balance at the end of said period shall be forfeited to COMPANY free and clear of any liens or claims.

(d) Service under this Rate Schedule shall consist of:

(i) the receipt and injection into Storage of the gas delivered at the Storage Point on SHIPPER'S behalf under a transportation agreement;

(ii) the storage of SHIPPER'S gas in the Storage fields; and

(iii) the withdrawal of SHIPPER'S gas from Storage and delivery of such gas on SHIPPER'S behalf at the Storage Point for further transportation under a transportation agreement.

(e) The terms of this Rate Schedule shall apply equally to gas purchased by SHIPPER from COMPANY and gas purchased by SHIPPER from a third party.

(f) SHIPPER may sell its storage gas hereunder to any purchaser so long as SHIPPER adheres to the procedures set forth herein for the transfer or withdrawal of such gas.

(g) SHIPPER may use its storage service hereunder to correct the net aggregate monthly imbalance for which SHIPPER is responsible under Section 14.1(a) of the General Terms and Conditions of COMPANY'S Tariff.

3. DEFINITIONS

The following terms shall have the meanings defined below:

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Sixth Revised Sheet No. 85 Sixth Revised Sheet No. 85 : Effective

Superseding: Fifth Revised Sheet No. 85

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

Section 3(a) (continued)

- (a) Storage Inventory - The actual quantity of gas SHIPPER has in Storage on any day.
- (b) Storage Point - The point or points on COMPANY'S system, as more particularly specified in the Service Agreement, at which COMPANY receives gas for injection into or delivers gas withdrawn from Storage, whichever is applicable.

4. RATES AND CHARGES

- (a) For storage service rendered for SHIPPER each month under this Rate Schedule, SHIPPER shall pay COMPANY the following:
 - (i) Average Daily Balance Charge: The applicable rate set forth on the currently effective Sheet Nos. 21 or 32 multiplied by SHIPPER'S average daily balance of gas in Storage during the month.
 - (ii) Injection Charge: The applicable rate set forth on the currently effective Sheet Nos. 21 or 32 multiplied by the aggregate quantities of gas injected for SHIPPER's account pursuant to the nomination procedures contained in Section 5 of this Rate Schedule on each day during the month.
 - (iii) Withdrawal Charge: The applicable rate set forth on the currently effective Sheet Nos. 21 or 32 multiplied by the aggregate quantities of gas withdrawn for SHIPPER's account pursuant to the nomination procedures contained in Section 6 of this Rate Schedule on each day during the month.
- (b) In addition to the charge specified above, SHIPPER shall pay to COMPANY as a fuel charge for performing storage services hereunder
 - (1) a percentage of the daily quantity of gas injected for SHIPPER'S

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Eighth Revised Sheet No. 86 Eighth Revised Sheet No. 86 : Effective

Superseding: Seventh Revised Sheet No. 86

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

Section 4(b) (continued)

account and (2) a percentage of the daily quantity of gas withdrawn for SHIPPER'S account. The percentage of the quantity of gas to be retained by COMPANY on injection and withdrawal shall be set forth on the currently effective Sheet Nos. 21 or 32 and shall be made effective only at the beginning of a month.

- (c) The rates which are stated on the currently effective Sheet Nos. 21 or 32 are the maximum rates applicable to the service provided under this Rate Schedule and the range represented by the maximum and minimum rates stated for such service. SHIPPER shall pay the maximum rate for service under this Rate Schedule unless COMPANY, in its reasonable judgment, offers to discount the maximum rates to SHIPPER under this Rate Schedule, or unless the parties have agreed to a Negotiated Rate under Section 34 of the General Terms and Conditions. Any discount or Negotiated Rate agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit C or Exhibit D, to the Service Agreement, respectively, and shall be made on a not unduly discriminatory basis. In the case of a discount, it shall be
- granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions.
- The rate for service under this Rate Schedule shall not be discounted below the applicable minimum
- rate specified on the currently effective Sheet Nos. 21 or 32.
- (d) The foregoing charges are to be paid to COMPANY in addition to all charges incurred under the applicable rate schedule for the transportation of gas to be injected into and/or withdrawn from Storage for SHIPPER'S account.

5. INJECTION PROCEDURES

- (a) SHIPPER, or its agent designated in an executed agency agreement, shall nominate gas for injection under this Rate Schedule by notifying COMPANY of the daily quantity of gas expressed in Dth it has available for injection at the Storage Point pursuant to the nomination procedures set forth in Section 12 of the General Terms and Conditions by designating deliveries under SHIPPER'S transportation agreement or a third party's transportation agreement into Storage. In the event the nomination for injection into storage for SHIPPER'S account is made by a third party shipper under its own transportation agreement pursuant to the requirements of Section 12 of the General Terms and Conditions, the third-party shipper's transportation nomination must designate deliveries into SHIPPER'S applicable Storage contract account number.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP00-514-000

Second Revised Sheet No. 87 Second Revised Sheet No. 87 : Effective

Superseding: First Revised Sheet No. 87

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

- (b) SHIPPER and COMPANY may establish uniform nominations of daily quantities of gas to be injected for SHIPPER'S account under this Rate Schedule, subject to changes in the accompanying transportation nominations on behalf of SHIPPER. If a uniform nomination is established, SHIPPER shall not be required to nominate, or cause to be nominated, deliveries of gas for injection on a daily basis until it desires to effect a change in the nominations scheduled by COMPANY for injection. Notice of a changed nomination shall be given in accordance with Section 5(a) of this Rate Schedule.
- (c) After receiving notice of the nominations requested, or cause to be requested, by SHIPPER, COMPANY shall advise SHIPPER of the quantities of gas it will accept for injection into Storage by one (1) hour prior to the effective time for which the nominations have been made. Nominated quantities shall be scheduled in accordance with the priorities established in Section 2(c) above. Subject to Section 8.3 of the General Terms and Conditions, COMPANY shall not change the quantities of gas it will inject into Storage on SHIPPER'S behalf during any day of service, except upon four (4) hours' prior notice to SHIPPER.
- (d) The injection of gas by COMPANY and the delivery of gas for SHIPPER'S account to Storage shall be performed at hourly rates as constant as operationally feasible throughout the day and the parties shall use best efforts to achieve such uniform hourly rates of flow.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP00-514-000

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

Superseding: Second Revised Sheet No. 88

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

- (e) An account of SHIPPER'S current Storage Inventory will be provided on a monthly basis on SHIPPER'S bill and an estimated Storage Inventory utilizing SHIPPER'S daily nominations will be made available on a daily basis on SoNet as soon as such information is available for posting.

6. WITHDRAWAL PROCEDURES

- (a) SHIPPER, or its agent designated in an executed agency agreement, shall nominate gas for withdrawal under this Rate Schedule by notifying COMPANY of the daily quantity of gas expressed in Dth it desires to withdraw from Storage pursuant to the nomination procedures set forth in Section 12 of the General Terms and Conditions by designating receipts from storage under SHIPPER'S transportation agreement or a third party's transportation agreement. In the event the nomination for withdrawal from Storage for SHIPPER'S account is made by a third party shipper under its own transportation agreement pursuant to the requirements of Section 12 of the General Terms and Conditions, the third-party shipper's transportation nomination must designate receipts from SHIPPER'S applicable Storage contract account number.
- (b) SHIPPER and COMPANY may establish uniform nominations of daily quantities of gas to be withdrawn for SHIPPER'S account under this Rate Schedule, subject to changes in the accompanying transportation nominations on behalf of SHIPPER. If a uniform nomination is established, SHIPPER shall not be required to nominate, or cause to be nominated, withdrawals of gas on a daily basis until it desires to effect a change in the nominations scheduled by COMPANY for withdrawal. Notice of a changed nomination shall be given in accordance with Section 6(a) of this Rate Schedule.
- (c) After receiving notice of the nominations requested, or caused to be requested, by SHIPPER, COMPANY shall advise SHIPPER of the quantities of gas it will withdraw from Storage for SHIPPER'S account not less than one (1) hour prior to the effective time for which the nominations have been made. Nominated quantities shall be scheduled in accordance with the priorities established in

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FERC Docket: RP98-363-000

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

Superseding: Original Sheet No. 89

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

Section 2(c) above. Subject to Section 8.3 of the General Terms and Conditions, COMPANY shall not change the quantities of gas it will withdraw from Storage on SHIPPER'S behalf during any day of service except upon four (4) hour's prior notice to SHIPPER.

- (d) SHIPPER may have gas withdrawn from Storage only to the extent of SHIPPER'S estimated Storage Inventory; provided, however, that if SHIPPER has Storage Inventory in its CSS storage account, COMPANY shall transfer automatically sufficient Storage Inventory to support SHIPPER'S ISS withdrawal for that day of ISS service.
- (e) The withdrawal of gas by COMPANY and the receipt of gas for SHIPPER'S account from Storage shall be performed at hourly rates as constant as operationally feasible throughout the day and the parties shall use their best efforts to achieve such uniform hourly rates of flow.

7. OTHER CONDITIONS OF SERVICE

- (a) Requests for service under this Rate Schedule shall be provided in writing to COMPANY in the format set forth in Appendix B to the General Terms and Conditions to the attention of the Transportation Services Department, Post Office Box 2563, Birmingham, Alabama 35202, and shall contain all of the information required on such form to be deemed a valid request. SHIPPER further agrees to provide such information as COMPANY may require from time to time for purposes of filing reports of SHIPPER'S storage service with regulatory or governmental agencies.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-002

First Substitute First Rev. Sheet No. 90 First Substitute First Rev. Sheet No. 90 : Effective
Superseding:

First Revised Sheet No. 90
RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

- (b) Completed requests will be entered into the Log as of the date and time each request is received by COMPANY'S Customer Services Department. In the event SHIPPER makes substantive revision(s) to the information after the initial request and before execution of a Service Agreement, the request will be deemed to be received as of the date of the last revision.
- (c) Subject to the provisions of Sections 7(d) and 7(e) below, within five (5) business days after its receipt of all of the information required in Section 7(a) above, COMPANY shall prepare and tender to SHIPPER for execution a Service Agreement for this Rate Schedule in the pro forma format included in this Tariff. If SHIPPER does not execute the Service Agreement and return it to COMPANY within thirty (30) days after the date tendered, SHIPPER'S request for service under this Rate Schedule shall be deemed null and void, and any existing Service Agreement which was to be replaced by the unexecuted Service Agreement shall continue in full force and effect as written.
- (d) COMPANY shall not be required to perform services under this Rate Schedule for any SHIPPER who is or has become insolvent, or who fails to demonstrate creditworthiness, or who fails to make payments pursuant to Section 15 of the General Terms and Conditions (except if SHIPPER has disputed a bill and made provision for such payment in accordance with Section 15.3 of the General Terms and Conditions). SHIPPER may receive service under this Rate Schedule, however, if SHIPPER makes a security deposit in an amount equal to the cost of performing the maximum storage service requested by SHIPPER hereunder for a three (3) month period, furnishes good and sufficient surety, as determined by COMPANY in its reasonable discretion, in an

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FERC Docket: RS92- 10-003

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

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

amount equal to the cost of performing the maximum storage service requested by SHIPPER hereunder for a three (3) month period, or furnishes a guaranty from a creditworthy party that said creditworthy party will be responsible for payment of all liabilities of SHIPPER under its ISS Service Agreement.

- (e) COMPANY shall not be obligated to accept any request for interruptible storage service unless adequate Storage, withdrawal and injection capacity is available without the construction of additional facilities by COMPANY.
- (f) Upon the termination of storage service hereunder, SHIPPER must withdraw its Storage Inventory within a reasonable period, as specified by COMPANY in a nondiscriminatory manner. For each day COMPANY is unable to accept SHIPPER'S nomination to withdraw gas from Storage, the period specified by COMPANY for withdrawal shall be extended a corresponding number of days. In lieu of withdrawing its Storage Inventory, SHIPPER can also attempt to sell its Storage Inventory to another ISS SHIPPER, subject to the provisions of this Rate Schedule, or to a SHIPPER under Rate Schedule CSS with available Storage capacity. Until SHIPPER'S Storage Inventory is withdrawn or transferred, SHIPPER will continue to pay COMPANY all rates and charges hereunder. If SHIPPER fails to withdraw or transfer its entire Storage Inventory by the end of the specified period, COMPANY shall retain and take title, at no cost to COMPANY, to SHIPPER'S remaining Storage Inventory.

8. TRANSFER PROCEDURES

SHIPPER, or its agent designated in an executed agency agreement, may nominate gas for transfer into its Storage account hereunder from another SHIPPER'S Storage Inventory subject to the provisions of this Rate Schedule and COMPANY'S receipt of a matching nomination from the other SHIPPER to transfer gas from its Storage Inventory. SHIPPER, or its agent, may also nominate gas for transfer from its Storage Inventory hereunder into another SHIPPER'S Storage account so long as such nomination does not exceed SHIPPER'S Storage Inventory and COMPANY receives a matching

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FERC Docket: RP00-476-004

Third Revised Sheet No. 92 Third Revised Sheet No. 92 : Effective
Superseding: Second Revised Sheet No. 92

RATE SCHEDULE ISS
Interruptible Storage Service
(Continued)

nomination from the other SHIPPER to transfer gas into its Storage account. Each nomination to transfer gas between Storage accounts must be tendered electronically via SoNet Premier or by facsimile to COMPANY'S Pipeline Customer Services Department pursuant to the nomination deadlines set forth in Section 12 of the General Terms and Conditions. It is provided, however, that if the validity of a transportation nomination which is due during the same nomination period depends on the transfer of storage taking place first, then the matching Storage transfer nominations must be submitted through SoNet to COMPANY'S Pipeline Customer Services Department at any time prior to the nomination deadline for which the transfer is requested to be effective. All nominations to transfer gas between Storage accounts shall be submitted in the format set forth in Appendix I to the General Terms and Conditions.

9. PROCEDURES TO WITHDRAW GAS FROM BEAR CREEK STORAGE FIELD FOR DELIVERY TO
TENNESSEE GAS PIPELINE COMPANY

(a) From time to time SHIPPER may wish to receive gas for injection into its Storage account from or withdraw gas from its Storage account for delivery to Tennessee Gas Pipeline Company's ("Tennessee") share of the jointly owned pipeline interconnecting Tennessee's system with Bear Creek Storage Field. SHIPPER must comply with the following procedures in order for its receipts from and deliveries to Tennessee at said interconnect to qualify for the rates set forth in Section 9(d) below. It is agreed that this provision in no manner disaggregates SHIPPER'S Storage account between COMPANY'S Storage fields.

(b) COMPANY shall establish a unique Receipt Point code for receipts of gas directly from Tennessee at the Bear Creek Storage Field and a unique Delivery Point Code for deliveries directly from Bear Creek Storage Field to Tennessee. SHIPPER must utilize, or cause to be utilized, these codes when it nominates to receive gas from or deliver gas to Tennessee at the Bear Creek Storage Field for the further purposes of this provision.

Otherwise, the procedures for nominating gas for injection into or withdrawal from SHIPPER'S Storage account, and any accompanying transportation nominations on COMPANY'S system, shall be the same as set forth in Sections 5 and 6 above, respectively. SHIPPER recognizes that COMPANY'S obligation to receive gas from or deliver gas to Tennessee at the Bear Creek Storage Field for SHIPPER'S account is limited by (i) the provisions of Section 9(c) below, (ii) receipt of a confirmation from Tennessee that it has received a valid, matching nomination for SHIPPER'S account and (iii) the quantity of gas scheduled by Tennessee for receipt from or delivery to Bear Creek Storage Field for SHIPPER'S account.

(c) COMPANY is not obligated to accept SHIPPER's request for such transfer unless it can accommodate the request solely through gas or capacity physically located in the Bear Creek Storage Field at the time of the request.

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-004

Second Revised Sheet No. 93 Second Revised Sheet No. 93 : Effective

Superseding: First Revised Sheet No. 93

RATE SCHEDULE ISS

Interruptible Storage Service

(Continued)

- (d) SHIPPER shall not be charged a Transportation Charge for the volume of gas delivered to Tennessee at the Bear Creek Storage Field from a Storage account pursuant to this Section 9; provided, however, that SHIPPER shall pay all volumetric surcharges assessed under Section 3 of Rate Schedules FT, FT-NN or IT on gas withdrawn from a Storage account for subsequent delivery, including but not limited to the ACA charge. To the extent COMPANY charged SHIPPER the GRI volumetric surcharge on gas injected into Storage which is subsequently delivered to Tennessee at Bear Creek Storage Field, COMPANY shall credit said surcharge to SHIPPER'S bill.
- (e) Nothing contained herein changes SHIPPER'S obligation to pay the Injection Charge, Withdrawal Charge and associated fuel under this Rate Schedule.

10. FACILITIES

Should SHIPPER request the installation or modification of the facilities necessary to perform the interruptible storage service requested hereunder and agree to reimburse COMPANY for the cost thereof, and should COMPANY agree to install said facilities or to modify its existing facilities pursuant to SHIPPER'S request, it is agreed that COMPANY will construct and install, or cause to be constructed and installed, said facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities. In the event SHIPPER does not agree to pay the costs of installing or modifying said facilities, COMPANY may agree to construct or modify such facilities so long as such facilities are constructed or modified on a nondiscriminatory basis for similarly situated SHIPPERS. Whether said facilities will provide a benefit to all SHIPPERS using COMPANY'S Storage facilities such that it is appropriate to include the cost of said facilities in COMPANY'S general system rates will be determined in the rate proceeding in which COMPANY proposes to include such costs in its general system rates. It is understood and agreed that title to and ownership of said facilities shall remain in COMPANY, and COMPANY shall operate such facilities as part of its natural gas system.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions contained in this Tariff, and any future modifications, additions or deletions thereto, are applicable to the storage services rendered under this Rate Schedule and, by this reference, are incorporated herein, except for the provisions of Sections 1(h-n), 2, 6, 10, 12.5, 13, 14.1(a-e, g-h), 16, 17, 19, 20, 21, 22 and 28-35 and Appendices A, D, G, H, and J thereof. If and to the extent the provisions of this Rate Schedule conflict with the provisions of said General Terms and Conditions, the provisions of this Rate Schedule shall prevail.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 94 Original Sheet No. 94 : Effective

RATE SCHEDULE MSS
Merchant Sales Service

1. APPLICABILITY

This Rate Schedule MSS shall apply to all firm and interruptible sales services rendered by Southern Natural Gas Company ("COMPANY") under the blanket certificate of public convenience and necessity granted to COMPANY pursuant to 18 C.F.R. Section 284.284(a) and the order of the Federal Energy Regulatory Commission ("Commission") issued in Docket No. RS92-10. Service under this Rate Schedule MSS shall be available to any gas purchaser ("CUSTOMER") pursuant to such blanket certificate with which COMPANY has entered into a Sales Service Agreement pursuant to this Rate Schedule MSS.

2. UNBUNDLED SALES SERVICE

The sales service rendered pursuant to this Rate Schedule MSS shall be sold separately from COMPANY'S transportation service. Except for sales made by the Pipeline Division to readjust the level of its storage gas inventory as a result of the purchase of transportation imbalances pursuant to Section 14 of the General Terms and Conditions, all sales of gas by COMPANY under this Rate Schedule MSS shall be made at a point where it has not been transported on COMPANY'S pipeline system.

3. STANDARDS OF CONDUCT

Service under this Rate Schedule MSS shall be provided pursuant to the "Standards of conduct for unbundled sales service" in 18 C.F.R. Section 284.286.

4. SALES SERVICE AGREEMENT

Sales service under this Rate Schedule MSS shall be available only on the condition and to the extent that COMPANY and CUSTOMER have agreed, each acting in its sole discretion, to such service and have executed a written Sales Service Agreement that contains the terms, conditions, rates and fees applicable to such service. COMPANY shall

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FERC Docket: RS92- 10-003

Original Sheet No. 95 Original Sheet No. 95 : Effective

RATE SCHEDULE MSS
Merchant Sales Service
(Continued)

have no obligation to provide sales service for any quantity of gas or period of time except to the extent it has specifically agreed to do so in a Sales Service Agreement made in accordance with this Section 4. When a Sales Service Agreement between COMPANY and CUSTOMER expires, COMPANY is authorized to abandon the sales service to which such Sales Service Agreement relates without the requirements of any approval by the Commission for such abandonment except for that contained in the blanket certificate referred to in Section 1 of this Rate Schedule MSS.

5. TERMS, CONDITIONS, RATES AND FEES APPLICABLE

The terms, conditions, rates and fees applicable to service provided under this Rate Schedule MSS shall be those terms, conditions, rates and fees to which COMPANY and CUSTOMER have agreed in the Sales Service Agreement between them relating to such service as described in Section 4 of this Rate Schedule MSS.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 95A Original Sheet No. 95A : Effective

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

1. AVAILABILITY

This Rate Schedule is available for the parking and loaning of natural gas on an interruptible, non-discriminatory basis by Southern Natural Gas Company ("COMPANY") to any party ("SHIPPER"):

- (a) which has submitted a valid Park and Loan ("PAL") Service Request Form; and
- (b) which has executed a PAL Form of Service Agreement ("PAL Agreement") for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by COMPANY for SHIPPER. PAL services under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum of thirty-one (31) days, or a term otherwise mutually agreed upon by both COMPANY and SHIPPER. The term and quantity(ies) of each PAL Agreement shall be set forth in the executed PAL Agreement. PAL transactions will occur at a Point of Transaction ("PT") according to the zone specified by SHIPPER. The PT will not be a physical Receipt or Delivery Point on COMPANY's system, but it will be a paper point in each of COMPANY's rate zones. Such PAL transaction shall be nominated from or to a PT to or from a supply pool under a Supply Pool Balancing Agreement or to or from a Service Agreement under Rate Schedules FT, FT-NN, or IT; provided, however, any gas which has been parked must be nominated from the PT where the gas is parked to a supply pool in the same zone or to a transportation agreement that has capacity in the same zone as the PT.

2.1 Service under this rate schedule will be provided as follows:

- (i) Park Service: Park Service is an interruptible service which provides for:
 - (a) COMPANY's receipt of gas quantities that have been delivered by SHIPPER to a PT on COMPANY's system;
 - (b) COMPANY holding the parked quantities on COMPANY's system; and

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Second Revised Sheet No. 95B Second Revised Sheet No. 95B

Superseding: First Revised Sheet No. 95B

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- (c) COMPANY's return of parked quantities of gas to SHIPPER at the PT in the zone where SHIPPER delivered the gas.

COMPANY shall hold the quantity of gas parked under the PAL Agreement for SHIPPER up to the term as specified in the executed PAL Agreement. COMPANY shall then return such parked gas to SHIPPER at the PT where SHIPPER tendered gas to COMPANY, subject to the nomination procedures set forth in Section 4 of this Rate Schedule.

- (ii) Loan Service: Loan Service is an interruptible service which provides for:

- (a) SHIPPER's receipt of gas quantities from COMPANY at a PT on COMPANY's system; and
- (b) SHIPPER's return of the loaned gas quantities to COMPANY at the PT where SHIPPER received the gas.

COMPANY shall make the quantity of gas loaned under the PAL Agreement available at the PT for a time period up to the maximum term as specified in the executed PAL Agreement. Loaned quantities shall be returned to COMPANY at the PT where SHIPPER received gas, subject to the nomination procedures set forth in Section 4 of this Rate Schedule.

- (iii) The combination of (i) and (ii) above under the same PAL Agreement.

2.2 The parking and loaning of natural gas under this Rate Schedule shall be on an interruptible basis and shall be scheduled when and to the extent that COMPANY determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to COMPANY's firm or interruptible transportation or storage services.

2.3 Service under this Rate Schedule will be made available on a first come, first served basis, to any SHIPPER willing and able to pay maximum rates or such other rate mutually agreed upon by COMPANY and SHIPPER, subject to all applicable provisions of the General Terms and Conditions of COMPANY's Tariff. COMPANY shall be under no obligation to provide service under this Rate Schedule at less than the maximum rate.

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

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- (c) COMPANY's return of parked quantities of gas to SHIPPER at the PT in the zone where SHIPPER delivered the gas.

COMPANY shall hold the quantity of gas parked under the PAL Agreement for SHIPPER up to the term as specified in the executed PAL Agreement. COMPANY shall then return such parked gas to SHIPPER at the PT where SHIPPER tendered gas to COMPANY, subject to the nomination procedures set forth in Section 4 of this Rate Schedule.

- (ii) Loan Service: Loan Service is an interruptible service which provides for:

- (a) SHIPPER's receipt of gas quantities from COMPANY at a PT on COMPANY's system; and
- (b) SHIPPER's return of the loaned gas quantities to COMPANY at the PT where SHIPPER received the gas.

COMPANY shall make the quantity of gas loaned under the PAL Agreement available at the PT for a time period up to the maximum term as specified in the executed PAL Agreement. Loaned quantities shall be returned to COMPANY at the PT where SHIPPER received gas, subject to the nomination procedures set forth in Section 4 of this Rate Schedule.

- (iii) The combination of (i) and (ii) above under the same PAL Agreement.

2.2 The parking and loaning of natural gas under this Rate Schedule shall be on an interruptible basis and shall be scheduled when and to the extent that COMPANY determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to COMPANY's firm or interruptible transportation or storage services.

2.3 Service under this Rate Schedule will be made available on a first come, first served basis, to any SHIPPER willing and able to pay maximum rates or such other rate mutually agreed upon by COMPANY and SHIPPER, subject to all applicable provisions of the General Terms and Conditions of COMPANY's Tariff. COMPANY shall be under no obligation to provide service under this Rate Schedule at less than the maximum rate.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 95C Original Sheet No. 95C : Effective

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 2.4 COMPANY shall not be required to provide service under this Rate Schedule that would require COMPANY to install, operate or maintain any additional facilities.

3. QUALIFICATIONS FOR SERVICE

In addition to the information provided in the PAL Agreement, SHIPPER also shall provide the following information to COMPANY with its initial request for service:

- (i) Certification - Certification from SHIPPER that:
- (a) SHIPPER will warrant for itself, its successors and assigns, that it will at the time of delivery to COMPANY have title to all gas free and clear of all liens, encumbrances, and claims whatsoever. SHIPPER will indemnify COMPANY and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons or parties to said gas, including claims for royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to COMPANY under this Rate Schedule; and
 - (b) it has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service on COMPANY's system.
- (ii) Credit information - SHIPPER shall furnish credit information as prescribed in Section 2.1(a)(ix) of the General Terms and Conditions.

4. NOMINATIONS AND SCHEDULING

- 4.1 SHIPPER shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in Section 12.1(c) of the General Terms and Conditions of this tariff. SHIPPER shall nominate the agreed upon park or loan quantities at the PT. Such nominated quantities shall be subject to confirmation by COMPANY. The confirmed quantity shall be deemed the scheduled quantity provided that SHIPPER's corresponding gas supply or transportation service is scheduled.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Second Revised Sheet No. 95D Second Revised Sheet No. 95D

Superseding: First Revised Sheet No. 95D

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 4.2 The park or loan quantity of gas nominated on a daily basis shall equal the agreed upon daily quantity of gas stated in the PAL Agreement unless otherwise mutually agreed upon by both COMPANY and SHIPPER. The total park or loan quantity of gas shall equal the total park or loan quantity agreed upon in the PAL Agreement unless COMPANY and SHIPPER mutually agree to a different total quantity. COMPANY shall not schedule any overrun quantities under the PAL Agreement which encroach upon any services provided to other shippers. COMPANY may terminate the PAL Agreement if shipper nominates quantities other than either the daily or total quantity in the PAL Agreement or the mutually agreed upon quantity. COMPANY may decrease SHIPPER'S nominations to the extent SHIPPER consistently over nominates quantities that COMPANY has scheduled and SHIPPER fails to deliver to COMPANY.
 - 4.3 PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if COMPANY in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.
 - 4.4 If, on any day, SHIPPER nominates quantities of gas to be withdrawn from or deposited into its PAL account, but COMPANY is unable to confirm and schedule any of the quantities nominated, COMPANY shall suspend the Park and/or Loan Service rate charges for that quantity not scheduled until COMPANY is able to schedule the quantity nominated. Additionally, COMPANY and SHIPPER may mutually agree to extend the agreed upon term, in the event it is operationally feasible, if SHIPPER's account balance is not zero on the last day of the agreed upon term as set forth in the executed PAL Agreement in order to reach a zero balance.
5. NOTIFICATIONS, ALLOCATIONS AND LIMITATIONS
- 5.1 For purposes of restricting PAL services, COMPANY will give priority to PAL Agreements with the highest average rate on a per unit basis to COMPANY. Such unit rate shall be calculated by taking the total revenue generated during the term of the PAL Agreement and dividing by the total park and loan quantity to arrive at the average rate on a per unit basis. For purposes of calculating the average unit rate, SHIPPERS willing to pay more than the maximum rate listed on Sheet Number 25 of this tariff will be considered to be paying the maximum tariff rate. Service will be allocated or limited on a pro rata basis among SHIPPERS with the same average unit rate for PAL services.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

First Revised Sheet No. 95D First Revised Sheet No. 95D

Superseding: Substitute Original Sheet No. 95D

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 4.2 The park or loan quantity of gas nominated on a daily basis shall equal the agreed upon daily quantity of gas stated in the PAL Agreement unless otherwise mutually agreed upon by both COMPANY and SHIPPER. The total park or loan quantity of gas shall equal the total park or loan quantity agreed upon in the PAL Agreement unless COMPANY and SHIPPER mutually agree to a different total quantity. COMPANY shall not schedule any overrun quantities under the PAL Agreement which encroach upon any services provided to other shippers. COMPANY may terminate the PAL Agreement if shipper nominates quantities other than either the daily or total quantity in the PAL Agreement or the mutually agreed upon quantity. COMPANY may decrease SHIPPER'S nominations to the extent SHIPPER consistently over nominates quantities that COMPANY has scheduled and SHIPPER fails to deliver to COMPANY.
- 4.3 PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if COMPANY in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.
- 4.4 If, on any day, SHIPPER nominates quantities of gas to be withdrawn from or deposited into its PAL account, but COMPANY is unable to confirm and schedule any of the quantities nominated, COMPANY shall suspend the Park and/or Loan Service rate charges for that quantity not scheduled until COMPANY is able to schedule the quantity nominated. Additionally, COMPANY and SHIPPER may mutually agree to extend the agreed upon term, in the event it is operationally feasible, if SHIPPER's account balance is not zero on the last day of the agreed upon term as set forth in the executed PAL Agreement in order to reach a zero balance.

5. NOTIFICATIONS, ALLOCATIONS AND LIMITATIONS

- 5.1 For purposes of restricting PAL services, COMPANY will give priority to PAL Agreements with the highest average rate on a per unit basis to COMPANY. Such unit rate shall be calculated by taking the total revenue generated during the term of the PAL Agreement and dividing by the total park and loan quantity to arrive at the average rate on a per unit basis. For purposes of calculating the average unit rate, SHIPPERS willing to pay more than the maximum rate listed on Sheet Number 25 of this tariff will be considered to be paying the maximum tariff rate. Service will be allocated or limited on a pro rata basis among SHIPPERS with the same average unit rate for PAL services.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Second Revised Sheet No. 95E Second Revised Sheet No. 95E

Superseding: First Revised Sheet No. 95E

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 5.2 SHIPPER may be required, upon notification from COMPANY, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, SHIPPER may be required, upon notification from COMPANY, to remove quantities of gas previously provided to COMPANY under the Park Service, or return quantities of gas previously loaned to SHIPPER under the Loan Service. Such notification shall be made pursuant to the provisions of Section 18.3 of the General Terms and Conditions to this Tariff.
 - 5.3 Should COMPANY notify SHIPPER to remove or return quantities of gas pursuant to Section 5.2 above, COMPANY's notification shall specify the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned. Such notifications shall be consistent with COMPANY's operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of COMPANY's notification unless COMPANY and SHIPPER mutually agree to a different time frame.
 - 5.4 In the event SHIPPER makes a timely nomination in response to a notification by COMPANY pursuant to Section 5.3 above, the obligation of SHIPPER to comply with that notification shall be suspended until such time as COMPANY's operational conditions allow COMPANY to schedule the nomination.
6. RATES AND CHARGES
- 6.1 The daily unit rate for service under this Rate Schedule is shown on the effective Sheet Number 25 of Volume No. 1 of this tariff. This rate shall be applied to the daily balance in SHIPPER's PAL account for each separate transaction for each day service is tendered by COMPANY. The monthly charges for PAL services shall be the product of the quantities of gas in SHIPPER's PAL account for each separate transaction and the maximum or mutually agreed upon rate for the applicable day(s) service is provided by COMPANY. Charges shall commence on the first day of the agreed upon transaction and continue until SHIPPER's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 5.2 SHIPPER may be required, upon notification from COMPANY, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, SHIPPER may be required, upon notification from COMPANY, to remove quantities of gas previously provided to COMPANY under the Park Service, or return quantities of gas previously loaned to SHIPPER under the Loan Service. Such notification shall be made pursuant to the provisions of Section 18.3 of the General Terms and Conditions to this Tariff.
 - 5.3 Should COMPANY notify SHIPPER to remove or return quantities of gas pursuant to Section 5.2 above, COMPANY's notification shall specify the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned. Such notifications shall be consistent with COMPANY's operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of COMPANY's notification unless COMPANY and SHIPPER mutually agree to a different time frame.
 - 5.4 In the event SHIPPER makes a timely nomination in response to a notification by COMPANY pursuant to Section 5.3 above, the obligation of SHIPPER to comply with that notification shall be suspended until such time as COMPANY's operational conditions allow COMPANY to schedule the nomination.
6. RATES AND CHARGES
- 6.1 The daily unit rate for service under this Rate Schedule is shown on the effective Sheet Number 25 of Volume No. 1 of this tariff. This rate shall be applied to the daily balance in SHIPPER's PAL account for each separate transaction for each day service is tendered by COMPANY. The monthly charges for PAL services shall be the product of the quantities of gas in SHIPPER's PAL account for each separate transaction and the maximum or mutually agreed upon rate for the applicable day(s) service is provided by COMPANY. Charges shall commence on the first day of the agreed upon transaction and continue until SHIPPER's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Third Revised Sheet No. 95F Third Revised Sheet No. 95F

Superseding: Second Revised Sheet No. 95F

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 6.2 The rates which are stated on the currently effective Sheet Nos. 25 or 33 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule, unless COMPANY, in its reasonable judgment, offers to discount its rates to SHIPPER under this Rate Schedule, or unless the parties have agreed to a Negotiated Rate as provided below. Any discount agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit A to the Service Agreement, and shall be made on a not unduly discriminatory basis. Any discount granted hereunder shall only be applicable for the period agreed upon by COMPANY. At the end of such period, the otherwise maximum rates or charges shall govern the service provided to SHIPPER hereunder. Any discount shall be granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions. The rates for service under this Rate Schedule shall not be discounted below the applicable minimum rates specified on the currently effective Sheet Nos. 25 or 33.
- 6.3 Notwithstanding any provision of COMPANY's effective tariff to the contrary, COMPANY and SHIPPER may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of COMPANY's effective tariff. If COMPANY agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this tariff as "Negotiated Rate[s]"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by COMPANY.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Second Revised Sheet No. 95F Second Revised Sheet No. 95F

Superseding: First Revised Sheet No. 95F

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 6.2 The rates which are stated on the currently effective Sheet Nos. 25 or 33 set forth the maximum rates applicable to each service provided under this Rate Schedule, and the range represented by the maximum and minimum rates stated for each such service. SHIPPER shall pay the maximum rates for service under this Rate Schedule, unless COMPANY, in its reasonable judgment, offers to discount its rates to SHIPPER under this Rate Schedule, or unless the parties have agreed to a Negotiated Rate as provided below. Any discount agreed to by COMPANY and the effective period thereof shall be stated on an executed Exhibit A to the Service Agreement, and shall be made on a not unduly discriminatory basis. Any discount granted hereunder shall only be applicable for the period agreed upon by COMPANY. At the end of such period, the otherwise maximum rates or charges shall govern the service provided to SHIPPER hereunder. Any discount shall be granted consistent with the applicable provisions of Section 42 of the General Terms and Conditions. The rates for service under this Rate Schedule shall not be discounted below the applicable minimum rates specified on the currently effective Sheet Nos. 25 or 33.
- 6.3 Notwithstanding any provision of COMPANY's effective tariff to the contrary, COMPANY and SHIPPER may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of COMPANY's effective tariff. If COMPANY agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this tariff as "Negotiated Rate[s]"), then the Negotiated Rate[s] shall be effective only for the period agreed upon by COMPANY.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 95G Original Sheet No. 95G : Effective

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

7. PENALTIES

7.1 Park Service:

- (a) In the event any of the following occurs, parked quantities shall become the property of COMPANY at no cost to COMPANY, free and clear of any adverse claims:
 - (i) COMPANY's prevailing operations require COMPANY to notify SHIPPER that deliveries of parked quantities must be suspended or be reduced, and SHIPPER fails to comply with such notification; and/or
 - (ii) COMPANY's prevailing operations require COMPANY to notify SHIPPER that all or part of SHIPPER's parked quantities must be removed, and SHIPPER fails to comply within the specified time frame; and/or
 - (iii) the PAL account reflects a positive balance at the termination date of the executed PAL Agreement and COMPANY and SHIPPER have not otherwise agreed to extend the termination date; and/or
 - (iv) SHIPPER does not comply with the terms of the parked transaction.
- (b) If, pursuant to Section 7.1(a)(i), COMPANY notifies SHIPPER that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of COMPANY at no cost to COMPANY, free and clear of any adverse claims.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-001

Substitute Original Sheet No. 95H Substitute Original Sheet No. 95H : Effective
Superseding: Original Sheet No. 95H

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- (ii) COMPANY's prevailing operations require COMPANY to notify SHIPPER that all or part of SHIPPER's loaned quantities must be returned to COMPANY, and SHIPPER fails to comply within the specified time frame; and/or
 - (iii) the PAL account reflects a negative balance at the termination date of the executed PAL Agreement and COMPANY and SHIPPER have not otherwise agreed to extend the termination date; and/or
 - (iv) SHIPPER does not comply with the terms of the loaned transaction.
- (b) If, pursuant to Section 7.2(a)(i), COMPANY notifies SHIPPER that receipt of SHIPPER's loaned quantities must be suspended or be reduced, only those quantities loaned in violation of the notification shall be sold to SHIPPER at 150% of the highest weekly index price as provided above.
- (c) In the event the operational conditions on COMPANY's system permit, COMPANY, at its option, may forego its rights under Section 7.2(a)(iii) above provided that SHIPPER agrees to implement a new PAL transaction at a new negotiated rate(s) for a period specified by COMPANY. COMPANY's agreement to enter into a new transaction for a new period as provided above shall not forego COMPANY's rights under this section at the termination date of the new PAL transaction.
- (d) In the event that a PAL account for Loan service reflects a positive balance at the termination date of the executed PAL Agreement, those overpaid quantities shall become the property of COMPANY at no cost to COMPANY free and clear of any adverse claims.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-001

Substitute Original Sheet No. 95I Substitute Original Sheet No. 95I : Effective
Superseding: Original Sheet No. 95I

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

- 7.3 If on a consistent basis for a period of one or more days, SHIPPER's deliveries to or receipts from the PT are less than or exceed the scheduled quantities such that SHIPPER is encroaching on other shipper's services, COMPANY may cancel the PAL transaction.
- 7.4 At any time that operational conditions on the system require SHIPPER to respond to that condition by complying with an operational flow order, COMPANY may issue an operational flow order, as the applicable circumstances may allow pursuant to the relevant provisions of the operational flow orders set forth in Section 41 of the General Terms and Conditions of this Tariff. The terms of the relevant provisions listed in Section 41 of the General Terms and Conditions shall apply to service under this Rate Schedule. COMPANY may not issue an operational flow order until it has complied with the applicable notice provisions set forth in the relevant tariff provisions.
8. GENERAL TERMS AND CONDITIONS
- The provisions of the General Terms and Conditions of COMPANY's FERC Gas Tariff, currently effective Volume No. 1, as such may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PAL and shall apply to services rendered hereunder as stated herein.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Second Revised Sheet No. 95F.01 Second Revised Sheet No. 95F.01

Superseding: First Revised Sheet No. 95F.01

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

6.3 (continued)

During such period, the Negotiated Rate(s) shall govern and apply to the SHIPPER's service and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate(s), shall not apply to, or be available to, the SHIPPER. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to SHIPPER. Only those rates, rate components, charges, or credits identified by COMPANY and SHIPPER in writing as being superseded by a Negotiated Rate(s) shall be ineffective during the period that the Negotiated Rate(s) is in effect; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or COMPANY's tariff shall remain in effect. COMPANY shall make any filings at the FERC necessary to effectuate a Negotiated Rate(s).

6.4

Notwithstanding the fact that the charge to be paid by SHIPPER hereunder is a daily charge, COMPANY shall bill Shipper for the charges incurred hereunder on a monthly basis unless COMPANY has agreed to bill SHIPPER according to an alternate payment schedule such as at the end or beginning of the PAL transaction. If applicable, COMPANY may also agree to bill SHIPPER a fixed monthly charge or an agreed upon total charge for the PAL transaction utilizing a variable daily rate provided that such variable daily rate does not exceed COMPANY's applicable maximum rate.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

First Revised Sheet No. 95F.01 First Revised Sheet No. 95F.01

Superseding: Original Sheet No. 95F.01

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

6.3 (continued)

During such period, the Negotiated Rate(s) shall govern and apply to the SHIPPER's service and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate(s), shall not apply to, or be available to, the SHIPPER. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to SHIPPER. Only those rates, rate components, charges, or credits identified by COMPANY and SHIPPER in writing as being superseded by a Negotiated Rate(s) shall be ineffective during the period that the Negotiated Rate(s) is in effect; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or COMPANY's tariff shall remain in effect. COMPANY shall make any filings at the FERC necessary to effectuate a Negotiated Rate(s).

6.4

Notwithstanding the fact that the charge to be paid by SHIPPER hereunder is a daily charge, COMPANY shall bill Shipper for the charges incurred hereunder on a monthly basis unless COMPANY has agreed to bill SHIPPER according to an alternate payment schedule such as at the end or beginning of the PAL transaction. If applicable, COMPANY may also agree to bill SHIPPER a fixed monthly charge or an agreed upon total charge for the PAL transaction utilizing a variable daily rate provided that such variable daily rate does not exceed COMPANY's applicable maximum rate.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-001

Substitute Original Sheet No. 95G.01 Substitute Original Sheet No. 95G.01 : Effective
Superseding: Original Sheet No. 95G.01

RATE SCHEDULE PAL
PARK AND LOAN SERVICES (continued)

7.1 Park Service (continued)

- (c) In the event the operational conditions on COMPANY's system permit, COMPANY, at its option, may forego its rights under Section 7.1(a) (iii) above provided that SHIPPER agrees to implement a new PAL transaction at a new negotiated rate(s) for a period specified by COMPANY. COMPANY's agreement to enter into a new transaction for a new period as provided above shall not forego COMPANY's rights under this section at the termination date of the new PAL transaction.
- (d) In the event that a PAL account for Park Service reflects a negative balance at the termination date of the executed PAL Agreement, those overdrawn quantities shall be sold to SHIPPER at 150% of the highest weekly index price per dth, as provided in Section 7.2(a) below, during the term of the transaction.

7.2 Loan Service

- (a) In the event any of the following occurs, loaned quantities shall be sold to SHIPPER at 150% of the highest weekly index price per dth established under Natural Gas Intelligence's Average Weekly Price Index, Southern Natural - Louisiana, during the term of the agreed upon transaction:
 - (i) COMPANY's prevailing operations require COMPANY to notify SHIPPER that receipt of SHIPPER's loaned quantities must be suspended or be reduced, and SHIPPER continues to nominate loaned quantities; and/or

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FERC Docket: RP97-137-010

Second Revised Sheet No. 96 Second Revised Sheet No. 96 : Effective

Superseding: First Revised Sheet No. 96
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings defined below:

- (a) Natural Gas or Gas - Natural gas processed or unprocessed, vaporized liquid natural gas, synthetic gas, or any mixture of these gases which meets the quality specifications set out in Section 3 of these General Terms and Conditions.
- (b) Day - A period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time. The date of a day shall be that of its beginning.
- (c) Month - A period beginning on the first day of the calendar month and ending on the commencement of the first day of the next succeeding calendar month.
- (d) Btu - A British Thermal Unit measured at a pressure of 14.73 psia at 60 degrees Fahrenheit (101.325kPa and 15 degrees Celsius) on a dry basis.
- (e) MMBtu - 1,000,000 Btu's. One MMBtu is equivalent to one dekatherm.
- (f) Cubic Foot - The quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60 degrees Fahrenheit on a dry basis. (For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees Celsius, and dry.)
- (g) Mcf - 1,000 cubic feet of natural gas.
- (h) Liquids - Those hydrocarbon liquids (commonly called "condensate") produced in association with gas sold to SHIPPER which are injected into COMPANY'S pipeline system and are finally removed from COMPANY'S pipeline system at a liquid separation facility; provided, however, that liquids shall not include crude oil.
- (i) Liquefiabiles - Those hydrocarbons produced in conjunction with gas sold to SHIPPER and included in the gas stream measured at the Receipt Point which are liquefied by, recovered by, lost and/or

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FERC Docket: RP04-523-000

Fourth Revised Sheet No. 97 Fourth Revised Sheet No. 97 : Effective
Superseding: Third Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS
(Continued)

consumed by a gas processing plant and which are not redelivered to COMPANY'S pipeline system downstream of such plant.

- (j) Transportation Demand (TD) - The maximum volume of gas that COMPANY shall be obligated to receive and deliver on any day pursuant to a Service Agreement under the FT Rate Schedule or FT-NN Rate Schedule. The Transportation Demand shall be stated in the Service Agreement in Mcf.
- (k) (Reserved for Future Use)
- (l) Daily Entitlement - The total quantity of gas which SHIPPER is entitled to take from COMPANY on any day, consisting of the sum of the following quantities:
 - (1) The quantity of gas scheduled by COMPANY for delivery to SHIPPER under Rate Schedule FT;
 - (2) The quantity of gas scheduled by COMPANY for delivery to SHIPPER under Rate Schedule FT-NN;
 - (3) The quantity of gas scheduled by COMPANY for delivery to SHIPPER under Rate Schedule IT; and
 - (4) The maximum quantity of no notice service available to SHIPPER under Rate Schedule FT-NN.
- (m) Maximum Daily Receipt Quantity (MDRQ) - For each Receipt Point, the maximum quantity of gas which COMPANY is obligated to accept for transportation for SHIPPER'S account. The MDRQ shall be specified on Exhibit A, if applicable, to the Service Agreement between COMPANY and SHIPPER. For all interruptible and alternate firm services, the MDRQ is the lesser of (i) the maximum quantity of gas COMPANY is capable of receiving at said point based on design capacity or historical operations, as may change from time to time, or (ii) the Transportation Demand or scheduled quantity, as applicable.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Eighth Revised Sheet No. 98 Eighth Revised Sheet No. 98 : Effective
Superseding: Seventh Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS
(Continued)

Section 1(n) (continued)

- (n) Maximum Daily Delivery Quantity (MDDQ) - For each Delivery Point, the maximum quantity of gas which COMPANY is obligated to deliver for SHIPPER'S account. The MDDQ shall be specified on Exhibit B to the Service Agreement between COMPANY and SHIPPER. For all interruptible and alternate firm services, the MDDQ is the lesser of (i) the maximum quantity of gas COMPANY is capable of delivering at said point based on design capacity or historical operations, as may change from time to time, or (ii) the Transportation Demand or scheduled quantity, as applicable.
- (o) SoNet Premier - COMPANY'S electronic computer system as more specifically described in Section 27 hereof. SoNet Premier is also referred to herein, from time to time, as SoNet or Premier.
- (p) Dekatherm (Dth) - The standard quantity for purposes of nominations, confirmation, scheduling, invoicing, balancing and rates in the United States. One Dth is equivalent to one MMBtu.
- (q) Central Clock Time (CCT) - The time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise specified herein, all times stated in this tariff are Central Clock Time. "Birmingham, Alabama, time" shall mean Central Clock Time.
- (r) Business day - Monday through Friday, excluding Federal Banking holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.
- (s) Critical notices - Those notices issued by COMPANY which contain information about conditions that affect scheduling of service by COMPANY or adversely affect scheduled gas flow.
- (t) NAESB- North American Energy Standards Board.
- (u) NAESB Standard - The standards issued by NAESB and adopted by the Federal Energy Regulatory Commission in its regulations governing interstate natural gas companies.
- (v) Operational Flow Orders (OFO) - An order issued to alleviate conditions, inter alia, which threaten the safe operations or system integrity of COMPANY'S system or to maintain operations required to provide efficient and reliable firm service. Whenever COMPANY experiences these conditions, any pertinent order shall be referred to as an OFO. A list of

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FERC Docket: RP01-216-000

Third Revised Sheet No. 98A Third Revised Sheet No. 98A : Effective

Superseding: Second Revised Sheet No. 98A

GENERAL TERMS AND CONDITIONS
(Continued)

Section 1(v) (continued)

COMPANY'S current types of OFOs are set forth in Section 41 of these General Terms and Conditions.

- (w) Ranked PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the line item nomination with the lowest rank value is allocated before the next sequentially higher-ranked line item nomination.
- (x) Pro Rata PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the total quantity to be allocated is multiplied by the ratio established by taking each scheduled line item and dividing it by the total line items applicable to the quantity to be allocated.
- (y) Percentage PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the allocation is derived by taking the total quantity to be allocated at a location and multiplying it by the percentage provided for each line item.
- (z) Swing PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where one of the scheduled line items, or alternatively a separate contract, is designated as the "swing." All other scheduled line items are allocated the scheduled quantity. The line item(s) identified as "swing" are allocated the remaining difference between the total quantity to be allocated and quantities allocated to non-swing line items, in accordance with the instructions provided with the PDA. The swing line item(s)/contract is not permitted to be allocated a quantity which would result in a negative number, therefore any negative quantity is allocated to the remaining scheduled line items on a pro rata basis.
- (aa) Operator Provided Value (OPV) PDA - the predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where a quantity in Dth is provided for each scheduled line item nomination such that the sum of the quantities equals the metered flow at the point. If the sum of the Dth quantities allocated to the scheduled line item nominations at the point is different from the total Dth quantity metered at the point, the difference will be allocated to a designated swing contract. The swing contract will be allocated the difference in accordance with the instructions provided with the Swing PDA.

Effective Date: 03/01/2001 Status: Effective

FERC Docket: RP01-216-000

Original Sheet No. 98B Original Sheet No. 98B : Effective

- (bb) Gigajoule - The standard quantity for nominations, confirmations and scheduling per gas day in Canada. One gigajoule is equivalent to 1,000,000,000 joules. For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard joule is the joule specified in the SI System of Units.
- (cc) Gigacalorie - The standard quantity for nominations, confirmations and scheduling per gas day in Mexico. One gigacalorie is equivalent to 1,000,000,000 calories. For commercial purposes, the standard conversion factor between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The reporting basis for gigacalorie is 1.035646 Kg/cm² and 15.6 degrees C and dry.

2. INQUIRIES AND CONDITIONS FOR SERVICE

- 2.1 Any inquiries regarding the availability of transportation service and the rates charged for such service should be directed to COMPANY'S Customer Services Department. COMPANY shall inform each potential shipper inquiring about service as to the availability of and rates applicable to a particular service and shall mail to any potential shipper interested in service a copy of COMPANY'S transportation Rate Schedules, as appropriate, the General Terms and Conditions, and the transportation rates applicable thereto as contained in COMPANY'S FERC Gas Tariff, Seventh Revised Volume No. 1. The procedures for submitting valid requests for transportation service are as follows.

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Sixth Revised Sheet No. 99 Sixth Revised Sheet No. 99 : Effective

Superseding: Fifth Revised Sheet No. 99

GENERAL TERMS AND CONDITIONS
(Continued)

Section 2.1(a) (continued)

- (a) Requests for transportation under Rate Schedules FT, FT-NN, IT or LTA shall be provided in writing to COMPANY in the format set out in Appendix A to the General Terms and Conditions to the attention of the COMPANY'S Customer Services Department, Post Office Box 2563, Birmingham, Alabama 35202. To be considered a valid request for service, service must be requested to begin within ninety (90) days under Rate Schedule IT or within sixty (60) days under Rate Schedule FT or FT-NN, except if the request involves the completion of construction by COMPANY of any necessary facilities or the issuance of any necessary certificate authorization to COMPANY or if the request is a bid submitted as part of an open season initiated by COMPANY as provided below in Section 2.1(b) (iv). The request shall contain all of the following information to be deemed a valid request.
 - (i) Full legal name of SHIPPER, identity of the SHIPPER, DUN & BRADSTREET (DUNS) number, address, contact person, 24-hour telephone number or beeper number, 24-hour facsimile machine number (if available), three (3) contact persons for emergencies, type of legal entity, and if a corporation, state of incorporation;
 - (ii) For service under Rate Schedule FT or FT-NN, the Transportation Demand requested.
 - (iii) Requested term of service, including proposed commencement and termination dates;
 - (iv) For service under Rate Schedules FT or FT-NN, the name and Receipt Point Code Number (if known) or detailed description of each firm Receipt Point and Maximum Daily Receipt Quantity at each Receipt Point requested;
 - (v) For each firm Receipt Point, if requested by COMPANY the name of the pipeline, gatherer, production facilities operator, or other entity delivering the gas into COMPANY'S system (which information is not required until the Service Agreement

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Third Revised Sheet No. 100 Third Revised Sheet No. 100 : Effective

Superseding: Second Revised Sheet No. 100

GENERAL TERMS AND CONDITIONS

(Continued)

is executed), the name of the production facilities operator, and a contact person and 24-hour telephone and facsimile machine number(s) for that entity;

- (vi) For service under Rate Schedule FT or FT-NN, the name and Delivery Point Code Number(if known) or detailed description of each Delivery Point requested, the Maximum Daily Delivery Quantity at each Delivery Point, and for each Delivery Point, if requested by COMPANY, the name of the pipeline, local distribution company, or other entity receiving the gas from COMPANY (which information is not required until the Service Agreement is executed), and the name of a contact person and 24-hour telephone and facsimile machine number(s) for that entity;
- (vii) A certification by SHIPPER that SHIPPER has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service under a transportation Service Agreement with COMPANY;
- (viii) A certification by SHIPPER that SHIPPER has title or a current contractual right to acquire title to the gas to be delivered to COMPANY;
- (ix) Most recent audited financial statements, annual report, Form 10-K, a list of affiliates and three (3) credit references and the names of two representatives who are authorized to receive notices regarding SHIPPER's creditworthiness, including the e-mail addresses of such representatives, in order to enable COMPANY to evaluate SHIPPER'S creditworthiness. Written requests and response for this credit information should be provided by e-mail, unless other forms of communication are otherwise agreed upon by COMPANY and SHIPPER. The obligation of COMPANY to provide creditworthiness notification is waived until SHIPPER provides COMPANY with e-mail addresses. The SHIPPER shall manage internal distribution of any such confirmations;

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Sixth Revised Sheet No. 101 Sixth Revised Sheet No. 101 : Effective

Superseding: Fifth Revised Sheet No. 101

GENERAL TERMS AND CONDITIONS
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- (x) The affiliation, if any, of SHIPPER with COMPANY.
- (b) Allocation of Capacity: Firm capacity on COMPANY'S system that is available or turned back to COMPANY from time to time shall be allocated pursuant to the following procedures:
 - (i) Subject to all requirements for submitting a valid request for firm service herein and subject to the requirements of Section 20 of the General Terms and Conditions hereto, firm capacity will be allocated to the valid request(s) that generate the highest net present value ("NPV") to COMPANY. When two or more requests for service are being evaluated under this section, requests evaluated at the same time shall be considered together under the same criteria. Net present value will be determined based on the discounted cash flow of revenues to COMPANY produced, lost, or affected by the request(s) for service. In determining the highest net present value, COMPANY will consider objective criteria only. Such criteria may include, without limitation, the Transportation Demand requested, the duration of the service requested, the date on which the requested service would commence, the applicable Reservation Charge, and such other factors available based on the requests for service received by COMPANY, including the cost(s) or cost of service attributable to any facilities required by COMPANY to provide the service. COMPANY may calculate the NPV on a per unit basis by dekatherm or on a total revenue basis. The NPV shall include only revenues generated by the reservation rate component or other form of revenue guarantee, as proposed by the bidder(s). With respect to evaluating bids at less than the maximum lawful rate, COMPANY reserves the right to evaluate bids based on the percent of the maximum rate bid. For negotiated rate bids proposing a reservation rate or other form of revenue guarantee, which exceeds the maximum applicable reservation rate, the net present value calculated for the bid may not exceed a net present value that is calculated assuming that the maximum applicable reservation rate shall be in effect during the full term proposed in the bid, in place of the reservation rate(s) or other revenue guarantee(s) proposed in the bid. As used in this Section, "revenue guarantee" shall mean a volumetric or usage rate bid along with a minimum throughput commitment. In performing a net present value evaluation of a negotiated rate bid proposing a volumetric or usage rate along with a minimum throughput commitment, Seller shall consider only the fixed costs proposed to be recovered through the volumetric or usage rate bid in addition to any reservation rate included in the bid. The net present value discount factor used by COMPANY will be applied consistently to all requests for capacity being evaluated at the same time. COMPANY may specify a maximum term to be bid. For purposes of its NPV evaluation, COMPANY may consider the aggregate NPVs of two or more bids.

Third Revised Sheet No. 101A Third Revised Sheet No. 101A : Effective
Superseding: 2nd Sub. First Revised Sheet No. 101A

GENERAL TERMS AND CONDITIONS
(Continued)

Section 2.1(b) (continued)

- (ii) If COMPANY receives two (2) or more requests for service that produce comparable net present values, then available capacity will be allocated to the comparable requests on a pro rata basis. A party must specify in its request whether it is willing to accept capacity on a pro rata basis pursuant to this Section. If any party declines to accept prorated capacity, such party's request shall be null and void and COMPANY shall be entitled to reallocate the available capacity among the other comparable requests.
- (iii) Capacity on Southern's system will be posted on SoNet Premier pursuant to Section 284.13(d)(1) of the Commission's Regulations as it becomes available. COMPANY must hold an open season at any time that a shipper makes a written request for available capacity, unless COMPANY has already held an open season for the available capacity within the previous twelve (12) months and the written request specifies a bid that is less than the reserve price that was established in the open season. COMPANY shall post the terms of the open season and the available capacity under the open season. For open seasons conducted under this Section, such open season shall be held for a minimum of three (3) business days for service terms of less than one year, a minimum of ten (10) business days for service terms of more than one year and a minimum of three (3) business days for requests for an amendment to primary Receipt Points or Delivery Points. During any such open season, COMPANY will allocate the capacity subject to the open season as provided in Section 2.1(b)(i) above. At the time of posting, COMPANY will identify the criteria to be used in calculating the Net Present Value, including, but not limited to, the weighing of each criteria, the method of calculating Net Present Value, and the discount factor to be used. COMPANY may elect to set a reserve price(s) for bids; provided, however, if COMPANY elects to do so it will (i) set such reserve price(s) at the time of posting and (ii) be able to demonstrate under reasonable means that it established such reserve price(s) at the time of posting. Delivery Point changes requested under Section 6.4 will be awarded according to this Section 2.1(b)(iii). In evaluating bids associated with the open season, any request for a change in primary Delivery Points under Section 6.4 of these General Terms and Conditions will be considered to have a net present value of zero (0) when comparing requests for service, awarding capacity, and meeting the reserve price unless the SHIPPER has agreed in conjunction with its request to increase its TD or extend the term of its firm contract in which case COMPANY may consider the terms of such TD increase or contract extension when evaluating the net present value.

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Fourth Revised Sheet No. 101B Fourth Revised Sheet No. 101B

Superseding: Second Revised Sheet No. 101B

GENERAL TERMS AND CONDITIONS

(Continued)

Section 2.1(b) (iii) (continued)

Receipt Point changes requested under Section 6.3 will be awarded according to this Section 2.1(b) (iii). Company will consider any requests by a SHIPPER to change primary Receipt Point(s) as part of a bid in an open season for the available capacity offered in the open season. In evaluating bids associated with the open season, any request for a change in the primary Receipt Point(s) will be considered to have a net present value of zero (0) when comparing requests for service, awarding capacity, and meeting the reserve price, unless the SHIPPER has agreed in conjunction with its request to increase its TD or extend the term of its firm contract in which case COMPANY may consider the terms of such TD increase or contract extension when evaluating the net present value.

Notwithstanding this Section 2.1(b) (iii), an open season for an amendment of primary Receipt Point(s) or Delivery Point(s) shall not be required:

- (1) when the change is necessitated by the proposed abandonment of facilities associated with a SHIPPER'S primary Receipt Point(s) or Delivery Point(s) to which change shall be effective on the date mutually agreed by COMPANY and SHIPPER or otherwise on the date the abandonment of facilities is effective;
 - (2) upon mutual agreement of COMPANY and SHIPPER when the award of capacity associated with the proposed change is possible only as the result of the amendment of SHIPPER's existing primary Receipt Point(s) or Delivery Point(s); or
 - (3) when the Receipt Point change is necessitated by the fact that the Receipt Point is not capable of flowing gas and SHIPPER has elected or is required to change its point as provided in the requirement in Section 6.1 of these General Terms and Conditions.
- (iv) COMPANY may enter into a pre-arranged agreement with any shipper for capacity that is available prior to holding an open season for that capacity, provided that COMPANY will indicate in the posting announcing the open season that the open season is subject to a pre-arranged transaction. For capacity that has not yet become available, COMPANY shall post the capacity coming available prior to entering into any pre-arranged transaction for the capacity. Once an open season for capacity has commenced, COMPANY may not enter into a pre-arranged transaction during the open season for the capacity included in the open season. Any shipper will have the right to submit a bid for the capacity in the open season. If a shipper submits a bid with a higher NPV to COMPANY than the pre-arranged transaction, the shipper with the pre-arranged transaction will have a one-time right, within two business days of notification by COMPANY, to match the NPV of the higher bid in order to obtain award of the capacity. If the shipper with the pre-arranged transaction elects not to match a higher competing bid, the capacity will be awarded to the bidder(s) with the highest NPV to COMPANY. Such NPV shall be determined pursuant to the procedures set forth in Section 1(b) (i) above and the criteria set forth in the open season. If the capacity is awarded to a shipper under the terms of a pre-arranged transaction, COMPANY shall post the following information:
- (1) the rate initially offered by COMPANY for the capacity;
 - (2) the rate agreed upon in the pre-arranged transaction; and
 - (3) the rate at which the capacity is awarded.

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FERC Docket: RP09-427-000

Third Revised Sheet No. 101B Third Revised Sheet No. 101B

Superseding: Second Revised Sheet No. 101B

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(Continued)

Section 2.1(b) (iii) (continued)

Receipt Point changes requested under Section 6.3 will be awarded according to this Section 2.1(b) (iii). Company will consider any requests by a SHIPPER to change primary Receipt Point(s) as part of a bid in an open season for the available capacity offered in the open season. In evaluating bids associated with the open season, any request for a change in the primary Receipt Point(s) will be considered to have a net present value of zero (0) when comparing requests for service, awarding capacity, and meeting the reserve price, unless the SHIPPER has agreed in conjunction with its request to increase its TD or extend the term of its firm contract in which case COMPANY may consider the terms of such TD increase or contract extension when evaluating the net present value.

Notwithstanding this Section 2.1(b) (iii), an open season for an amendment of primary Receipt Point(s) or Delivery Point(s) shall not be required:

- (1) when the change is necessitated by the proposed abandonment of facilities associated with a SHIPPER'S primary Receipt Point(s) or Delivery Point(s);
 - (2) upon mutual agreement of COMPANY and SHIPPER when the award of capacity associated with the proposed change is possible only as the result of the amendment of SHIPPER's existing primary Receipt Point(s) or Delivery Point(s); or
 - (3) when the Receipt Point change is necessitated by the requirement in Section 6.1 of these General Terms and Conditions.
- (iv) COMPANY may enter into a pre-arranged agreement with any shipper for capacity that is available prior to holding an open season for that capacity, provided that COMPANY will indicate in the posting announcing the open season that the open season is subject to a pre-arranged transaction. For capacity that has not yet become available, COMPANY shall post the capacity coming available prior to entering into any pre-arranged transaction for the capacity. Once an open season for capacity has commenced, COMPANY may not enter into a pre-arranged transaction during the open season for the capacity included in the open season. Any shipper will have the right to submit a bid for the capacity in the open season. If a shipper submits a bid with a higher NPV to COMPANY than the pre-arranged transaction, the shipper with the pre-arranged transaction will have a one-time right, within two business days of notification by COMPANY, to match the NPV of the higher bid in order to obtain award of the capacity. If the shipper with the pre-arranged transaction elects not to match a higher competing bid, the capacity will be awarded to the bidder(s) with the highest NPV to COMPANY. Such NPV shall be determined pursuant to the procedures set forth in Section 1(b) (i) above and the criteria set forth in the open season. If the capacity is awarded to a shipper under the terms of a pre-arranged transaction, COMPANY shall post the following information:
- (1) the rate initially offered by COMPANY for the capacity;
 - (2) the rate agreed upon in the pre-arranged transaction; and
 - (3) the rate at which the capacity is awarded.

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Third Revised Sheet No. 102 Third Revised Sheet No. 102 : Effective

Superseding: Second Revised Sheet No. 102

GENERAL TERMS AND CONDITIONS

(Continued)

- (v) All requests received during an open season remain binding on the requesting SHIPPER through the end of the open season unless withdrawn by the requesting SHIPPER; provided, however, a requesting SHIPPER may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting SHIPPER nor an affiliate thereof may submit a request with a lower net present value during the open season. At the end of the open season, all requests either withdrawn or not accepted shall be deemed null and void. COMPANY will evaluate the bids and notify the winning bidder within ten (10) business days of the close of the open season. If the SHIPPER awarded the capacity does not execute a Service Agreement within the time set forth below in Section 2.1(c), then COMPANY may elect to offer the capacity to other SHIPPERS as provided above. If there is no other acceptable bid, the SHIPPER awarded the capacity shall be obligated to pay COMPANY the applicable Reservation Charge for the capacity requested in the bid based on the terms of the bid through the end of the term specified in the bid or until such time that COMPANY can successfully award the capacity to an acceptable replacement bidder. COMPANY shall post the winning bid and the method of evaluating the winning bid on SoNet Premier within twenty-four (24) hours after the award has been made.
- (vi) To the extent COMPANY has available unsubscribed capacity, COMPANY shall have the right, but not the obligation, to reserve that capacity when it becomes available for any expansion projects provided that the open season for the expansion is conducted by the later of one (1) year from the date COMPANY posts such capacity as being reserved or one (1) year from the date such reserved capacity actually becomes available for use. COMPANY will post on SoNet Premier its intention to reserve any capacity for an expansion; and, once it posts its intention to reserve such capacity COMPANY shall not award such capacity independent from such expansion unless and until it posts a notice on SoNet Premier rescinding its decision to reserve the capacity. COMPANY 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. For such interim-term agreements, COMPANY reserves the right to limit Shipper's extension rights under its service agreement with COMPANY or ROFR rights under Article 20 to these General Terms and Conditions up to the proposed in-service date of the expansion project. COMPANY will indicate in any open season posting for the interim capacity any limitations on ROFR or extension rights that will apply to such interim service agreement(s).

Second Revised Sheet No. 102A Second Revised Sheet No. 102A : Effective
Superseding: First Revised Sheet No. 102A

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- (vii) Notwithstanding the net present value determination, COMPANY 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 COMPANY'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 COMPANY.
- (c) Within five (5) business days, or a mutually agreed-upon time, after accepting the request as provided above subject to the provisions of Sections 2.1(a), 2.1(b), and 2.1(d) of this section, COMPANY shall prepare and tender to SHIPPER for execution a Service Agreement under the applicable transportation Rate Schedule in the pro forma format attached to this tariff. If SHIPPER fails to execute and return to COMPANY the Service Agreement within ten (10) business days of the date received by SHIPPER, where the terms of the Service Agreement are identical to the request or bid submitted by the SHIPPER, or fifteen (15) business days where the terms of the Service Agreement have changed from the request or bid submitted by the SHIPPER, then COMPANY may deem the request for service null and void, and the available capacity will then be reallocated according to Section 2.1(b) (iv) above.
- (d) COMPANY shall not be required to perform services under a transportation Service Agreement for any SHIPPER who (i) is or has become insolvent, (ii) fails to demonstrate creditworthiness either before initiation of service or on an ongoing basis after initiation of service, or (iii) fails to make payments pursuant to Section 15 hereof (except if SHIPPER has disputed a bill and made provision for such payment in accordance with Section 15.3 hereof). If, during the ongoing credit evaluation process following initiation of service, COMPANY should desire additional credit information from SHIPPER, COMPANY will provide the reason(s) to SHIPPER for requesting such additional information unless COMPANY and SHIPPER have mutually agreed to waive this requirement. COMPANY and SHIPPER shall comply with the following guidelines for credit evaluation:
 - (A) COMPANY shall designate on its website or by written notice, two representatives who are authorized to receive notice and information regarding SHIPPER's creditworthiness, and COMPANY shall manage internal distribution of any such information;

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Original Sheet No. 102B Original Sheet No. 102B : Effective

GENERAL TERMS AND CONDITIONS
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(B) COMPANY shall designate a date that the credit information is due from SHIPPER;

(C) Upon receipt of either an initial or follow-up request from COMPANY for credit evaluation information, SHIPPER's authorized representatives should acknowledge receipt of COMPANY's request unless COMPANY and SHIPPER have mutually agreed to waive this requirement. The SHIPPER's obligation to provide conformation of receipt is met by sending such confirmation to the representatives described in Section 2.1(d)(A) above;

(D) SHIPPER shall provide COMPANY with all the credit information requested by COMPANY's designated due date, or provide to COMPANY the reason(s) why the information cannot be provided;

(E) Once COMPANY receives all required credit information from SHIPPER, COMPANY will notify SHIPPER's authorized representatives (s) of such receipt unless COMPANY and SHIPPER have mutually agreed to waive this requirement;

(F) If SHIPPER is determined to be non-creditworthy by COMPANY, SHIPPER may initiate with COMPANY a re-evaluation of its credit. As part of this re-evaluation process SHIPPER should either update or confirm in writing the prior information provided to COMPANY related to SHIPPER's creditworthiness. This update should include any event(s) that SHIPPER believes could lead to a material change in its creditworthiness;

(G) After COMPANY receives SHIPPER's request for re-evaluation, including the information in (D) above, COMPANY will provide SHIPPER with a written response within five (5) Business Days, which will include either a determination of SHIPPER's creditworthiness status clearly stating the reason(s) for COMPANY's decision, or will provide SHIPPER with an explanation supporting a future date when a re-evaluation determination will be made. This re-evaluation process will not exceed twenty (20) Business Days from the date of the receipt of SHIPPER's request, unless COMPANY and SHIPPER mutually agree to some later date.

In lieu of the above credit requirements, such SHIPPER may receive service if SHIPPER makes a security deposit in an amount equal to the

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Superseding: First Revised Sheet No. 103

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cost of performing the maximum transportation service requested by SHIPPER for a three (3) month period, furnishes good and sufficient surety, as determined by COMPANY in its reasonable discretion, in an amount equal to the cost of performing the maximum transportation service requested by SHIPPER for a three (3) month period, or furnishes a guaranty from a creditworthy party that said creditworthy party will be responsible for payment of all charges and penalties assessed by COMPANY but not paid by SHIPPER. COMPANY shall not be required to perform services under a PAL Service Agreement for any SHIPPER who is or has become insolvent, or who fails to demonstrate creditworthiness, or who fails to make payments pursuant to Section 15 hereof (except if SHIPPER has disputed a bill and made provision for such payment in accordance with Section 15.3 hereof); provided, however, such SHIPPER may receive service if SHIPPER makes a security deposit or furnishes good and sufficient surety in an amount equal to the quantity of the gas to be parked or loaned at the value of the gas per dth, for a period of three months, or provides COMPANY with a guaranty from a creditworthy party that said creditworthy party will be responsible for the value of the gas including payment of all charges and penalties assessed by COMPANY but not paid by SHIPPER.

- (e) Subject to other provisions of COMPANY'S firm transportation Rate Schedules and these General Terms and Conditions, Receipt Point(s) may be added to or deleted from Exhibit A to a Service Agreement, Delivery Point(s) may be added to or deleted from Exhibit B to a Service Agreement if the additional Delivery Point(s) are in the same zone as the current Delivery Points, the Maximum Daily Receipt Quantities or Maximum Daily Delivery Quantities may be increased or decreased, or the term of any Service Agreement may be extended wherein the parties have agreed to an "evergreen" or "rollover" provision; provided that the Transportation Demand specified in the Service Agreement is not increased. Such changes shall not affect SHIPPER'S priority of service under a firm transportation Rate Schedule. To request any of the changes to a Service Agreement specified above, SHIPPER shall submit a request in writing on the form set forth in Section 2.1(a) above.
- (f) It is recognized that the conversion to transportation services in lieu of bundled sales services will not result in the freeing up of equivalent firm capacity on each portion of COMPANY'S system. COMPANY shall not be obligated to accept any request for firm transportation service unless adequate firm capacity is available without the construction of additional facilities by COMPANY on every portion of COMPANY'S

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system (including Receipt and Delivery Point(s)) which would be
utilized in such transportation and throughout the year.

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Superseding: Original Sheet No. 105
 GENERAL TERMS AND CONDITIONS
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This sheet is reserved for future use.

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Second Revised Sheet No. 106 Second Revised Sheet No. 106 : Effective

Superseding: First Revised Sheet No. 106

GENERAL TERMS AND CONDITIONS
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- 2.2 If SHIPPER wishes to (i) sell gas under more than one transportation Service Agreement from an aggregate of Receipt Points ("Supply Pool"), or (ii) purchase gas from a seller that is selling gas from a Supply Pool under Article 7 of a transportation Service Agreement with COMPANY, or (iii) provide or receive title transfer tracking ("TTT") services on COMPANY's pipeline system, SHIPPER shall enter into, or cause each of its aforementioned sellers or TTT service providers to enter into, a Supply Pool Balancing Agreement in the format set forth in Appendix D to the General Terms and Conditions. At least ten (10) days prior to the date SHIPPER desires to nominate quantities of gas for purchase or sale from a Supply Pool pursuant to Article 7 (or Article 6, as applicable) of SHIPPER'S Service Agreement, or to provide title transfer tracking services, SHIPPER shall provide, or cause its seller or TTT service providers to provide, as appropriate, a request for a Supply Pool Balancing Agreement. The request shall be submitted to COMPANY'S Customer Services Department, P. O. Box 2563, Birmingham, Alabama 35202, and shall include the following information to be deemed a valid request:
- (1) Full legal name of requesting party, Dun and Bradstreet number, identity of the party (e.g. marketer, producer, etc.), complete addresses for notices, dispatching and invoices, contact person and telephone number, 24-hour facsimile machine number, three (3) contact persons and a 24-hour telephone or beeper number for emergencies, type of legal entity and, if a corporation, the state of incorporation;
 - (2) Whether the Supply Pool Balancing Agreement will be used to:
 - (i) aggregate supplies from Receipt Points for delivery into transportation Service Agreements and other Supply Pool Balancing Agreements ("Tier I Supply Pool") or
 - (ii) aggregate supplies from Receipt Points and other Supply Pool Balancing Agreements for delivery into transportation Service Agreements ("Tier II Supply Pool"); or
 - (iii) provide TTT services on COMPANY's system; and

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Fifth Revised Sheet No. 107 Fifth Revised Sheet No. 107 : Effective

Superseding: Fourth Revised Sheet No. 107

GENERAL TERMS AND CONDITIONS
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- (3) Most recent audited financial statement, annual report, Form 10-K, a list of affiliates and three (3) credit references in order to enable COMPANY to evaluate the requesting party's creditworthiness. Upon receipt of all of the required information and a determination of creditworthiness or the provision of approved credit support as set forth in Section 2.1(d) above, COMPANY shall prepare and tender to the requesting party a Supply Pool Balancing Agreement in the pro forma format set forth in Appendix D to these General Terms and Conditions. This Agreement must be executed, complete and unrevised, before the requesting party shall be eligible to sell gas from its Supply Pool under Article 7 of a transportation Service Agreement or provide TTT services on COMPANY's system. The provisions of this Section 2.2 and the terms and conditions of the Supply Pool Balancing Agreement shall govern to the extent of any conflict with Article 7 or Exhibit D of a transportation Service Agreement.

3. QUALITY

3.1 The gas delivered for transportation under Rate Schedules FT, FT-NN and IT will be merchantable gas and will upon delivery by SHIPPER to COMPANY:

- (a) be free of objectionable liquids and solids and be commercially free from dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the gas in the course of transportation through the pipeline or which could cause inaccurate measurement;
- (b) not contain more than 200 grains of total sulfur or 3.0 grains of hydrogen sulfide per Mcf;
- (c) not contain more than 3% by volume of carbon dioxide or nitrogen or 1% of oxygen;
- (d) not contain more than 7 pounds of water per 1,000 Mcf;
- (e) have a temperature of not more than 120 degrees Fahrenheit, nor less than 40 degrees Fahrenheit;
- (f) have a gross heating value of at least nine hundred fifty (950) Btu per cubic foot of dry gas. The gross heating value of the gas shall be determined by a mutually acceptable test of one cubic foot of gas at a temperature of sixty degrees Fahrenheit and at a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute. Tests for such determination of heating value shall be conducted on a monthly basis, or such other intervals as determined necessary by COMPANY, by a method or methods to be mutually agreed upon; or

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Fourth Revised Sheet No. 108 Fourth Revised Sheet No. 108 : Effective

Superseding: Third Revised Sheet No. 108

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(Continued)

Section 3.1 (continued)

(g) have a cricondentherm hydrocarbon dew point temperature ("HDP") equal to or less than the specification posted on SoNet Premier as a "Hydrocarbon Dew Point Limitation" as it becomes necessary from time to time to prevent hydrocarbon condensation in COMPANY's system or from deliveries to its customers in order to ensure that the gas redelivered will be merchantable as provided in Section 3.2 below. COMPANY will use certain monitoring points downstream of major gas supply sources on its system ("Monitoring Points") to measure the quantity of equivalent gallons of liquid per mcf of gas of Hexanes and heavier (C6+) hydrocarbons in the gas stream ("GPM Factor"). The Monitoring Points will be located at COMPANY'S Enterprise Compressor Station on its South Main Line, the Rome No. 1 Meter Station on COMPANY'S facilities and those of Southern LNG Inc. in Chatham County, Georgia. The HDP calculations will be performed using the Peng Robinson equations of state. The Hexane plus values used in the HDP calculation will be verified on an annual basis using an extended analysis from samples taken at the Monitoring Points. COMPANY will use the actual GPM Factor at the Monitoring Points or a projected GPM Factor based on confirmed or reasonably anticipated events, e.g., a processing plant outage, in order to determine (i) whether a limitation is necessary, and (ii) what portion of COMPANY's system is affected by an excessive GPM Factor. COMPANY shall then determine the GPM Factor level that is necessary to ensure that liquefiable hydrocarbons do not condense out of the gas stream ("GPM Target"). The GPM Target will then be correlated to an HDP specification which will be included in the posting ("HDP Specification"). COMPANY shall establish groups of two or more meter stations that will be sampled at a common point in order to determine whether they meet the HDP Specification in the aggregate ("Aggregation Group"). All of the processing plants located on COMPANY's system near Toca, Louisiana, shall be referred to herein as the "Toca Plant." All of the Receipt Points located upstream of the Toca Plant shall constitute one such Aggregation Group. The gas supplies from the Receipt Points in such Aggregation Group will be sampled immediately downstream of the Toca Plant at a point before the first Receipt Point on COMPANY's facilities downstream of the Toca Plant. Other Aggregation Groups as established from time-to-time shall be posted on SoNet Premier. New Receipt Points will be automatically assigned to the existing Aggregation Group covering the geographical area where the point is located. COMPANY shall provide thirty (30) days notice with a posting on SoNet Premier to move a Receipt Point from one Aggregation Group to another and shall include in said posting the operational reasons for moving the Receipt Point. COMPANY shall attempt to minimize the use of HDP Limitation Notices and to the greatest degree possible, shall endeavor to implement the highest HDP for specific portions of its pipeline system as necessary to prevent hydrocarbon condensation based on operating conditions, and shall limit the duration of the HDP Limitation Notice to the extent possible. In assessing system operating conditions, COMPANY shall consider all relevant factors affecting hydrocarbon condensation, including specifically (i) the HDP at the Monitoring Point, (ii) events that could lead to hydrocarbon condensation, (iii) market demand (location and volume), (iv) supply diversity (location and volume), (v) the weather, and (vi) any opportunities within Southern's control to blend gas supplies. COMPANY will include in any posting pursuant to this section (1) the anticipated duration of the limitation; (2) the Receipt Point(s) and Aggregation Group(s) with their associated Receipt Point(s) on the system subject to the limitation; (3) the effective date and time by which parties have to conform to the limitation; (4) the latest available HDP at the Monitoring Points, all Aggregation Group(s) upstream of the affected Monitoring Point, all pipeline interconnections upstream of the affected Monitoring Point, and all Receipt Point(s) that have an HDP above the HDP Specification within the Aggregation Group(s) that has/have an HDP above the HDP Specification; and (5) the reason for the limitation, including the information utilized in deciding to issue the HDP Limitation Notice. Receipt Points delivering gas into COMPANY's system directly from well head production facilities where the actual flow during the calendar month immediately preceding the month in which the limitation notice is posted averaged 500 dth/d or less will be exempt from the limitation in any such posting. COMPANY will provide prior notice by posting the limitation at least two (2) days before the limitation will be effective. COMPANY will attempt to provide this notice prior to the beginning of the month in which the limitation is to be effective, but if such prior notice is not practicable, COMPANY will explain the reason in the posting why it was unable to give such notice prior to the beginning of the month. COMPANY shall accept gas entering the system at all Receipt Points and

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Second Revised Sheet No. 108A Second Revised Sheet No. 108A : Effective

Superseding: First Revised Sheet No. 108A

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(Continued)

Section 3.1(g) (continued)

*Aggregation Groups which conform to the posted HDP Specification set forth in the limitation posting. In the event that volumes of gas that do not meet the HDP Specification must be limited, COMPANY will schedule the gas under any limitation hereunder during COMPANY's regular NAESB scheduling cycles according to the following procedures:

(i) The total quantity of equivalent gallons of Hexanes and heavier (C6+) hydrocarbons contained in the gas stream at the Monitoring Point(s) that must be reduced to meet the HDP Specification will be calculated;

(ii) The gallons calculated in (i) will then be allocated proportionately based on the GPM Factor to (a) each Receipt Point that is not part of an Aggregation Group where the gas received at the Receipt Point does not meet the HDP Specification and (b) each Aggregation Group where the gas received from the Aggregation Group exceeds the HDP Specification;

(iii) Except as provided in (iv) below, the gallons allocated to an Aggregation Group as provided above in (ii) will be allocated proportionately based on the GPM Factor to each Receipt Point which does not meet the HDP Specification within such Aggregation Group; and

(iv) For Aggregation Group(s) that include Receipt Points that are upstream of a processing plant that is directly-connected to COMPANY's system, the following exception to the proportionate allocation in (iii) above shall apply. The gallons allocated to such Aggregation Group(s) as provided in (ii) shall be allocated proportionately to that gas entering COMPANY's system for which there has been no demonstration of proof of processing as provided below. In order to demonstrate proof of processing, the party with the right to process the ownership interest at the Receipt Point must verify in writing to COMPANY that such gas, for which proof of processing is being provided, at the Receipt Point proposed to be limited hereunder will be processed through the Toca Plant under either (x) ownership rights in the Toca Plant; or (y) a gas processing arrangement with the Toca Plant for the month in which the limitation occurs. Prior to granting a proof of processing priority for gas at a Receipt Point, COMPANY must receive confirmation from the operator of the Toca Plant acknowledging that such gas will be processed during the month under the arrangement provided above in (x) or (y), and that the Toca Plant has the capability to process the SHIPPER's Maximum Daily Receipt Quantity, or such lesser volume as indicated by the operator of the Toca Plant. In the event that the volume of gas for which proof of processing has been demonstrated still does not meet the HDP Specification at the common sampling point described above, downstream of the Toca Plant after all of the gas for which no proof of processing was demonstrated has been limited, the remaining gallons shall be allocated proportionately to said Receipt Point(s) for which proof of processing has been demonstrated as provided above. COMPANY shall rely upon such verified statements in the allocation of the gallons allocated to the Aggregation Group effective with the next available scheduling cycle.

*This section is not new. It was moved from the succeeding page to this page.

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Superseding: Original Sheet No. 108B

General Terms and Conditions
(Continued)

Section 3.1 (g) (continued)

For each Receipt Point assigned gallons to be reduced as provided in (ii), (iii) and (iv) above, such reduction in gallons will be converted to a gas volume by dividing the difference of (x) the actual gallons to be contributed to the system at the Receipt Point based on nominations at the Receipt Point and (y) the gallons allocated to the Receipt Point in (ii), (iii) or (iv) above, and the GPM Factor at the Receipt Point.

COMPANY will perform the limitation procedure for each scheduling cycle until the HDP Specification has been achieved at the Monitoring Point. Any resulting limitation at a Receipt Point will be treated the same as a capacity constraint that shall be allocated pursuant to the terms of Section 16.2 of these General Terms and Conditions below. COMPANY may issue an operational flow order, on a nondiscriminatory basis and after notice to the affected SHIPPER(s), pursuant to Section 41.3 below if necessary to enforce a Hydrocarbon Dew Point Limitation.

- 3.2 The gas redelivered hereunder will be merchantable gas and will, unless specifically waived by the Downstream Operator, upon redelivery by COMPANY to or for the account of SHIPPER meet the specifications set forth in Section 3.1 above, except with respect to (a) odorant, which shall be governed by Section 8.5 herein, (b) the minimum temperature set forth in Section 3.1(e) above for any measurement stations at which COMPANY does not maintain heaters, and (c) the limitations under Sections 3.1(g) above for deliveries at points upstream of processing plants.
- 3.3 The sulphur content and hydrogen sulphide content shall be determined by approved standard methods generally in use in the natural gas industry. The hydrocarbon content shall be determined by the method prescribed by the Gas Processors Association in GPA Publication 2261-90 or ASTM Publication 1945-91, or any revisions thereof, or by such other method as shall be mutually agreed upon.

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Second Revised Sheet No. 109 Second Revised Sheet No. 109 : Effective

Superseding: First Revised Sheet No. 109

GENERAL TERMS AND CONDITIONS
(Continued)

Section 3.3 (continued)

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

- 3.4 Should any gas delivered to COMPANY fail at any time to conform to any of the specifications provided for in Section 3.1(a)-(f), COMPANY shall notify SHIPPER of any such failure and may at its option suspend all or a portion of the receipt of any such gas, and COMPANY shall be relieved of any of its obligations for the duration of such time as the gas does not meet such specifications. Upon receipt of COMPANY'S notice of such a failure, SHIPPER shall, at its option, either terminate deliveries into COMPANY'S system or make a diligent effort to correct such failure by treatment or dehydration consistent with prudent operation so as to deliver gas conforming to the specifications provided for in this Section 3. Any gas delivered to COMPANY that fails to meet an HDP Specification issued pursuant to Section 3.1(g) shall be handled in accordance with the procedures set out in said section.

4. MEASUREMENT

4.1 Unit of Volume:

The unit of volume shall be a cubic foot.

4.2 Measurement of Volume:

- (a) When gas is delivered at a pressure different from 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch or such other pressure as agreed upon by COMPANY and SHIPPER. The measurement of gas volumes shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practice; provided, however, that where gas is delivered through positive displacement meters at a pressure not in excess of 20 pounds per square inch gauge, the gas may be assumed to obey Boyle's law.
- (b) Where orifice meters are used, volumes delivered shall be computed in accordance with formulae, tables and methods prescribed in Orifice Metering of Natural Gas and Other

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Original Sheet No. 110 Original Sheet No. 110 : Effective

GENERAL TERMS AND CONDITIONS
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Related Hydrocarbon Fluids, AGA Report No. 3 -- ANSI/API 2530, as revised September 1985, and as such report may hereafter be further revised. Exact measurements of inside diameters of meter tubes shall be obtained by means of a micrometer to the nearest one-thousandth inch. Said volumes shall be corrected for flowing temperature and specific gravity in accordance with the provisions of paragraphs (c) and (d) below.

- (c) The flowing temperature of the gas shall be determined for the purpose of measured volume correction. Volume shall be corrected for each degree of variation in the flowing temperature from 60 degrees Fahrenheit. The flowing temperature will be measured by RTD's, thermocouples, thermometers, etc. and shall be either (1) recorded using charts, digital recorders, etc., in which case the temperature at which gas was measured for the period of such record shall be the arithmetic average of the record during the period of time during which gas was flowing, or (2) used for on-site flow computations in electronic flow computers in which case the instantaneous measurement of temperature will be used in such computations. Where no temperature measuring device is installed, the temperature of the gas shall be assumed to be 60 degrees Fahrenheit.
- (d) A specific gravity correction shall be applied to measured volumes. The specific gravity to be used for such correction shall be determined at an appropriate location by a gravitometer, chromatograph or other device of standard manufacture and shall be either (1) recorded using charts, digital recorders, etc., in which case an arithmetic average (to be determined during the period of time during which flow was occurring at the location of the specific gravity recorder) of such record shall be the specific gravity of the gas being measured, or (2) used for flow computations in electronic flow computers in which case the value of the specific gravity being measured will be used as appropriate in such computations. If a specific gravity measuring device is not installed or available at an

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Original Sheet No. 111 Original Sheet No. 111 : Effective

GENERAL TERMS AND CONDITIONS
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appropriate location, then specific gravity shall be determined by a mutually agreeable method.

- (e) The gross heating value shall be determined at an appropriate location, by a calorimeter, chromatograph or other device of standard manufacture and shall be either (1) recorded using charts, digital recorders, etc., in which case an arithmetic average (to be determined during the period of time during which flow was occurring at the location of the gross heating value recorder) of such record shall be the gross heating value of the gas being measured, or (2) entered as an input to electronic flow computers in which case the gross heating value being measured will be used in the computation of the Btu content of the gas. If a gross heating value measuring device is not installed or available at an appropriate location, then the gross heating value shall be determined by a mutually agreeable method.

5. MEASURING EQUIPMENT

5.1 COMPANY'S Measuring Equipment:

Gas delivered to COMPANY and by COMPANY to or for the account of SHIPPER shall be measured by meters installed, operated, and maintained by COMPANY, or such meters as COMPANY causes to be installed, operated, and maintained, equipped to record daily and hourly deliveries. Measurement data may be recorded using charts or electronic recorders or instantaneous flow computations in electronic flow computers. Orifice meter installations shall conform to the recommendations for design and installation contained in AGA Report No. 3, as revised September 1985, and as such report may hereafter be further revised. Turbine meter installations shall conform to the recommendations for design and installation contained in Gas Measurement Committee Report No. 7 of the AGA, as published in 1981 and as such report may be further revised. Positive displacement meter installations shall conform to generally accepted engineering practices in the industry.

GENERAL TERMS AND CONDITIONS
(Continued)

5.2 Testing Measuring Equipment:

COMPANY shall test its meters, installed as provided in Section 5.1 above, at reasonable intervals. COMPANY shall test thermometers, gravimeters, calorimeters, chromatographs and other equipment installed as provided in Sections 3.1(f), 4.2(c), and 4.2(d) above, at reasonable intervals. COMPANY will notify SHIPPER in time to permit SHIPPER to witness at its expense such test if SHIPPER so elects. Measuring equipment shall be subject to check tests and inspection by SHIPPER at its expense, on notice, at all reasonable times.

In the event SHIPPER'S or Receipt Point Operator's or Downstream Operator's pipeline or production facilities go offline for more than twenty-four (24) hours due to destruction or damage or the potential for destruction or damage of such upstream or downstream facilities, COMPANY shall have the right to test or inspect its equipment for damage within a reasonable period of time prior to allowing the point operator to resume service.

5.3 Correction of Metering Errors:

If COMPANY'S measurement equipment installed under Section 5.1 above or any other equipment installed under Sections 3.1(f), 4.2(c), and 4.2(d) above is found to be inoperative or inaccurate, such equipment shall be adjusted to register correctly, and the amount of error shall be determined by the most accurate method feasible. If the inaccuracy shall have resulted in an error of more than 2% in the measurement of gas, then the calculated deliveries of gas shall be adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy as may be definitely known. If the period of inaccuracy shall not be definitely known, then such adjustment shall be made for the last half of the period (but not exceeding 15 days) between the time the metering equipment was adjusted to register correctly and the date of the last previous meter test. If for any reason the measuring equipment is out of service or out of repair so that the amount of gas delivered cannot be ascertained or computed from the readings thereof, the amount of gas delivered during such period shall be estimated and agreed upon by the use of the first of the following methods which is feasible: (a) by using the registration of any check measuring equipment if installed and accurately registering; (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or (c) by estimating the quantity of gas delivered by reference to actual deliveries during preceding periods under similar conditions when the equipment in question was registering accurately.

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Fourth Revised Sheet No. 113 Fourth Revised Sheet No. 113 : Effective
Superseding: Third Revised Sheet No. 113

GENERAL TERMS AND CONDITIONS
(Continued)

5.4 Check Measuring Equipment:

SHIPPER may install, maintain and operate, at its own expense, such check measuring equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of COMPANY'S measuring equipment. COMPANY shall have access to such measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by SHIPPER.

5.5 Prior Period Adjustments:

The deadline for closing measurement data shall be no later than 5 business days after the month of flow. Any measurement data or corrections received by COMPANY (including corrections to allocations) after it has closed the previous month of flow shall be handled as a prior period adjustment. COMPANY shall process late measurement data or corrections of measurement errors under Section 5.3 as soon as practicable but no later than 6 months after the applicable month of flow in question. The correction shall be made to the month of flow for allocation and billing purposes. If SHIPPER disputes the measurement adjustment, it will have 3 months after the prior period adjustment is made to provide information that rebuts the adjustment. Excluding government required rate changes and as otherwise provided herein, no prior period adjustments of any kind shall be made after 6 months following the invoiced month for transportation, storage or pooling services (or after 7 months following the invoiced month for sales service). These deadlines do not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not be diminished by this provision.

RECEIPT AND DELIVERY POINTS

6.1 Receipt Point:

Each Receipt Point available for transportation service under this Tariff, shall be at the inlet side of COMPANY'S measurement facilities, or such other point as may be mutually agreed upon between COMPANY and SHIPPER. On Exhibit A to the Service Agreement under Rate Schedule FT or Rate Schedule FT-NN, COMPANY

GENERAL TERMS AND CONDITIONS
(Continued)

Section 6.1 (continued)

received and SHIPPER shall specify on said Exhibit A the Maximum Daily Receipt Quantity of gas to be
Rate for transportation at said point. For service performed under the FT Rate Schedule and FT-NN
Service Schedule, the sum of the Maximum Daily Receipt Quantities specified on the Exhibit A to the
Exhibit A-1 Agreement shall not exceed the Transportation Demand specified in the Service Agreement.
all to SHIPPER'S Service Agreement under Rate Schedule FT or Rate Schedule FT-NN shall consist of
system. Receipt Points at which interruptible capacity is available on COMPANY'S contiguous pipeline
Exhibit For service performed under the IT Rate Schedule and a Liquefiabiles Transportation Agreement,
supplied by A to the Service Agreement shall consist of all Receipt Points on COMPANY'S system, as
service. COMPANY on SoNet Premier which are available for SHIPPER'S interruptible transportation

that no Notwithstanding the foregoing, if (i) a SHIPPER'S primary Receipt Point is not active such
damage to gas is capable of flowing upstream of the point for twelve (12) consecutive months or (ii)
Receipt or destruction of facilities prevents any gas supplies from flowing from SHIPPER'S primary
provide in Point for a period of thirty (30) consecutive days ("30-day scenario"), then SHIPPER shall
Point writing to COMPANY an election whether or not to continue contracting for such primary Receipt
the within thirty (30) days of COMPANY'S notification. COMPANY shall notify all firm shippers with
such affected Receipt Point as their primary point in writing or as a notice on SoNet Premier of
on its inactivity. As part of such election, SHIPPER may elect to transfer such primary Receipt Point
has Exhibit A to the nearest downstream Receipt Point that is flowing gas and has sufficient firm
in capacity or such other point as mutually agreed between COMPANY and SHIPPER that is active and
ratio sufficient capacity, and such transfer shall be reflected on SHIPPER'S Exhibit A as provided
Point. Section 6.3 of these General Terms and Conditions. If such transfer results in firm capacity
this request(s) exceeding the firm capacity available at a replacement Receipt Point, SHIPPER shall
Points. receive its pro-rata share of available capacity at the replacement Receipt Point based on the
of its requested capacity relative to the total requested capacity at such replacement Receipt
Point. Additional replacement Receipt Points may be assigned or mutually agreed to in accordance with
this paragraph and as necessary for SHIPPER to achieve its total MDRQ at functioning Receipt
Points.

a Once the damage to facilities is repaired and service at the Receipt Point is restored or once
upstream SHIPPER'S original primary Receipt Point is active such that gas becomes capable of flowing
to such of the point, COMPANY shall notify SHIPPER and SHIPPER may elect to return its primary point
holding Receipt Point up to the MDRQ previously contracted. In such instances, SHIPPERS previously
Point. If MDRQ at the Receipt Point at the time of the damage shall have a priority right to MDRQ at its
original primary Receipt Point over other shippers that did not hold MDRQ at the Receipt
the restored Receipt Point capacity is less than the capacity at the Receipt Point prior to

such damage or destruction in the 30-day scenario described above in (ii), SHIPPER shall receive
its pro-rata share of the new capacity to determine its MDRQ at the Receipt Point based on the ratio
of its previous MDRQ to the prior capacity or the SHIPPER may leave the entire MDRQ at the
replacement Receipt Point. If SHIPPER does not elect to return its primary Receipt Point to the restored
Receipt Point within thirty (30) days of such notification of Receipt Point restoration, then this
option will terminate. Alternatively, in the event that a SHIPPER elects to retain its primary
Receipt Point in the 30-day Scenario and did not elect to obtain a replacement Receipt Point, that Shipper
would not be subject to pro-rating if service to the Receipt Point is restored at a reduced level.

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Second Revised Sheet No. 113A Second Revised Sheet No. 113A

Superseding: First Revised Sheet No. 113a

GENERAL TERMS AND CONDITIONS
(Continued)

Section 6.1 (continued)

and SHIPPER shall specify on said Exhibit A the Maximum Daily Receipt Quantity of gas to be received for transportation at said point. For service performed under the FT Rate Schedule and FT-NN Rate Schedule, the sum of the Maximum Daily Receipt Quantities specified on the Exhibit A to the Service Agreement shall not exceed the Transportation Demand specified in the Service Agreement. Exhibit A-1 to SHIPPER'S Service Agreement under Rate Schedule FT or Rate Schedule FT-NN shall consist of all Receipt Points at which interruptible capacity is available on COMPANY'S contiguous pipeline system. For service performed under the IT Rate Schedule and a Liquefiabiles Transportation Agreement, Exhibit A to the Service Agreement shall consist of all Receipt Points on COMPANY'S system, as supplied by COMPANY on SoNet Premier which are available for SHIPPER'S interruptible transportation service.

Notwithstanding the foregoing, if (a) a SHIPPER'S primary Receipt Point has not been flowing gas for twelve (12) consecutive months or (b) damage to or destruction of facilities prevents gas supplies from flowing from SHIPPER's primary Receipt Point for a period of thirty (30) consecutive days; COMPANY may require the SHIPPER to transfer such primary Receipt Point on its Exhibit A to the nearest downstream Receipt Point that is flowing gas and has sufficient firm capacity and such transfer shall be reflected on SHIPPER's Exhibit A as provided in Section 6.3 of these General Terms and Conditions.

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Third Revised Sheet No. 114 Third Revised Sheet No. 114 : Effective

Superseding: Second Revised Sheet No. 114

GENERAL TERMS AND CONDITIONS

(Continued)

6.2 Delivery Point:

The location of the Delivery Point, and of each individual measurement station where multiple stations have been consolidated into a single Delivery Point for a particular area as provided for below, shall be specified on Exhibit B and Exhibit B-1 to the Service Agreement between COMPANY and SHIPPER. At each measurement station the transfer of the possession and custody of the gas shall occur at the outlet side of COMPANY'S measurement facilities, or such other point as may be mutually agreed upon between COMPANY and SHIPPER.

For each Delivery Point consisting of a single measurement station, COMPANY and SHIPPER shall specify on said Exhibit B the Maximum Daily Delivery Quantity at said Point.

If SHIPPER is a downstream operator as defined in Section 13.2(a) below and such downstream operator receives gas from COMPANY at multiple measurement stations in the same geographic vicinity in the same zone on COMPANY'S system, and either (i) all of such measurement stations are located on an integrated section of a distribution system such that the entire section can be served by the delivery of gas through any one of the measurement stations; or (ii) consolidation of such measurement stations facilitates management of the downstream system and would not impair COMPANY'S ability to meet its firm obligations at any point on its system, SHIPPER may request that such measurement stations be consolidated into a single Delivery Point on its Service Agreement. COMPANY shall agree to the consolidation of such measurement stations into a single Delivery Point if COMPANY determines, in its reasonable judgment, that such consolidation will not detract from its ability to deliver gas which a SHIPPER is authorized to take at any Delivery Point. For each Delivery Point consisting of multiple measurement stations, COMPANY and SHIPPER shall specify on the Exhibit B, a total Maximum Daily Delivery Quantity applicable for all the measurement

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Third Revised Sheet No. 115 Third Revised Sheet No. 115 : Effective

Superseding: Second Revised Sheet No. 115

GENERAL TERMS AND CONDITIONS

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stations within said Delivery Point and the maximum daily and hourly delivery rates for each measurement station. All or any portion of said Maximum Daily Delivery Quantity, up to the delivery capacity of COMPANY's facilities as it exists from time to time, may be taken at any measurement station within such Delivery Point; provided, however, as part of such consolidation COMPANY may specify on Exhibit B an hourly rate for the individual measurement station that is less than the hourly rate for the Delivery Point specified in Section 10.2 below.

If SHIPPER receives gas from COMPANY at one or more Delivery Points classified by COMPANY as a farm tap, SHIPPER may request that all such Delivery Points be consolidated into a single Farm Tap Delivery Point on its Service Agreement without restriction with respect to the location of such Delivery Points on COMPANY'S pipeline system. The provisions of Sections 12 and 16.4 of these General Terms and Conditions shall not apply to a Farm Tap Delivery Point.

For service performed under Rate Schedule FT or Rate Schedule FT-NN , the sum of the Maximum Daily Delivery Quantities specified on Exhibit B to the Service Agreement shall equal the Transportation Demand specified in the Service Agreement.

6.3 Addition/Deletion of Receipt Points:

For service performed under Rate Schedule FT or Rate Schedule FT-NN, COMPANY AND SHIPPER may by mutual agreement add or delete Receipt Points to Exhibit A to the Service Agreement or change the Maximum Daily Receipt Quantity for any Receipt Point on Exhibit A by executing a revised Exhibit A to the Service Agreement; provided however, that any such change to an Exhibit A to a Service Agreement for transportation service under Rate

GENERAL TERMS AND CONDITIONS
(Continued)

Section 6.3 (continued)

Daily point specific, under system as Receipt of the priority the been will Points be from Point, Agreement,

Schedule FT or Rate Schedule FT-NN must include corresponding changes to the existing Maximum Receipt Quantities such that the sum of the changed Maximum Daily Receipt Quantities shall not exceed the Transportation Demand. SHIPPER may elect to transfer its Exhibit A firm receipt rights to a pool under a Supply Pool Balancing Agreement provided that if the pool is zone the firm receipt point assigned to the pool must reside in the designated zone. Each SHIPPER Rate Schedules FT and FT-NN shall have the right to utilize as alternate Receipt Points on a preferred interruptible basis all active Receipt Points on COMPANY'S contiguous pipeline posted by COMPANY on SoNet Premier's bulletin board. These alternate Receipt Points ("Exhibit A-1 Points") shall have a priority subordinate to firm services utilizing said points as Exhibit A Receipt Points and a priority superior to all services utilizing said points on an interruptible basis. SHIPPER's utilizing Exhibit A-1 Receipt Points within the capacity path Exhibit A Receipt Points shown on the Exhibit A to their Service Agreement shall have a superior to shippers utilizing Exhibit A-1 Receipt Points that are outside the capacity path of Exhibit A Receipt Points contained in their Service Agreement; provided, however, shippers nominating gas on an A-1 basis from a pool to which Exhibit A Receipt Point rights have not transferred and shippers that do not have an Exhibit A Receipt Point on their Service Agreement not be considered to have a valid path in which to establish an Exhibit A-1 priority under this section. COMPANY shall maintain on SoNet Premier an updated list of all Exhibit A-1 Receipt eligible for SHIPPER'S firm transportation Service Agreement and shall provide SHIPPER with a revised Receipt Point list at any time upon SHIPPER'S request therefor. Requests for changes in Exhibit A Receipt Points will be subject to the availability of capacity and administered according to the terms of Section 2.1(b) above. In the event capacity is not available to award SHIPPER a firm Receipt Point for the primary term of SHIPPER'S Service Agreement, SHIPPER may request to change an existing Exhibit A Receipt Point for a term of consecutive months which is less than the primary term of the Service Agreement as part of an open season for available capacity under Section 2.1(b) above. If SHIPPER'S pre-existing Receipt Point is in the path of the amended Receipt Point, then, upon expiration of the term applicable to the amended Receipt Point, SHIPPER'S pre-existing Receipt Point will be restored to Exhibit A to the Service Agreement for the remainder of the primary term, and the amended Receipt Point will terminate at the end of its approved term and be deleted Exhibit A. If SHIPPER'S pre-existing Receipt Point is not in the path of the amended Receipt Point, then, upon expiration of the term applicable to the amended Receipt Point, the amended Receipt Point will expire and be deleted from SHIPPER'S Exhibit A to the Service Agreement. SHIPPER may then request a new primary Receipt Point on Exhibit A subject to the terms of this Section 6.3. For service performed under Rate Schedule IT or a Liquefiabiles Transportation Agreement, COMPANY shall maintain on SoNet Premier's bulletin board an updated list of all Receipt Points available for SHIPPER'S interruptible transportation service for gas or liquefiabiles. COMPANY shall provide SHIPPER with a revised Receipt Point list under Rate Schedule IT or Liquefiabiles Transportation Agreement at any time upon SHIPPER'S request therefor.

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Seventh Revised Sheet No. 117 Seventh Revised Sheet No. 117 : Effective
Superseding: Sixth Revised Sheet No. 117

GENERAL TERMS AND CONDITIONS
(Continued)

6.4 Addition/Deletion of Delivery Points:

Subject to the provisions of the transportation Rate Schedule applicable to SHIPPER'S service and these General Terms and Conditions, COMPANY and SHIPPER may by mutual agreement add or delete Delivery Points or change the Maximum Daily Delivery Quantity for any Delivery Point by executing a revised Exhibit B to SHIPPER'S Service Agreement under Rate Schedule FT and/or Rate Schedule FT-NN; provided, however, that any change to an Exhibit B to a Service Agreement for transportation service under Rate Schedule FT or Rate Schedule FT-NN must include corresponding changes to the existing Maximum Daily Delivery Quantities such that the sum of the changed Maximum Daily Delivery Quantities equals the Transportation Demand. Exhibit B Delivery Point changes will be subject to available capacity and administered according to the terms of

Section

2.1(b) above.

Each SHIPPER under Rate Schedule FT and Rate Schedule FT-NN shall have the right to utilize as alternate Delivery Points on a preferred interruptible basis all active Delivery Points on COMPANY'S contiguous main pipeline system as posted by COMPANY on SoNet Premier's bulletin board.

The alternate Delivery Points ("Exhibit B-1 Delivery Points") shall have a priority subordinate to firm services utilizing said points as Exhibit B Delivery Points and a priority superior to all services utilizing said points on an interruptible basis. SHIPPERS utilizing Exhibit B-1 Delivery Points within the capacity path of the Exhibit B Delivery Points shown on the Exhibit B to their Service Agreement shall have a priority superior to shippers utilizing Exhibit B-1 Delivery Points that are outside the capacity path of the Exhibit B Delivery Points contained in their Service Agreement.

COMPANY shall maintain on SoNet Premier, for its main pipeline system, an updated

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list of all Exhibit B-1 Delivery Points and shall provide to SHIPPER a revised Delivery Point list upon Shipper's request therefor.

Nothing contained in this Section 6.4 shall be construed to allow SHIPPER to nominate deliveries of gas on any day in excess of the Transportation Demand under its Service Agreement for firm transportation.

7. PRESSURE

7.1 Receipt Points:

All gas to be transported for SHIPPER shall be delivered to COMPANY at pressures sufficient to enter COMPANY'S facilities at such working pressures maintained by COMPANY at each Receipt Point; provided, however, that such pressures shall not exceed COMPANY'S maximum allowable operating pressures at each such point.

7.2 Delivery Points:

Gas will be delivered by COMPANY at each Delivery Point on Exhibit B to a firm transportation Service Agreement at such pressure as may be mutually agreed upon by COMPANY and the firm SHIPPER and specified in the firm Service Agreement. Each pressure to be so specified shall be such pressure as SHIPPER may request up to the pressure which, in the opinion of COMPANY, can be continuously maintained without reducing the existing or future deliverability, or impairing the efficient operation, of its system or any part thereof, after giving effect to the reduction of pressure incident to measurement and delivery of gas, it being recognized that delivery pressure may vary within the control limitations of equipment used for reducing pressure in accordance with generally accepted practice.

If the firm SHIPPER operating the downstream facilities desires that gas be delivered for a temporary period at a pressure different from the pressure at which gas is then being delivered, but lower than the

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pressure specified in the Service Agreement, it shall give notice thereof to COMPANY, stating the pressure desired and the period for which it is desired. Such notice shall be in writing, except in emergencies when it may be given orally or by facsimile machine, to be confirmed in writing within two days. COMPANY shall change the delivery pressure to the pressure and for the period stated in such notice; provided, however, if COMPANY'S measuring facilities are unable to measure at such pressure a quantity of gas equal to the Maximum Daily Delivery Quantity for such Delivery Point, COMPANY will be obligated during such period to deliver only such quantity of gas as the capacity of such facilities at the pressure stated in such notice will permit.

If such SHIPPER desires that gas be delivered for a temporary period at a pressure different from the pressure at which gas is then being delivered, but higher than the pressure specified in the Service Agreement, it shall give notice thereof to COMPANY stating the pressure desired and the period for which it is desired. Such notice shall be in writing, except in emergencies when it may be given orally or by facsimile machine, to be confirmed in writing within two days. COMPANY shall make delivery at such higher pressure during such period to the extent its facilities and operations permit.

If the foregoing SHIPPER desires permanently to change a delivery pressure specified in its firm Service Agreement, COMPANY and SHIPPER will execute a revised Exhibit B to the Service Agreement; provided, however, that if the pressure is permanently reduced and such reduction requires a change in the measuring facilities at the Delivery Point in order to deliver the MDDQ, such change will be made at SHIPPER'S expense.

Deliveries at Delivery Points where COMPANY has no firm delivery obligation shall be delivered to or for the account of SHIPPER at the working pressures maintained, from time to time, at such points.

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Superseding: Original Sheet No. 120

GENERAL TERMS AND CONDITIONS
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8. LIABILITY OF SHIPPER AND COMPANY

8.1 Control of Gas:

For the purpose of determining the liability of COMPANY and SHIPPER, respectively, SHIPPER shall be deemed to be in exclusive control and possession of the gas to be transported until such gas has been actually received by COMPANY at the Receipt Point, while the gas is in SHIPPER'S custody (or the custody of another on its behalf) for processing in accordance with Section 19 hereof, and after the gas has been delivered to the account of SHIPPER hereunder by COMPANY at the Delivery Point. COMPANY shall be deemed to be in exclusive control and possession of the gas transported hereunder only while it is in COMPANY'S facilities. Title to that share of gas deemed to be used as compressor fuel, company-use, vented, lost or unaccounted-for gas hereunder shall pass to COMPANY at the Receipt Point.

8.2 Responsibility and Liability:

The party deemed to be in control and possession of the gas to be transported shall be responsible for and shall indemnify the other party with respect to any losses, claims, liabilities or damages (except consequential) arising therefrom.

8.3 Force Majeure:

In the event of either COMPANY or SHIPPER being rendered unable, wholly or in part, by force majeure to carry out its obligations under the Service Agreement, other than to make payments due thereunder, it is agreed that, on such party giving notice and full particulars of such force majeure in writing, on SoNet Premier, by telephone (followed by written confirmation) or by facsimile machine to the other party as soon as possible after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall as far as possible be remedied with all reasonable dispatch. Upon

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Superseding: First Revised Sheet No. 121

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such notification, scheduling penalties under Section 12.5 of the General Terms and Conditions will not be assessed for the duration of the event of force majeure. Notice of an event of force majeure does not, in the absence of other notice implementing an operational flow order, require Shipper to take any specific actions other than that necessary for SHIPPER to manage its own business in light of said event of force majeure.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, sabotage, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, and the necessity for maintenance of or making repairs or alterations to machinery, facilities or lines of pipe, freezing of wells, or lines of pipe, authorized abandonment of any lines of pipe, partial or entire failure of wells, sudden changes in reservoir characteristics of COMPANY'S storage fields, loss of gas from the blow out or other failure of wells in COMPANY'S storage fields, or other similar events adversely affecting the storage fields' performance capabilities, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include the inability of either party to acquire, or delays on the part of such party in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights-of-way grants, permits, permissions, licenses, materials or supplies which are required to enable such party to fulfill its obligations hereunder. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the person affected, and the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

8.4 Odorization:

Except where otherwise required by law, gas delivered by COMPANY will be delivered in its natural state without the addition of any odorizing agent; however, COMPANY does not by such delivery

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Original Sheet No. 122 Original Sheet No. 122 : Effective

GENERAL TERMS AND CONDITIONS
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assume any obligation for damages, claims or liabilities by reason of the fact that it has not odorized such gas prior to its delivery.

COMPANY will add odorizing agents to gas delivered by it where required by law; however, COMPANY does not by such odorization assume any obligations for damages, claims or liabilities by reason of the fact that it has or has not odorized such gas prior to its delivery nor does COMPANY warrant the delivery of odorized gas.

9. WARRANTY OF TITLE AND INDEMNIFICATION

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

COMPANY assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas delivered to COMPANY by or for the account of SHIPPER, and SHIPPER or its seller shall pay all such royalties or other interests upon or in respect to such gas.

10. HOURLY RATES OF FLOW

10.1 Uniform Flow Rates:

All gas delivered to or by COMPANY under its transportation Rate Schedules shall be delivered at rates as constant as operationally feasible throughout the day, and except as provided in Section 10.2 below, COMPANY shall not be obligated to deliver gas under its transportation Rate Schedules in excess of uniform hourly rates.

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Seventh Revised Sheet No. 123 Seventh Revised Sheet No. 123

Superseding: Sixth Revised Sheet No. 123

GENERAL TERMS AND CONDITIONS
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10.2 Authorized Fluctuations in Flow Rates:

SHIPPER shall be entitled to take gas at any Delivery Point at an hourly rate necessary to serve its firm markets; provided, however, that SHIPPER shall not be entitled to take, and excess COMPANY shall not be obligated to deliver, gas during any hour at any Delivery Point in rate of 6% of the firm Maximum Daily Delivery Quantity for such Delivery Point ("hourly flow entitlement"). SHIPPER may elect to take a portion of its hourly flow rate entitlement at a secondary firm Delivery Point; provided that this secondary firm Delivery Point is in the path of SHIPPER's primary firm Delivery Point and is downstream of all compression required to deliver to SHIPPER's primary firm Delivery Point. The hourly flow rate entitlement at SHIPPER's primary firm Delivery Point shall be reduced by the amount of the hourly flow rate entitlement received at the secondary firm Delivery Point. The hourly flow rate entitlement at delivery points interconnecting with third party pipelines shall be stated in the OBA between COMPANY and third party pipeline with such hourly flow rate entitlement not to exceed 6%. rate Notwithstanding the foregoing, SHIPPER and COMPANY may mutually agree to an hourly flow SHIPPER's entitlement of less than 6% and such agreement shall be specified on Exhibit "B" to Service Agreement.

10.3 Notice to Observe Maximum Authorized Fluctuations in Flow Rates:

If COMPANY determines in its reasonable judgment that SHIPPER'S takes of gas in excess of an hourly rate of 6% of the firm Maximum Daily Delivery Quantity for a Delivery Point threaten the integrity of its pipeline system, including the ability to deliver to any other SHIPPER its Daily Entitlement, COMPANY shall give SHIPPER four (4) hours' prior notice to reduce its Maximum takes of gas at such Delivery Point to an hourly rate equal to 6% of the SHIPPER's firm SHIPPERS Daily Delivery Quantity for such Delivery Point less the uniform hourly flow of all affected scheduling service at secondary points on the affected line segment, provided that the hourly SHIPPER shall always be entitled to receive at least 6% of its scheduled volumes on an COMPANY basis at its primary delivery point on the affected line segment unless SHIPPER and Exhibit have mutually agreed to an hourly flow rate entitlement of less than 6% as specified on rate of "B" to SHIPPER's Service Agreement. Available capacity that is in excess of an hourly according to each firm SHIPPERS' applicable MDDQ. receiving At the same time such notice is given, COMPANY shall also give notice to all SHIPPERS limit interruptible transportation service at said Delivery Point that their service will be where the interrupted in accordance with their Service Agreements. COMPANY will also give notice to the performance of interruptible transportation service at any other Delivery Points performance of such services would adversely affect the firm transportation services

being

limited pursuant to this Section 10.

11. INSTALLATION OF FLOW CONTROL EQUIPMENT

COMPANY may elect to construct, install, and operate flow control equipment at any location on its pipeline system whenever it determines in its reasonable judgment that such equipment will contribute

to the safe, reliable, efficient, and orderly operation of its pipeline system in a manner that is

consistent with its obligations to provide service under all of its rate schedules.

12. NOMINATIONS

12.1 Nomination Procedures:

(a) General: SHIPPER, or its agent designated in an executed Agency Agreement, shall withdraw nominate gas for transportation, including any volumes for injection into or from storage, under its transportation and storage Service Agreements by notifying COMPANY, pursuant to the provisions of this Section 12, of the daily quantity of gas expressed in Dth it has available for transportation at each Receipt Point and of the quantity of gas it desires to have delivered at each Delivery Point.

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Ninth Revised Sheet No. 124 Ninth Revised Sheet No. 124 : Effective
Superseding: Eighth Revised Sheet No. 124

GENERAL TERMS AND CONDITIONS
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Section 12.1(a) (continued)

SHIPPER shall also specify the first date that the nomination is to be effective ("begin date") and the last date that the nomination is to be effective ("end date"). Shippers may nominate for several days, months or years provided the begin and end dates are within the term of SHIPPER's Service Agreement with COMPANY. All nominations, excluding intraday nominations, shall have roll-over options. Unless SHIPPER wishes to change its nomination, SHIPPER shall not be required to resubmit its nomination during the begin and end dates.

COMPANY shall not be obligated to accept quantities in excess of the MDRQ at each Receipt Point or to deliver quantities in excess of the MDDQ at each Delivery Point; provided, however, SHIPPER shall be entitled to nominate at each Receipt Point a quantity sufficient to cover the fuel charge provided for in Section 3 of the applicable transportation Rate Schedules. When processing nominations, COMPANY shall apply a standard fuel calculation of $(1 - \text{fuel}\%/100)$ multiplied by receipt quantity = delivery quantity. This calculation shall be rounded to the nearest Dth. COMPANY shall not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth.

With respect to the various deadlines set forth in this Section 12, the party receiving the information has the right to waive the deadline at its option, COMPANY shall waive any such deadlines in a nondiscriminatory manner for similarly situated SHIPPERS.

- (b) Method of Submitting Nominations: SHIPPER must submit its nomination through SoNet Premier or via Electronic Data Interchange (EDI) methods pursuant to NAESB Standards, provided that SHIPPER has entered into a NAESB Model Trading Partner Agreement with COMPANY for such EDI transaction. It is also provided, however, that COMPANY will accept nominations by fax machine on days when COMPANY'S business offices are open. SHIPPER'S nominations shall be submitted to COMPANY'S Customer Services Department in the format set forth in Appendix C of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.1(c) (continued)

(c) Except as set forth in Section 12.2 below, the following nomination deadlines shall apply to nominations, confirmations and scheduling under this Section 12, including nominations from TTT Service Providers. There will be two nomination cycles, an 11:30 a.m. nomination cycle and a 6:00 p.m. nomination cycle. For the 11:30 a.m. nomination cycle, scheduled quantities shall be effective at 9:00 a.m. the next gas day. For the 6:00 p.m. nomination cycle, scheduled quantities shall be effective at 9:00 a.m. the next gas day.

Daily	Evening	
11:30 a.m.	6:00 p.m.	Nominations must leave SHIPPER'S control
11:45 a.m.	6:15 p.m.	Nominations must be received by COMPANY
12:00 p.m.	6:30 p.m.	COMPANY must send quick response
3:30 p.m.	9:00 p.m.	Receipt of all completed confirmations by transporters
4:30 p.m.		Receipt of scheduled quantities by SHIPPER and point operators
	10:00 p.m.	COMPANY to provide scheduled quantities to affected SHIPPER, Point operators and bumped parties

With the exception of the above referenced nomination deadlines, for any nomination document received from a party requesting service by the conclusion of a given quarter hour period, defined to begin on the hour and at 15, 30 and 45 minutes past the hour, COMPANY will send a quick response to the Service Requester's designated site by the conclusion of the subsequent quarter hour period. A given quarter hour will contain all transactions which receipt time is less than the beginning of the subsequent quarter hour. For purposes of this Section 12.1(c) and

Section

post.

12.2(b) below, "provide" shall mean, for transmittals pursuant to EDI, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or

(d) requests for
Section
the
from
requested
to

Out of Cycle Nominations: COMPANY will use all reasonable efforts to accommodate changes to nominations received after any nomination cycle deadline as identified in 12.1 (c) or 12.2 (b) above provided that (i) requests are received prior to the end of applicable gas day; (ii) confirmation of the receipt and delivery quantities is obtained from the affected point operators; (iii) it is operationally feasible to accommodate the change; and (iv) other SHIPPERS' entitlements are not impacted. SHIPPER will be required to submit a nomination that reflects the approved change(s) on the next available scheduling cycle. If the request is made for the last gas day of the month, COMPANY will adjust the Shipper's scheduled quantity to reflect the approved change(s). This service is to be provided on a non-discriminatory basis.

(e) Late Nominations: On any day that COMPANY determines that it can extend the nomination deadline pursuant to the waiver provisions of Section 12.1(a) above without adversely affecting the processing of timely nominations, all nominations received prior to the extended deadline shall be processed at the same time.

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Third Revised Sheet No. 125 Third Revised Sheet No. 125

Superseding: Second Revised Sheet No. 125

GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.1(e) (continued)

- (e) Adjustment for Systemwide Btu factor: Solely for purposes of establishing the maximum quantities of gas SHIPPER may nominate for transportation under a firm transportation Service Agreement, SHIPPER'S Transportation Demand, MDRQ at each firm Receipt Point and MDDQ at each firm Delivery Point shall be adjusted for an average system thermal content of 1,021 Btu (Btu factor of 1.021). This adjustment in no manner obligates COMPANY to deliver gas at 1,021 Btu or changes COMPANY'S use of actual Btu content for accounting and billing purposes. Upon receipt of approval from the Federal Energy Regulatory Commission, COMPANY may (i) revise the system average Btu adjustment set forth above as it deems necessary to significant changes in the system average Btu content of the gas, or (ii) establish separate Btu adjustments for points on COMPANY'S system where the Btu content varies significantly from the system average.
- (f) Make-up Nominations: When making its nomination, Shipper shall specify by Service Agreement which portion of the quantities to be transported by COMPANY is attributable to current transportation and which portion of the quantities is attributable to make-up within the month of an estimated imbalance (either positive or negative). As between quantities of gas received or delivered by COMPANY for current transportation and gas received or delivered by COMPANY as make-up of estimated imbalances, the gas received or delivered as current transportation gas shall be deemed to be received or delivered prior to any make-up gas, and the gas received or delivered by COMPANY for current transportation shall be scheduled prior to any make-up gas nominated by SHIPPER.

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Twelfth Revised Sheet No. 126 Twelfth Revised Sheet No. 126 : Effective

Superseding: Eleventh Revised Sheet No. 126

GENERAL TERMS AND CONDITIONS

(Continued)

Section 12.1 (continued)

- (g) Predetermined Priorities: On the nomination form, the service requester shall provide a predetermined balancing priority for all of the Delivery Points and associated volumes nominated under the transportation Service Agreement to be used by COMPANY to limit the deliveries under the Service Agreement in the event of an interruption or reduction in SHIPPER'S receipts of gas under said agreement. On the nomination form, the service requester shall also provide a predetermined priority for all of the Receipt Points and/or Supply Pools serving SHIPPER'S transportation Service Agreement to be used by COMPANY to limit the receipts of gas under the Service Agreement in the event of an interruption or reduction in the deliveries under said agreement.
- (h) Volumetric Capacity Release Nominations or recalls on an intraday cycle: On its nomination form for a Firm Transportation Service Agreement, SHIPPER must indicate the offer number for each nomination of volumetric capacity release or a release that is recallable on an intraday nomination cycle so that COMPANY can track and calculate the appropriate credit to the Releasing Shipper.
- (i) FT-NN and FT-Small Shipper Nominations: If SHIPPER chooses to utilize its FT-NN or its FT-SS capacity on a nominated basis under its Firm Transportation Service Agreement, it must indicate such use on its nomination form to allow COMPANY to appropriately schedule SHIPPER'S FT-NN or its FT-SS capacity.
- (j) Package ID: A Package ID is a way to differentiate between discrete business transactions. Use of the Package ID is at the discretion of the service requester, and if sent, will be accepted and processed by COMPANY. When used, Package IDs shall be supported for nominating, scheduling, and allocating, but not for transportation invoicing, unless mutually agreeable.
- (k) Posting of Capacity Constraints Affecting Nominations: On a day when COMPANY anticipates that facilities, requests for capacity for the following day of service will exceed the capacity of its on COMPANY shall post on SoNet Premier's Bulletin Board by 7:00 a.m. on the day preceding the day which service will commence the available capacity on the segments of its pipeline system which COMPANY anticipates will be affected.
- (l)(1) Segmenting of Capacity: SHIPPER may segment its own firm transportation capacity through the nomination process or as part of a capacity release under Section 22 below to the extent operationally feasible. Segmentation of firm capacity shall be deemed to be operationally feasible provided that the capacity being segmented is within the rate zone(s) for which the SHIPPER has contracted for firm service and (i) COMPANY can verify with reasonable certainty from Shipper's nominations the capacity of the system that SHIPPER is segmenting; and (ii) to the extent SHIPPER is segmenting its capacity within a reticulated segment on COMPANY'S system, as set forth above on Sheet No. 5B, the projected operational conditions on the system at the time of the nomination during the effective period of the transaction support the feasibility of scheduling the segmented transaction as determined by the criteria set forth below in Section 12.1(1)(2). COMPANY will evaluate whether or not a segmented transaction is operationally feasible during the scheduling process of each nomination cycle for which the segmented transaction has been nominated. The reticulated area on COMPANY'S system shall be defined as those portions of the system in which the physical flow of gas is likely to be controlled or directed in various directions during the course of the gas day in order for Company to provide

firm service under Rate Schedules FT, CSS and FT-NN. In addition, a segmented transaction will be deemed to be operationally feasible if SHIPPER is segmenting its capacity by zone such that the sum of all nominations by the original shipper or a combination of Releasing and Acquiring Shippers within a rate zone does not exceed the Transportation Demand of the Service Agreement, including any Capacity Release Transaction, under which the nominated service is provided. Unless SHIPPER is segmenting its capacity by zone as provided above, a Shipper will be considered to have overlapped its capacity if SHIPPER seeks to segment capacity from the north main system to the south main system or vice versa; and any such segmenting which crosses between the two main line systems shall not be deemed to be operationally feasible, except that (a) a zone 0 specific pool can be used to supply a north or south system segmented transaction to a delivery point in a downstream zone, or (b) receipts from CSS or ISS can be used by nominating such storage withdrawals into a zone 1 north specific pool or a zone 1 south specific pool. COMPANY shall provide on SoNet Premier a list of all delivery and receipt points on the north main system, the south main system and the reticulated areas of the system.

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Fifth Revised Sheet No. 126A Fifth Revised Sheet No. 126A

Superseding: Fourth Revised Sheet No. 126A

GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.2(b) (continued)

- (b) Intraday Nominations: Any SHIPPER may revise its nomination in effect by submitting a revised daily nomination to COMPANY on the day the change is requested to be effective. COMPANY will support two intraday nomination cycles. In the first cycle, the intraday nomination shall leave the control of the nominating party by 10:00 a.m. and COMPANY must receive such nomination no later than 10:15 a.m. Central Clock Time. COMPANY will have until 10:30 a.m. to send a quick response, until 1:00 p.m. to complete confirmation and until 2:00 p.m. to provide scheduled quantities to affected shippers, point operators and bumped parties. Subject to further provisions of this Section 12 regarding scheduling and confirmation, SHIPPER's intraday nomination will be effective as of 5:00 p.m. Central Clock Time on the same gas day. In the second intraday nomination cycle, the intraday nomination shall leave the control of the nominating party by 5:00 p.m. and must be received by COMPANY by 5:15 p.m. COMPANY will have until 5:30 p.m. to send a quick response, until 8:00 p.m. to complete confirmations and until 9:00 p.m. to provide scheduled quantities to affected SHIPPERS and point operators. Scheduled Quantities resulting from the second intraday nomination cycle shall become effective at 9:00 p.m. on the same gas day. No bumping of flowing gas shall occur as a result of the second intraday nomination cycle. SHIPPER may request increases or decreases in total flow, or changes to receipt points or delivery points of scheduled gas. For intraday nominations under this Section, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. The intraday nomination cycles set forth above shall apply to nominations from TTT Service Providers.
- (c) All provisions of this Section 12 shall apply to intraday nominations; provided that Intraday nominations and Evening Cycle nominations shall span one day only and will not rollover or replace the remainder of a standing nomination.
- (d) No-Bump Rule for Interruptible Nominations: SHIPPER may not nominate to increase its existing flowing quantities at any Receipt Point or Delivery Point to an IT Service Agreement if such increase would cause the reduction of existing quantities flowing at said points; provided, however, that a scheduled temporary reduction in the quantities being transported on behalf of SHIPPER, when requested by SHIPPER and approved by COMPANY or when requested by COMPANY for maintenance or construction, shall not serve to establish a reduced level of existing flowing quantities for the purposes of this provision.

SHIPPER also may not nominate to increase its existing flowing quantities at any Exhibit A-1 Receipt Point or Exhibit B-1 Delivery Point to a Service Agreement under Rate Schedule FT or FT-NN if such increase would cause the reduction of existing quantities at said points for other firm shippers; provided, however, that a scheduled temporary reduction in quantities being transported on behalf of SHIPPER, when requested by SHIPPER and approved by COMPANY, shall not serve to establish a reduced level of existing flowing quantities for the purposes of this provision.

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Original Sheet No. 126.01 Original Sheet No. 126.01 : Effective

GENERAL TERMS AND CONDITIONS
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12.2 Changes in Nominations:

- (a) Changes in Nominations Following Penalty Notices:
issues a notice pursuant to Section 12.5 or Section 16.4 of these General Terms and Conditions or Section 1.3 of a Supply Pool Balancing Agreement, SHIPPER may submit or change its current nomination under its Service Agreement on the day prior to the day on which the penalty notice goes into effect pursuant to the deadlines and the procedures set forth in Section 12.1 above. Whenever COMPANY notifies SHIPPER of an increase in the level of capacity to be made available while a notice under Section 16.4 is still in effect, including the cancellation of such notice, SHIPPER will have four (4) hours from the time such notice is given in which it may choose to renominate for the following day of service pursuant to Section 12.1 hereof.

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Second Revised Sheet No. 126.02 Second Revised Sheet No. 126.02 : Effective
Superseding: First Revised Sheet No. 126.02

GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.1(1) (continued)

(3) Segmentable Capacity: The maximum quantity of gas that may be nominated on each segmented portion, or overlapping segmented portions, of COMPANY'S pipeline system by the original shipper or a combination of the Releasing and Acquiring Shipper(s) shall not exceed the Transportation Demand of the Service Agreement, including any Capacity Release Transaction, under which the nominated service is provided. For purposes of determining whether a segment has been overlapped, nominations to the same Receipt or Delivery Point via a forward haul and backward haul, which do not overlap on the pipeline segment, shall not be considered to overlap at the Receipt or Delivery Point. The volumetric rates, fuel retention percentages and charges, including any overrun charges if contract quantity rights are exceeded because of an overlap or other allocation of volumes in excess of contract quantity, shall apply to the total quantity of gas transported on each segment of the capacity. Once SHIPPER has segmented its capacity, either for its own use or under a capacity release, the upstream segment(s) shall be entitled to all alternate points within that zone, subject to the availability of capacity, and the downstream segment(s) shall be entitled to all alternate points within the zone for the downstream segment, subject to the availability of capacity.

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Original Sheet No. 126.03 Original Sheet No. 126.03 : Effective

GENERAL TERMS AND CONDITIONS
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Section 12.1(1)(3) (continued)

In the event nominations to a specific Receipt or Delivery Point exceed the capacity for that point or the line serving that point, the nominations will be scheduled according to the priorities of service set forth in Section 12.3 below, subject to the terms of Section 12.2(d) below, and nothing contained herein shall prevent Southern from applying its generally applicable scheduling procedures, as provided in this Section 12 below, to segmented transactions.

12.2 Changes in Nominations:

- (a) Changes in Nominations Following Penalty Notices:
In the event COMPANY issues a notice pursuant to Section 41.3 or Section 41.2 of these General Terms and Conditions, SHIPPER may submit or change its current nomination under its Service Agreement on the day prior to the day on which the penalty notice goes into effect pursuant to the deadlines and the procedures set forth in Section 12.1 above. Whenever COMPANY notifies SHIPPER of an increase in the level of capacity to be made available while a notice under Section 41.2 is still in effect, including the cancellation of such notice, SHIPPER will have four (4) hours from the time such notice is given in which it may choose to renominate for the following day of service pursuant to Section 12.1 hereof.

Second Revised Sheet No. 127 Second Revised Sheet No. 127 : Effective
Superseding: First Revised Sheet No. 127

GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.2 (continued)

- (e) Emergency Nominations: If SHIPPER experiences an event of force majeure which threatens irreparable injury to life, property (including industrial facilities which have been shut down), or the environment, COMPANY may accept, in a nondiscriminatory manner and subject to the further conditions listed below, an emergency nomination from SHIPPER to be effective no earlier than the time said conditions are satisfied. An emergency nomination is subject to the following conditions:
 - (1) The receipt by COMPANY of an affidavit from SHIPPER stating that a bona fide emergency exists, describing the event of force majeure that created the emergency situation, and describing the nature and scope of the irreparable damages the supplemental deliveries of gas are required to prevent.
 - (2) The determination by COMPANY in its reasonable judgment that sufficient capacity is available to provide the requested service. If COMPANY determines that there is insufficient capacity to serve all of the emergency nominations it has received, COMPANY shall accept all nominations in accordance with the priority-of-service categories set out in Section 16 of these General Terms and Conditions.
 - (3) The receipt by COMPANY of written confirmation from the operator of the source of supply from which SHIPPER has arranged to obtain its supply of gas that an incremental quantity of gas will be made available for SHIPPER'S account.
 - (4) The receipt by COMPANY of written confirmation from any third party transporters that they will accept SHIPPER'S supply of gas for delivery to or from COMPANY.
- (f) Nominations To/From Third-Party Storage: If a firm SHIPPER has a storage contract with a third-party provider, COMPANY will accept, in a nondiscriminatory manner and subject to the further conditions listed below, a nomination to receive gas from or deliver gas to COMPANY'S interconnection with such storage provider to be effective no earlier than four (4) hours from the time the following conditions are satisfied:
 - (1) Verbal notice to COMPANY'S Operations Services Department followed by the receipt by COMPANY of a valid, written nomination by

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(Continued)

Section 12.2(f) (1) (continued)

SHIPPER for the receipt and delivery of gas
under SHIPPER'S firm transportation Service Agreement;

- (2) If SHIPPER nominates at Exhibit A-1 Receipt Points and/or Exhibit B-1 Delivery Points under its firm transportation Service Agreement, the determination by COMPANY in its reasonable judgment that sufficient capacity is available to provide the requested service; and
- (3) The receipt by COMPANY of written confirmation by the third-party storage provider and any third-party transporters that gas will be delivered or received by such storage provider and transporters as nominated by SHIPPER.

12.3 Scheduling of Nominations:

- (a) Notice of Scheduled Quantities: After receiving notice of the next-day nominations requested by SHIPPER under its Service Agreement, COMPANY shall advise SHIPPER of the quantities of gas for current transportation and the quantities of gas for make-up of an estimated imbalance it will schedule at the Receipt Point(s) and deliver at the Delivery Point(s) under SHIPPER'S Service Agreement by 4:30 p.m. Central Clock Time for the 11:30 a.m. nomination cycle and by 10:00 p.m. Central Clock Time for the evening nomination cycle on the day prior to the gas day for which SHIPPER has made its nominations. In addition to making scheduled quantities information available by the times set forth above, COMPANY shall also make available to SHIPPER information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes.

At the end of each gas day, COMPANY shall provide to SHIPPERS the final scheduled quantities for the just completed gas day. With respect to SHIPPERS using EDI, COMPANY shall send by EDI an end of the day Scheduled Quantity document. Any SHIPPER may waive the delivery of such end of the day Scheduled Quantity document.

After receiving notice of the intraday nomination changes requested by SHIPPER under its Service Agreement, COMPANY shall advise SHIPPER of the quantity of gas for current transportation and the quantities of gas for make-up of an estimated imbalance that it is able to schedule on an intraday basis prior to the effective time for such change. COMPANY shall also notify other interruptible SHIPPERS of any interruption in service caused by an intraday nomination prior to such interruption being effective.

- (b) Scheduling Procedures for Interruptible Nominations: Quantities of gas nominated at an Exhibit A-1 Receipt Point to a firm transportation Service Agreement shall be scheduled on a pro rata basis. Quantities of gas nominated at an Exhibit B-1 Delivery Point under a firm transportation Service Agreement shall be scheduled as follows: (i) to those nominations in which the Exhibit B-1 Delivery Point is in the capacity path of any Exhibit B Delivery Point under the Service Agreement; and then (ii) to those nominations which are outside the path of any Exhibit B Delivery Point under the Service Agreement; provided, however, that any quantities of gas nominated by a SHIPPER

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GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.3(b) (Continued)

at an Exhibit B-1 Delivery Point located in a zone that is downstream of the zone in which the SHIPPER'S firm Exhibit B Delivery Points are located shall have a scheduling priority subordinate to other nominations on an Exhibit B-1 basis at such point. Quantities of gas nominated at Receipt and Delivery Points under an IT Service Agreement shall be scheduled pursuant to the provisions of Section 16.2(d) of these General Terms and Conditions according to the rate SHIPPER is willing to pay and then pro rata among SHIPPERS that pay the same rate.

- (c) Effect of A-1 Receipt Point Nominations on IT Receipt Point Nominations: Notwithstanding the other provisions of Section 12 here of to the contrary, if COMPANY is unable to accept SHIPPER'S nomination under an IT Service Agreement at a Receipt Point for the following day of service as a direct result of COMPANY'S acceptance of a new nomination by a SHIPPER under Rate Schedules FT or FT-NN utilizing said point as an Exhibit A-1 Receipt Point, then, subject to the following provisions, COMPANY will not refuse, by reason of such supply interruption, to accept an equivalent Delivery Point nomination by SHIPPER for that day of service even though such acceptance may result in an imbalance for that day. The foregoing provision in no way alters SHIPPER'S obligations under this Section 12 for any other days of service. This provision is not applicable to nominations by SHIPPER for the first day of the month or days of limitation or force majeure by COMPANY.
- (d) Effect of Firm Intraday Nomination on Flowing Interruptible Nomination: Notwithstanding the other provisions of Section 12 to the contrary, if COMPANY has to interrupt a SHIPPER'S flowing nomination at an interruptible Receipt Point or interruptible Delivery Point during a day of service, as a direct result of COMPANY'S acceptance of an intraday nomination increase by a firm SHIPPER under Rate Schedule FT or FT-NN, then subject to the following provision, COMPANY will not also interrupt said SHIPPER'S corresponding flowing delivery or receipt nomination for the remainder of that day even though an imbalance may be created; provided COMPANY determines in its reasonable judgment that system operations will tolerate all such potential imbalances.

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GENERAL TERMS AND CONDITIONS (Continued)

12.4 Confirmation:

- (a) SHIPPER'S Responsibilities: COMPANY shall be entitled to rely conclusively on SHIPPER'S nomination of the quantities to be delivered at the Receipt Point as authorized for purchase from its seller(s) or sale to its end-user(s). SHIPPER shall not nominate for transportation in excess of: (i) the volumes to be purchased/sold by SHIPPER, (ii) the volumes third-party transporter(s) have agreed to accept for transportation for delivery to COMPANY, or (iii) the volumes third-party transporter(s) or local distributor(s) have agreed to accept for delivery by COMPANY, whichever is less. SHIPPER shall be responsible for all dispatching notices to its seller(s) or end-user(s) and third-party transporter(s), for notifying seller(s) or end-user(s) and third-party transporter(s) of any changes in nominations, and for insuring that seller(s) or end-user(s) and third-party transporter(s) comply with such changes.
- (b) COMPANY'S Procedures: Prior to final scheduling of any nominations by SHIPPER, COMPANY shall make such inquiries as it deems necessary, including but not limited to contacting the responsible dispatching party at each Receipt Point and each Delivery Point, to determine that the portion of SHIPPER'S nomination which can be scheduled by COMPANY will be implemented as stated by SHIPPER ("Confirmation Request"). COMPANY may require confirmation by a Confirming Party no later than 3:30 p.m. Central Clock Time for the 11:30 a.m. nomination cycle and by 9:00 p.m. for the evening nomination cycle. A Confirmation Requester is a Service Provider, including a Point Operator, which is seeking to confirm a quantity of gas via the information outlined in NAESB Standard 1.4.3 with another Service Provider ("Confirming Party"), with respect to a nomination at a location. A Confirming Party is a Service Provider, including a Point Operator, which provides a confirmation for a quantity of gas via the information outlined in NAESB Standard 1.4.4 to a Confirmation Requester with respect to a nomination at a location. Confirming Parties refers to a Confirmation Requester and the Confirming Party. The receiver of a nomination initiates the confirmation process. The party that would receive a Confirmation Request or an unsolicited Confirmation Response may waive the obligation of the sender to send. Confirming Parties may agree that one party deems all requests at a location are confirmed by the other party ("Confirmation by Exception") without a response communication from that party. The Confirmation by Exception party can take exception to any Confirmation Request by so informing the Confirmation Requester within a mutually agreed upon time frame. Absent mutual agreement between the Confirming Parties, the explicit confirmation process is the default methodology. The explicit confirmation process requires that the Confirming Party respond to a Confirmation Request or initiate an unsolicited Confirmation Response. Under the explicit confirmation process, if the Confirming Parties do not agree upon a nomination quantity, then the lesser of the confirmation quantities should be the confirmed quantity; provided that for decreases during the intraday nomination/confirmation process, the confirmed quantity shall not be less than the elapsed-prorated-scheduled quantity. With respect to a nomination to make up an estimated imbalance, COMPANY will accept such nomination as long as the available information (e.g., metered volumes, estimated production reports or confirmed nominations) indicates that an imbalance has been incurred, but if it is ultimately determined that no imbalance was incurred, COMPANY will not be responsible in any manner to SHIPPER for accepting its nomination.

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GENERAL TERMS AND CONDITIONS
(Continued)

12.4 (Continued)

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. A given quarter hour will contain all transactions which receipt time is less than the beginning of the subsequent quarter hour.

- (c) Confirmation Failures: In the event a Confirmation by Exception or other agreement is not in place between Confirming Parties and COMPANY is unable to obtain a response to a Request for Confirmation or an unsolicited Confirmation Response, then the following confirmation procedures shall apply:
- (i) With respect to the timely nomination/confirmation process, the lesser of the confirmation quantity or the previously scheduled quantity shall be the new confirmed quantity; or
 - (ii) With respect to timely requests for increases during the intraday nomination/confirmation process, the previously scheduled quantity shall be the new confirmed quantity; or
 - (iii) With respect to timely requests for decreases during the intraday nomination/confirmation process, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity; and
 - (iv) COMPANY shall provide the service requester with an explanation why the nomination failed.

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GENERAL TERMS AND CONDITIONS

(Continued)

Section 12.4(c) (continued)

- (c) Receipt Point Nominations Affected by Force Majeure Events:
Notwithstanding the foregoing to the contrary, if a SHIPPER'S gas supplies at a Receipt Point cannot be confirmed, solely as a result of an event of force majeure affecting such supply, COMPANY shall not interrupt SHIPPER'S transportation service affected by the force majeure event until the next day for which service can be nominated hereunder, i.e. it will provide emergency balancing, provided that the following two conditions are met. First, the anticipated system mean temperature for the day of transportation for which SHIPPER requests emergency balancing must be 40 degrees Fahrenheit or less. Second, COMPANY must determine, in its reasonable judgment, that its retained storage inventory and retained storage withdrawal capacity available for such day are sufficient, in light of all other operating conditions, to allow such transportation service to continue until the next day for which service can be nominated hereunder. SHIPPER must comply with the force majeure notice requirements set forth in Section 8.3 hereof and request COMPANY to provide emergency balancing under this provision. If COMPANY cannot provide emergency balancing to all SHIPPERS who request that it begin within a similar time period, then COMPANY shall provide the level of emergency balancing that it determines is available to firm SHIPPERS first, on a pro rata basis, and then to all other services pursuant to the provisions of Section 16.2(d).

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GENERAL TERMS AND CONDITIONS
(Continued)

Section 12.5 (continued)

- (b) If during any day of the month SHIPPER'S total scheduled quantities at a Receipt Point vary by more than four (4) percent of such nominations from the daily quantities received by COMPANY for SHIPPER'S account at the Receipt Point on that day, a scheduling penalty shall be assessed; provided, however, that said scheduling penalty shall not be assessed if said variance occurs solely because of COMPANY'S inability to accept gas delivered to COMPANY for SHIPPER'S account. Notwithstanding the fact that SHIPPER's scheduled quantities and SHIPPER'S actual receipts vary by more than the four (4) percent tolerance described above, if the total scheduled quantities (i) at the Receipt Point identified in the notice or (ii) at a group of Receipt Points identified in the notice set forth in 12.5(a) above, if applicable; or (iii) at those Receipt Points within the group of Receipt Points in (ii) above, having the same Point Operator as the Receipt Point at which SHIPPER has scheduled quantities, if applicable, do not vary by more than four (4) percent of the daily quantities received by COMPANY at the Receipt Point, the group level, or the operator level, respectively, then no scheduling penalty shall be assessed hereunder. Subject to the provisions of Section 12.5(d) below, the scheduling penalty shall be equal to the maximum Transportation Charge under the IT Rate Schedule multiplied by the quantities in excess of the allowed variance, provided, however, that such penalty shall be waived for an interruptible SHIPPER whose scheduled volumes are bumped by a firm intra-day nomination but shall be waived only for the day that such bumping occurs.
- (c) If during any day of the month quantities of gas delivered at each Delivery Point by COMPANY for SHIPPER'S account is less than ninety (90) percent of the daily quantities nominated by SHIPPER for each Delivery Point, a scheduling penalty shall be assessed. Subject to the provisions of Section 12.5(d) below,

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GENERAL TERMS AND CONDITIONS
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13. DETERMINATION OF RECEIPTS AND DELIVERIES

13.1 Receipt Point Allocation:

- (a) PDA Requirement: In the event gas other than the gas transported for SHIPPER is measured by COMPANY'S meter at each Receipt Point, SHIPPER agrees to provide, or cause to be provided, to COMPANY as set forth herein a predetermined allocation ("PDA") statement from its seller(s) and/or third-party transporter(s)/operator(s) setting forth the information described herein for the purpose of determining the quantity of gas to be received by COMPANY for the account of SHIPPER at each Receipt Point for the day(s) of transportation for which SHIPPER has made its nomination(s).
- (b) PDA Methods: The predetermined allocation statements provided for each Receipt Point on COMPANY'S system shall include:

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Superseding: Third Revised Sheet No. 132

GENERAL TERMS AND CONDITIONS

(Continued)

Section 13.1(b) (i) (continued)

- (i) an allocation by the operator of the facilities immediately upstream of COMPANY'S Receipt Point which allocates each working interest owner's gas to be delivered at the Receipt Point on each day of transportation service based on one of the following methods:
 - (A) Percentage PDA;
 - (B) Pro rata PDA;
 - (C) Ranked PDA;
 - (D) Swing PDA;
 - (E) OPV PDA; or
 - (F) Any other mutually agreeable allocation methodology.
- (ii) a ranking by each working interest owner of the various transportation Service Agreements and Supply Pool Balancing Agreements (collectively referred to herein as "Service Agreements") supplied by said owner's share of gas production at the Receipt Point for each day of transportation service. The working interest owner shall rank the Service Agreements to receive its gas supplies based on one of the following methods:
 - (A) Pro rata PDA;
 - (B) Ranked PDA;
 - (C) Percentage PDA;
 - (D) Swing PDA;
 - (E) OPV PDA; or
 - (F) Any other mutually agreeable allocation methodology.

Rankings shall include the contract number assigned by COMPANY to each Service Agreement and the name of the SHIPPER thereunder.

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Ninth Revised Sheet No. 133 Ninth Revised Sheet No. 133

Superseding: Eighth Revised Sheet No. 133

GENERAL TERMS AND CONDITIONS
(Continued)

Section 13.1(b) (continued)

The party providing an OPV PDA under Section 13.1(b) above, will also designate the Service Agreement to be used to handle any variance between the total quantity entered for allocation at the point under the OPV PDA methodology and the total quantity measured at the point on a day. The PDA shall be provided by each party under this Section 13.1 for each line item nomination provided by COMPANY for confirmation. COMPANY shall then use the predetermined priority provided by SHIPPER in its nominations for applying the PDA to the Package ID level within the line item nomination level. The party providing the PDA under this Section 13.1 should communicate to the other shippers that their transaction(s) for allocation purposes are lowest ranked or swing, when such shippers' transactions(s) are identified in the PDA statement submitted to COMPANY by the allocating party as being lowest ranked or swing.

- (c) Pipeline Interconnects: The predetermined allocation statement for Receipt Points interconnecting with third-party pipelines shall be provided by the third-party pipeline and shall rank the various Service Agreements to be supplied at the Receipt Point in accordance with one of the methodologies enumerated in Section 13.1(b)(i) above or in Section 13.3 below. In the event there is a conflict between the foregoing methodologies and the third-party pipeline's provision in its FERC Gas Tariff governing the allocations of deliveries, said pipeline company and COMPANY shall mutually agree on the predetermined allocation methodology to be used. The ranking shall include the contract number assigned by COMPANY to each Service Agreement and the name of the SHIPPER thereunder.
- (d) PDA Deadlines and Default PDA: Each predetermined allocation statement must be submitted to COMPANY, by facsimile machine or through SoNet Premier, during the confirmation of that day's nominations or after confirmation but prior to 5:00 p.m. CCT two (2) business days following the gas day. COMPANY shall extend the PDA deadline to no later than four (4) business days following the end of the month in which the gas was transported in the event all of the affected parties, including the Point Operator and all shippers, send notice to COMPANY in writing that they are in agreement on the PDA to be used and have no objection to a change in the PDA. If there are no additions in nominations by a SHIPPER at a Receipt Point or other changes, the current predetermined allocation statement will stay in effect as submitted until it is changed pursuant to the foregoing procedures. A new allocation detail may be needed when a nomination changes. In the event SHIPPER tenders a nomination at a Receipt Point (or from a seller) currently not providing supplies to SHIPPER, then SHIPPER must provide, or cause to be provided, as set forth above a revised predetermined allocation statement at the Receipt Point

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GENERAL TERMS AND CONDITIONS
(Continued)

Section 13.1(d) (continued)

which recognizes SHIPPER'S nomination. In the event COMPANY does not receive a predetermined allocation statement, or revised predetermined allocation statement, for a Receipt Point in a timely manner, each SHIPPER agrees that COMPANY shall be authorized to allocate gas supplies at that Receipt Point based on a Pro Rata PDA until COMPANY receives a predetermined allocation statement pursuant to the above procedures which revises the Pro Rata PDA allocation on a prospective basis.

- (e) SHIPPER hereby agrees that COMPANY shall have the right to rely conclusively on the foregoing predetermined allocations for the purposes of determining the daily quantities of gas received by COMPANY for the account of SHIPPER at each Receipt Point.

13.2 Delivery Point Allocation:

- (a) Use of PDAs: On a daily basis at each Delivery Point, COMPANY shall allocate the quantities of gas metered at the point among the quantities of gas scheduled at the point for the account of its SHIPPERS based on the Pro Rata PDA method unless another PDA method is provided by the party that owns or operates the downstream facilities interconnecting with COMPANY'S facilities at each Delivery Point (the "downstream operator"). The alternative PDA methodologies from which the downstream operator may choose include the Swing PDA, a Ranked PDA, a Percentage PDA, an OPV PDA, or any other mutually agreeable allocation methodology. A new allocation detail may be needed when a nomination changes. The PDA shall be provided by the downstream operator on a line item basis at the level of nomination detail provided by COMPANY for confirmation. COMPANY shall then use the predetermined priority provided by SHIPPER in its nomination for applying the PDA to the Package ID level within the line item nomination level. SHIPPER agrees that COMPANY shall have the right to rely conclusively on the PDA provided pursuant to this Section 13.2 for the purposes of determining the daily quantities of gas delivered by COMPANY for the account of SHIPPER at each Delivery Point. The downstream operator providing an OPV PDA, will also designate the Service Agreement to be used to handle any variance between the total quantity entered for allocation at the point under the OPV PDA methodology and the total quantity measured at the point on a day. Downstream operators should communicate to the other shippers that their transaction(s) for allocation purposes are lowest ranked or swing, when such shippers' transaction(s) are identified by the downstream operator in the PDA statement submitted to COMPANY as being lowest ranked or swing.

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Fourth Revised Sheet No. 135 Fourth Revised Sheet No. 135

Superseding: Third Revised Sheet No. 135

GENERAL TERMS AND CONDITIONS
(Continued)

Section 13.2(b)

- (b) Allocations to No-Notice Service: If the total quantity allocated to a SHIPPER at a Delivery Point pursuant to the PDA in effect for the gas day is different from the total quantity scheduled by SHIPPER at the Delivery Point for that day, the difference shall be allocated, if applicable to SHIPPER'S available no-notice service under Rate Schedule FT-NN at the Delivery Point in the following manner:
- (i) Excess Difference: To the extent the total quantity allocated to SHIPPER is greater than the total quantity scheduled for SHIPPER at a Delivery Point ("Excess Difference"), then such Excess Difference, plus applicable fuel, shall be withdrawn from SHIPPER'S CSS account on a no-notice basis, not to exceed SHIPPER'S available no-notice quantity applicable to the point. If SHIPPER'S available no-notice withdrawal capacity is not sufficient to satisfy its Excess Differences at all Delivery Points under its FT-NN service, then SHIPPER'S total available no-notice withdrawal capacity will be allocated pro rata among its FT-NN Delivery Points with Excess Differences in each zone based on the ratio that the Excess Differences, not to exceed the FT-NN capacity at the point, bear to each other.
 - (ii) Deficient Difference: To the extent the total quantity allocated to SHIPPER is less than the total quantity scheduled for SHIPPER at a Delivery Point ("Deficient Difference"), then such Deficient Difference, plus applicable fuel, shall be injected into SHIPPER'S CSS account on a no-notice basis, not to exceed SHIPPER'S available no-notice quantity applicable to the point. If SHIPPER'S available no-notice injection capacity is not sufficient to satisfy its Deficient Differences at all Delivery Points under its FT-NN service, then SHIPPER'S total available no-notice injection capacity will be allocated pro rata among its FT-NN Delivery Points with Deficient Differences in each zone based on the ratio that the Deficient Differences, not to exceed the FT-NN capacity at the point, bear to each other.
 - (iii) Operator-Provided Injection Option: If the downstream operator at a Delivery Point has available no-notice injection capacity, after resolving the Deficient Differences of its own service agreements under subsection (ii) above, or if the downstream operator at a Delivery Point has released no-notice capacity to SHIPPER(S) at the Operator's Delivery Point(s) and SHIPPER(S) have available no-notice injection capacity at the Delivery Point, the downstream operator may agree to apply all or part of the remaining available no-notice injection capacity toward SHIPPER(S)'S unresolved Deficient Difference(s) at the Delivery Point.

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Second Revised Sheet No. 135A Second Revised Sheet No. 135A

Superseding: First Revised Sheet No. 135A

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(Continued)

Section 13.2(b)(iii) (continued)

If the downstream operator agrees to such application of the remaining available no-notice injection capacity, the Operator-Provided Injection Quantity for each SHIPPER at a Delivery Point must be submitted to COMPANY by 5:00 p.m. CCT two (2) business days following the gas day. If the total Operator-Provided Injection Quantities are greater than the sum of the downstream operator's remaining available no-notice injection capacity and SHIPPER(S)'S available no-notice injection capacity, then COMPANY shall pro rate the available no-notice injection capacity based on the ratio that each applicable SHIPPER'S unresolved Deficient Difference, not to exceed the Operator-Provided Injection Quantity, bears to the total. The injection quantity allocated to SHIPPER hereunder will be deemed to have been delivered to the downstream operator's CSS account under SHIPPER'S transportation Service Agreement. Unless COMPANY is limiting ISS injections for the applicable gas day, downstream operator may agree to apply ISS injections toward SHIPPER(S)'S remaining unresolved Deficient Difference(s) at the Delivery Point. If the downstream operator agrees to applying such ISS injections, the ISS election for the Delivery Point must be submitted to COMPANY by 5:00 p.m. CCT two (2) business days following the gas day. The ISS election will be applied to all SHIPPERS having an Operator-Provided Injection Quantity greater than zero. Upon such application, the injection quantity allocated to SHIPPER hereunder will be deemed to have been delivered to downstream operator's ISS account under SHIPPER'S transportation Service Agreement.

- (c) Systemwide Allocations: If downstream operator has multiple Delivery Points in the same rate zone on COMPANY'S system, COMPANY shall apply the provisions of this Section 13.2 to the aggregate daily gas flow at such Delivery Points. It is provided, however, that the downstream operator may elect not to have the gas allocated at its Delivery Points on an aggregate basis, but have the gas flow allocated at each Delivery Point separately. Such non-systemwide election should be provided in writing by the downstream operator to COMPANY'S Customer Services Department no later than the last business day of the month prior to the month for which the election is to be effective. The election shall remain in effect on a month-to-month basis until the downstream operator cancels its election by the same manner and deadline as required for exercising its election.
- (d) PDA Deadlines: Each PDA must be submitted to COMPANY, by facsimile machine or through SoNet Premier, during the confirmation of that day's nominations or prior to 5:00 p.m. CCT two (2) business days following the gas day. COMPANY shall extend the PDA deadline to no later than four (4) business days following the end of the month in which the gas was transported in the event all of the affected parties, including the Point Operator and all shippers, send notice to COMPANY in writing that they are in agreement on the PDA to be used and have no objection to a change in the PDA. If there are no additions in nominations by a SHIPPER at a Delivery Point or other changes, the current PDA will stay in effect as submitted until it is changed pursuant to the foregoing procedures. In the event SHIPPER adds a nomination at a Delivery Point, then SHIPPER must provide, or cause to be provided, as set forth above a PDA at the Delivery Point which recognizes SHIPPER'S nomination.

Ninth Revised Sheet No. 136 Ninth Revised Sheet No. 136 : Effective
Superseding: Eighth Revised Sheet No. 136

GENERAL TERMS AND CONDITIONS
(Continued)

Section 13.2(e) (continued)

- (e) Pipeline Interconnects: The predetermined allocation statement for Delivery Points interconnecting with third-party pipelines shall be provided by the third-party pipeline and shall be one of the PDA methods enumerated in Section 13.2(b) above or Section 13.3 below. In the event there is a conflict between the foregoing methodologies and the third-party pipeline's provisions in its FERC Gas Tariff governing the allocations of gas, said pipeline company and COMPANY shall mutually agree on the predetermined allocation methodology to be used.
- (f) Maximization: To better maximize the use of SHIPPER'S firm transportation services for which it is paying a Reservation Charge, as well as the use of FT-NN service on a no-notice basis, COMPANY shall maximize SHIPPER'S services as follows prior to billing a provided for
- SHIPPER under its Service Agreements with COMPANY. In the event a Service Agreement contains a Negotiated Rate transaction, such Service Agreement shall not be subject to maximization as below, unless SHIPPER and COMPANY otherwise agree in the Negotiated Rate Exhibit on the method for prioritizing the Negotiated Rate Service Agreement in the maximization process.
- (i) Delivery Point Level: The total quantity allocated to SHIPPER at each Delivery Point (or aggregate Delivery Points) pursuant to the PDA in effect for the day shall be deemed to be allocated among SHIPPER'S various services in effect at each point on that day in the following basis
- order, as applicable: Reservation FT and acquired FT capacity released on a reservation basis ("Standard Firm"), Reservation FT-NN and acquired FT-NN capacity released on a reservation basis ("Standard FT-NN"), Small Shipper FT and Small Shipper FT-NN, acquired capacity release charged on a volumetric basis (allocated up to the scheduled quantity in the order provided by SHIPPER through the predetermined priorities of its nomination), IT, then overrun. It is provided, however, that the allocation of any deliveries at a Delivery Point for a segmented transaction receipts within a zone will be capped at the lesser of the applicable allocated deliveries or receipts.
- (ii) Zone Level: For SHIPPER'S final billing purposes, the following reallocation shall occur, as applicable, within each rate zone. The total Delivery Point quantities allocated to SHIPPER'S Reservation FT and acquired FT capacity released on a reservation basis ("Standard Firm"), Reservation FTNN and acquired FT-NN capacity released on a reservation basis ("Standard FT-NN"), IT service, and overrun, pursuant to Section 13.2(f)(i) above, shall be reallocated within the rate zone to the following service types (up to SHIPPER'S total Transportation Demands for each service type within that rate zone): Reservation FT and acquired FT capacity released on a reservation basis ("Standard Firm"), Reservation FTNN and acquired FT-NN capacity released on a reservation basis ("Standard FT-NN"). SHIPPER'S total zone quantities allocated to Small Shipper FT and/or FTNN service shall remain the same at the zone level. SHIPPER'S quantities allocated to each acquired volumetric capacity release at the Delivery Points within the zone shall remain the same at the zone level. Overrun quantities allocated to SHIPPER's capacity that has been segmented within the zone shall remain the same at the zone level and will not be reallocated. Any remaining quantities allocated to SHIPPER within the zone shall first be allocated to IT service, not to exceed the total IT quantity

charged at allocated to SHIPPER at the Delivery Points within the zone, and then as overrun gas the maximum rate set forth on the currently effective Sheet Nos. 18 or 30 of this Tariff applicable to the zone of delivery.

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This sheet supersedes and cancels the following sheets which are reserved for future use:

Original Sheet Nos. 136a, 137, 138a

Fourth Revised Sheet No. 138

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 137 Original Sheet No. 137 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

different contract number or cancels its election by notifying COMPANY in the same time and manner as required for exercising its election.

- (i) If the aggregate quantities of gas measured on a day at a Delivery Point or multiple Delivery Points owned by the same downstream operator in the same rate zone are equal to or greater than the aggregate quantities of gas scheduled for delivery at the Delivery Point(s), the aggregate quantities of gas measured on each such day shall be allocated to individual Service Agreements in the following order:
 - (A) The quantities of gas scheduled by COMPANY for delivery under Rate Schedules FT, FT-NN, and IT and any other transportation service agreement or Rate Schedule.
 - (B) The quantity of gas eligible for delivery on a no-notice basis under Rate Schedule FT-NN, on a pro rata basis.
 - (C) Any remaining quantity shall be overrun gas and shall be allocated to the downstream operator's designated transportation Service Agreement.
- (ii) When the aggregate quantities of gas measured at the Delivery Point(s) on a day are less than the aggregate quantities of gas scheduled for delivery at the Delivery Point(s), COMPANY shall allocate the aggregate quantities of gas measured on each such day to individual Service Agreements under COMPANY'S Rate Schedules in the following manner:
 - (A) The difference between the total quantities of gas scheduled by COMPANY for delivery at the Delivery Point(s) and the total quantities of gas measured at the Delivery Point(s) shall be

Fourth Revised Sheet No. 138 Fourth Revised Sheet No. 138 : Effective
Superseding: Third Revised Sheet No. 138

GENERAL TERMS AND CONDITIONS
(Continued)

Section 13.2(b)(ii)(A)

allocated to the downstream operator's FT-NN Service Agreement, up to the maximum quantity of gas eligible for injection on a no-notice basis under said Service Agreement, and shall be deemed to have been injected into the downstream operator's Storage Inventory.

(B) The measured quantities of gas shall then be allocated to scheduled Service Agreements in the following order:

- (1) the quantities of gas scheduled under transportation Service Agreements with third parties, on a pro rata basis based on scheduled nominations;
- (2) the quantities of gas scheduled under transportation Service Agreements with the downstream operator, on a pro rata basis based on scheduled nominations.

- (iii) For a SHIPPER that has Service Agreements for both firm and interruptible services, the total quantities allocated to said Service Agreements shall be reallocated by increasing the quantities allocated to the Service Agreement(s) for firm service, not to exceed the total Transportation Demand under said Service Agreement(s); provided, however, that such reallocation shall not be made to any firm transportation capacity release agreement which is not subject to payment on a Reservation Charge basis.
- (iv) For a SHIPPER that has an FT-NN Service Agreement subject to a Reservation Charge and an FT-NN Service Agreement subject to the Small Shipper Charge, the total quantities of gas allocated to said FT-NN Service Agreements under Section 13.2(b)(i)(B) above shall be reallocated by increasing the quantities allocated to the FT-NN Service Agreement subject to a Reservation Charge up to the Transportation Demand under said Service Agreement.
- (v) For purposes of Section 13.2(b)(i) and (ii) above, if a SHIPPER has quantities scheduled under an FT-NN Service Agreement on a day when it has unutilized firm contract demand remaining on either an FT Service Agreement or capacity release agreement, then the quantities of gas allocated to said FT-NN Service Agreement(s) shall be reallocated to said FT or capacity release Service Agreement up to that Agreement's unutilized Transportation Demand; provided that the FT or capacity release Service Agreement to which the FT-NN volume is reallocated must have the same rate structure, i.e. Small Shipper or Reservation Charge, as the FT-NN Service Agreement being reallocated. This reallocation shall occur prior to allocating no-notice volumes to SHIPPER'S FT-NN Service Agreement(s) above.

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Original Sheet No. 138A Original Sheet No. 138A : Effective

GENERAL TERMS AND CONDITIONS
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Section 13.2(c) (continued)

- (c) The downstream operator of multiple Delivery Points may choose to have the quantities of gas measured at its Delivery Points allocated on an individual Delivery Point basis rather than on an aggregate basis using one of the methodologies set forth either in Section 13.2(a) or Section 13.2(b) above by notifying COMPANY'S Accounting Services Department in writing of such election no later than the fifteenth (15th) day of the month prior to the month for which the election is to be

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Fifth Revised Sheet No. 139 Fifth Revised Sheet No. 139 : Effective

Superseding: Fourth Revised Sheet No. 139

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13.3 Pipeline Interconnect Allocation:

(a) An operational balancing agreement (OBA) is a contract between two parties which specifies the procedures to manage operating variances at an interconnect. At any point of interconnection with another pipeline, COMPANY may agree, on a nondiscriminatory basis, to enter into a form of OBA (herein called a "Pipeline Balancing Agreement") with such pipeline operator in lieu of the allocation provisions of Section 13.1 and/or Section 13.2 above, as applicable, if the following conditions are met:

- (i) the pipeline operator is creditworthy or provides one of the alternate forms of credit support set forth in Section 2.1(d) herein;
- (ii) the pipeline operator maintains dispatching personnel on a 24-hour basis, seven days a week;
- (iii) the point of interconnection is equipped with electronic measurement equipment and remote flow control; and
- (iv) COMPANY and pipeline operator enter into a Pipeline Balancing Agreement in the form set forth in this tariff, or such other form as the parties mutually agree to in a nondiscriminatory manner, which shall provide, inter alia, for the allocation of scheduled nominations at the point of interconnect with any daily variance between scheduled nominations and metered flow at such point to be resolved by COMPANY and the pipeline operator under the terms of the Pipeline Balancing Agreement.

(b) COMPANY shall maintain on SoNet a list of all pipeline interconnects at which a Pipeline Balancing Agreement is in effect.

13.4 Application of NAESB Standards' Timelines

The NAESB timelines applicable to standard NAESB predetermined allocation (PDA) methods shall also apply to any additional PDA methods offered by COMPANY pursuant to the provisions of this Section 13.

13.5 Time Limit on Disputes of Allocations:

If SHIPPER disputes any of the allocations of gas made to its agreements with COMPANY under this Section 13, SHIPPER must notify COMPANY of such dispute, with supporting documentation, no later than 6 months following the month of service being disputed. COMPANY shall have 3 months within which to resolve or rebut the dispute. These time limits do not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not be diminished by this provision.

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Fourth Revised Sheet No. 139A Fourth Revised Sheet No. 139A : Effective
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(Continued)

14. RESOLUTION OF IMBALANCES AND ADJUSTMENT

14.1 Resolution of Monthly Imbalances:

- (a) All imbalances accrued by SHIPPER under its transportation and supply pool balancing agreements shall be resolved on a monthly basis pursuant to the provisions herein. After each month of transportation on COMPANY'S system, COMPANY will calculate the imbalance which exists between the quantities of gas allocated each day to SHIPPER for its account at the Receipt Points during that month and the quantities of gas allocated each day to SHIPPER for its account at the Delivery Points during that month. Except with respect to imbalances accrued under a Liquefiables Transportation Agreement which shall be resolved pursuant to Section 14.1(h) below, all such imbalances (overdeliveries and underdeliveries to COMPANY) accrued by SHIPPER under each of its transportation or supply pool balancing agreements (or any such agreements under which SHIPPER has been appointed imbalance aggregation agent with authority to make and receive payments under this section) will be combined to derive a "Net Monthly Imbalance" (in Dth) for purposes of the following calculations. SHIPPER'S Net Monthly Imbalance then will be divided by the lesser of (i) the actual Dth's of gas received or (ii) the actual Dth's of gas delivered under all such agreements during the month to produce SHIPPER'S Net Imbalance Percentage for the month. If SHIPPER has elected to be allocated the variances in deliveries at specified Delivery Points under a Swing PDA, then such SHIPPER'S Net Imbalance Percentage shall be determined by dividing its Net Monthly Imbalance by the sum of (i) the lesser of the actual Dth's received or delivered under all of said SHIPPER'S agreements during the month, and (ii) the actual Dth's allocated to third-party SHIPPERS' transportation agreements at the Delivery Points where SHIPPER has elected to be allocated the variance in deliveries during the month. In the event the Net Monthly Imbalance calculated above under SHIPPER'S Service Agreement(s) varies from the estimated imbalance(s) posted by COMPANY for such agreement(s) during the month, then COMPANY shall also calculate an "Estimated Imbalance Percentage" for that month as follows for purposes of determining the maximum percentage at which SHIPPER'S Net Monthly Imbalance shall

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Second Revised Sheet No. 139.01 Second Revised Sheet No. 139.01 : Effective

Superseding: First Revised Sheet No. 139.01

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- 13.6 Any quantities received into COMPANY'S system at a receipt point or delivered from COMPANY'S system at a delivery point on a day when there is no scheduled nomination in effect at the point ("Unscheduled Quantities") shall be allocated to the operator of the interconnect facilities at the applicable point. Company shall allocate these volumes to the operators pooling or transportation contract. If no contract is in effect, allocations made to operator shall be deemed to be performed under Rate Schedule IT. Any Unscheduled Quantities allocated pursuant to this provision shall be treated in the same manner and have all corresponding obligations as scheduled gas for all purposes under this Tariff, including, but not limited to, assessing transportation charges, surcharges, cashout premiums, and penalties.
- 13.7 Zone Matrix Calculation: For purposes of determining the Transportation Charge applicable to each Dth of gas delivered for SHIPPER'S account under its Service Agreements as determined in Section 13.2(f)(i) above, COMPANY shall match SHIPPER'S receipts to SHIPPER'S deliveries in the following manner by category. Receipts shall first be matched to deliveries allocated to SHIPPER'S IT Service Agreement. Receipts shall then be matched to deliveries allocated to the following service types, as applicable, under SHIPPER'S Firm Transportation Service Agreement, not to exceed the corresponding total Transportation Demand: small shipper services, overrun, and then all other firm services. Within each of these categories, except as provided below for firm services charged at a small shipper rate, COMPANY shall match (i) intrazone receipts and deliveries, then (ii) receipts to forward haul deliveries (i.e. lowest to highest zone) in the order of lowest rate, and (iii) any remaining receipts to remaining deliveries in the order of lowest rate. If SHIPPER'S allocated deliveries exceed its allocated receipts, such excess deliveries are deemed to be sourced from the farthest receipt zone (i.e. production area). COMPANY shall calculate transportation charges for small shipper services based on deliveries within each delivery zone and shall match those deliveries with receipts from the farthest receipt zone (i.e. production area).

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Sixth Revised Sheet No. 140 Sixth Revised Sheet No. 140 : Effective

Superseding: Fifth Revised Sheet No. 140

GENERAL TERMS AND CONDITIONS

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be resolved below. The Estimated Imbalance Percentage shall be equal to the sum of the estimated imbalances (over-deliveries and under-deliveries) in effect for each of SHIPPER'S above-referenced Service Agreements at the end of the month, as posted on SoNet, ("Estimated Monthly Imbalance") divided by the lesser of (i) the quantity of gas deemed to be received or (ii) the quantity of gas deemed to be delivered under all such agreements during the month. If Shipper has elected to be allocated the variances in deliveries at specified Delivery Points under the Swing PDA, then such SHIPPER'S Estimated Monthly Imbalance Percentage shall be determined by dividing its Estimated Monthly Imbalance by the sum of (i) the lesser of the quantity of gas deemed to be received or delivered under all of said SHIPPER'S agreements during the month, and (ii) the quantity of gas deemed to be delivered under third-party SHIPPERS' transportation agreements at the Delivery Points where SHIPPER has elected to be allocated the variances in deliveries during the month.

It is provided, however, that the denominator used in the calculation of SHIPPER'S Net Imbalance Percentage and its Estimated Monthly Imbalance Percentage shall exclude, if applicable, (i) any volumes allocated from SHIPPER'S Tier I Supply Pool Balancing Agreements to the same SHIPPER'S Tier II Supply Pool Balancing Agreements, and (ii) any volumes allocated from SHIPPER'S Tier I or Tier II Supply Pool Balancing Agreements to the same SHIPPER'S transportation agreements.

- (b) (1) Subject to the provisions of subsections (e), (f) and (g) below, if SHIPPER has accrued a Net Monthly Imbalance such that the total quantities of gas received by COMPANY for SHIPPER'S account during the month are less than the total quantities of gas delivered by COMPANY for SHIPPER'S account during the month ("Negative Imbalance") and such Net Monthly Imbalance is greater than 5,000 Dth, SHIPPER shall pay COMPANY for SHIPPER'S Net Monthly Imbalance at the following prices specified for each stated percentage that SHIPPER'S deliveries exceed its receipts; provided, however, that the cash out price applicable to SHIPPER'S Net Monthly Imbalance shall be the price resulting from the lower of (i) SHIPPER'S Estimated Imbalance Percentage for the month or (ii) SHIPPER'S actual imbalance percentage for the month as defined in Section 14.1(a).

Percentage of Excess Deliveries	Price
0 to 2%	100% of High Price
>2 to 5%	100% of High Price
>5 to 10%	115% of High Price
>10 to 15%	125% of High Price
>15 to 20%	140% of High Price
>20%	150% of High Price

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Fourth Revised Sheet No. 140A Fourth Revised Sheet No. 140A : Effective

Superseding: Third Revised Sheet No. 140A

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If the System Negative Imbalance (N) exceeds the System Positive Imbalance (P) ("Majority Imbalance"), then the cashout price shall be the High Price or a percentage of the High Price as set forth above. If $P > N$ ("Minority Imbalance") then the cashout price shall be the Index Price.

For purposes of determining the tier at which a Majority Imbalance will be cashed out, the price will apply only to quantities within a tier. For example, if there is a 6% imbalance, quantities that comprise the first 2% of the imbalance are priced at 100% of the High Price, quantities comprising the next 3% of the imbalance are priced at 100% of the High Price, and quantities comprising the remaining 1% of the imbalance are priced at 115% of the High Price.

- (2) Subject to the provisions of subsections (e), (f) and (g) below, if SHIPPER'S Net Monthly Imbalance is less than or equal to 5,000 Dth, SHIPPER shall pay COMPANY for SHIPPER'S Net Monthly Imbalance at the Index Price.
- (c) (1) Subject to the provisions of subsections (e), (f) and (g) below, if SHIPPER has accrued a Net Monthly Imbalance such that the total quantities of gas received by COMPANY for SHIPPER'S account during the month are greater than the total quantities of gas delivered by COMPANY for SHIPPER'S account during the month ("Positive Imbalance") and such Net Monthly Imbalance is greater than 5,000 Dth, COMPANY shall pay SHIPPER for its Net Monthly Imbalance at the following prices specified for

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Fifth Revised Sheet No. 141 Fifth Revised Sheet No. 141 : Effective
Superseding: Fourth Revised Sheet No. 141

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each stated percentage that SHIPPER'S receipts exceed its deliveries; provided, however, that the cash out price applicable to SHIPPER'S Net Monthly Imbalance shall be the price resulting from the lower of (i) SHIPPER'S Estimated Imbalance Percentage for the month or (ii) SHIPPER'S actual imbalance percentage for the month as defined in Section 14.1(a).

Percentage of Excess Receipts	Price
0 to 2%	100% of Low Price
>2 to 5%	100% of Low Price
>5 to 10%	85% of Low Price
>10 to 15%	75% of Low Price
>15 to 20%	60% of Low Price
>20%	50% of Low Price

If the System Negative Imbalance (N) exceeds the System Positive Imbalance (P) ("Minority Imbalance"), then the cashout price shall be the Index Price. If P>N ("Majority Imbalance"), then the cashout price shall be the Low Price or a percentage of the Low Price as set forth above.

For purposes of determining the tier at which a Majority Imbalance will be cashed out, the price will apply only to quantities within a tier. For example, if there is a 6% imbalance, quantities that comprise the first 2% of the imbalance are priced at 100% of the Low Price, quantities comprising the next 3% of the imbalance are priced at 100% of the Low Price, and quantities comprising the remaining 1% of the imbalance are priced at 85% of the Low Price.

- (2) Subject to the provisions of subsections (e), (f), and (g) below, if SHIPPER'S Net Monthly Imbalance is less than or equal to 5,000 Dth, SHIPPER shall pay COMPANY for SHIPPER'S Net Monthly Imbalance at the Index Price.
- (3) It is agreed, however, that in the event SHIPPER owes COMPANY any payments under subsection (b) above from a previous month which are past due, COMPANY shall have the right hereunder to offset payments it owes to SHIPPER under this subsection (c) by such past due amounts (inclusive of interest).
- (d) System Positive Imbalance ("P") is equal to the absolute value ("abv") of the sum of all SHIPPERS' Positive Imbalances accrued during the month.

System Negative Imbalance ("N") is equal to the absolute value ("abv") of the sum of all SHIPPERS' Negative Imbalances accrued during the month.

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First Revised Sheet No. 141A First Revised Sheet No. 141A : Effective

Superseding: First Substitute Original Sheet No. 141A

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The Low Price is equal to the lowest of the prices used by COMPANY, as set forth below, for calculating the Index Price for the month in which SHIPPER'S Net Monthly Imbalance was incurred. The High Price is equal to the highest of the prices used by COMPANY, as set forth below, for calculating the Index Price for the month in which SHIPPER'S Net Monthly Imbalance was incurred.

The Index Price is equal to the sum of the prices published by the following publications for delivery to COMPANY'S system 1) during the month in which SHIPPER'S Net Monthly Imbalance was incurred and 2) the first of the month price or the first weekly price published during the month following the month in which the imbalance was incurred divided by the number of such prices utilized by COMPANY as determined below:

- (i) Natural Gas Intelligence Weekly Gas Price Index, "South Louisiana," "Southern Natural," "Average";
- (ii) Inside F.E.R.C.'s Gas Market Report, "Southern Natural Gas Co.," "Louisiana," "Index".

With respect to Inside F.E.R.C.'s Gas Market Report, COMPANY will use the posting published for the first of each applicable month. With respect to Natural Gas Intelligence Weekly Gas Price Index, COMPANY will use each of the weekly postings published during the month in which the imbalance was incurred and the first weekly posting in the following month.

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FERC Docket: RP09-147-000

Tenth Revised Sheet No. 142 Tenth Revised Sheet No. 142

Superseding: Ninth Revised Sheet No. 142

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Section 14.1(d) (continued)

In the event either of these publications or specific postings contained therein is discontinued, COMPANY will revise this Section 14.1(d) to substitute another price index generally accepted in the natural gas industry. Until COMPANY receives approval from the Commission to use such substitute index, COMPANY will continue to calculate the Index Price each month based on the remaining index.

- (e) After each month, COMPANY will net all of the actual imbalances accrued during the month under each agreement subject to netting under Section 14.1(a) above to determine a net system imbalance for the month. If the net system imbalance does not exceed either 200,000 Dth of gas owed to COMPANY or 100,000 Dth of gas owed to SHIPPERS, the price to be paid by COMPANY or SHIPPER hereunder for each SHIPPER'S respective Net Monthly Imbalance shall be 100% of the Index Price in effect for that month regardless of each SHIPPER'S Net Imbalance Percentage or whether SHIPPER has incurred a Minority Imbalance or a Majority Imbalance.
- (f) (1) On or before the ninth business day following the end of a month, COMPANY shall post on SoNet Premier the Net Monthly Imbalance accrued by a SHIPPER hereunder during the previous month provided that said SHIPPER notifies COMPANY'S Customer Services Department via SoNet Premier or by facsimile machine no later than the last day of the Trading Period set forth below that SHIPPER wants to have its Net Monthly Imbalance posted. SHIPPER may also request within the same time period as provided above, COMPANY to post only its imbalance position; i.e., that SHIPPER is short or long during the month, to facilitate trading. Notices to post imbalances received by COMPANY on or before 11:45 a.m. shall be effective no later than 8:00 a.m. CCT the next business day. COMPANY shall not be required to post zero imbalances. SHIPPER may grant to COMPANY in writing the right to post its Net Monthly Imbalance or imbalance position on a standing basis; provided however, that if SHIPPER decides it does not wish COMPANY to post its imbalance or position for any month after it has issued a standing order to COMPANY, then SHIPPER must advise COMPANY at least three (3) days after the end of the month not to make the posting and SHIPPER must reinstitute the standing order in writing once it has revoked the standing order as provided above. SHIPPERS shall have seventeen (17) business days after the end of the month (Trading Period) within which to trade Net Monthly Imbalances. Imbalance trades can only be withdrawn by the SHIPPER initiating the trade prior to confirmation of the trade by the confirming SHIPPER. Both SHIPPERS that agree to trade all or part of their Net Monthly Imbalances must notify COMPANY'S Customer Services Department in writing, by e-mail or electronically via SoNet Premier on the form provided by COMPANY by 5:00 p.m. Central Time on the last day of the Trading Period ("Imbalance Trade Confirmation"). Each Imbalance Trade Confirmation shall include the name of

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Sixth Revised Sheet No. 142A Sixth Revised Sheet No. 142A

Superseding: Fifth Revised Sheet No. 142A

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Section 14.1(f) (1) (continued)

the SHIPPER sending the notice, the name of the other SHIPPER agreeing to the trade, the volume (in Dth's) of the SHIPPER'S Net Monthly Imbalance that is to be traded, a certification that SHIPPER has taken all steps necessary to effect the trade with the other party, and, if applicable, confirmation of credit-worthiness. Each SHIPPER to the trade agrees to indemnify and hold COMPANY harmless from and against any claims that either SHIPPER may have against the other arising out of or as a result of the trade. Upon receipt of the Imbalance Trade Confirmation, COMPANY shall send to each Shipper a notice of receipt ("Imbalance Trade Notification") no later than 12:00 noon CCT of the next business day. Imbalances trades are considered final when confirmed by the confirming SHIPPER and effectuated by COMPANY.

- (2) SHIPPER may elect to use gas in its Storage Inventory or the Storage Inventory of a third party under a CSS Service Agreement or ISS Service Agreement or its available storage capacity under its own or a third party's CSS Service Agreement or ISS Service Agreement to remedy all or any portion of its Net Monthly Imbalance; and SHIPPER shall not be obligated to pay to the COMPANY the applicable injection or withdrawal fee set forth under Rate Schedule CSS or Rate Schedule ISS for the amount of gas in dth that SHIPPER elects to use to remedy its Net Monthly Imbalance. To exercise this election to use gas in storage or storage capacity to remedy a Net Monthly Imbalance, SHIPPER must notify COMPANY'S Customer Services Department in writing, by e-mail or electronically via SoNet Premier on the form provided by COMPANY by the close of the Trading Period established under Section 14.1(f)(1) above for the month in which the imbalance is incurred if SHIPPER is using storage inventory or storage capacity on Southern's system to resolve its Net Monthly Imbalance. In order for SHIPPER to use a third party's CSS or ISS Service Agreement to resolve SHIPPER's Net Monthly Imbalance, such third party must confirm said use by SHIPPER by the deadline set forth above to exercise the election.
- (3) Effective with the month in which the Stipulation and Agreement in Docket No. RP04-523 becomes effective, SHIPPER may elect to use gas in its Storage Inventory or available capacity in a third party storage facility, provided that such third party storage facility is directly connected to COMPANY's system, to remedy that portion of SHIPPER's Net Monthly Imbalance or a third party SHIPPER's Net Monthly Imbalance designated by SHIPPER electronically via e-mail or SoNet Premier that is equal to or less than a Net Imbalance Percentage of 5%. To exercise this election, SHIPPER must notify COMPANY's Customer Services Department in writing, by e-mail or electronically via SoNet Premier on the form provided by COMPANY within the same time period described above in subsection (2) for on-system storage elections. In order for SHIPPER's election to be valid, the third party storage facility operator and third party SHIPPER, if applicable, must confirm acceptance of SHIPPER's election by the end of the election period and, as part of such confirmation, COMPANY and such storage facility operator must agree upon a method and the timing of resolving said imbalance; provided, however, COMPANY's agreement will not be unreasonably withheld.
- (4) COMPANY shall not calculate SHIPPER'S Net Imbalance Percentage under Section 14.1(a) above for a month until all trades and storage resolutions for such month are completed pursuant to this Section 14.1(f).

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Second Revised Sheet No. 143 Second Revised Sheet No. 143 : Effective

Superseding: First Revised Sheet No. 143

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- (g) In the event there is a prior period adjustment to the quantities of gas booked under SHIPPER'S Service Agreements due to metering errors or other errors attributable to COMPANY'S responsibilities under its Tariff, the quantity of such adjustment shall be cashed out at 100% of the Index Price for the month in which the error occurred or the month in which the error was discovered, whichever is to SHIPPER'S benefit.
- (h) Imbalances accrued by SHIPPER under a Liquefiabiles Transportation Agreement during a month shall be resolved by SHIPPER and COMPANY separately pursuant to the provisions of this Section 14.1; provided, however, that the price to be paid by COMPANY or SHIPPER for SHIPPER'S Net Monthly Imbalance accrued during each month with respect to such liquefiabiles shall be 100% of the Index Price in effect for that month regardless of SHIPPER'S Net Imbalance Percentage.
- (i) Reserved for future use.

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Sheet reserved for future use.

Fifth Revised Sheet No. 144A Fifth Revised Sheet No. 144A : Effective
Superseding: Fourth Revised Sheet No. 144A

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14.2 Storage Cost Reconciliation Deferred Account:

(a) The purpose of this Section 14.2 is to establish a mechanism to reconcile through surcharges or credits, as appropriate, differences between the cost to COMPANY of its storage gas inventory and the amounts COMPANY receives for such gas arising out of both the purchase and sale of such gas in order to resolve SHIPPER imbalances as provided for pursuant to the this Section 14 and the purchase and sale of gas as may be necessary to maintain an appropriate level of storage gas inventory for system management purposes.

(b) COMPANY shall maintain a Storage Cost Reconciliation Deferred Account (referred to in this Section 14 as the "Deferred Account") in the manner described in this Section 14.2. COMPANY shall calculate the difference between (a) the cost per Mcf of the gas in storage owned by COMPANY and (b) the weighted average price per Mcf arising out of the following transactions: (i) any sale or purchase of gas to resolve imbalances under Sections 14.1(b) and (c) above, Section 2.2 of COMPANY'S Pipeline Balancing Agreement, and any other form of balancing agreement between COMPANY and a pipeline operator entered into to facilitate the allocation of SHIPPERS' gas at pipeline interconnections, respectively, (ii) any assignment to or from COMPANY of gas to resolve SHIPPER imbalances pursuant to Section 14.1(f) above, and (iii) any sale or purchase of gas to maintain an appropriate level of storage gas inventory; and shall multiply such difference by the volumes of gas injected into or withdrawn from storage, as applicable, during such month for such purposes. If the product is positive, the amount shall be credited to the Deferred Account, and if negative, shall be debited (as a positive number) to the Deferred Account. Further, any revenues collected by COMPANY pursuant to the tariff sections or any other penalties listed in Section 41 of the General Terms and Conditions or those

penalties

set forth in Article 7 of Rate Schedule PAL, net any associated costs, for any month beginning March 2000, shall be credited to the Deferred Account.

(c) At the end of October 1994, and at the end of the same month of each succeeding calendar year, COMPANY shall determine whether the balance in the Deferred Account, whether debit or credit, is in excess of \$500,000. If so, COMPANY shall refund or surcharge, as appropriate and as hereinafter provided, the portion of the Deferred Account balance representing fixed and realized gains or losses from the purchase and sale of COMPANY's storage gas inventory. Such amount shall be divided by the Transportation Volumes computed for the preceding twelve (12) calendar months. For purposes of this section, Transportation Volumes shall be defined as the sum of 1) the total quantity received under Supply Pool Balancing Agreements in Dth excluding receipts from CSS or ISS Contracts, other Supply Pool Balancing Agreements, and PAL Points of Transaction (PT), and 2) the total quantity delivered under Rate Schedules FT, FT-NN, and IT in Dth. The amount so computed shall be applied as a reduction (if the balance in the Deferred Account was a credit) or as a surcharge (if the balance in the Deferred Account was a debit) to the Transportation Volumes under Rate Schedules FT, FT-NN, IT, and Supply Pool Balancing Agreements during the following calendar year beginning January 1. The total amount of any such reductions applied during any month shall be debited to the Deferred Account and the total amount of any such surcharges collected during any month shall be credited to the Deferred Account. The portion of the Deferred Account representing contingent and unrealized gains and losses from the purchase and sale of the COMPANY's storage gas inventory shall be carried forward in the Deferred Account.

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Sixth Revised Sheet No. 145 Sixth Revised Sheet No. 145 : Effective
Superseding: Fifth Revised Sheet No. 145

GENERAL TERMS AND CONDITIONS
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15. BILLING AND PAYMENT

15.1 Billing:

On or before the 9th business day of each calendar month, COMPANY shall render to SHIPPER an imbalance statement of the daily volumes and the Btu content of the gas received for the account of SHIPPER for transportation, the daily volumes and the Btu content of the gas delivered to or for the account of SHIPPER, and an invoice for transportation services provided in the preceding month. Rendered is defined as time-stamped and delivered to the site designated by COMPANY on SoNet Premier or

delivered to

SHIPPER by the U.S. Postal Service,

a nationally reputable courier service, or electronically through e-mail. COMPANY shall

provide

to SHIPPER notice electronically when SHIPPER's invoice is available on SoNet Premier. The invoice will be

deemed rendered once the COMPANY sends such notice of invoice availability. For those SHIPPERS who elect to trade imbalances, COMPANY may furnish separate imbalance invoices after the trading period. COMPANY may also furnish separate invoices for penalty charges accrued by SHIPPER pursuant to the terms of COMPANY'S FERC Gas Tariff. Prior to rendering an invoice to SHIPPER, COMPANY shall offset the bill by all amounts owed by COMPANY to the SHIPPER for that

month;

provided, however, that this offset shall not affect disputed amounts.

15.2 Payment:

Billing statements shall be deemed to be received by each SHIPPER on the date of the

postmark,

timestamp or electronic delivery of the notice

rendered by COMPANY. SHIPPER shall make payment to COMPANY

for the services performed or charges levied hereunder during the preceding calendar

month

by first class U.S. Mail, at the address set forth for COMPANY as indicated on COMPANY'S statement, no later than ten (10) days after the SHIPPER'S receipt thereof or, at COMPANY'S election, by electronic bank transfer (i.e. wire transfer, ACH transfer or other mutually acceptable transfer method), at such address as COMPANY may hereafter designate, no later than eleven (11) days after SHIPPER'S receipt thereof. All payments made by SHIPPER shall include COMPANY'S invoice number (s) for purposes of matching the payment to the invoice.

15.3 Invoice Disputes and Interest on Unpaid Amounts:

If SHIPPER disputes, in good faith, the amount of any invoice from COMPANY, it shall provide a description and supporting documentation of its position and timely submit payment of the amount it states is due to COMPANY along with remittance detail. In the event SHIPPER pays such invoice through a wire transfer of funds, then SHIPPER shall provide COMPANY with the remittance detail in writing within two days of payment. COMPANY shall apply such payment in accordance with SHIPPER'S documentation. SHIPPER agrees that COMPANY'S acceptance of a partial payment does not waive COMPANY'S right to full payment after resolution of the disputed invoice in the future. Should SHIPPER fail to pay any amount when due and COMPANY and SHIPPER cannot resolve payment of amounts invoiced, such that COMPANY is forced to take collection measures, interest on the unpaid amount shall accrue at the rate equal to the rate then set forth in Section 154.501 of the Commission's Regulations from the date payment was due until payment is made. COMPANY agrees to waive interest charges on a late payment if such charge is not in excess of \$100.00 or if SHIPPER, through no fault of its own, fails to receive its notice of invoice availability by the payment due date and notifies COMPANY of

GENERAL TERMS AND CONDITIONS
(Continued)

Section 15.3 (continued)

such failure. If any such failure to make payment continues for twenty (20) days or more, COMPANY may suspend the further transportation of gas upon ten (10) days' prior written notice to SHIPPER and the Commission, but the exercise of such right shall be in addition to any other remedy available to COMPANY; provided, however, that if SHIPPER, in good faith, has disputed the amount of any such bills or parts thereof and paid COMPANY in a timely manner such amounts as it concedes to be correct and, at any time thereafter within thirty (30) days of a demand made by COMPANY, shall furnish a good and sufficient surety bond in an amount and with sureties satisfactory to COMPANY conditioned upon the payment of any amounts ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment of the courts, as the case may be, then COMPANY shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions on such bond. In the event it is finally determined or agreed that no payments were due from SHIPPER on such disputed bills, then COMPANY will reimburse SHIPPER for the cost of procuring the surety bond within ten (10) days after receipt of a detailed invoice therefor from SHIPPER.

15.4 Prepayment in the Event of Default:

Upon default in payment for a period in excess of twenty (20) days, COMPANY may require as a condition to the continuation or recommencement of transportation services a deposit or other acceptable credit arrangement in an amount equal to not more than three estimated maximum monthly bills for transportation services.

15.5 Mutually Agreeable Prepayments

(a) Mutual Agreement of Prepayment

COMPANY may, from time to time in a manner not unduly discriminatory, mutually agree with SHIPPERS to pay in advance for reservation rate charges under one or more existing firm service agreement(s), or package(s) thereto or portion thereof, for transportation service (including storage) or COMPANY may solicit such bids for such prepayment requests through a posting on its electronic bulletin board. In either case, COMPANY will post an open season to provide any SHIPPER the opportunity to bid on prepaying its reservation charges. Such posting will:

- (i) set the minimum and maximum individual and aggregate dollar amount of bids that COMPANY may accept;
- (ii) set forth whether contingent bids would be allowed for SHIPPER to withdraw all or part of its prepayment prior to the time in which the prepayment would be credited to SHIPPER's contract under the ordinary course of COMPANY's billing process;
- (iii) set a reserve price (as either a percentage or dollar amount) from the otherwise applicable reservation charges that SHIPPER would pay;
- (iv) describe the conditions on bids (e.g., financing arrangements, regulatory approvals, board or managerial consent, market conditions) that COMPANY will and will not consider prior to evaluating bids;
- (v) provide a standard format for bids to be received from SHIPPERS;
- (vi) limit the payment period, number of payments, forms of payment, and other terms and conditions that COMPANY is willing to consider in evaluating bids; and
- (vii) specify the maximum term for which the prepayment would apply under SHIPPER's contract.

Neither this provision nor any solicitation or negotiation by COMPANY under this provision shall obligate COMPANY to accept any request for prepayment. COMPANY reserves the right to reject, in a manner not unduly discriminatory, a bid that contains terms, conditions or other provisions that qualify or limit the offer from SHIPPER. COMPANY also reserves the right not to accept any bid(s).

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Second Revised Sheet No. 146 Second Revised Sheet No. 146

Superseding: First Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS
(Continued)

Section 15.3 (continued)

more, such failure. If any such failure to make payment continues for twenty (20) days or
notice COMPANY may suspend the further transportation of gas upon ten (10) days' prior written
other to SHIPPER and the Commission, but the exercise of such right shall be in addition to any
disputed remedy available to COMPANY; provided, however, that if SHIPPER, in good faith, has
amounts the amount of any such bills or parts thereof and paid COMPANY in a timely manner such
demand as it concedes to be correct and, at any time thereafter within thirty (30) days of a
sureties made by COMPANY, shall furnish a good and sufficient surety bond in an amount and with
upon satisfactory to COMPANY conditioned upon the payment of any amounts ultimately found due
judgment of such bills after a final determination, which may be reached either by agreement or
delivery the courts, as the case may be, then COMPANY shall not be entitled to suspend further
is of gas unless and until default be made in the conditions on such bond. In the event it
bills, finally determined or agreed that no payments were due from SHIPPER on such disputed
(10) then COMPANY will reimburse SHIPPER for the cost of procuring the surety bond within ten
days after receipt of a detailed invoice therefor from SHIPPER.

15.4 Prepayment in the Event of Default:

as a Upon default in payment for a period in excess of twenty (20) days, COMPANY may require
other condition to the continuation or recommencement of transportation services a deposit or
acceptable credit arrangement in an amount equal to not more than three estimated maximum
monthly bills for transportation services.

15.5 Mutually Agreeable Prepayments

(a) Mutual Agreement of Prepayment

agree with COMPANY may, from time to time in a manner not unduly discriminatory, mutually
Rate SHIPPERS to pay in advance for reservation rate charges under one or more firm
Schedules for transportation service (including storage). In addition, COMPANY may
solicit such bids for such prepayment requests through a posting on its electronic
bulletin board and may, in its posting:

bids (i) set the minimum and maximum individual and aggregate dollar amount of
that COMPANY may accept;
(ii) choose to reject bids that allow SHIPPER to withdraw all or part of its
prepayment prior to the time in which the amount of prepayment would be
reduced through the ordinary course of COMPANY's billing process;
(iii) set a reserve price indicating the highest discount (as either a
percentage or dollar amount) from the otherwise applicable reservation charges
that SHIPPER would pay;
(iv) describe the conditions on bids (e.g., financing arrangements,
regulatory approvals, board or managerial consent, market conditions) that COMPANY
will

and will not consider prior to evaluating bids;
(v) provide a standard format for bids to be received from SHIPPERS; and
(vi) limit the period of time, forms of payment, and other terms and
conditions that COMPANY is willing to consider in evaluating bids.

Neither this provision nor any solicitation or negotiation by COMPANY under this
provision shall obligate COMPANY to accept any request for prepayment. COMPANY
reserves the right to reject, in a manner not unduly discriminatory, a bid that contains
terms, conditions or other provisions that qualify or limit the offer from SHIPPER.
COMPANY also reserves the right not to accept any bid(s).

(b) Evaluation of Prepayment Offers

In the event COMPANY does not reject SHIPPER's bid, and the bid(s) in the
aggregate offer to prepay more than the maximum amount set out by COMPANY in its
solicitation, then the bid(s) will be evaluated using objective criteria. The maximum aggregate
dollar amount of bids that COMPANY will accept will be allocated to the valid bid(s) that
generate the highest net present value ("NPV") to COMPANY. When two or more bids
for prepayment are being evaluated under this section, bids evaluated at the same time
shall be considered together under the same criteria. NPV will be determined based on
the discounted cash flow of revenues to COMPANY produced, lost, or affected by the
bid(s).

GENERAL TERMS AND CONDITIONS
(Continued)

Section 15.5 (continued)

(b) Evaluation of Prepayment Offers

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Service

In the event COMPANY does not reject SHIPPER's bid, and the bid(s) in the aggregate prepay more than the maximum amount set out by COMPANY in its solicitation, then the will be evaluated using objective criteria. The maximum aggregate dollar amount of bids COMPANY will accept will be allocated to the valid bid(s) that generate the highest net present value ("NPV") to COMPANY. When two or more bids for prepayment are being under this section, bids evaluated at the same time shall be considered together under same criteria. NPV will be determined based on the discounted cash flow of revenues to produced, lost, or affected by the bid(s). For purposes of its NPV evaluation, COMPANY consider the aggregate NPVs of two or more bids.

The objective criteria for evaluating NPV may include, without limitation, the quantity prepayment bid, the number of months' charges bid, the date on which the prepayment received and applied to charges, and such other factors available and included in the that COMPANY has chosen to evaluate. The NPV shall include only revenues generated by reservation rate component(s). For purposes of billing and future rate case billing determinants, such prepayment shall not be considered a discount or negotiated rate. The reservation rate charges will be subject to adjustments when COMPANY's recourse rates changed pursuant to NGA section 4 or 5 during the period for which SHIPPER has prepaid service and SHIPPER shall understand that any prepayment does not absolve it of such adjustments to the recourse rates. For capacity release and posting requirements, the be charged will be considered to be the same as the rate specified in the applicable Agreement.

(c) Prorating of Prepayment Offers

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If COMPANY receives two (2) or more bids that produce comparable net present values, aggregate amount of the prepayments to be accepted will be allocated to the comparable on a pro rata basis. A party must specify in its request whether it is willing to accept prepayment on a pro rata basis pursuant to this Section. If any party declines to prorated prepayment, such party's request shall be null and void and COMPANY shall be to reallocate the prepayment among the other comparable requests.

(d) Acceptance of Prepayment Offers

that
accepted.

COMPANY's posting, and any updates thereto, may specify the deadline for bids, the time COMPANY may take to evaluate and compare bids, and the manner in which offers will be Unless specified otherwise in the posting, bids for prepayment are binding on shipper.

(e) Posting of Accepted Prepayments

COMPANY shall post the terms of the prepayment bid(s) accepted by COMPANY without disclosing the identity of the SHIPPER.

(f) Other Provisions

Prepayments received by COMPANY under this section shall not qualify as security deposits for purposes of creditworthiness, nor shall security deposits for purposes of creditworthiness be considered as prepayments under this section.

The provisions of Section 15.3 above shall not apply for a SHIPPER's reservation charges that are prepaid by SHIPPER and received by COMPANY in accordance with this Section 15.5.

In no event will a prepayment or an agreement for prepayment be used by COMPANY in evaluating the NPV of a bid for capacity being sold or offered by COMPANY including Receipt and Delivery Point shifts, in connection with an expansion, or otherwise. Furthermore, for the purposes of calculating rates, such prepayment shall be credited to the relevant period(s) for which service is provided as if there had been no discount factor applied.

GENERAL TERMS AND CONDITIONS
(Continued)

of The objective criteria for evaluating NPV may include, without limitation, the quantity
would be prepayment bid, the number of months' charges bid, the date on which the prepayment
bids received and applied to charges, and such other factors available and included in the
the that COMPANY has chosen to evaluate. The NPV shall include only revenues generated by
reservation rate component(s). With respect to evaluating bids at less than either the
recurso, negotiated or discounted rate otherwise applicable to SHIPPER's charges,
COMPANY reserves the right to evaluate bids based on the percent of the maximum rate bid. For
negotiated rate COMPANY may specify a maximum term to be bid. For purposes of its NPV
evaluation, COMPANY may consider the aggregate NPVs of two or more bids.

(c) Prorating of Prepayment Offers

then If COMPANY receives two (2) or more bids that produce comparable net present values,
requests aggregate amount of the prepayments to be accepted will be allocated to the comparable
a on a pro rata basis. A party must specify in its request whether it is willing to accept
accept a prepayment on a pro rata basis pursuant to this Section. If any party declines to
entitled prorated prepayment, such party's request shall be null and void and COMPANY shall be
to reallocate the prepayment among the other comparable requests.

(d) Acceptance of Prepayment Offers

that COMPANY's posting, and any updates thereto, may specify the deadline for bids, the time
accepted. COMPANY may take to evaluate and compare bids, and the manner in which offers will be
Unless specified otherwise in the posting, bids for prepayment are binding on shipper.

(e) Posting of Accepted Prepayments

disclosing COMPANY shall post a summary of the prepayment offer(s) accepted by COMPANY without
the identity of the SHIPPER.

(f) Other Provisions

deposits for Prepayments received by COMPANY under this section shall not qualify as security
creditworthiness purposes of creditworthiness, nor shall security deposits for purposes of
be considered as prepayments under this section.

16. ALLOCATION OF CAPACITY AND THE COMPANY'S MERCHANT SERVICE GAS SUPPLY

16.1 Applicability of this Section 16:

capacity The allocation of capacity among all transportation services in times of transmission
supply constraints and/or the allocation of gas among COMPANY'S sales services in times of gas
Section deficiencies in the COMPANY'S gas supply shall be governed by the provisions of this
16.

16.2 Allocation of Transmission Capacity to Firm and Interruptible Transportation

Services:

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- (a) If, on any day, the COMPANY determines it has insufficient transmission capacity to serve all SHIPPERS' firm and interruptible transportation services for that day, COMPANY shall first allocate all of its available transmission capacity to firm transportation services.
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- (b) If the COMPANY further determines that it has insufficient transmission capacity to serve all of its firm transportation services on that day, the COMPANY shall allocate all of its reduced transmission capacity to the firm transportation services only on the ratio of each SHIPPER'S total Transportation Demand to the total Demand of all firm transportation SHIPPERS. Each firm transportation SHIPPER shall be allocated its proportionate share of the available transmission capacity based on its percentage share calculated from this ratio.

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GENERAL TERMS AND CONDITIONS
(Continued)

16. ALLOCATION OF CAPACITY AND THE COMPANY'S MERCHANT SERVICE GAS SUPPLY

16.1 Applicability of this Section 16:

The allocation of capacity among all transportation services in times of transmission capacity constraints and/or the allocation of gas among COMPANY'S sales services in times of gas supply deficiencies in the COMPANY'S gas supply shall be governed by the provisions of this Section 16.

16.2 Allocation of Transmission Capacity to Firm and Interruptible Transportation Services:

- (a) If, on any day, the COMPANY determines it has insufficient transmission capacity to serve all SHIPPERS' firm and interruptible transportation services for that day, the COMPANY shall first allocate all of its available transmission capacity to firm transportation services.
- (b) If the COMPANY further determines that it has insufficient transmission capacity to serve all of its firm transportation services on that day, the COMPANY shall allocate all of its reduced transmission capacity to the firm transportation services only based on the ratio of each SHIPPER'S total Transportation Demand to the total Transportation Demand of all firm transportation SHIPPERS. Each firm transportation SHIPPER shall be allocated its proportionate share of the available transmission capacity based on its percentage share calculated from this ratio.
- (c) If a transmission capacity reduction is limited to only a part or parts of the COMPANY'S transmission system, the COMPANY'S allocation orders shall also be limited to that portion or portions of the COMPANY'S transmission system. For purposes of allocating the transmission capacity on each limited portion of the COMPANY'S system, the COMPANY shall first allocate its available transmission capacity to all firm transportation services up to the extent of its transmission capacity in such portion or portions of its system. If the COMPANY further determines that it has insufficient transmission capacity on the constrained part or parts of its transmission system to serve all of the firm transportation services on that portion or portions on any day, the COMPANY shall allocate all of its reduced transmission capacity on that portion or portions of its system to the firm transportation services based (i) first on those specific package(s) that have firm capacity on the path that is being limited; and (ii) second on the ratio of each SHIPPER'S total MDDQ for its package(s) at the Delivery Points located on or downstream of the constrained portion or portions of the transmission system to the total Transportation Demand of all firm transportation SHIPPERS in effect at such Delivery Points on or downstream of the constrained portion or portions of the transmission system. Each SHIPPER shall be allocated its proportionate share of the available transmission capacity based on its percentage share calculated from this ratio.
- (d) If the COMPANY does not have to limit its firm transportation services on a day, the COMPANY shall allocate the remaining transmission capacity on its system to interruptible services. If the remaining transmission capacity is insufficient to satisfy all of the nominations for interruptible services, the interruptible SHIPPERS shall be served within the remaining capacity of the COMPANY'S transmission system with capacity allocations made in the following order of priority with limitations within each priority implemented on a pro-rata basis on the basis of the nominations confirmed for each service provided, however, COMPANY shall not be required to limit or allocate any interruptible service under any interruptible rate schedule if COMPANY determines that such service does not affect or otherwise cause the limitation of other interruptible services:

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Fifth Revised Sheet No. 148 Fifth Revised Sheet No. 148

Superseding: Fourth Revised Sheet No. 148

GENERAL TERMS AND CONDITIONS

(Continued)

Section 16.2 (continued)

- (c) If a transmission capacity reduction is limited to only a part or parts of the COMPANY'S transmission system, the COMPANY'S allocation orders shall also be limited to that portion or portions of the COMPANY'S transmission system. For purposes of allocating the transmission capacity on each limited portion of the COMPANY'S system, the COMPANY shall first allocate its available transmission capacity to all firm transportation services up to the extent of its transmission capacity in such portion or portions of its system. If the COMPANY further determines that it has insufficient transmission capacity on the constrained part or parts of its transmission system to serve all of the firm transportation services on that portion or portions on any day, the COMPANY shall allocate all of its reduced transmission capacity on that portion or portions of its system to the firm transportation services based (i) first on those specific package(s) that have firm capacity on the path that is being limited; and (ii) second on the ratio of each SHIPPER'S total MDDQ for its package(s) at the Delivery Points located on or downstream of the constrained portion or portions of the transmission system to the total Transportation Demand of all firm transportation SHIPPERS in effect at such Delivery Points on or downstream of the constrained portion or portions of the transmission system. Each SHIPPER shall be allocated its proportionate share of the available transmission capacity based on its percentage share calculated from this ratio.
- (d) If the COMPANY does not have to limit its firm transportation services on a day, the COMPANY shall allocate the remaining transmission capacity on its system to interruptible services. If the remaining transmission capacity is insufficient to satisfy all of the nominations for interruptible services, the interruptible SHIPPERS shall be served within the remaining capacity of the COMPANY'S transmission system with capacity allocations made in the following order of priority with limitations within each priority implemented on a pro-rata basis on the basis of the nominations confirmed for each service provided, however, COMPANY shall not be required to limit or allocate any interruptible service under any interruptible rate schedule if COMPANY determines that such service does not affect or otherwise cause the limitation of other interruptible services:

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Fourth Revised Sheet No. 149 Fourth Revised Sheet No. 149 : Effective
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GENERAL TERMS AND CONDITIONS
(Continued)

Section 16.2(d) (continued)

- shall
- (1) IT service paying the maximum rate, including surcharges, applicable to the service at the point or group of points being allocated. For negotiated rate transactions in which SHIPPER is paying a rate exceeding the maximum rate, SHIPPER be deemed to be paying the maximum rate for purposes of this Section.
 - (2) IT service paying less than the maximum rate, including surcharges, for service at the point or group of points being allocated in the order of the highest total rate paid to the lowest total rate paid.

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Fourth Revised Sheet No. 150 Fourth Revised Sheet No. 150 : Effective
Superseding: Third Revised Sheet No. 150

GENERAL TERMS AND CONDITIONS
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Section 16.2(d) (2) (continued)

All interruptible services for which a customer is paying less than the maximum rate at the time capacity allocation is performed pursuant to this Section 16.2(d) shall be limited prior to any interruptible service that is not being so discounted. Services paying a lower rate will be limited prior to services paying a higher rate. Discounted services paying an equal rate will be limited on a pro rata basis based on confirmed nominations. In the event a SHIPPER paying a rate, which is less than the maximum rate under its IT Service Agreement, elects to pay the maximum rate applicable to its IT service on any day when interruptible transportation capacity is being allocated less than the IT demand, SHIPPER'S IT service will be queued up with other maximum rate IT services. SHIPPER must make such election by the nomination deadline for the day IT capacity is being limited or allocated.

(3) Park and Loan Service as further set forth in Section 5.1 of Rate Schedule PAL.

16.3 Gas Sales Allocations:

- (a) If the COMPANY experiences a deficiency in its gas supplies and cannot deliver the full quantity of gas demanded on any day by its sales customers up to the customers' total firm contract quantities with the COMPANY, the allocation of gas to each gas sales customer shall be made in accordance with this Section 16.3.
- (b) Gas sales allocation orders shall be made by the COMPANY based on the ratio of each sales customer's firm sales contract quantity to the total sales contract quantities under all of the COMPANY'S firm gas sales contracts. Each customer shall be

GENERAL TERMS AND CONDITIONS
(Continued)

allocated sales gas equal to its percentage share of the COMPANY'S gas supply available for sales on such day, and customer shall ensure that its transportation nomination for such day actually reflects the allocation order received pursuant to this Section 16.3.

- (c) On any day in which a sales allocation order pursuant to Section 16.3(b) is in effect and the COMPANY later determines it has sufficient gas supply to meet the actual gas sales demand on that day, the COMPANY may release the sales customers fully or partially from any allocation orders issued pursuant to Section 16.3(b) above; provided, however, that any partial release shall be apportioned among the gas sales customers on the same basis as the allocation orders.

16.4 Gas Taken In Excess of SHIPPER'S Daily Entitlement

- (a) Whenever COMPANY determines in its reasonable judgment that because of an event of force majeure, the need to allocate capacity on its pipeline system, the inability to confirm SHIPPER'S supply nominations, or any other similar reason, system operations must be maintained within SHIPPERS' Daily Entitlements, COMPANY shall notify SHIPPER that gas taken in excess of either (i) its Daily Entitlement for all of its Delivery Points, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points will be subject to Section 16.4(d). All SHIPPERS shall comply at any time of day with a notice to limit the taking of gas to the maximum quantity of gas permitted to be taken pursuant to the several provisions of this Section 16. The notices under this section shall be designated as being under one of three operating conditions: Alert Mode, Critical Mode, and Emergency Mode as further described in Section 16.4(b) below. When COMPANY changes the operating condition from Alert to Normal, Alert to Critical, Critical to Alert or Critical to Normal, COMPANY shall provide notice to its SHIPPERS by posting such change on its SoNet Premier web site. Notices to implement an operational flow order under this section or to change to or from an Emergency Mode shall be delivered to SHIPPER by telephone pursuant to the terms of Section 18 of these General Terms and Conditions. Notices shall be given as soon as practicable but no shorter than the notice periods set forth below. An operational flow order under this Section 16.4 will not go into effect, however, until a notice is given as follows: (i) For Alert Mode notices: at least 24 hours prior to the beginning of the gas day to which the notice applies; (ii) For Critical Mode Notices: At least 20 hours prior to the beginning of the gas day in which the notice goes into effect; (iii) for Emergency Mode notices: At least 4 hours prior to the effective time of the notice. Such notice shall specify the beginning time of the operational flow order and such operational flow order shall remain in effect until cancelled by COMPANY. In the notice COMPANY shall specify the reason for the operational order and the expected conditions that would cause release of the order.

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FERC Docket: RP00-514-000

Original Sheet No. 151A Original Sheet No. 151A : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

- (b) Based on an evaluation of current and forecasted system conditions, COMPANY shall post by 1:00 p.m. (CCT) each gas day the operating condition for the current gas day and the projected operating conditions for the succeeding two gas days. Such operating conditions will be posted to be Normal, Alert, Critical, or Emergency Mode. The operating conditions may be different for Delivery Points within the various geographic areas of Company's System. Normal Mode shall be implemented when system conditions do not warrant a correction in flow, and when no known threat to system conditions exists. Alert Mode shall be implemented when system conditions warrant a correction in flow, or when a threat to system conditions exists. Critical Mode shall be implemented when system conditions warrant a prompt correction in flow or when an imminent threat to system conditions exists. Emergency Mode shall be implemented when system conditions warrant an immediate correction to flow or when an event has occurred or is occurring that jeopardizes system conditions.

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Second Revised Sheet No. 152 Second Revised Sheet No. 152 : Effective

Superseding: First Revised Sheet No. 152

GENERAL TERMS AND CONDITIONS
(Continued)

- (c) When giving a notice pursuant to Section 16.4(a) that the quantity of gas taken in excess of the quantity of gas allocated for delivery at a specific Delivery Point or group of Delivery Points will be subject to Section 16.4(d), COMPANY shall recognize the right of a SHIPPER which owns and operates a system having multiple Delivery Points with COMPANY to take all or any portion of its Daily Entitlement at any Delivery Point or group of Delivery Points listed on the Exhibit B to its Service Agreement with COMPANY (up to the maximum meter capacity of the existing facilities and the capacity of the pipeline and laterals upstream of the meter); provided however, that SHIPPER'S right to take gas at any Delivery Point is subject to COMPANY'S obligation to deliver gas which another firm SHIPPER is authorized to take at any Delivery Point on COMPANY'S system.
- (d) All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 16.4(a) under an Alert Mode, which exceeds by more than five (5) percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$15.00 per Dth. All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 16.4(a) under a Critical Mode, which exceeds by more than two (2) percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$15.00 per Dth. All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 16.4(a) under an Emergency Mode, which exceeds by more than two (2) percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$15.00 per dth plus the applicable daily Index Price per dth established in Natural Gas Intelligence's Daily Price Index, Southern Natural-Louisiana, for any day in which the operational flow order is in effect. If the operational flow order is in effect during a weekend, then COMPANY shall use the average of the daily prices for the Friday before the weekend and the Monday after the weekend to determine the applicable daily index price for any day during the weekend.

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

GENERAL TERMS AND CONDITIONS
(Continued)

16.4 (d) (continued)

It is provided, however, that if COMPANY has issued a penalty notice pursuant to Section 16.4 (a) for (i) a Delivery Point where electronic measurement has not been installed or has not been installed to meter at least 75 % of the volumes where the Delivery Point is comprised of more than one measurement station, or (ii) a group of Delivery Points where electronic measurement has not been installed to meter at least 75 % of the volume from the Delivery Points, then the

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17. PENALTIES

17.1 Limitation on Collection of Multiple Penalties:

Notwithstanding the other provisions of COMPANY'S FERC Gas Tariff to the contrary, and subject to the provisions of Section 17.2 below, if in any month SHIPPER incurs penalty charges under its Service Agreement(s) pursuant to more than one of the following provisions: Sections 41.2, 41.3, or 41.4 of the General Terms and Conditions, COMPANY will bill, and SHIPPER shall be obligated to pay, only the total penalty charges accruing under the one provision from the foregoing list which yields the largest dollar amount for the total penalty charges incurred under that provision by SHIPPER during the entire month.

17.2 Waiver:

In recognition of the fact that each penalty provision in this FERC Gas Tariff is intended to promote conscientious operations by the SHIPPER such that service to other SHIPPERS is not impaired in any way, COMPANY may waive any penalty charges incurred by SHIPPER if COMPANY determines, in its reasonable judgment, that SHIPPER was conducting its operations in a responsible manner at the time the penalty charges were incurred and that SHIPPER'S conduct did not impair service to another SHIPPER. COMPANY must grant waivers

Effective Date: 02/05/1998 Status: Effective
FERC Docket: RP97-420-002

First Revised Sheet No. 154 First Revised Sheet No. 154 : Effective
Superseding: Original Sheet No. 154

GENERAL TERMS AND CONDITIONS
(Continued)

under this section on a non-discriminatory basis, but the waiver of any penalty charges shall not constitute an automatic waiver of any future penalty charges.

COMPANY shall maintain a record of all waivers granted under this Section 17.2 and shall post on SONET information concerning such waivers, including the penalty date, penalty volumes waived, the basis for each waiver, and an indication of whether the waiver was granted to a COMPANY affiliate. The record of all waivers granted under this Section 17.2 shall be reviewed after this FERC Gas Tariff has been in effect for one year to determine whether this provision has operated as intended. After this review has been completed, any party may file with the Commission a proposal to change this Section 17.2 in such manner as it deems necessary and appropriate to ensure that this Section promotes prudent and safe operations by these SHIPPERS using COMPANY'S pipeline system.

18. NOTICES

18.1 General Notices:

Except for notices concerning nominations, confirmations, limitations, interruptions, and other similar matters concerning the dispatching of gas, any notice, request, or demand concerning service under any Service Agreement may be given in writing and sent by first-class U.S. mail, postage prepaid, to the address specified in the Service Agreement, but shall be deemed duly given if in writing and sent by postpaid registered or certified mail to the address specified in the Service Agreement.

18.2 Addresses and Authorized Personnel:

COMPANY and SHIPPER shall specify in the Service Agreement the name and address of the person authorized to receive notices, requests, and demands on its behalf. COMPANY and SHIPPER may specify separate recipients for different purposes and may change an authorized recipient at any time by giving the other party prior written notice of such change.

Effective Date: 12/01/2007 Status: Effective

FERC Docket: RP07-718-000

Fifth Revised Sheet No. 155 Fifth Revised Sheet No. 155 : Effective

Superseding: Fourth Revised Sheet No. 155

GENERAL TERMS AND CONDITIONS

(Continued)

18.3 Dispatching Notices:

- Agreement,
- (a) All notices concerning the daily nomination and confirmation of gas supplies for transportation shall be given electronically by e-mail to the text pager number or address specified in Appendix E to the Service Agreement, unless the parties agree to provide such notice under an alternate method.
 - (b) All notices concerning the limitation or interruption of the transportation of gas supplies or other similar matters, including recalls of capacity under Section 22.3(b)(3) below, concerning the dispatching of gas shall be given electronically by e-mail to the address or text pager number specified in Appendix E to the Service Agreement.
 - (c) All notices concerning the availability of SHIPPER's invoice on SoNet Premier shall be rendered electronically by e-mail to the address specified in Appendix E to the Service Agreement.
 - (d) COMPANY and SHIPPER may agree in writing to an alternative method of giving notice to those specified in Sections 18.3(a)-(c). Any such agreed upon alternative method of giving notice shall remain effective until rescinded by either party giving prior written notice to the other party. COMPANY and SHIPPER may change any e-mail or text pager address, telephone number or facsimile machine number to which dispatching notices are to be given at any time by giving prior written notice to the other party.
 - (e) On a daily basis, COMPANY shall make available to all affected SHIPPERS at each SHIPPER'S e-mail address specified by SHIPPER a list of any of its scheduled quantities that are being bumped due to capacity allocations under Section 16.2 of the Tariff.

18.4 Emergency Contact and Constructive Notice:

COMPANY and SHIPPER shall specify in Appendix E to the Service Agreement the name, e-mail address, telephone number, and, if available, facsimile machine number and text pager number, of up to three persons authorized to receive dispatching and emergency notices on a twenty-four-hours-a-day basis. With respect to notification of recalls of capacity release transactions, ACQUIRING SHIPPERS should provide COMPANY with no more than two e-mail addresses to be used for recall notification. Notices outside of normal business hours shall be given to this authorized representative. With respect to notification concerning the availability of invoices on SoNet Premier, SHIPPER should provide two e-mail addresses in Appendix E to the Service Agreement. If either party is unsuccessful in contacting one of the other party's authorized representatives at the e-mail address provided, that party may establish constructive notice to the other party and that notice will be deemed duly given when either:

- (a) notice is sent to two of the mandatory e-mail addresses provided to COMPANY by SHIPPER and at least one of those e-mail addresses does not return an undeliverable error message; or
- (b) notice is sent by facsimile machine, in which case the notice shall be deemed given at the time the sending facsimile machine confirms that the message was sent, or

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-321-000

First Revised Sheet No. 156 First Revised Sheet No. 156 : Effective

Superseding: Original Sheet No. 156

GENERAL TERMS AND CONDITIONS
(Continued)

- (c) notice is attempted to be sent by facsimile machine, but the sending facsimile machine does not confirm that the message was sent, in which case COMPANY shall make at least two additional attempts to send the message and the notice shall be deemed given at the time the third attempt is made or at the time the sending facsimile machine confirms that the transmission could not be sent, or
- (d) notice is attempted by making at least three telephone calls not less often than fifteen minutes apart, in which case the notice shall be deemed given at the time the third call is made.

18.5 Existing Service Agreements

If COMPANY and SHIPPER are parties to a currently effective Service Agreement which does not contain all of the information required by Sections 18.3(a), 18.3(b), and 18.4, COMPANY and SHIPPER shall provide such information to each other within fifteen (15) days of the date COMPANY commenced operations under this Seventh Revised Volume No. 1 of its FERC Gas Tariff.

19. TRANSPORTATION OF LIQUIDS AND LIQUEFIABLES

19.1 Facilities:

Should any new or additional facilities, alterations or modifications of existing facilities be required to facilitate the processing of gas or the injection or removal of liquids associated with the gas transported, the installation of such new or additional facilities or the alteration or modification of existing facilities, to the extent they affect COMPANY'S pipeline system, will be performed by COMPANY and, upon receipt of billing therefor, SHIPPER agrees to reimburse COMPANY for all costs and expenses incurred by COMPANY in connection with the transportation of liquids and liquefiabiles for SHIPPER.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

GENERAL TERMS AND CONDITIONS
(Continued)

19.2 Transportation of Liquefiabiles:

COMPANY agrees to deliver to SHIPPER for processing a volume of gas containing as nearly as practical the same number of gallons of propane and heavier hydrocarbons as are delivered to COMPANY by SHIPPER at the Receipt Point, less volumes used by COMPANY pursuant to Section 19.5 hereof. If gas other than gas received from SHIPPER hereunder is also being transported through COMPANY'S pipeline, SHIPPER shall have the right to process a quantity of the commingled gas in COMPANY'S pipeline which contains as nearly as practical a quantity of propane and heavier hydrocarbons equal to the propane and heavier hydrocarbons contained in the gas delivered at the Receipt Point. The redelivery of residue gas and the accounting therefor shall be in accordance with procedures mutually satisfactory to COMPANY and SHIPPER. Gas received for SHIPPER'S account at Receipt Points on "wet" lines located upstream of the processing plants located near Toca, Louisiana, will not be processed prior to delivery to COMPANY.

19.3 Transportation of Liquids:

The composition and characteristics of the liquids transported hereunder shall be such that they will not (i) cause the formation of hydrates in COMPANY'S pipeline, (ii) cause damage to said pipeline by internal corrosion, or (iii) cause the gas in said pipeline to fail to meet the quality specifications set forth in Section 3 of these General Terms and Conditions upon receipt by COMPANY or after SHIPPER has removed such liquids from COMPANY'S pipeline downstream of the Receipt Points, and such liquids shall contain not more than one percent (1%) of basic sediment and water. COMPANY shall have the right to commingle the gas and liquids delivered by SHIPPER to COMPANY with gas delivered by others into which gas others have likewise injected liquids, and COMPANY shall likewise have the right to transport such liquid hydrocarbons for others. In such event, there shall be only one point of removal of liquid hydrocarbons on COMPANY'S pipeline, and SHIPPER and such other parties shall remove such liquid hydrocarbons at such point and agree as to the proportionate ownership of the liquid hydrocarbons so removed.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

First Revised Sheet No. 158 First Revised Sheet No. 158 : Effective

Superseding: Original Sheet No. 158

GENERAL TERMS AND CONDITIONS

(Continued)

SHIPPER shall furnish COMPANY with monthly statements, or cause the same to be done, setting forth the quantity of its liquids so injected and removed.

19.4 Transportation Rates:

SHIPPER shall pay COMPANY for transporting liquids or liquefiabiles in COMPANY'S facilities to the liquids removal facility or processing plant site from the point of receipt at the applicable rate or rates set forth in currently effective Sheet Nos. 22 or 34.

If for any reason the Commission or other governmental body having jurisdiction from time to time requires or approves by order of general or specific applicability or otherwise (including an order approving a settlement) a rate or rates higher than those provided above to be charged for the transportation of liquids or liquefiabiles or assigned to such transportation as a credit against COMPANY'S cost of service, then SHIPPER shall pay to COMPANY such higher rate. If the Commission does not approve a rate to be charged for or assigned to the transportation of liquids or liquefiabiles but, in the exercise of its cost allocation powers in approving COMPANY'S transportation rates, approves the allocation of a portion of COMPANY'S cost of service to the transportation of liquids and liquefiabiles, then SHIPPER shall pay COMPANY for the transportation of liquids and liquefiabiles a rate, if higher than the rate otherwise provided above, which shall enable COMPANY to recover the entire portion and amount of COMPANY'S cost of service allocated or attributable to such transportation. If COMPANY is required by order of the Commission (including order approving settlement) to make refunds to its SHIPPERS arising out of the transportation of liquids and liquefiabiles hereunder, SHIPPER shall reimburse COMPANY its pro rata share of the entire amount, including interest, that COMPANY is required to refund.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-002

Fifth Revised Sheet No. 159 Fifth Revised Sheet No. 159

Superseding: Fourth Revised Sheet No. 159

GENERAL TERMS AND CONDITIONS
(Continued)

19.5 Pipeline Operations:

COMPANY reserves the right to use gas upstream of the point of processing and/or liquid separation as is required for the reasonable and prudent operation of COMPANY'S facilities and the right to make deliveries of gas to others under the provisions of COMPANY'S FERC Gas Tariff to the extent that such deliveries do not significantly reduce SHIPPER'S proportionate share of the liquids or liquefiabiles transported by COMPANY. It is also recognized that some losses of gas volumes containing liquids or liquefiabiles may occur as a result of such deliveries and/or the operation of such facilities. SHIPPER'S proportionate part of the liquids or liquefiabiles so used, delivered or lost shall be deducted from the quantity of liquefiabiles otherwise deliverable to SHIPPER.

19.6 SHIPPER'S Responsibility:

As between SHIPPER and COMPANY, all operations conducted by or on behalf of SHIPPER in the processing of gas hereunder shall be at SHIPPER'S sole cost, risk and expense, and SHIPPER shall be responsible for the safe handling of the gas while it is in SHIPPER'S custody, or the custody of another on SHIPPER'S behalf, for processing.

20. PREGRANTED ABANDONMENT OF LONG-TERM, FIRM SERVICE AGREEMENTS

General Provisions for Pregranted Abandonment

The following provisions shall apply to all firm transportation (including storage) Service Agreements which have a primary term of twelve (12) consecutive months or more and a rate of the maximum rate eligible for the applicable service or a discounted rate in effect prior to March 27, 2000, except that these provisions shall not apply to those firm transportation Service Agreements which are the result of conversion from firm sales service during the period after February 13, 1991, and before May 18, 1992, and, therefore, are not subject to pregranted abandonment pursuant to Section 284.221(d)(3) of the Commission's Regulations. These provisions shall not apply to any firm transportation or storage Service Agreements or packages of capacity which have a negotiated rate as described in Section 34 of these General Terms and Conditions or a discounted rate pursuant to Section 42 of these General Terms and Conditions unless COMPANY and SHIPPER mutually agree under the terms of the negotiated rate or discount exhibit that the rights hereunder shall accrue to SHIPPER.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Fourth Revised Sheet No. 159 Fourth Revised Sheet No. 159

Superseding: Third Revised Sheet No. 159

GENERAL TERMS AND CONDITIONS
(Continued)

19.5 Pipeline Operations:

COMPANY reserves the right to use gas upstream of the point of processing and/or liquid separation as is required for the reasonable and prudent operation of COMPANY'S facilities and the right to make deliveries of gas to others under the provisions of COMPANY'S FERC Gas Tariff to the extent that such deliveries do not significantly reduce SHIPPER'S proportionate share of the liquids or liquefiabiles transported by COMPANY. It is also recognized that some losses of gas volumes containing liquids or liquefiabiles may occur as a result of such deliveries and/or the operation of such facilities. SHIPPER'S proportionate part of the liquids or liquefiabiles so used, delivered or lost shall be deducted from the quantity of liquefiabiles otherwise deliverable to SHIPPER.

19.6 SHIPPER'S Responsibility:

As between SHIPPER and COMPANY, all operations conducted by or on behalf of SHIPPER in the processing of gas hereunder shall be at SHIPPER'S sole cost, risk and expense, and SHIPPER shall be responsible for the safe handling of the gas while it is in SHIPPER'S custody, or the custody of another on SHIPPER'S behalf, for processing.

20. PREGRANTED ABANDONMENT OF LONG-TERM, FIRM SERVICE AGREEMENTS

20.1 General Provisions for Pregranted Abandonment

The following provisions shall apply to all firm transportation (including storage) Service Agreements which have a primary term of twelve (12) consecutive months or more and a rate of the maximum rate eligible for the applicable service or a discounted rate in effect prior to March 27, 2000, except that these provisions shall not apply to those firm transportation Service Agreements which are the result of conversion from firm sales service during the period after February 13, 1991, and before May 18, 1992, and, therefore, are not subject to pregranted abandonment pursuant to Section 284.221(d)(3) of the Commission's Regulations. These provisions shall not apply to any firm transportation or storage Service Agreements or packages of capacity which have a negotiated rate as described in Section 34 of these General Terms and Conditions or a discounted rate pursuant to Section 42 of these General Terms and Conditions unless COMPANY and SHIPPER mutually agree under the terms of the negotiated rate or discount exhibit that the rights hereunder shall accrue to SHIPPER.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-002

Substitute Sixth Revised Sheet No. 160 Substitute Sixth Revised Sheet No. 160

Superseding: Sixth Revised Sheet No. 160

GENERAL TERMS AND CONDITIONS
(Continued)

Section 20 (continued)

As early as the date on which notice of termination specified in Exhibit B to SHIPPER'S firm Service Agreement is due, but no later than forty-five (45) days prior to the effective termination date of SHIPPER'S firm Service Agreement or any applicable package thereunder, COMPANY shall post on SoNet Premier for bidding the capacity which will be available upon the termination of SHIPPER'S firm Service Agreement or any applicable package thereunder. If COMPANY and SHIPPER can not agree on a notice of termination specified in Exhibit B to SHIPPER'S firm Service Agreement, then the earliest that COMPANY would be able to initiate a ROFR is twelve (12) months prior to the expiration date of the SHIPPER's applicable firm Service Agreement, or package of capacity thereto. Prior to the expiration of the term of a Service Agreement(s), or package thereto, COMPANY and SHIPPER may mutually agree to renegotiate the terms of such Service Agreement(s) to extend the use of at least a portion of the TD under its existing Service Agreement, or package thereto. Such extension of the Service Agreement or package thereto, shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If a Service Agreement has pregranted abandonment rights, the agreement to extend must be reached prior to COMPANY posting the capacity for bidding pursuant to Section 20 of these General Terms and Conditions. To the extent that COMPANY and SHIPPER have mutually agreed to such an extension, the requirements of Section 20 of these General Terms and Conditions shall not apply. Alternatively, if the SHIPPER provides to COMPANY notice of termination on or prior to the required notice date as defined in Exhibit B to the Service Agreement, any right of first refusal hereunder will be deemed by COMPANY as waived unless SHIPPER specifically requests to retain its rights under this section in its notice of termination.

Each bidder for SHIPPER'S firm capacity, or any portion of TD or MDQ being offered under this section, must submit its bid to COMPANY in writing or through SoNet Premier (with the appropriate service request form and any required prepayment under COMPANY'S FERC Gas Tariff applicable to the service, unless already on file with COMPANY) within the time specified by COMPANY on SoNet Premier. Each bid shall contain the term for which the capacity is sought and the percentage of the maximum rate in effect during said term which the bidder is willing to pay for the capacity. If COMPANY receives more than one bid for SHIPPER'S capacity, and it does not reject all bids as provided below, it will choose the bid, or combination of bids, which minimizes the impact on the rates for other services given the terms and conditions of the other services at the time ("best bid"); provided, however that COMPANY reserves the right to reject any bid which is for less than 100% of the maximum rate applicable to SHIPPER'S firm service.

COMPANY will notify SHIPPER of the best bid received in an arm's length transaction that COMPANY is willing to accept, and SHIPPER shall have a specified time, but no less than fifteen (15) days, within which it must match the rate or price percentage and contract term offered in the best bid in order to retain its firm capacity; provided, however, in the event the bidder bids a negotiated rate at more than the effective maximum rate, SHIPPER shall only be required to match the bid at the maximum rate applicable to the service in order to retain its capacity. SHIPPER shall have the right to bid a volumetric portion of its capacity, but in no event shall SHIPPER have the right to divide its capacity in geographic or seasonal portions.

Notwithstanding the above, for those Service Agreements referenced under Article III, Section 7 of the Stipulation and Agreement dated March 10, 2000 in Docket No. RP99-496 or Article III, Paragraph 1 of the Stipulation and Agreement dated April 29, 2005 in Docket No. RP04-523("Settlements"), at the end of the extended term or primary term applicable under the Settlements, respectively, SHIPPER will only be required to match a contract term not to exceed five (5) years, regardless of the contract term bid. If SHIPPER matches the best bid, COMPANY and SHIPPER will enter into a new firm Service Agreement or package reflecting the terms of SHIPPER'S matching bid. If SHIPPER fails to match the best bid within the time allowed by COMPANY, SHIPPER'S existing firm Service Agreement, or package thereto or portion thereof, will be subject to pregranted abandonment upon the effective termination date of SHIPPER'S Service Agreement, or package thereto, and COMPANY will enter into a new firm Service Agreement with the party or parties offering the best bid.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Seventh Revised Sheet No. 160 Seventh Revised Sheet No. 160

Superseding: Sixth Revised Sheet No. 160

GENERAL TERMS AND CONDITIONS
(Continued)

Section 20 (continued)

Except as provided below in Section 20.2, as early as the date on which notice of termination specified in Exhibit B to SHIPPER'S firm Service Agreement is due, but no later than forty-five (45) days prior to the effective termination date of SHIPPER'S firm Service Agreement or any applicable package thereunder, COMPANY shall post on SoNet Premier for bidding the capacity which will be available upon the termination of SHIPPER'S firm Service Agreement or any applicable package thereunder. Prior to the expiration of the term of a Service Agreement(s), or package thereto, COMPANY and SHIPPER may mutually agree to renegotiate the terms of such Service Agreement(s) to extend the use of at least a portion of the TD under its existing Service Agreement, or package thereto. Such extension of the Service Agreement, or package thereto, shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If a Service Agreement has pregranted abandonment rights, the agreement to extend must be reached prior to COMPANY posting the capacity for bidding pursuant to Section 20 of these General Terms and Conditions. To the extent that COMPANY and SHIPPER have mutually agreed to such an extension, the requirements of Section 20 of these General Terms and Conditions shall not apply. Alternatively, if the SHIPPER provides to COMPANY notice of termination on or prior to the required notice date as defined in Exhibit B to the Service Agreement, any right of first refusal hereunder will be deemed by COMPANY as waived unless SHIPPER specifically requests to retain its rights under this section in its notice of termination.

Each bidder for SHIPPER'S firm capacity, or any portion of TD or MDQ being offered under this section, must submit its bid to COMPANY in writing or through SoNet Premier (with the appropriate service request form and any required prepayment under COMPANY'S FERC Gas Tariff applicable to the service, unless already on file with COMPANY) within the time specified by COMPANY on SoNet Premier. Each bid shall contain the term for which the capacity is sought and the percentage of the maximum rate in effect during said term which the bidder is willing to pay for the capacity. If COMPANY receives more than one bid for SHIPPER'S capacity, and it does not reject all bids as provided below, it will choose the bid, or combination of bids, which minimizes the impact on the rates for other services given the terms and conditions of the other services at the time ("best bid"); provided, however that COMPANY reserves the right to reject any bid which is for less than 100% of the maximum rate applicable to SHIPPER'S firm service.

COMPANY will notify SHIPPER of the best bid received in an arm's length transaction that COMPANY is willing to accept, and SHIPPER shall have a specified time, but no less than fifteen (15) days, within which it must match the rate or price percentage and contract term offered in the best bid in order to retain its firm capacity; provided, however, in the event the bidder bids a negotiated rate at more than the effective maximum rate, SHIPPER shall only be required to match the bid at the maximum rate applicable to the service in order to retain its capacity. SHIPPER shall have the right to bid a volumetric portion of its capacity, but in no event shall SHIPPER have the right to divide its capacity in geographic or seasonal portions.

Notwithstanding the above, for those Service Agreements referenced under Article III, Section 7 of the Stipulation and Agreement dated March 10, 2000 in Docket No. RP99-496 or Article III, Paragraph 1 of the Stipulation and Agreement dated April 29, 2005 in Docket No. RP04-523("Settlements"), at the end of the extended term or primary term applicable under the Settlements, respectively, SHIPPER will only be required to match a contract term not to exceed five (5) years, regardless of the contract term bid. If SHIPPER matches the best bid, COMPANY and SHIPPER will enter into a new firm Service Agreement or package reflecting the terms of SHIPPER'S matching bid. If SHIPPER fails to match the best bid within the time allowed by COMPANY, SHIPPER'S existing firm Service Agreement, or package thereto or portion thereof, will be subject to pregranted abandonment upon the effective termination date of SHIPPER'S Service Agreement, or package thereto, and COMPANY will enter into a new firm Service Agreement with the party or parties offering the best bid.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-002

Seventh Revised Sheet No. 161 Seventh Revised Sheet No. 161

Superseding: Fifth Revised Sheet No. 161

GENERAL TERMS AND CONDITIONS
(Continued)

Article 20 (continued)

Notwithstanding the above, unless COMPANY and Shipper expressly agree otherwise in Shipper's Service Agreement, or package thereto, any Shipper that has entered into an interim-term firm service agreement or package for reserved capacity pursuant to Section 2.1(b)(vi) of these General Terms and Conditions or a firm service agreement associated with off-system capacity pursuant to Section 23.1 below or leased capacity, shall not have the right to extend the term of such capacity under the provisions of this Article 20 beyond the in-service date of the applicable expansion project or beyond the term of the service agreement or lease entered into by COMPANY with the third party Service Provider for the off-system capacity or the leased capacity.

In the event COMPANY does not receive any bids for SHIPPER'S capacity or any bids which are acceptable to COMPANY, SHIPPER shall have fifteen (15) days, or such other period as may be mutually agreed to between COMPANY and SHIPPER, to notify COMPANY that SHIPPER wishes to retain its rights to its firm capacity at the maximum rate applicable thereto, or any discount or negotiated rate agreed to by COMPANY, for an additional term as requested by SHIPPER. In the event SHIPPER matches the best bid at less than the maximum rate or COMPANY agrees to allow SHIPPER to retain its firm capacity at a discounted or negotiated rate for an additional term as provided above, then the new or amended Service Agreement shall no longer be subject to the terms of this Section 20 upon termination of said agreement. If SHIPPER refuses to renew its firm Service Agreement at the maximum rate, absent an agreement by COMPANY to discount, said Service Agreement shall be subject to pregranted abandonment on the effective date of termination.

If SHIPPER gives notice to terminate its firm Service Agreement pursuant to the provisions contained therein and does not give COMPANY notice that it wants to exercise its rights hereunder pursuant to Section 284.221(d)(2)(ii) of the Commission's Regulations, said agreement shall be subject to pregranted abandonment on the effective date of SHIPPER'S termination notice.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Sixth Revised Sheet No. 161 Sixth Revised Sheet No. 161

Superseding: Fifth Revised Sheet No. 161

GENERAL TERMS AND CONDITIONS
(Continued)

Article 20 (continued)

Notwithstanding the above, unless COMPANY and Shipper expressly agree otherwise in Shipper's Service Agreement, or package thereto, any Shipper that has entered into an interim-term firm service agreement

or package for reserved capacity pursuant to Section 2.1(b)(vi) of these General Terms and Conditions or

a firm service agreement associated with off-system capacity pursuant to Section 23.1 below or leased

capacity, shall not have the right to extend the term of such capacity under the provisions of this Article 20 beyond the in-service date of the applicable expansion project or beyond the term of the service agreement or lease entered into by COMPANY with the third party Service Provider for the off-system capacity or the leased capacity.

In the event COMPANY does not receive any bids for SHIPPER'S capacity or any bids which are acceptable to

COMPANY, SHIPPER shall have fifteen (15) days, or such other period as may be mutually agreed to between

COMPANY and SHIPPER, to notify COMPANY that SHIPPER wishes to retain its rights to its firm capacity at

the maximum rate applicable thereto, or any discount or negotiated rate agreed to by COMPANY, for an additional term as requested by SHIPPER. In the event SHIPPER matches the best bid at less than the maximum rate or COMPANY agrees to allow SHIPPER to retain its firm capacity at a discounted or negotiated

rate for an additional term as provided above, then the new or amended Service Agreement shall no longer

be subject to the terms of this Section 20 upon termination of said agreement. If SHIPPER refuses to renew its firm Service Agreement at the maximum rate, absent an agreement by COMPANY to discount, said

Service Agreement shall be subject to pregranted abandonment on the effective date of termination.

If SHIPPER gives notice to terminate its firm Service Agreement pursuant to the provisions contained therein and does not give COMPANY notice that it wants to exercise its rights hereunder pursuant to Section 284.221(d)(2)(ii) of the Commission's Regulations, said agreement shall be

subject to pregranted abandonment on the effective date of SHIPPER'S termination notice.

20.2 Special Provisions for Expansion Projects

In the event that an expansion open season process results in a fully-subscribed construction project as

evidenced by a signed precedent agreement(s) ("PA"), the sizing and design of which could be affected by

an existing firm SHIPPER'S decision regarding continuation of service, COMPANY may issue a separate notice to proceed with the ROFR process set forth below prior to filing the application with FERC to construct the expansion. Such ROFR process shall require any affected firm SHIPPER to elect either

to terminate or extend its service agreement, or package(s) thereto or portion thereof, as set forth below.

The affected SHIPPERS shall be considered to be those SHIPPERS with existing firm service agreements, or

packages thereto which will expire within the thirty-six (36) months of the issuance of the ROFR notice

and will, if terminated, impact the design of the proposed expansion.

An original capacity holder will have fifteen (15) days from the date of Transporter's notice to elect to

(1) terminate service at the expiration of its service agreement, or applicable package thereto or portion

thereof, or (2) extend its service agreement, or package thereto or portion thereof, by submitting a bid

which matches the NPV of the PA generating the lowest NPV; provided, however, the rate of the matching bid

shall be no more than the maximum tariff rate that applies to the existing SHIPPER'S service and no

less than the rate specified in the PA achieving the lowest NPV. If SHIPPER elects not to continue service or does not submit an election to extend its service agreement within the time specified above, SHIPPER'S existing firm Service Agreement, or package thereto or portion thereof, will be subject to pregranted abandonment upon the effective termination date of SHIPPER'S Service Agreement or package thereto and COMPANY may utilize such capacity for the purposes of completing the expansion project affected thereby.

In any event, SHIPPER may elect to extend its Service Agreement(s), or applicable package(s) thereto or portion thereof from the respective termination date(s) to the in-service date of the expansion project at the existing maximum tariff rate or such other rate agreed upon by COMPANY if so requested by SHIPPER at the conclusion of the fifteen (15) day election process.

If construction of such expansion is not authorized by the FERC or the certificate is not accepted by COMPANY, then the existing firm SHIPPER that elected to extend its contract term during the ROFR process above may elect to reduce its extended term within fifteen (15) days of the Commission's Order to the later of the original termination date of the affected service agreement, or package thereto, or one (1) year beyond the date of the Commission's Order. Furthermore, in said event, the existing firm SHIPPER that did not elect to extend its contract term during the ROFR process may elect to extend its term within fifteen (15) days of the Commission's Order to the later of the original termination date of the affected service agreement, or package thereto, or one (1) year beyond the date of the Commission's Order.

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-002

Second Revised Sheet No. 162 Second Revised Sheet No. 162

Superseding: Original Sheet No. 162

GENERAL TERMS AND CONDITIONS
(Continued)

21. ASSIGNMENT OF FIRM CAPACITY ON UPSTREAM PIPELINES

21.1 Purpose:

The purpose of Section 21 of the General Terms and Conditions is to establish the procedures for the COMPANY, and for a SHIPPER, to release firm capacity pursuant to Section 284.242 of the Commission's Regulations.

21.2 COMPANY'S Firm Transportation Capacity on Upstream Pipelines:

- (a) In accordance with Section 284.242 of the Commission's Regulations, the COMPANY shall make transportation capacity rights on upstream pipelines.
- (b) The COMPANY will post on SoNet:
- (1) the upstream pipelines on which the COMPANY holds capacity pursuant to a firm transportation contract;
 - (2) the contract quantity of each firm transportation contract and the rate the COMPANY pays for the reserved capacity;
 - (3) the remaining primary term associated with each firm transportation contract.
 - (4) the receipt point(s) and delivery point(s) through which the COMPANY may transport natural gas under each firm transportation contract.
- (c) Any party desiring the assignment of all or any part of the firm transportation capacity under the terms and conditions posted by the COMPANY pursuant to Section 21.2(b) above shall notify the COMPANY electronically through SoNet or in writing and provide proof of creditworthiness within the time specified by the COMPANY in its notice. The COMPANY will provide all offers and credit information to the upstream pipeline. A party who accepts assignment of all or part of the COMPANY'S firm transportation capacity rights shall contract directly with the upstream pipeline for the firm capacity assigned, under the terms and conditions existing in the COMPANY'S firm transportation contract with the upstream pipeline, including the terms and conditions thereunder related to assignment, unless the upstream pipeline agrees otherwise. Thereafter, the COMPANY shall be relieved of all contractual obligations with the upstream pipeline with respect to the capacity assigned. The COMPANY shall not be responsible to indemnify against any loss, costs or expenses associated with the assignee's failure to perform all obligations under the terms of its contract with the upstream pipeline and the assignee shall agree to hold COMPANY harmless therefrom.
- (d) If the COMPANY receives competing offers from parties which exceed the upstream capacity that is actually available to the COMPANY under the terms of a specific firm transportation contract, the COMPANY shall assign the capacity available first to firm SHIPPERS requesting capacity on a pro rata basis

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Superseding: Original Sheet No. 162

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21. ASSIGNMENT OF FIRM CAPACITY ON UPSTREAM PIPELINES

21.1 Purpose:

The purpose of Section 21 of the General Terms and Conditions is to establish the procedures for the COMPANY, and for a SHIPPER, to release firm capacity pursuant to Section 284.242 of the Commission's Regulations.

21.2 COMPANY'S Firm Transportation Capacity on Upstream Pipelines:

- (a) In accordance with Section 284.242 of the Commission's Regulations, the COMPANY shall make available for assignment to its SHIPPERS and other parties the COMPANY'S firm transportation capacity rights on upstream pipelines.
- (b) The COMPANY will post on SoNet:
 - (1) the upstream pipelines on which the COMPANY holds capacity pursuant to a firm transportation contract;
 - (2) the contract quantity of each firm transportation contract and the rate the COMPANY pays for the reserved capacity;
 - (3) the remaining primary term associated with each firm transportation contract.
 - (4) the receipt point(s) and delivery point(s) through which the COMPANY may transport natural gas under each firm transportation contract.
- (c) Any party desiring the assignment of all or any part of the firm transportation capacity under the terms and conditions posted by the COMPANY pursuant to Section 21.2(b) above shall notify the COMPANY electronically through SoNet or in writing and provide proof of creditworthiness within the time specified by the COMPANY in its notice. The COMPANY will provide all offers and credit information to the upstream pipeline. A party who accepts assignment of all or part of the COMPANY'S firm transportation capacity rights shall contract directly with the upstream pipeline for the firm capacity assigned, under the terms and conditions existing in the COMPANY'S firm transportation contract with the upstream pipeline, including the terms and conditions thereunder related to assignment, unless the upstream pipeline agrees otherwise. Thereafter, the COMPANY shall be relieved of all contractual obligations with the upstream pipeline with respect to the capacity assigned. The COMPANY shall not be responsible to indemnify against any loss, costs or expenses associated with the assignee's failure to perform all obligations under the terms of its contract with the upstream pipeline and the assignee shall agree to hold COMPANY harmless therefrom.
- (d) If the COMPANY receives competing offers from parties which exceed the upstream capacity that is actually available to the COMPANY under the terms of a specific firm transportation contract, the COMPANY shall assign the capacity available first to firm SHIPPERS requesting capacity on a pro rata basis

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based on the ratio of the volumes requested by each firm SHIPPER to the total volumes requested by all firm SHIPPERS. Any remaining capacity will be allocated to all other parties on a pro rata basis based on the ratio of the volumes requested by each such party to the total volumes requested by all such parties.

21.3 Downstream Pipelines' Assignment of Firm Capacity on the COMPANY'S System:

- (a) To the extent any downstream pipeline provides to the COMPANY an offer for assignment of its firm transportation capacity on the COMPANY'S system which the downstream pipeline has solicited under the provisions of Section 284.242 of the Commission's Regulation's, the potential assignee(s) must meet the following criteria as a condition precedent to the COMPANY'S consent to the assignment, unless COMPANY agrees otherwise in a nondiscriminatory manner:
 - (1) the assignee must be creditworthy or qualify for credit under the provisions of Section 2 of the General Terms and Conditions;
 - (2) the assignee must be willing to pay the maximum rate applicable to the service to be assigned;
 - (3) the assignee must be willing to accept the existing Receipt and Delivery Points under the agreement to be assigned; and
 - (4) the assignee must be willing to accept the other terms and conditions of the agreement.
- (b) If a potential assignee meets the above stated criteria, it shall execute a Service Agreement with the COMPANY in accordance with the terms of the assignment and the terms and conditions of the COMPANY'S Rate Schedule FT. Thereafter, the assignee shall be fully liable under its Service Agreement

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with the COMPANY, and the downstream pipeline shall be relieved of all contractual obligations with the COMPANY with respect to the capacity assigned, except for any liabilities which have accrued under the agreement prior to the effective date of assignment.

22. SHIPPER RELEASE OF FIRM CAPACITY

22.1 General:

This Section 22 sets forth the sole means by which a firm SHIPPER ("RELEASING SHIPPER") may, pursuant to Section 284.8 of the Commission's Regulations, release its firm capacity rights under a Service Agreement with the COMPANY to a third party ("ACQUIRING SHIPPER").

22.2 Capacity Eligible For Release:

A SHIPPER with a Service Agreement with the COMPANY under the following rate schedules may release firm capacity pursuant to this Section 22, provided that SHIPPER pays a monthly reservation charge under the terms of such Service Agreement:

- (a) Rate Schedule FT;
- (b) Rate Schedule CSS; and
- (c) Rate Schedule FT-NN.

To be eligible to acquire service under Rate Schedule FT-NN, on a no-notice basis, a SHIPPER must have a Service Agreement under Rate Schedule CSS. Otherwise, a release of firm transportation capacity under an FT-NN Service Agreement will operate to release firm capacity on a nominated Rate Schedule FT basis.

22.3 Types of Releases:

- (a) Permanent Release: A RELEASING SHIPPER may release all or part of its firm capacity under a Service Agreement with the

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COMPANY for the entire remaining term of the Service Agreement or for a fixed period each year (i.e. month or season) for the entire remaining term of the Service Agreement ("Permanent Release") pursuant to the provisions of this Section 22. A Permanent Release is an assignment of capacity and any associated rights of the RELEASING SHIPPER under Section 20 hereof for avoiding pregranted abandonment. Therefore, the ACQUIRING SHIPPER must meet the COMPANY'S requirements related to creditworthiness set forth in Section 2.1(d) of the General Terms and Conditions applicable to the RELEASING SHIPPER'S Service Agreement. The ACQUIRING SHIPPER shall be required to execute a separate firm Service Agreement with the COMPANY for the released capacity (i) at the discounted, negotiated, or maximum rate applicable to the RELEASING SHIPPER'S Service Agreement (and Exhibits thereto) and (ii) for the primary term remaining under the RELEASING SHIPPER'S Service Agreement with the COMPANY, unless the COMPANY agrees otherwise in a nondiscriminatory manner. Furthermore, the ACQUIRING SHIPPER must contract for the firm Receipt and Delivery Points specifically set forth in a RELEASING SHIPPER'S Offer of firm capacity under Section 22.6(c) below or alternate Receipt or Delivery Points that are within the capacity path and rate zone of the RELEASING SHIPPER'S firm Receipt or Delivery Points, subject to the availability of capacity at such points. For purposes of this Section 22, the capacity path of a Delivery Point is that portion of COMPANY'S pipeline system from which an ACQUIRING SHIPPER may select upstream Delivery Points for use on a firm basis hereunder, subject to the availability of excess meter station capacity at each such point. COMPANY shall maintain on SoNet a list of all upstream Delivery Points which are eligible for selection on each capacity path.

The ACQUIRING SHIPPER then has the right to release its capacity on a permanent or temporary basis under the terms and conditions of this Section 22. Upon the successful completion of a Permanent Release, the RELEASING SHIPPER shall be responsible only for those charges under its Service Agreement incurred with respect to the released capacity prior to the effective date of the Permanent Release

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hereunder, as well as charges it continues to incur for firm capacity not released on a permanent basis.

- (b) Temporary Release: A RELEASING SHIPPER may release all or part of its firm capacity under a Service Agreement with the COMPANY on a temporary basis, i.e. for a term less than the remaining term ("Temporary Release"), pursuant to one of the following methods and the further provisions of this Section 22.
 - (1) Firm Temporary Release: A RELEASING SHIPPER may temporarily release capacity on a firm basis for a specified term without a right of recall, except as provided in Section 22.5 below. The minimum term for any Firm Temporary Release shall be one contract day. All Firm Temporary Releases exceeding one contract day must be offered for a consecutive number of days, but such release can commence on any day during the month.
 - (2) Temporary Release Subject to Recall: Subject to the provisions of Section 22.3(b)(3) herein, a RELEASING SHIPPER may temporarily release firm capacity subject to a right of recall by the RELEASING SHIPPER upon the occurrence of the condition precedent specified in the RELEASING SHIPPER'S Offer under Section 22.6(c) below. The minimum term for any Temporary Release Subject to Recall shall be one contract day. Any Temporary Release Subject to Recall offered for more than one contract day must be offered for a consecutive number of days, but such release can commence on any day during the month.
 - (3) Recall Rights: A RELEASING SHIPPER has the right to define the condition(s) precedent which will result in a recall of the released firm capacity; provided, however, that such condition(s) shall not be inconsistent with the terms and conditions of the RELEASING SHIPPER'S

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Section 22.3(b) (3) (continued)

Service Agreement with the COMPANY nor with the provisions of the COMPANY'S FERC Gas Tariff. Furthermore, the recall conditions specified by the RELEASING SHIPPER must be nondiscriminatory and identifiable events.

A RELEASING SHIPPER exercising its right to recall its firm capacity, may recall its capacity, i.e. reactivate its capacity, by giving notice to COMPANY through SoNet Premier, however the service flexibility available to

either the

RELEASING SHIPPER or ACQUIRING SHIPPER(s) for the subject capacity should not be

less as

a result of such recall.

A RELEASING SHIPPER may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Daily Nomination cycle, the Evening Nomination cycle, and at the Intraday-1 and Intraday-2 Nomination cycles by providing notice to COMPANY, and the first ACQUIRING SHIPPER, by the following times for each cycle: 8 a.m. CCT for the Daily Nomination cycle on the day that Daily Nominations are due as set forth above in Section 12.1(c); 3:00 p.m. CCT as an early evening notification for the Evening Nomination cycle on the day that Evening Nominations are due; 5:00 p.m. CCT for the Evening Nomination cycle on the day that Evening Nominations are due; 7 a.m. CCT for the Intraday-1 Nomination cycle on the day that the Intraday-1 Nominations are due, and 2:30 p.m. for the Intraday-2 nomination cycle on the day that the Intraday-2 Nominations are due. Notification to ACQUIRING SHIPPERS will be provided by COMPANY pursuant to Section 18.3(b) above within one hour of receipt of any recall notifications received between 7:00 a.m. and 5:00 p.m. For all recall notifications received between 5:00 p.m. and 7:00 a.m., notifications to ACQUIRING SHIPPERS will be provided by COMPANY no later than 8:00 a.m. CCT. The recall notice shall specify the recall nomination period for the specified effective gas day as well as any other information needed to uniquely identify the capacity being recalled. This notice should indicate whether penalties will apply for the gas day for which quantities are reduced due to a capacity recall. In the event the scheduled quantities from the prior scheduling cycle are not available by the next cycle's recall deadline, the recall notification times shall be extended for a proportionate period of time. The ACQUIRING SHIPPER shall provide to COMPANY no more than two internet e-mail addresses to be used for recall notification. The obligation of COMPANY to provide an ACQUIRING SHIPPER notification of a recall is waived until at least one functional e-mail address has been provided to COMPANY by ACQUIRING SHIPPER as set forth above in Section 18.4.

The RELEASING SHIPER should provide in its notification to COMPANY the quantity in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity (EPC). The EPC shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative hourly use of the capacity. In the event of an intra-day capacity recall, COMPANY should determine the allocation capacity between the RELEASING SHIPPER and the ACQUIRING SHIPPER(s) based upon the EPC. COMPANY is not obligated to deliver in excess of the total daily Transportation Demand of the release. The amount of capacity allocated to the ACQUIRING SHIPPER(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC.

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Section 22.3(b) (3) (continued)

A RELEASING SHIPPER shall be responsible for notifying, or causing to be notified, the first ACQUIRING SHIPPER at the same time it provides notice to COMPANY as set forth above under the form of notification agreed upon by RELEASING SHIPPER and ACQUIRING SHIPPER in a manner that will permit affected parties sufficient time to place nominations or take other corrective actions to avoid penalties. Affected ACQUIRING SHIPPER should manage internal distribution of notifications of recall received from COMPANY. The COMPANY has the right to rely on a RELEASING SHIPPER'S notice and a RELEASING SHIPPER shall defend and indemnify the COMPANY against any claims, losses, liabilities or expenses resulting from claims by the ACQUIRING SHIPPER that it was not notified or that firm capacity was not recalled in accordance with the recall rights specified by the RELEASING SHIPPER in its Offer.

If time remains in the term for which the firm capacity was temporarily released, the capacity shall revert back to the last ACQUIRING SHIPPER upon notice given by the RELEASING SHIPPER in the same manner and time as set forth above for exercising a recall of FT or FT-NN capacity prior to the contract day on which the capacity is to again be released. If following the recall, no time remains in the term for which the capacity was temporarily released, the capacity rights shall remain with the RELEASING SHIPPER for either its continued utilization or for release again pursuant to this Section 22. When capacity is recalled, it may not be reput for the same gas day. The deadline for notifying Company of a reput is 8:00 a.m. on the day that nominations are due for the Daily Nomination Cycle set forth above in Section 12.1(c).

- (4) Secondary Release of Firm Capacity: An ACQUIRING SHIPPER who has acquired firm capacity hereunder on a temporary basis may subsequently release the capacity it has acquired, as set forth on the Addenda to its Capacity Release Service Agreement(s), in accordance with the terms of this Section 22 ("Secondary Release"), thereby becoming a RELEASING SHIPPER; provided that the Offer does not restrict such Secondary Releases. A Secondary Release of capacity cannot operate to release greater capacity rights than the capacity acquired by the RELEASING SHIPPER. Furthermore, to the extent that a RELEASING SHIPPER acquired firm capacity

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Section 22.3(b) (4) (continued)

SHIPPER, and subject to a right of recall, the capacity then released by the RELEASING
subject to any subsequent Secondary Release of the capacity thereafter, shall also be
the right of recall.

(c) Prearranged Release of Firm Capacity:

A RELEASING SHIPPER who wishes to release its firm capacity to a prearranged bidder on a
elects to temporary basis may do so without posting an offer for its firm capacity, unless it
post its offer for competitive bidding, if the proposed capacity release is:

- (i) for a term of thirty one (31) days or less,
- (ii) for a term of more than one (1) year for which SHIPPER has obtained a
rate Prearranged SHIPPER and the Prearranged SHIPPER is paying the maximum
and all other terms and conditions of the release are met,
- (iii) to an asset manager as defined in Section 284.8(h) (3) of the
Commission's regulations, or
- (iv) to a marketer participating in a state-regulated retail access program
as defined in Section 284.8(h) (4) of the Commission's regulations.

If such prearranged bid qualifies under (i)-(iv) above, the release shall not be subject
to the competitive bidding requirements of Section 22.6 below, but shall be subject to all
other provisions of this Section 22.

Unless capacity is released pursuant to either an asset management arrangement or state-
regulated retail access program, a firm shipper may not roll over, extend, or in any way
continue the release to the same replacement shipper using the 31 days or less bidding
does not exemption until 28 days after the first release period has ended. The 28-day hiatus

that apply to any re-release to the same replacement shipper that is posted for bidding or
qualifies for any of the other exemptions from bidding set forth herein.

The minimum term for a release of capacity for a period of thirty-one (31) days or less
shall be one (1) contract day and the term must be for a consecutive number of days.

The timetables set forth in Appendix H hereto shall not apply to the non-posted releases
set forth above, except for those releases of 31 days or less which the RELEASING SHIPPER
elects to post for competitive bidding. Under any type of non-posted release, the RELEASING
SHIPPER AND ACQUIRING SHIPPER shall notify COMPANY electronically on SoNet of the terms of the
release at least 1 hour prior to the applicable nomination deadline in which the release will go
into effect so that the ACQUIRING SHIPPER may have the ability to nominate on the next
available nomination cycle. In the event the ACQUIRING SHIPPER's first nomination opportunity on
the release is on an intraday cycle, the maximum quantity of gas ACQUIRING SHIPPER may
nominate

time of shall be prorated based on the number of hours remaining in the day at the effective
business the nomination cycle. It is provided, however, that the offer and bid for a prearranged
ACQUIRING release of capacity on a permanent basis shall be entered into SoNet by 5:00 p.m. two
Section days prior to the nomination deadline for the effective date of the release. The
effective date SHIPPER must also be prequalified pursuant to the requirements of Section 22.6(e) below.
COMPANY shall post on SoNet the terms of a prearranged release entered into under this
22.3(c) as soon as possible, but no later than forty-eight (48) hours after the
of such released transaction.

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22.4 RELEASING SHIPPER'S and ACQUIRING SHIPPER'S Obligations:

(a) ACQUIRING SHIPPER:

To bid on capacity offered under one of the types of Temporary Releases set forth in Section 22.3(b) or (c) above, the bidder must be preapproved for credit and have an executed Firm Transportation or Firm Storage Service Agreement, as applicable, (sometimes referred to herein as "Service Agreement"), as more particularly set forth in Section 22.6(e) below. To bid on capacity for a Permanent Release under Section 22.3(a) above, the bidder must be preapproved for credit and have submitted an executed Transportation or Storage Service Request Form, as more particularly set forth in Section 22.6(e) below. COMPANY will not award capacity release offers to SHIPPER until and unless SHIPPER meets COMPANY's creditworthiness requirements applicable to all services that it receives from COMPANY, including the service requested by the capacity release. Any bid submitted and not withdrawn by the end of the bid period will legally bind the bidder to the terms of the bid if COMPANY chooses such bid as the "best bid" under Section 22.6(h) below. Once a bid on an Offer for a Permanent Release of capacity under Section 22.3(a) is accepted, the ACQUIRING SHIPPER shall execute an amendment to its Service Agreement with the COMPANY to utilize the capacity under the terms set forth in the accepted bid and the terms and conditions of the COMPANY'S FERC Gas Tariff applicable to the capacity released. Before an ACQUIRING SHIPPER may execute an amended Service Agreement with COMPANY to utilize released firm capacity, the ACQUIRING SHIPPER must satisfy all of the COMPANY'S requirements relating to the Rate Schedule under which the capacity has been released. Once a bid on an Offer for a Temporary Release of capacity under Section 22.3(b) or (c) is determined to be the best bid, COMPANY will post on SoNet Premier and email information to the ACQUIRING SHIPPER reflecting the terms of the bid ("Capacity Release Transaction"), and the ACQUIRING SHIPPER agrees that the terms of the Capacity Release Transaction shall be binding and no further execution thereof shall be required. After the issuance of the Capacity Release Transaction by COMPANY, the ACQUIRING SHIPPER shall become an existing SHIPPER with separate firm contract quantities like any other SHIPPER and is subject to the applicable provisions of COMPANY'S billing and payment and operational provisions. Once the ACQUIRING SHIPPER electronically executes its amended Service Agreement resulting from a Permanent Release, the ACQUIRING SHIPPER becomes an existing SHIPPER with separate firm contract quantities like any other SHIPPER and is subject to the applicable provisions of COMPANY'S FERC Gas Tariff, including but not limited to COMPANY'S billing and payment and operational provisions.

- (b) RELEASING SHIPPER: The RELEASING SHIPPER shall remain fully liable on its existing Service Agreement with the COMPANY for the payment of all reservation charges for the contract quantity which has not been released permanently, associated surcharges, fixed charges, and direct bills owing to the COMPANY each month under the existing Service Agreement, as well as for services performed for or penalties

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incurred by the RELEASING SHIPPER under its firm Service Agreement with respect to any remaining capacity thereunder.

22.5 Billing and Payment:

An ACQUIRING SHIPPER shall be billed by the COMPANY and shall make payments to the COMPANY in accordance with the terms of its executed Service Agreement. On the RELEASING SHIPPER'S bill for a month in which it released capacity hereunder on a temporary basis, COMPANY shall credit all reservation charge revenues billed by COMPANY to the ACQUIRING SHIPPER for the released capacity; provided, however, that in the event the ACQUIRING SHIPPER fails to pay COMPANY for any part of the amount credited to the RELEASING SHIPPER'S bill, COMPANY reserves the right, after it exhausts any credit it has on file for the ACQUIRING SHIPPER, to reverse the credit on the RELEASING SHIPPER'S bill in a later month up to the unpaid amount plus interest thereon. COMPANY shall provide RELEASING SHIPPER with e-mail notification within a reasonable time if COMPANY sends any of the following formal notices to ACQUIRING SHIPPER:

- (1) Notice regarding the ACQUIRING SHIPPER's past due, deficiency, or default notice status pursuant to Section 15 hereof;
- (2) Notice regarding ACQUIRING SHIPPER's suspension of service notice;
- (3) Notice regarding ACQUIRING SHIPPER's contract termination notice due to default or credit-related issues; and
- (4) Notice that the ACQUIRING SHIPPER is no longer creditworthy and has not provided credit alternative(s) pursuant to Section 2.1(d) hereof.

If the ACQUIRING SHIPPER fails to pay its reservation charges pursuant to the provisions of Section 15 of these General Terms and Conditions, the RELEASING SHIPPER shall have the right to recall its capacity by notifying the ACQUIRING SHIPPER and COMPANY of such recall pursuant to the provisions of Section 22.3(b)(3) above. All reservation charge credits to the RELEASING SHIPPER'S bill shall be final and nonreversible upon COMPANY'S receipt of payment therefor from the ACQUIRING SHIPPER. COMPANY shall not be required to credit all reservation charge revenues billed to the ACQUIRING SHIPPER to the extent a RELEASING SHIPPER'S firm Service Agreement under which it pays a discount or negotiated rate provides otherwise.

The ACQUIRING SHIPPER shall be obligated to pay the COMPANY the Transportation Charge or Injection and Withdrawal Charges, plus all associated volumetric surcharges and fuel, applicable to the volumes the COMPANY transports or injects/withdraws under the ACQUIRING SHIPPER'S firm Service Agreement specified in the award. The COMPANY will retain the Transportation Charge, Injection Charge, Withdrawal Charge, associated volumetric surcharges

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Section 22.5 (continued)

and fuel it receives from the ACQUIRING SHIPPER. If any of the rates billed to and paid by the ACQUIRING SHIPPER under its Service Agreement exceed the rate which the Commission determines to be just and reasonable and COMPANY is ordered to make refunds, the ACQUIRING SHIPPER shall be eligible to receive refunds to the extent of any payments it made in excess of the rates the Commission subsequently determined to be just and reasonable. For releases that become effective on or after July 30, 2008, the rate paid by the ACQUIRING SHIPPER in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund.

22.6 Offer and Bid Procedures:

- (a) Offer/Bid Schedule: The minimum days and times by which both offers and bids for releases of capacity must be electronically transmitted to the COMPANY in accordance with the procedures set forth in Section 22.6(c) and Section 22.6(f) below, as well as other minimum deadlines required by COMPANY for successful completion of the bid/offer cycle, are set forth in Appendix H to these General Terms and Conditions. The timetables in Appendix H set forth the deadlines for standard offers to release capacity, i.e. those which contain no special terms and conditions. Offers which contain special terms and conditions, including, but not limited to contingencies or best bid criteria and tie breakers other than those set forth in Sections 22.6(h) and (i) hereof, are deemed to be non-standard offers and shall require additional evaluation time. It shall be the responsibility of the RELEASING SHIPPER to post its Offer in sufficient time to allow the release to occur on the date offered given the schedule to be applied and any extensions of that schedule allowed by the RELEASING SHIPPER in its Offer.

The RELEASING SHIPPER may post its Offer earlier than the day set forth in the applicable timetable in Appendix H hereto, thereby extending the bid period for such Offer. If it posts its Offer early, the RELEASING SHIPPER may alter the bid deadline and the deadline for removing contingencies by changing them to an earlier date so long as the interval between each deadline is no shorter than the intervals set forth in the applicable timetable in Appendix H hereto. If the RELEASING SHIPPER allows contingent

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Section 22.6(a) (continued)

- bids to be submitted, each bidder submitting a valid, contingent bid must notify COMPANY by the deadline set forth in the applicable Appendix H timetable, unless the RELEASING SHIPPER specified another deadline pursuant to the foregoing procedures, that the contingency has been removed and that the bid is to remain eligible for processing. It is provided, however, that the bidder does not have to notify COMPANY of the removal of the type of contingency set forth in Section 22.6(f) (11) since such contingency will be resolved during COMPANY'S determination of the best bids.
- (b) Offer of Firm Capacity: Pursuant to the applicable schedule established in Section 22.6(a) above, a SHIPPER desiring to release firm capacity shall post on SoNet, on the standard form provided by COMPANY on SoNet, an offer of firm capacity (herein called "Offer"), except as provided otherwise in Section 22.3(c) above. The COMPANY shall date and time stamp all offers as they are received and shall post such Offer if it is complete unless the RELEASING SHIPPER specifies a delayed time and date for its Offer to be posted. In such event, COMPANY shall post the Offer at the time specified by the RELEASING SHIPPER, provided that such time does not conflict with the deadlines set forth in Appendix H hereto. The RELEASING SHIPPER agrees that its posted Offer specifically is subject to the following conditions:
- (1) In the event two or more RELEASING SHIPPERS wish to combine Offers of capacity into one Offer, the capacity must be located in the same rate zone and released for the same term, and each RELEASING SHIPPER must appoint in writing or through SoNet to COMPANY, prior to the posting of such an Offer, the same agent for purposes of submitting a joint Offer.
 - (2) A RELEASING SHIPPER offering to release firm capacity under Rate Schedule CSS may not inject gas into that portion of its storage capacity which it has offered to release unless and until it is determined that the RELEASING SHIPPER will retain such capacity. In lieu of being subject to this restriction, the RELEASING SHIPPER may condition its release of firm storage capacity on the bidder agreeing to purchase the quantity of gas, if any, that the RELEASING

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Section 22.6(b) (2) (continued)

SHIPPER fails to withdraw or transfer to another CSS SHIPPER from the offered capacity by the effective date of the release. The RELEASING SHIPPER and ACQUIRING SHIPPER shall be responsible for administering the sales transaction at the price stated by the RELEASING SHIPPER in its Offer. COMPANY'S only responsibility with respect to the sale shall be to notify both parties of the volume of gas remaining in the released storage capacity as soon as such volume is known by COMPANY and to effect the transfer of that volume of gas on its books as it relates to each party's storage account.

- (3) Once a RELEASING SHIPPER'S Offer is posted, it may be withdrawn by the RELEASING SHIPPER at any time during the bid period where unanticipated circumstances justify and no minimum bid has been made.
 - (4) For releases that become effective on or after July 30, 2008, the release of firm capacity must commence within one (1) year of the date upon which the COMPANY is notified if the reservation charge requirement is in excess of the maximum tariff rate and the term of the proposed release is for one (1) year or less.
- (c) RELEASING SHIPPER'S Offer: A RELEASING SHIPPER'S Offer shall include, inter alia, the following standard information:
- (1) the name of the RELEASING SHIPPER;
 - (2) the Rate Schedule(s) under which the capacity being offered for release is held;
 - (3) the contract number(s) of the RELEASING SHIPPER'S Service Agreement(s);

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Superseding: Sixth Revised Sheet No. 175

GENERAL TERMS AND CONDITIONS
(Continued)

Section 22.6(c)(4) (continued)

- (4) whether the release is permanent or temporary;
- (5) if a temporary release,
 - (a) whether the release is firm or subject to a right of recall;
 - (b) if subject to recall, the identifiable condition(s) precedent upon which the recall right will be asserted;
 - (c) if subject to recall, whether the reservation charge paid by the ACQUIRING SHIPPER is to be pro rated for any days on which the capacity is actually recalled;
 - (d) if firm storage capacity is subject to recall, the minimum number of days' notice of recall that the RELEASING SHIPPER will give prior to the nomination deadline for the effective date of the recall;
 - (e) if subject to recall, whether the release is recallable on a daily, early evening, evening, intraday-1 or intraday-2 recall notification period;
 - (f) if subject to recall, whether the recall notification must be provided on a business day; and
 - (g) whether a Secondary Release may be made by the ACQUIRING SHIPPER.
- (6) the amount(s) of capacity to be released and whether bids for less than the full volume offered are acceptable and, if so, whether the RELEASING SHIPPER wants the full capacity awarded to multiple qualifying bidders in the order of best bid;
- (7) the proposed effective date of the release, term of the release and whether bids for less than the full term offered are acceptable;

GENERAL TERMS AND CONDITIONS
(Continued)

Section 22.6(c) (8) (continued)

- (8) if capacity is to be released under Rate Schedule FT or Rate Schedule FT-NN,
 - (a) the Delivery Points at which the capacity is to be released and relevant Delivery Point Codes;
 - (b) if the release is a Temporary Release and the RELEASING SHIPPER indicates that it wishes to restrict bids on specified delivery point capacity to an upstream or downstream segment so that the RELEASING SHIPPER may retain the remaining capacity segment for its use, then RELEASING SHIPPER must identify the zone(s) of the segment which are being offered ("Bid Zone"); provided that the volume of the capacity released in any zone cannot exceed the Releasing Shipper's original Transportation Demand in that zone;
 - (c) any Receipt Points at which capacity is offered and relevant Receipt Point Codes;
 - (d) if the release is not subject to recall, whether the Acquiring Shipper is restricted from changing the primary Receipt Points and Delivery Points on the capacity being released to points outside the capacity path.
- (9) if capacity is to be released under Rate Schedule CSS, the injection and withdrawal rights offered with the amount of firm storage capacity to be released, up to the RELEASING SHIPPER'S current MDIQ or MDWQ;
- (10) if capacity is to be released under Rate Schedule CSS, whether the RELEASING SHIPPER chooses to (i) agree to the restriction on injection under Section 22.6(b) (2) hereof, or (ii) sell to the ACQUIRING SHIPPER the gas that it fails to withdraw or sell to another CSS SHIPPER from the capacity being released by the effective date of the release and, if so, the sales price it will accept for such gas;
- (11) whether the offer is subject to a Prearranged Bid and, if so, the name of and DUNS number for the Prearranged Bidder;
- (12) any minimum reservation charge (inclusive of reservation surcharges) or percentage thereof at which the bids must begin, or whether the bids on the reservation charge (inclusive of reservation surcharges) should be submitted on a volumetric rate basis; or, for releases that become effective on or after July 30, 2008, any minimum reservation charge requirement (inclusive of reservation surcharges) and, if applicable, any maximum reservation charge requirement (inclusive of reservation surcharges) which is in excess of the maximum tariff rate for the applicable service when the term of the proposed release is one (1) year or less and when the release date is to take effect on or before one (1) year from the date on which the COMPANY is notified of such release;
- (13) if bids on a volumetric rate basis are acceptable, whether the volume bid is a minimum daily throughput commitment for billing purposes, i.e. the ACQUIRING SHIPPER'S monthly bill and the RELEASING SHIPPER'S monthly credit will be no less than the volume bid multiplied by the volumetric rate bid multiplied by the number of days in the month that the release was in effect;

GENERAL TERMS AND CONDITIONS
(Continued)

Section 22.6(c) (14)

- (14) whether contingent bids may be submitted and the deadline for removing any such contingencies;
- (15) pursuant to the provisions of Section 22.6(a) hereof, any extensions in the deadlines established in said Section 22.6(a);
- (16) the economic criteria to be utilized by COMPANY in determining the "best bid" (said criteria to be objectively stated, applicable to all bidders and nondiscriminatory);
- (17) a nondiscriminatory tie breaker to be utilized in determining the "best bid" in the event two or more bids generate equal revenues.
- (18) whether or not the RELEASING SHIPPER will reput the capacity to the Acquiring Shipper at the end of its recall of the capacity;
- (19) whether the capacity to be released will be available at the start of the gas day or on an intraday basis once the release has been awarded pursuant to the deadlines established in Appendix H, attached hereto;
- (20) whether the release is segmentable on an intrazone basis;
- (21) for a permanent release, whether the RELEASING SHIPPER is willing to pay the potential ACQUIRING SHIPPER consideration for the release and if so, the form of acceptable consideration and any limits on the amount of acceptable consideration. Payment and collection of such consideration shall be handled directly between the RELEASING SHIPPER and ACQUIRING SHIPPER, and both parties agree that COMPANY is not responsible for collecting or paying such additional consideration;
- (22) the hourly flow rate entitlement for each Delivery Point;
- (23) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations, and the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect under the asset management arrangement; and
- (24) whether the proposed release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations.

The following information shall be supplied by COMPANY with each Offer:

- (i) the reservation charge (and reservation surcharges) applicable to the capacity being released,
 - (ii) the reservation charge (and reservation surcharges) converted to a 100% load-factor volumetric rate if the Offer requires bids on a volumetric rate basis,
 - (iii) the date and time the Offer was posted on SoNet, and
 - (iv) the date and time the bid period ends.
- (d) Prearranged Bidders: A RELEASING SHIPPER must identify in its Offer any "Prearranged Bid" to be made on the firm capacity offered for release. However, the "Prearranged Bidder" must also meet all of the requirements established for bidders pursuant to Section 22.6(e)-(g) below. A Prearranged Bidder must also submit its bid in accordance with Section 22.6(f) below. For bids on Offers in which the Prearranged Bidder tenders a bid for the

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GENERAL TERMS AND CONDITIONS

(Continued)

offered capacity at the maximum reservation charge applicable to the RELEASING SHIPPER'S service or at a higher reservation charge applicable to releases that become effective on or after July 30, 2008 when the term proposed is for one (1) year or less and the release takes effect on or before one (1) year from the date on which the COMPANY was notified of such release, for the full volume, capacity and term offered by the RELEASING SHIPPER, and the Prearranged Bidder satisfies all of the requirements of Section 22.6(e)-(g) below, the Prearranged Bid will be deemed the "best bid". The COMPANY shall thereafter post on SoNet, as set forth in Section 22.3(c) above, the identity of the Prearranged Bidder, and the terms upon which the capacity was released. In all other situations, but except in those situations where Releasing Shipper is not required to post the Offer as set forth above in Section 22.3(c), the Prearranged Bid shall constitute the minimum bid price for all other bidders, and shall be posted on the RELEASING SHIPPER'S Offer as such. If the COMPANY does not receive any better bid by the date on which all bids are due, the Prearranged Bid shall be deemed the best bid. If the COMPANY does receive a better bid by the date on which all bids are due, the Prearranged Bidder shall have the right to match the terms of the better bid by the deadline established in Section 22.6(a) above. If the Prearranged Bidder matches the better bid, the Prearranged Bidder shall be deemed to have made the best bid.

(e) Prequalified Bidder Requirements:

- (1) All parties desiring to bid on firm capacity offered by a RELEASING SHIPPER must be prequalified by COMPANY as creditworthy in order to be eligible to submit a bid on an Offer of released capacity. Unless the COMPANY agrees it has already determined the bidder to be creditworthy or to have suitable credit on file with COMPANY, the potential bidder must submit to COMPANY the information set forth in Section 2.1(a)(ix) hereof to enable COMPANY to determine the party's creditworthiness. A bidder's creditworthiness shall be assessed on the same basis as a SHIPPER'S creditworthiness under the terms of the Tariff applicable to the capacity being offered. If the potential bidder fails to demonstrate creditworthiness, the bidder may still be prequalified if it provides one of the credit alternatives set forth in Section 2.1(d) hereof or Section

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Superseding: First Revised Sheet No. 179

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7(d) of Rate Schedule CSS, as applicable. If a party does not qualify as a prequalified bidder pursuant to this Section 22.6(e), the party cannot bid on a RELEASING SHIPPER'S Offer.

- (2) Prior to submitting a bid on a Permanent Release of capacity offered by a RELEASING SHIPPER, the bidder must submit to COMPANY on SoNet a valid Transportation Request Form or Storage Service Request Form, as applicable, in the form set forth in Appendix A or Appendix B hereto, for the released capacity on which the bidder intends to submit a bid.
- (3) Prior to submitting a bid on a Temporary or Permanent Release of capacity offered by a RELEASING SHIPPER, the bidder must request and execute a Firm Transportation or Storage Service Agreement in the form set forth in this Tariff based on whether the release is for firm storage capacity or firm transportation capacity (FT and FT-NN). A potential bidder shall request a Service Agreement by submitting to COMPANY on SoNet Premier a valid Request Form, in the format set forth in Appendix A or B, as applicable, to these General Terms and Conditions. The parties shall execute the Service Agreement electronically through SoNet Premier, followed by written execution as soon as possible thereafter. The terms of each winning bid shall be posted on SoNet Premier and emailed to the ACQUIRING SHIPPER if the release is temporary or as an amendment to the Service Agreement if the release is permanent.

Notwithstanding the other provisions of this Section 22 to the contrary, in the event a Temporary Release of capacity under Rate Schedules FT-NN and/or CSS is offered pursuant to the provisions of Section 4(e) of Rate Schedule FT-NN, the bidders must comply with the

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Second Revised Sheet No. 180 Second Revised Sheet No. 180 : Effective

Superseding: First Revised Sheet No. 180

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provisions of Section 22.6(e)(2) above and the ACQUIRING SHIPPER must execute an amended Service Agreement applicable to the capacity released.

- (f) Bidding Procedures: All bids on a RELEASING SHIPPER'S Offer, except as provided in Section 22.3(c) above, shall be transmitted electronically to the COMPANY on SoNet in the standard form provided on SoNet. The COMPANY shall date and time stamp all bids as they are received. The COMPANY shall post for viewing by other parties during the bid period all bids received on a RELEASING SHIPPER'S Offer, except for the names of the bidders. A separate bid shall be submitted for each separate RELEASING SHIPPER'S Offer on which a bidder wishes to bid. The price bid on any Offer of capacity must be submitted on a reservation charge basis unless the

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Superseding: Fourth Revised Sheet No. 181

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Section 22.6(f) (continued)

Offer states that bids on a volumetric rate basis are acceptable. Subject to the RELEASING SHIPPER restricting the Bid Zone for a particular Delivery Point, all bids on Temporary Releases of capacity must be for the specified Delivery (and Receipt) Points offered; provided, however, if the Offer is not subject to recall and the Offer has not restricted a bidder's rights to change Exhibit A Receipt Points and/or Exhibit B Delivery Points, then bidder may request a change in either Exhibit A Receipt Point or Exhibit B Delivery Point pursuant to Section 6.3 or 6.4, respectively, subject to the availability of capacity within the zone(s) of the capacity being requested, once the capacity has been awarded. In the event the Acquiring Shipper is awarded any changes to the Exhibit A Receipt Point or Exhibit B Delivery Point as provided above, then such changes will remain on the Service Agreement even after the released capacity reverts to the Releasing Shipper at the end of the release and the Releasing Shipper will only be entitled to the Exhibit A Receipt Point and Exhibit B Delivery Point it held under the Service Agreement prior to the release if capacity is available under the provisions of Section 6.3 or 6.4 above or if the Receipt Point and/or Delivery Point changed by the Acquiring Shipper was in the capacity path of the Exhibit A Receipt Point and/or the Exhibit B Delivery Point the Releasing Shipper held prior to the release. If the offer of capacity is subject to recall, then bidders may select a Receipt Point or Delivery Point in the same zone or downstream zones in the case of Receipt Points or upstream zones in the case of Delivery Points, which COMPANY determines to be in the capacity path of the Receipt Point(s) or Delivery Point(s) offered, subject to the availability of capacity. If the RELEASING SHIPPER restricts the Bid Zone for a particular Delivery Point in a Temporary Release, then all bidders must select a Delivery Point in the Bid Zone which COMPANY determines is in the capacity path of the Delivery Point on the Offer, subject to the availability of capacity. If the Offer restricts the Acquiring Shipper's rights to change Exhibit A Receipt Points and Exhibit B Delivery Points, the Acquiring Shipper may only select a change in the Exhibit A Receipt Points and Exhibit B Delivery Points which COMPANY determines to be in the capacity path of the Exhibit A Receipt Point or Exhibit B Delivery Point offered under the released capacity. The Delivery Points and Receipt Points, if applicable, awarded to the ACQUIRING SHIPPER under this Section 22 shall constitute the only Exhibit A Receipt Points and Exhibit B Delivery Points to which the ACQUIRING SHIPPER is entitled under the Service Agreement entered into with COMPANY pursuant to these provisions. The ACQUIRING SHIPPER'S Service Agreement shall be eligible for alternate Receipt Points and alternate Delivery Points, however, for all zones of COMPANY'S pipeline system in accordance with Sections 6.1 and 6.2 of the General Terms and Conditions.

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Superseding: Fourth Revised Sheet No. 182

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Section 22.6(f) (7) (continued)

The bid shall include inter alia the following information included in the standard bid form on the COMPANY'S electronic bulletin board:

- (1) the bidder's name;
- (2) the bidder's DUNS number;
- (3) the Offer number and contract number(s) of the RELEASING SHIPPER'S Service Agreement(s) on which the bid is being made;
- (4) the Reservation Charge bid for the released capacity or the Reservation Charge bid at a volumetric rate per Dth based on the requirements of the Offer and in the event the RELEASING SHIPPER has offered to pay the ACQUIRING SHIPPER consideration for the permanent release, the amount of the consideration;
- (5) whether the bidder is a Prearranged Bidder;
- (6) the term for which the bid is being made if the Offer allows bids on less than the term offered;
- (7) if the Offer allows bids on less than the full capacity offered, the transportation capacity requested at each Delivery Point or the storage, injection and withdrawal capacities requested by the bidder;
- (8) for unrestricted bids if the bidder wishes to request firm Receipt or Delivery Points other than those offered; or for bids in which the Offer requires bids on Delivery Points in an upstream Bid Zone or the Offer is subject to recall, the Receipt or Delivery Points requested (and relevant Point Codes) within the segment or capacity path, respectively, of the Receipt or Delivery Points offered;
- (9) the bidder's Service Agreement number;
- (10) if contingent bids are allowed by the Offer, the description of the contingency;
- (11) the information required by Section 250.16 of the Commission's Regulations to the extent necessary to allow COMPANY to comply with its reporting/posting

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First Revised Sheet No. 183 First Revised Sheet No. 183 : Effective

Superseding: Original Sheet No. 183

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requirements under Section 250.16 to include the following:

- (1) the specific affiliation of the bidder/ACQUIRING
SHIPPER with COMPANY.

A bidder may withdraw its bid on an Offer at any time prior to the end of the bid period, but any subsequent bids submitted by the bidder on that Offer during the bid period must be equal to or higher than the bidder's previous bid(s).

- (g) The COMPANY'S Initial Review: Upon receipt of all bids, the COMPANY shall engage in an initial review to determine whether a bid will be deemed eligible for consideration as the best bid. Any bid deemed ineligible pursuant to this Section 22.6(g) shall be eliminated from consideration. A bid shall be deemed ineligible if:

- (1) the bid (or bidder) does not comply with all of the terms and conditions and deadlines of this Section 22; or
- (2) the bid submitted exceeds the bidder's preapproved credit term or limits; or

GENERAL TERMS AND CONDITIONS
(Continued)

- (3) the bid is for capacity at Delivery and Receipt Points other than those points specified in the Offer where the Offer has restricted bidder's rights to change Delivery or Receipt Points; or for capacity at Receipt or Delivery Points not within the capacity path of the Delivery Points offered by the RELEASING SHIPPER when the release is subject to recall; or for capacity outside of the Bid Zone being released; or
 - (4) the bid does not meet the minimum terms of the RELEASING SHIPPER'S Offer; or
 - (5) the bidder has not removed the contingency by the deadline set forth in the Offer.
- (h) The Best Bid Determination:

All bids deemed to be eligible following the COMPANY'S initial review pursuant to Section 22.6(g) above shall be reviewed in determining the best bid. The best bid shall be determined by COMPANY pursuant to the objective criteria for determining the best bid set forth in the RELEASING SHIPPER'S Offer. If the Offer does not specify best-bid criteria, the eligible bids will be evaluated by COMPANY by multiplying the price bid times the volume bid. In addition, if the RELEASING SHIPPER'S offer for a permanent release allows consideration to be paid to the ACQUIRING SHIPPER, then any such consideration included in the ACQUIRING SHIPPER'S bid shall be subtracted from its bid solely for purposes of calculating the best bid. Bids for a term of more than one (1) month that vary in price or term shall be discounted to present value based on currently effective Commission interest rates or such other published, objective financial measure as posted by COMPANY in advance of the offer/bid cycle. This formula will generate a revenue number for comparison of the bids and the bid producing the most revenue shall be determined to be the best bid. For releases that become effective on or after July 30, 2008, potential ACQUIRING or Prearranged SHIPPERS may submit bids in excess of the maximum tariff rate for the applicable service agreement if the term of the proposed releases is one (1) year or less and such release is to take effect on or before one (1) year from the date on which COMPANY is notified of such release. Such rate will be utilized in the determination of the best bid.

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Second Revised Sheet No. 185 Second Revised Sheet No. 185 : Effective

Superseding: First Revised Sheet No. 185

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Section 22.6(h) (continued)

The best bid as determined herein or pursuant to the objective criteria posted by the RELEASING SHIPPER shall be subject to the rights of a Prearranged Bidder to match the bid in accordance with Section 22.6(d) above. In the event two or more bids are equivalent, they will be subject to the outcome of the tie breaker stipulated in the RELEASING SHIPPER'S Offer as explained in Section 22.6(i) below.

In its Offer the RELEASING SHIPPER may specify any best bid criteria and tie breaker that complies with Sections 22.6(c) (16) and (17) herein. However, if the RELEASING SHIPPER chooses the COMPANY'S best bid criteria set forth above or one of the following pre-programmed criteria and one of the tie breakers listed in Section 22.6(i), the Offer will be eligible for the accelerated schedules set forth in the timetables in Appendix H to these General Terms and Conditions:

- (1) Highest rate;
- (2) Price times volume (regardless of term);
- (3) Price times volume times term (net revenue); or
- (4) Present value

If the best bid does not utilize all of the capacity being offered for release and the RELEASING SHIPPER provided in its Offer that it would accept multiple qualifying bids, then COMPANY will award the capacity in the order of best bids until it has awarded all of the offered capacity possible.

- (i) Tie Breaker: If there is a tie for the best bid, and there is no Prearranged Bidder who has agreed to match the best bid, the winning bid shall be determined by applying the tie breaker stipulated in the RELEASING SHIPPER'S Offer. The RELEASING SHIPPER may specify one of the following tie breakers or a different tie breaker so long as it is objective, nondiscriminatory and can be applied by COMPANY. If the RELEASING SHIPPER fails to specify a tie breaker, COMPANY shall apply the following tie breakers in the order shown, if necessary:
 - (1) the bid submitted first in time as established by the COMPANY'S electronic date and time stamp;

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Superseding: Fourth Revised Sheet No. 186

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(2) the bid generating the greatest present value of revenues over the shortest term;

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(j) Determination of Unsubscribed Firm Capacity: If COMPANY finds, after the determination best bid for each Offer posted to be effective on the same release date, that there are best bids for firm capacity at a Delivery Point than the available unsubscribed firm at said point, the capacity shall be awarded by the COMPANY based on the order in which Offers were posted. If there is insufficient unsubscribed firm capacity to award a bidder its requested Delivery Point(s), it shall be awarded the firm Delivery Point(s) set forth in the Offer as its Exhibit B Delivery Point(s) unless the Exhibit B Delivery are in a restricted upstream Bid Zone as set forth in the Offer. In that event, the bidder will be awarded a firm Exhibit B Delivery Point in the segmented portion of be released. Each ACQUIRING SHIPPER and RELEASING SHIPPER may utilize all Delivery Points COMPANY'S pipeline system on a preferred interruptible (Exhibit B-1) basis, in accordance Section 6.2 above, within the zone of their respective segmented portions of capacity. shall provide on SoNet for use during the bid process a list of all Delivery Points within segmented portion of capacity being offered for release and the best available information regarding their associated unsubscribed firm capacities.

(k) Notification: Upon completion of the best bid determination, the party submitting the bid, i.e. the ACQUIRING SHIPPER, shall be notified by the COMPANY through SoNet. The shall further notify all bidders through SoNet that a best bid has been accepted. If the capacity was released on a permanent basis, an amended firm Service Agreement(s) between COMPANY and the ACQUIRING SHIPPER, incorporating the terms of the accepted bid, shall be tendered and executed electronically on SoNet by the applicable execution deadline set Section 22.6(a) above.

Ninth Revised Sheet No. 187 Ninth Revised Sheet No. 187 : Effective
Superseding: Eighth Revised Sheet No. 187

GENERAL TERMS AND CONDITIONS
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Section 22.6(k) (continued)

If the capacity was released on a temporary basis, COMPANY shall email information on the Capacity Release Transaction to the ACQUIRING SHIPPER. COMPANY shall post on SoNet the details of the winning bid and the ACQUIRING SHIPPER'S name as soon as possible after the released capacity is awarded. Such notice shall stay on SoNet for at least thirty (30) days.

- (1) If the ACQUIRING SHIPPER acquires firm transportation capacity to a firm Delivery Point in an upstream zone or pursuant to an offer that restricted the Bid Zone, the RELEASING SHIPPER of such capacity may continue to nominate gas for transportation within its remaining capacity segment. In that event, to the extent a firm Exhibit A Receipt Point is included as part of the Offer, the ACQUIRING SHIPPER will be awarded a firm Exhibit A Receipt Point in the segmented portion of capacity to be released, but will be not be awarded any Exhibit A Receipt Points that are in the segmented portion of capacity retained by the RELEASING SHIPPER. Each ACQUIRING SHIPPER and RELEASING SHIPPER may utilize

all

Receipt Points on COMPANY'S pipeline system on a preferred interruptible (Exhibit A-1) basis in accordance with Section 6.1 above within the zone of their respective portions of the segmented capacity. COMPANY shall provide on SoNet for use during the bid process a list of all Receipt Points within the segment being offered for release and the best available information regarding their associated unsubscribed firm capacities.

- (m) If no bids are submitted by the date upon which all bids are due, the RELEASING SHIPPER'S Offer shall be removed from SoNet. Furthermore, all RELEASING SHIPPERS and ACQUIRING SHIPPERS must comply with the deadlines set forth in Section 22.6(a) above in order to avoid cancellation of their offers or bids by COMPANY.

22.7 Offers to Purchase Firm Capacity:

COMPANY agrees to post on SoNet at a party's request offers to purchase firm capacity on a permanent or temporary basis pursuant to the provisions of Section 27 of these General Terms and Conditions. Each offer will remain on SoNet for five (5) business days before it is removed, unless the requesting party notifies COMPANY prior to the expiration of any five-day period that it wishes to extend the posting for an additional five (5) business days.

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Seventh Revised Sheet No. 188 Seventh Revised Sheet No. 188 : Effective

Superseding: Sixth Revised Sheet No. 188

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23. OFF-SYSTEM CAPACITY

23.1 Off-System Capacity. From Time to Time, COMPANY may enter into transportation and/or storage service agreements with other interstate and intrastate pipeline and storage companies ("Service Provider"), including contracts for released capacity, ("off-system capacity"). In the event that COMPANY acquires off-system capacity, COMPANY will use such capacity for operational reasons or to render service for SHIPPER(s). In the event that COMPANYPY uses off-system capacity to render service for SHIPPER(s), COMPANY will render service on the acquired capacity pursuant to COMPANY's FERC Gas Tariff and SHIPPER shall pay to COMPANY the rates and surcharges under the applicable Rate Schedule set forth above in this Tariff, as such Tariff, rates and charges may change from time to time. In the event that off-system capacity used to render service to SHIPPER(s) is subject to renewal or term limitations, as specified in COMPANY's service agreement with the Service Provider and/or the tariff of the Service Provider and/or as provided by FERC regulation, COMPANY reserves the right to limit SHIPPER's extension rights under its service agreement with COMPANY or ROFR rights under Article 20 above to coincide with COMPANY's contractual obligations with the Service Provider. COMPANY will indicate in any open season posting any limitation to term or extension rights that will apply as a result of such contractual or regulatory limitations on the off-system capacity. For purposes of off-system capacity transactions entered into subject to this Article 23, the "Shipper must have title" requirement shall be waived.

23.2 Third Party Charges. If COMPANY contracts with a Service Provider for COMPANY to provide service on the off-system capacity on behalf of SHIPPER, SHIPPER shall pay COMPANY those additional charges or surcharges not included in or in excess of the charges or surcharges also payable by SHIPPER under the applicable Rate Schedule herein as provided above in Section 23.1; provided, however, such additional charges shall not exceed the charges COMPANY is obligated to pay to the Service Provider(s) for the off-system capacity. Such additional charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges, retention, compression, balancing, measurement or processing fees, imbalance charges and/or other facility charges. Any additional off-system capacity charges shall be set forth in Exhibit "C" of SHIPPER's FT Service Agreement or Exhibit "E" of SHIPPER's CSS Service Agreement and as separate line items on invoices rendered to SHIPPER pursuant to Article 15 above. COMPANY shall indicate in its open season posting for any off-system capacity whether any additional charges will apply to transportation or storage services provided on the off-system capacity.

23.3 Scheduling of Off-System Capacity. Any off-system capacity shall be scheduled and allocated by COMPANY under the terms of these General Terms and Conditions on an open access basis; provided, however, if agreed by COMPANY and SHIPPER, SHIPPER may act as COMPANY's agent in scheduling the gas for SHIPPER's use on the Service Provider's system.

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Superseding: Second Revised Sheet No. 188A

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(Continued)

[RESERVED FOR FUTURE USE]

GENERAL TERMS AND CONDITIONS
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Section 23.2(2) (continued)

For each 12-month period thereafter, COMPANY shall credit the following percentages of the Net Transportation Revenues against the costs on which COMPANY bases its GSR Volumetric Surcharge for the 12-month period commencing January 1, 1996, and for each 12-month period thereafter, until such surcharge is terminated:

Up to \$7 million	=	75% credited (25% retained by COMPANY)
>\$7 million	=	90% credited (10% retained by COMPANY)

Once COMPANY'S GSR Volumetric Surcharge is terminated, COMPANY will resume crediting the above percentages of the Net Transportation Revenues to its SHIPPERS under Rate Schedule FT and FT-NN based on the ratio that each SHIPPER'S revenues generated from its Reservation Charges bear to the total revenues generated from all Reservation Charges billed during the applicable 12-month period, provided that Reservation Charge revenues generated under Short-Term Firm Service Agreements shall not be utilized in determining this ratio.

- (3) Credits under this section shall be calculated within sixty (60) days after the end of each twelve-month period. In determining the Net IT Revenues under Section 23.2(1) above and that portion of the Net Transportation Revenues attributable to IT Service Agreements under Section 23.2(2) above to be divided between the contesting firm SHIPPERS and supporting firm SHIPPERS under the aforementioned Stipulation, COMPANY shall prorate said revenues based on the ratio that the Reservation Charge revenues calculated under Section 23.2(1) and Section 23.2(2), respectively, bear to the total Reservation Charge revenues. For firm SHIPPERS who support or are bound by the Stipulation and Agreement filed in Docket Nos. RP89-224, et al., on March 15, 1995, their respective shares of the total credits calculated under Section 23.2(2) at the end of each 12-month period shall be credited to the GSR Volumetric Surcharge costs on each such SHIPPER'S bill for the month of service following the date that the credit is calculated pursuant to this provision. For firm SHIPPERS who are contesting parties to the aforementioned Stipulation and Agreement, COMPANY shall place their respective shares of the total credits calculated under Section 23.2(1) in a reserve account pending the final outcome of the litigation in Docket No. RP93-15. In any future rate case,

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FERC Docket: RP99-496-000

First Revised Sheet No. 188B First Revised Sheet No. 188B : Suspended
Superseding: Original Sheet No. 188B

GENERAL TERMS AND CONDITIONS
(Continued)

RESERVED FOR FUTURE USE

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FERC Docket: RP92-134-014

First Revised Sheet No. 189 First Revised Sheet No. 189 : Effective
Superseding: Original Sheet No. 189

GENERAL TERMS AND CONDITIONS
(Continued)

Section 23.2(3) (continued)

COMPANY shall not be required to credit Net IT Revenues under Section 23.2(1) until the rates underlying the credits are no longer subject to refund. COMPANY shall have the right to retain (i) all revenues deducted in Section 23.2(1)(a)-(d) above and in Section 23.2(2)(a)-(d) above, and (ii) the respective percentages of the Net IT Revenues and Net Transportation Revenues set forth above.

23.3 Credit Mechanism for Interruptible Storage Revenues

At the end of the twelfth full calendar month after this provision is placed into effect, and at the end of each twelve (12) months thereafter, COMPANY shall determine the net storage revenue generated under all ISS Service Agreements during said 12-month period by deducting from the total amount of ISS revenues collected during said period the variable costs of providing ISS service. The ISS revenues remaining after deducting the variable costs shall be referred to hereinafter as the "Net ISS Revenues". COMPANY shall then credit one hundred (100) percent of the Net ISS Revenues to the SHIPPERS under Rate Schedule CSS based on the ratio that each SHIPPER'S revenues generated from its nondiscounted Deliverability Charge and Capacity Charge bear to the total revenues generated from all nondiscounted Deliverability Charges and Capacity Charges billed during the 12-month period. Credits under this section shall be calculated within sixty (60) days after the end of each twelve-month period. Each SHIPPER whose firm storage service is eligible for a credit under this provision shall receive a credit on its bill for the month of service following the date that the credit is calculated pursuant to this provision. COMPANY shall have the right to retain all revenues collected to recover variable costs.

24. AGENCY SERVICE

24.1 In connection with a service rendered by COMPANY pursuant to any Rate Schedule in its FERC Gas Tariff, COMPANY may agree to act as agent for its SHIPPER to arrange for any service (under any such Rate Schedule or otherwise) and to perform any acts (including but not limited to the receipt and payment of invoices, the giving of notices, the designation of delivery and receipt points, the scheduling of volumes for transportation and storage, and the receipt of proceeds

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-496-000

Second Revised Sheet No. 189 Second Revised Sheet No. 189 : Suspended
Superseding: First Revised Sheet No. 189

GENERAL TERMS AND CONDITIONS
(Continued)

24. AGENCY SERVICE

24.1 In connection with a service rendered by COMPANY pursuant to any Rate Schedule in its FERC Gas Tariff, COMPANY may agree to act as agent for its SHIPPER to arrange for any service (under any such Rate Schedule or otherwise) and to perform any acts (including but not limited to the receipt and payment of invoices, the giving of notices, the designation of delivery and receipt points, the scheduling of volumes for transportation and storage, and the receipt of proceeds

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FERC Docket: RS92- 10-003

Original Sheet No. 190 Original Sheet No. 190 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

from, or the payment of amounts due for, the monthly resolution of transportation imbalances under Section 14.1 hereof) in connection with any service so arranged. Such service as agent shall be available only on condition and to the extent that COMPANY and SHIPPER have agreed, each acting in its sole discretion, to such service and have executed a written Agency Agreement that contains the terms, conditions and fees applicable to such service and specifies the acts with respect to which COMPANY is to act as agent for SHIPPER. It is provided, however, that any such Agency Agreement shall provide that any services arranged and any acts performed by COMPANY under such Agency Agreement shall be done expressly on behalf of SHIPPER, and that SHIPPER shall remain primarily responsible for the payment to COMPANY or other provider of the fees and charges for the services arranged and the acts performed on behalf of SHIPPER. It is provided further that if the agency services referred to in this Section 24 are provided in connection with sales service by COMPANY under Rate Schedule MSS of its FERC Gas Tariff, then the agency services shall be provided by COMPANY'S sales employees who shall provide such agency services in accordance with the "Standards of conduct for unbundled sales service" in 18 C.F.R. Section 284.286.

- 24.2 In connection with a service rendered by COMPANY pursuant to any Rate Schedule in its FERC Gas Tariff, a third party may agree to act as agent for a SHIPPER to arrange for any service (under any such Rate Schedule or otherwise) and to perform any acts (including but not limited to the receipt and payment of invoices, the giving of notices, the designation of delivery and receipt points, the scheduling of volumes for transportation and storage, and the receipt of proceeds from, or the payment of amounts due for, the monthly resolution of transportation imbalances under Section 14.1 hereof) in connection with any service so arranged. In this event, SHIPPER shall provide COMPANY with a written Request that COMPANY accept the third party as agent for SHIPPER. The Request shall state specifically the scope and term of the agency, shall state that the COMPANY is authorized to accept the actions of the agent within the scope of its authority to the same extent as it would accept the actions of SHIPPER, shall provide that SHIPPER shall indemnify COMPANY and

Effective Date: 02/01/2009 Status: Effective

FERC Docket: RP09-212-000

Fourth Revised Sheet No. 191 Fourth Revised Sheet No. 191

Superseding: Third Revised Sheet No. 191

GENERAL TERMS AND CONDITIONS
(Continued)

hold it harmless for any loss or damage occasioned by the agent's actions or COMPANY'S reliance thereon, and shall be accompanied by an affidavit verifying the information contained in the Request. If the Request conforms with the provisions of this Section 24.2, then COMPANY shall notify SHIPPER in writing of its acceptance of the Request.

25. AFFILIATES

Information regarding any facilities that COMPANY's transmission function employees share with any marketing function employees of its affiliate(s) is available on COMPANY's Internet Web Site at www.elpaso.com under Informational Postings.

26. COMPLAINTS

Company shall respond to any complaints which SHIPPER or a Transmission Customer (as defined in Section 358.3(g) of the Commission's Regulations) has

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FERC Docket: RP01-205-000

Fifth Revised Sheet No. 192 Fifth Revised Sheet No. 192 : Effective

Superseding: Fourth Revised Sheet No. 192

GENERAL TERMS AND CONDITIONS
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regarding transportation service on COMPANY'S system within forty-eight (48) hours after receipt by COMPANY. If such complaint is not resolved within thirty (30) days after COMPANY'S receipt of the complaint, COMPANY shall respond in writing to the complaining party prior to the expiration of said thirty-day period.

27. ELECTRONIC BULLETIN BOARD

COMPANY shall maintain an interactive bulletin board via the public internet ("SoNet Premier") for the purpose of providing its SHIPPERS and third parties equal and timely access to COMPANY'S Transportation Log, Standards of Conduct, including applicable postings, Index of Customers, information relevant to the availability of capacity on COMPANY'S system, whether the capacity is available from COMPANY or a RELEASING SHIPPER under the provisions of Section 22 hereof, and reports on COMPANY'S firm and interruptible services pursuant to Section 284.13 of the Commission's Regulations. COMPANY shall also provide each SHIPPER access through SoNet Premier to information related to activity under its agreements with COMPANY, such as nominations, estimated imbalances and storage inventory. In addition, COMPANY will provide through SoNet Premier a daily report showing pipeline capacity, daily metered flow as available, and daily scheduled quantities aggregated by receipt point groups within capacity constrained areas. Furthermore, COMPANY shall administer each SHIPPER'S release of firm capacity, as more particularly described in Section 22 hereof, exclusively through SoNet Premier and shall provide to SHIPPER other interactive capabilities such as the ability to request service, amendments, discounts or negotiated rates, submit nominations, confirmations, and PDAs, view agent appointments under SHIPPER'S service agreement(s), and execute service agreements and amendments thereto. It is understood and agreed that COMPANY, through SoNet Premier, shall make available to SHIPPERS or working interest owners sufficient details to support the quantities allocated to that party under the PDA method at each point.

Unless specifically provided otherwise in this FERC Gas Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by SHIPPER through submission of such communications over SoNet Premier. All forms set forth or referenced in the Tariff will also be maintained on SoNet Premier for SHIPPER'S use. Service-agreement specific notices requiring communications to be in writing remain unchanged unless agreed to otherwise by the parties. Submission of information, communications, and execution of documents through SoNet Premier shall be legally binding on SHIPPER. COMPANY will also require written execution of firm Service Agreements by SHIPPER for its records.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Fourth Revised Sheet No. 193 Fourth Revised Sheet No. 193 : Effective

Superseding: Third Revised Sheet No. 193

GENERAL TERMS AND CONDITIONS
(Continued)

Section 27 (Continued)

The bulletin board feature of SoNet Premier will display current information first, have on-line help, a menu of available information for ease of reference, and search functions. Any party with access to SoNet Premier will be able to download information provided on SoNet Premier's bulletin board. COMPANY shall maintain and retain daily back-up records of the information displayed on SoNet Premier's bulletin board for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on SoNet Premier for at least thirty (30) days and then will be archived. With respect to the reports posted pursuant to Section 284.13 of the Commission's Regulations, such information will remain on SoNet Premier for at least ninety (90) days and then will be archived. Archived information will be available from COMPANY upon fifteen (15) day's prior written notice.

To receive access to SoNet Premier, a party must execute and comply with the terms of the SoNet Premier Access Agreement which may be requested from COMPANY'S Customer Services Department, P.O. Box 2563, Birmingham, AL 35202-2563. SHIPPER or third parties accessing SoNet Premier shall be responsible for providing all computer equipment necessary to access the internet and communicate with SoNet Premier.

28. ANNUAL CHARGE ADJUSTMENT CLAUSE

28.1 Purpose:

In order to recover the annual charges assessed by the Commission under Section 382.202 of the Commission's Regulations pursuant to the provisions of the Commission's Order No. 472, this Section 28 of the General Terms and Conditions is established to be applicable to COMPANY'S transportation Rate Schedules contained in Volume No. 1, Volume No. 2 and Volume No. 2A of COMPANY'S FERC Gas Tariff. Because COMPANY is electing to recover the annual charges assessed by the Commission through the operation of this Annual Charge Adjustment Clause, COMPANY does not intend to recover any annual charges recorded in Account No. 928 in any Natural Gas Act Section 4 rate case.

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FERC Docket: RP04-494-000

Eighth Revised Sheet No. 194 Eighth Revised Sheet No. 194 : Effective
Superseding: Seventh Revised Sheet No. 194

GENERAL TERMS AND CONDITIONS
(Continued)

28.2 Basis for the Annual Charge Adjustment Charge:

The Rate Schedules specified in Section 28.1 hereof shall include an Annual Charge Adjustment unit charge (ACA unit charge) applicable to each Dth of gas transported thereunder in the amount specified on the applicable tariff sheet. The ACA unit charge shall be added to the volumetric rate of any Rate Schedule with a reservation charge.

28.3 Filing Procedure:

Changes to the ACA unit charge must be filed annually to reflect the annual charge unit rate authorized by the Commission each fiscal year and are subject to the notice requirements of Section 154.22 of the Commission's Regulations.

29.GAS RESEARCH INSTITUTE CHARGE ADJUSTMENT PROVISION

29.1 Purpose:

- (a) The COMPANY has joined with other gas enterprises in the formation of a participation in the activities and financing of Gas Research Institute (GRI), an Illinois not for profit corporation. GRI has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

- (b) For the purpose of funding of GRI's approved expenditures, this Section establishes, except as provided in the following provision, (i) a GRI Adjustment Surcharge as shown on

the

applicable tariff sheets for the volumetric portion of COMPANY'S Rate Schedules FT, FT-NN and IT (ii) a GRI Adjustment Demand Surcharge as shown on the applicable tariff sheets for pipeline customers with load factors exceeding 50% and a GRI Adjustment Demand Surcharge for pipeline customers with load factors of 50% or less. Each Demand Surcharge is applicable to SHIPPER'S Transportation Demand under COMPANY'S Rate Schedule FT and FT-NN in Volume No. 1 of this FERC Gas Tariff. A customer's load factor percentage is determined on an annual basis using the most current 12-month data available at the time COMPANY prepares its annual tariff filing to implement the following year's GRI surcharge. The percentage is calculated by utilizing each customer's actual firm throughput as a percent of its annualized firm contract entitlement. It is provided that

the

GRI Adjustment Surcharge applicable to the volumes, up to the Transportation Demand, taken by SHIPPERS paying the Small Shipper Charge under Rate Schedules FT and FT-NN shall be shown on the applicable tariff sheets.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-496-000

Third Revised Sheet No. 195 Third Revised Sheet No. 195 : Suspended

Superseding: Second Revised Sheet No. 195

GENERAL TERMS AND CONDITIONS

(Continued)

Section 29.1(b) (continued)

The COMPANY shall remit to GRI only those revenues actually collected. With respect to discounted transactions, the pertinent GRI surcharge will be discounted first and, if the discount is less than the surcharge, the difference will be remitted to GRI. In addition, GRI Adjustment Charges apply to those rate schedules in Volume No. 2 of this FERC Gas Tariff which provide for the collection of the GRI Adjustment Charges, provided that such charges shall not be applicable to SHIPPERS which are interstate pipelines and which include in their rates a charge for RD&D by GRI.

- (c) To determine whether or not to assess the GRI Adjustment Charge on transportation of gas to and from a SHIPPER'S storage account under Rate Schedule CSS or ISS of this Tariff, the following provisions shall apply. For those SHIPPERS paying a Small Shipper Charge under an FT or FT-NN Service Agreement, the GRI Adjustment Charge shall be assessed when gas is transported from the storage account for subsequent delivery. For all other SHIPPERS under Rate Schedules FT, FT-NN or IT, the GRI Adjustment Charge shall be assessed on deliveries of gas to such CSS or ISS storage account, but shall not be assessed on the transportation of gas from a storage account for subsequent delivery.

29.2 Basis of the GRI Adjustment Charge:

The Rate Schedules specified in Section 29.1 hereof shall include an increment for a GRI Adjustment Charge for RD&D. Such adjustment charge shall be that increment, adjusted to COMPANY'S pressure base and heating value, if required, which has been approved by Commission orders approving GRI's RD&D expenditures.

29.3 Filing Procedure:

The proposed effective date of filings pursuant to this subsection shall be January 1 of each year unless, for good cause shown, a different effective date is allowed by valid Commission order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligations.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

Fourth Revised Sheet No. 195 Fourth Revised Sheet No. 195 : Effective

Superseding: Third Revised Sheet No. 195

GENERAL TERMS AND CONDITIONS

(Continued)

Section 29.1(b) (continued)

The COMPANY shall remit to GRI only those revenues actually collected. With respect to discounted or negotiated rate transactions, the pertinent GRI surcharge will be discounted first and, if the discount is less than the surcharge, the difference will be remitted to GRI. In addition, GRI Adjustment Charges apply to those rate schedules in Volume No. 2 of this FERC Gas Tariff which provide for the collection of the GRI Adjustment Charges, provided that such charges shall not be applicable to SHIPPERS which are interstate pipelines and which include in their rates a charge for RD&D by GRI.

- (c) To determine whether or not to assess the GRI Adjustment Charge on transportation of gas to and from a SHIPPER'S storage account under Rate Schedule CSS or ISS of this Tariff, the following provisions shall apply. For those SHIPPERS paying a Small Shipper Charge under an FT or FT-NN Service Agreement, the GRI Adjustment Charge shall be assessed when gas is transported from the storage account for subsequent delivery. For all other SHIPPERS under Rate Schedules FT, FT-NN or IT, the GRI Adjustment Charge shall be assessed on deliveries of gas to such CSS or ISS storage account, but shall not be assessed on the transportation of gas from a storage account for subsequent delivery.

29.2 Basis of the GRI Adjustment Charge:

The Rate Schedules specified in Section 29.1 hereof shall include an increment for a GRI Adjustment Charge for RD&D. Such adjustment charge shall be that increment, adjusted to COMPANY'S pressure base and heating value, if required, which has been approved by Commission orders approving GRI's RD&D expenditures.

29.3 Filing Procedure:

The proposed effective date of filings pursuant to this subsection shall be January 1 of each year unless, for good cause shown, a different effective date is allowed by valid Commission order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligations.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fourth Revised Sheet No. 196 Fourth Revised Sheet No. 196 : Effective

Superseding: Third Revised Sheet No. 196

GENERAL TERMS AND CONDITIONS

(Continued)

29.4 Remittance to GRI:

COMPANY shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of the GRI Adjustment Charges, less any amounts properly payable to a federal, state or local authority relating to the monies received hereunder.

29.5 Voluntary Contributions

The COMPANY has agreed to act as a fully voluntary agent for SHIPPERS who voluntarily choose to support GRI programs. COMPANY shall remit to GRI all such amounts voluntarily contributed by Southern's SHIPPERS pursuant to a mutually agreeable methodology.

30. RESEARCH AND DEVELOPMENT EXPENDITURE ADJUSTMENT

30.1 Purpose:

In order to recover research and development expenditures as defined by Definition 28.B of the Commission's Uniform System of Accounts pursuant to the provisions of Federal Power Commission Order No. 483, this Section 30 of the General Terms and Conditions is established to be applicable to all of COMPANY'S Rate Schedules for the transportation of gas contained in Volume No. 1 of COMPANY'S FERC Gas Tariff.

30.2 Research and Development Expenditure Adjustment:

- (a) The unit rate set forth on Sheet Nos. 14-18, 22, 26-30 and 34 of this FERC Gas Tariff shall be subject to adjustment to reflect changes in COMPANY'S cost of service for research and development expenditures.
- (b) No Research and Development Expenditure Adjustment shall be made unless such adjustment, as computed under Section 30.2(c) hereof, equals or exceeds one-tenth of one mill (\$.0001) per Dth, nor shall an adjustment be placed into effect more frequently than semi-annually.
- (c) The Research and Development Expenditure Adjustment shall be the sum of: (i) research and development expenditures chargeable to operations as determined under Section 30.2(d), and (ii) return and related income taxes on research and development expenditures included in Account 188 as determined under Section 30.2(e). The effect upon

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FERC Docket: RP97-125-000

First Revised Sheet No. 197 First Revised Sheet No. 197 : Effective

Superseding: Original Sheet No. 197

GENERAL TERMS AND CONDITIONS

(Continued)

transportation rates shall be the unit change (either increase or decrease) determined by dividing (i) the jurisdictional portion of the Research and Development Expenditure Adjustment by (ii) transportation volumes for the Determination Period.

- (d) Research and development expenditures chargeable to operations shall be the amount which actual research and development expenditures during the twelve month period ending three months prior to a proposed rate adjustment (Determination Period) (a) exceeds the amount allowed in COMPANY'S last rate proceeding, or the amount reflected in the last prior rate adjustment under this Section 30, or as to the initial research and development rate adjustment the average of three years research and development expenditures chargeable to operations, or (b) is less than the actual research and development expenditures in the COMPANY'S prior rate adjustment under this subsection.
- (e) For the purpose of determining the balance in Account 188 which may be tracked COMPANY shall increase such balance by the tax effect of research and development expenditures as recorded in Account 190 and shall reduce such balance by all amounts which are (i) received from others in payment for rights and/or benefits received from research and development expenditures recorded in Account 188 and received by the end of the Determination Period and not used to reduce the balance of Account 188 in any prior filing under this Section 30 and (ii) the tax effect of research and development expenditures as recorded in Account 283. The rate of return used by COMPANY to determine the rate effect of the rate base treatment of the balance in Account 188 shall be the rate of return last allowed by the Commission during the previous three year period. If there has been no such rate of return determined during the previous three year period, and, in the absence of evidence submitted to the contrary, the rate of return utilized shall be the then present interest rate used for computing refunds as specified in Section 154.501 of the Commission's Regulations under the Natural Gas Act.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Second Revised Sheet No. 198 Second Revised Sheet No. 198 : Effective

Superseding: First Revised Sheet No. 198

GENERAL TERMS AND CONDITIONS

(Continued)

- (f) Any tariff filing made by COMPANY pursuant to this section shall be made at least forty-five (45) days prior to the date on which any change in its existing rates is to become effective. Simultaneously with the above filing, the COMPANY shall furnish the Commission, jurisdictional customers, and interested State Commissions a report containing detailed computations which clearly show the derivation of the rate adjustment. Each rate adjustment shall become effective on the effective date without suspension provided that any rate increase shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and nonappealable Commission Order.
- (g) In addition to the report provided for in Section 30.2(f), COMPANY shall submit a statement as to the anticipated scope and objective of the research and development expenditure and the relationship of such objective to the jurisdictional service for which the tracking is to apply.
- (h) COMPANY shall not be required to reduce its rates under this subsection by an increment exceeding the aggregate increase allowed hereunder.
- (i) COMPANY shall not make any adjustment to the rates set forth on the currently effective Sheet Nos. 14-18, 22, 26-30 and 34 pursuant to the provisions of this Section 30 which reflects its participation in Gas Research Institute's research and development programs.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Fifth Revised Sheet No. 199 Fifth Revised Sheet No. 199

Superseding: Fourth Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS
(Continued)

31. Reserved for Future Use

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-427-003

Sixth Revised Sheet No. 200 Sixth Revised Sheet No. 200

Superseding: Fifth Revised Sheet No. 200

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

Second Revised Sheet No. 201 Second Revised Sheet No. 201 : Effective

Superseding: Second Alt. First Rev. Sheet No. 201

GENERAL TERMS AND CONDITIONS

(Continued)

Reserved for Future Use

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

First Revised Sheet No. 201.a First Revised Sheet No. 201.a : Effective

Superseding: Original Sheet No. 201A

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

Second Revised Sheet No. 201.b Second Revised Sheet No. 201.b : Effective

Superseding: First Revised Sheet No. 201B

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

Fifth Revised Sheet No. 202 Fifth Revised Sheet No. 202 : Effective

Superseding: Fourth Revised Sheet No. 202

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 01/01/2002 Status: Effective

FERC Docket: RP02- 88-000

Third Revised Sheet No. 203 Third Revised Sheet No. 203 : Effective

Superseding: Second Revised Sheet No. 203

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Seventh Revised Sheet No. 204 Seventh Revised Sheet No. 204

Superseding: Sixth Revised Sheet No. 204

GENERAL TERMS AND CONDITIONS
(Continued)

32. APPLICATION OF DISCOUNTED RATES

32.1 Discounts of Reservation Charges and Surcharges

SHIPPER'S In the event COMPANY discounts the total rate applicable on a reservation basis under a
following FT or FT-NN Service Agreement, it will discount the components of such total rate in the
order: (1) GRI Adjustment Demand Charge; (2) Reservation Charge.

32.2 Discounts of Volumetric Charges or Surcharges

SHIPPER'S FT, In the event COMPANY discounts the total rate applicable on a volumetric basis under
following FT-NN or IT Service Agreement, it will discount the components of such total rate in the
order: (1) GRI Adjustment Charge; (2) Storage Cost Reconciliation Mechanism Volumetric
Surcharge; (3) Transportation Charge or Small Shipper Charge, as applicable; (4) ACA Surcharge; (5)
Hurricane Surcharge.

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FERC Docket: RP09-427-003

Ninth Revised Sheet No. 204 Ninth Revised Sheet No. 204

Superseding: Eighth Revised Sheet No. 204

GENERAL TERMS AND CONDITIONS
(Continued)

32. APPLICATION OF DISCOUNTED RATES

32.1 Discounts of Reservation Charges and Surcharges

SHIPPER'S In the event COMPANY discounts the total rate applicable on a reservation basis under a
following FT or FT-NN Service Agreement, it will discount the components of such total rate in the
order: (1) GRI Adjustment Demand Charge; (2) Reservation Charge.

32.2 Discounts of Volumetric Charges or Surcharges

SHIPPER'S FT, In the event COMPANY discounts the total rate applicable on a volumetric basis under
following FT-NN or IT Service Agreement, it will discount the components of such total rate in the
order: (1) GRI Adjustment Charge; (2) Storage Cost Reconciliation Mechanism Volumetric
Surcharge; (3) Transportation Charge or Small Shipper Charge, as applicable; (4) ACA Surcharge.

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FERC Docket: RP92-134-014

First Rev. Second Rev. Sheet No. 205 First Rev. Second Rev. Sheet No. 205 : Effective
Superseding: First Revised Sheet No. 205

GENERAL TERMS AND CONDITIONS
(Continued)

33. TAKE-OR-PAY BUY-OUT & BUY-DOWN RECOVERY MECHANISM

33.1 Purpose:

In order to recover the buy-out and buy-down costs incurred by COMPANY, i.e., costs incurred by COMPANY directly or indirectly to extinguish outstanding take-or-pay exposure under existing contracts, or to terminate the contracts, or to reform the price, volume or other pertinent economic terms of the contracts, consistent with the provisions of Section 2.104 of the Commission's Regulations governing the recovery of such costs, this Section 33 of the General Terms and Conditions is established to be applicable to all of COMPANY'S former rate schedules for the sale of gas for resale and all rate schedules for the transportation of gas contained in Volume No. 1 and Volume No. 2 of COMPANY'S FERC Gas Tariff.

Effective Date: 05/01/1994 Status: Effective

FERC Docket: TM94-4-7-000

First Revised Sheet No. 206 First Revised Sheet No. 206 : Effective

Superseding: Original Sheet No. 206

GENERAL TERMS AND CONDITIONS

(Continued)

33.2 Fixed Take-or-Pay Surcharge:

Pursuant to this Section 33.2 of the General Terms and Conditions, each of the PURCHASERS under COMPANY'S former OCD-1, OCDL-1, OCD-2, OCD-3, G-1, G-2 and G-3 sales rate schedules shall be assessed a fixed monthly take-or-pay charge in the amount authorized by the Commission and set forth for each such PURCHASER on Sheet Nos. 23 through 25 of COMPANY'S FERC Gas Tariff. The total fixed monthly take-or-pay charge shall be equal to the buy-out and buy-down costs direct billed to COMPANY from COMPANY'S pipeline suppliers and authorized for recovery by the Commission, all as set forth on Sheet Nos. 23 through 25.

In addition, commencing on May 1, 1990, and each year thereafter, COMPANY shall recalculate the interest amounts that would have accrued under the actual Commission prescribed interest rates in effect during the previous 12-month period and shall reflect any overcollections or undercollections during the next 12-month amortization period. Any PURCHASER may eliminate interest expense accruing under this section by remitting the total amount assessed under this section against such PURCHASER within sixty days of the effective date of any Commission order authorizing COMPANY to bill PURCHASER for buy-out and buy-down costs pursuant to this section.

Any PURCHASER whose sales Service Agreement with COMPANY under the above-referenced sales rate schedules expires prior to COMPANY'S recovery from such PURCHASER of all amounts due from such PURCHASER pursuant to this Section 33 shall at PURCHASER's election exercisable within 60 days of the expiration of its sales Service Agreement with COMPANY either (1) remit to COMPANY the balance of amounts due to COMPANY from such PURCHASER pursuant to this Section 33 or (2) elect to continue to pay the fixed monthly charge provided for hereunder for the duration of any applicable amortization period. Unless COMPANY is advised in writing to the contrary within the 60 day period following expiration of its

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FERC Docket: TM94-4-7-000

Second Revised Sheet No. 207 Second Revised Sheet No. 207 : Effective

Superseding: First Revised Sheet No. 207

GENERAL TERMS AND CONDITIONS

(Continued)

Service Agreement with PURCHASER, PURCHASER shall be deemed to have agreed to continue to pay the fixed monthly charge for the duration of any applicable amortization period.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-001

Substitute Third Revised Sheet No. 208 Substitute Third Revised Sheet No. 208 : Effective

Superseding: Third Revised Sheet No. 208

GENERAL TERMS AND CONDITIONS

(Continued)

34. NEGOTIATED RATE PROVISIONS

- 34.1 Notwithstanding anything to the contrary provided in COMPANY's FERC Gas Tariff, COMPANY and SHIPPER may negotiate a rate for transportation service under any rate schedule (Negotiated Rate). Said Negotiated Rate or Negotiated Rate formula shall be set forth on Exhibit D or Exhibit F to the applicable Service Agreement executed by COMPANY and SHIPPER. At the commencement of transportation service pursuant to any Negotiated Rate or Negotiated Rate formula or prior to such commencement, COMPANY shall file with the Commission either the contract or a revised tariff Sheet No. 23 setting forth the name of SHIPPER, the contract number, contract date and the Negotiated Rate or Negotiated Rate formula applicable to such agreement. The maximum rate set forth in COMPANY's rate schedules applicable to the service to which the Negotiated Rate applies (Recourse Rate) shall be available for any SHIPPER that does not desire a negotiated rate with COMPANY.

Negotiated Rate shall mean a rate for transportation service agreed upon by COMPANY and SHIPPER. Such Negotiated Rate may be greater than or less than the maximum charges stated in COMPANY's rate schedule for that service. For purposes of allocation of capacity pursuant to Section 16 of the General Terms and Conditions, SHIPPERS paying a Negotiated Rate which, when calculated on a 100% load factor basis exceeds COMPANY's maximum rate for that service, would be deemed to have paid the maximum Recourse Rate. In the event that a SHIPPER desires to exercise its right of first refusal to continue service beyond the expiration date of its firm service agreement pursuant to Section 20 of the General Terms and Conditions, the highest rate that a SHIPPER must match is the maximum rate applicable to such service as set forth in COMPANY's rate schedule for such service.

- 34.2 Notwithstanding any provision of COMPANY's effective FERC Gas Tariff to the contrary, COMPANY and SHIPPER may mutually agree in writing to rates, rate components, charges, surcharges, or credits for services that differ from those rates, rate components, charges, surcharges, or credits that are otherwise prescribed, required, established or imposed by any applicable provision of COMPANY's effective FERC Gas Tariff. If COMPANY agrees to such differing rates, rate components, charges, or credits, then the Negotiated Rate(s) shall be effective only for the period agreed upon by COMPANY. During such period, the Negotiated Rate shall govern and apply to the SHIPPER's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated

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Second Revised Sheet No. 209 Second Revised Sheet No. 209 : Effective

Superseding: First Revised Sheet No. 209

GENERAL TERMS AND CONDITIONS

(Continued)

Section 34.2 (continued)

Rate, shall not apply to, or be available to, the SHIPPER. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to SHIPPER. Only those rates, rate components, charges, or credits by COMPANY and SHIPPER in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by COMPANY's Tariff shall remain in effect. COMPANY shall make any filing at the FERC necessary to effectuate a Negotiated Rate.

34.3 Rate Treatment:

COMPANY shall have the right to seek in future general rate proceedings, discount-type adjustments in the design of its rates related to negotiated rate agreements that were converted from pre-existing discount agreements to negotiated rate agreements, provided that the type of service received by SHIPPER prior to the conversion is not altered as a result of the conversion to a negotiated rate. In those situations, COMPANY may seek a discount-type adjustment based on the greater of: (a) the negotiated rate revenues received or (b) the discounted rate revenues which otherwise would have been received. In addition, COMPANY, shall not be precluded from seeking discount recognition in future general rate proceedings for negotiated rate transactions in which the total rate to be charged under the Negotiated Rate Agreement cannot exceed the applicable maximum rate on a 100% load-factor basis. For purposes of determining whether the rates charged under any Negotiated Rate agreement constitute a discounted rate, the actual revenue generated from the transaction under all of the rate components in total will be compared to the revenue generated as though COMPANY had charged the maximum rate under the applicable rate schedule at the actual load factor at which the service under the Negotiated Rate transaction was utilized.

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FERC Docket: RP09-427-001

Fourth Revised Sheet No. 210 Fourth Revised Sheet No. 210

Superseding: Third Revised Sheet No. 210

GENERAL TERMS AND CONDITIONS
(Continued)

35. FUEL MECHANISM

35.1 Purpose:

The purpose of this Section 35 is to establish a mechanism to reconcile annually the difference between (a) the quantity of gas retained by COMPANY for company use and lost and unaccounted for gas plus that portion of the transportation charges collected applicable to electricity used for compression under Rate Schedules FT, FT-NN, IT, CSS and ISS during the annual period, and (b) the actual quantity of gas consumed by COMPANY for company use and lost and unaccounted for gas and costs of electricity used for compression during the annual period. Such difference shall be (a) refunded if the cumulative difference for the annual period is positive ("Refund Amount") or (b) charged if the cumulative difference for the annual period is negative ("Charge Amount").

35.2 Calculation:

Each month during the annual period COMPANY will calculate the difference between (a) the quantity of gas retained by COMPANY for company use and lost and unaccounted for gas based on allocated quantities under Rate Schedules FT, FT-NN, IT, CSS and ISS and under Liquefiable Transportation Agreements ("Retained Volume") multiplied by the Index Price set forth in Section 14.1 of these General Terms and Conditions for the month plus an amount equal to the electricity component of the transportation charges, as shown below in Section 35.5, collected during the month; and (b) the actual quantity of gas that was consumed by COMPANY for company use and lost and unaccounted for gas for the month, multiplied by the Index Price for the month plus the actual cost of electricity used for compression during the month.

35.3 Procedures for Refund or Charge:

At the end of the annual period, the cumulative total of the differentials calculated above for all of the months during the applicable annual period shall be determined. If this differential is positive, there will be a Refund Amount. If this differential is negative, there will be a Charge Amount. The Refund Amount or Charge Amount, whichever is applicable for the annual period, will include interest computed as specified in Section 154.501(d) of the Commission's Regulations, on the monthly amounts derived in Section 35.2 above. The amount to be refunded or charged to each shipper will be determined on a pro rata basis to those shippers on COMPANY's system that had fuel retained under their transportation or storage service agreements during the applicable annual period. Each Shipper's share of the Refund Amount or Charge Amount, whichever is applicable for the annual period, will be calculated by dividing that Shipper's total quantities retained during the annual period by the total annual Retained Volume and multiplying such quotient by the Refund Amount or Charge Amount, whichever is applicable for the annual period. For purposes of this Section 35, the annual period shall commence on September 1 of each year with the first annual period commencing on September 1, 2009. COMPANY shall make an annual filing with the FERC within sixty-five (65) days of the end of the annual period setting forth the calculation in Section 35.2 by month, including interest, and the calculation of the Refund Amount or Charge Amount by Shipper. Any such refunds or charges will be sent to Shippers within forty-five (45) days after FERC approval of the annual filing. Charge Amounts shall be billed and paid under Section 15 of these General Terms and Conditions.

35.4 Last Filing Related to Fuel Sharing Mechanism

Regarding the fuel sharing mechanism that was in effect prior to September 1, 2009 in accordance with this Section 35, the COMPANY shall make a filing within sixty-five (65) days of August 31, 2009 with the FERC setting forth the calculation in Section 35.2 by month for the period March 1, 2009 through August 31, 2009, including interest, and the calculation of the Refund Amount, by SHIPPER, if any. Any such refunds will be sent to SHIPPER within seventy-five (75) days of August 31, 2009.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Third Revised Sheet No. 210 Third Revised Sheet No. 210

Superseding: Second Revised Sheet No. 210

GENERAL TERMS AND CONDITIONS
(Continued)

35. FUEL MECHANISM

35.1 Purpose:

The purpose of this Section 35 is to establish a mechanism to reconcile annually the difference between (a) the quantity of gas retained by COMPANY for company use and lost and unaccounted for gas plus that portion of the transportation charges collected applicable to electricity used for compression under Rate Schedules FT, FT-NN, IT, CSS and ISS during the annual period, and (b) the actual quantity of gas consumed by COMPANY for company use and lost and unaccounted for gas and costs of electricity used for compression during the annual period. Such difference shall be (a) refunded if the cumulative difference for the annual period is positive ("Refund Amount") or (b) charged if the cumulative difference for the annual period is negative ("Charge Amount").

35.2 Calculation:

Each month during the annual period COMPANY will calculate the difference between (a) the quantity of gas retained by COMPANY for company use and lost and unaccounted for gas based on allocated quantities under Rate Schedules FT, FT-NN, IT, CSS and ISS and under Liquefiable Transportation Agreements ("Retained Volume") multiplied by the Index Price set forth in Section 14.1 of these General Terms and Conditions for the month plus an amount equal to the electricity component of the transportation charges, as shown below in Section 35.5, collected during the month; and (b) the actual quantity of gas that was consumed by COMPANY for company use and lost and unaccounted for gas for the month, multiplied by the Index Price for the month plus the actual cost of electricity used for compression during the month.

35.3 Procedures for Refund or Charge:

At the end of the annual period, the cumulative total of the differentials calculated above for all of the months during the applicable annual period shall be determined. If this differential is positive, there will be a Refund Amount. If this differential is negative, there will be a Charge Amount. The Refund Amount or Charge Amount, whichever is applicable for the annual period, will include interest computed as specified in Section 154.501(d) of the Commission's Regulations, on the monthly amounts derived in Section 35.2 above. The amount to be refunded or charged to each shipper will be determined on a pro rata basis to those shippers on COMPANY's system that had fuel retained under their transportation or storage service agreements during the applicable annual period. Each Shipper's share of the Refund Amount or Charge Amount, whichever is applicable for the annual period, will be calculated by dividing that Shipper's total quantities retained during the annual period by the total annual Retained Volume and multiplying such quotient by the Refund Amount or Charge Amount, whichever is applicable for the annual period. For purposes of this Section 35, the annual period shall commence on September 1 of each year with the first annual period commencing on September 1, 2009. COMPANY shall make an annual filing with the FERC within sixty-five (65) days of the end of the annual period setting forth the calculation in Section 35.2 by month, including interest, and the calculation of the Refund Amount or Charge Amount by Shipper. Any such refunds or charges will be sent to Shippers within forty-five (45) days after FERC approval of the annual filing. Charge Amounts shall be billed and paid under Section 15 of these General Terms and Conditions.

35.4 Last Filing Related to Fuel Sharing Mechanism

Regarding the fuel sharing mechanism that was in effect prior to September 1, 2009 in accordance with this Section 35, the COMPANY shall make a filing within sixty-five (65) days of August 31, 2009 with the FERC setting forth the calculation in Section 35.2 by month for the period March 1, 2009 through August 31, 2009, including interest, and the calculation of the Refund Amount, by SHIPPER, if any. Any such refunds will be sent to SHIPPER within seventy-five (75) days of August 31, 2009.

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FERC Docket: RP99-496-000

Second Revised Sheet No. 211 Second Revised Sheet No. 211 : Suspended
Superseding: First Revised Sheet No. 211

GENERAL TERMS AND CONDITIONS
(Continued)

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Fifth Revised Sheet No. 211 Fifth Revised Sheet No. 211

Superseding: Fourth Revised Sheet No. 211

GENERAL TERMS AND CONDITIONS
(Continued)

35.5 Electricity Component of the Transportation Charges under Rate Schedules FT, FT-NN and IT:

DELIVERY ZONE				
RECEIPT ZONE	PRODUCTION AREA	ZONE 1	ZONE 2	ZONE 3
PRODUCTION AREA	\$.012	\$.015	\$.026	\$.032
ZONE 1	\$.012	\$.003	\$.014	\$.020
ZONE 2	\$.012	\$.003	\$.011	\$.017
ZONE 3	\$.012	\$.003	\$.011	\$.006
Small Shipper	\$.012	\$.015	\$.026	\$.032

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Fourth Revised Sheet No. 211 Fourth Revised Sheet No. 211

Superseding: Third Revised Sheet No. 211

GENERAL TERMS AND CONDITIONS
(Continued)

35.5 Electricity Component of the Transportation Charges under Rate Schedules FT, FT-NN and IT:

DELIVERY ZONE

RECEIPT ZONE	PRODUCTION AREA	ZONE 1	ZONE 2	ZONE 3
PRODUCTION AREA	\$.012	\$.015	\$.026	\$.032
ZONE 1	\$.012	\$.003	\$.014	\$.020
ZONE 2	\$.012	\$.003	\$.011	\$.017
ZONE 3	\$.012	\$.003	\$.011	\$.006
Small Shipper	\$.012	\$.015	\$.026	\$.032

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First Revised Sheet No. 212 First Revised Sheet No. 212 : Effective

Superseding: First Substitute Original Sheet No. 212

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The demand portion of any balance will be allocated or refunded on the basis of each customer's proportionate share of sales contract demands for Rate Schedule OCD as of October 31, 1993, and imputed contract demands for one-part customers as of October 31, 1993, to be determined by dividing each such customer's imputed contract demands for the twelve (12) month period prior to implementation of restructuring on November 1, 1993, by 12. The commodity portion of any balance will be allocated or refunded on the basis of each customer's proportionate share of total sales during the twelve-month period prior to implementation of restructuring. Customers have the same payment options as in Section 35.3 for payment of said direct bill, if applicable. After the end of this nine-month period, COMPANY shall file a report (including work papers) with the Commission detailing the final balance at the end of the nine-month close-out period.

35.5 Refunds and/or Billings Subsequent to Close-Out Period:

After the initial allocation of Account No. 191 costs set forth in Section 35.2 and 35.4, COMPANY will record in a refund subaccount all refunds, revenue credits, credit billing adjustments, and related interest which may be reflected in Account No. 191. COMPANY will then file on an annual basis to refund any credit balance with interest to its customers on the same basis as set forth in Section 35.4 above.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-496-000

Second Revised Sheet No. 212 Second Revised Sheet No. 212 : Suspended

Superseding: First Revised Sheet No. 212

GENERAL TERMS AND CONDITIONS
(Continued)

Sheet Reserved for Future Use

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First Revised Sheet No. 212A First Revised Sheet No. 212A : Effective

Superseding: Original Sheet No. 212A

GENERAL TERMS AND CONDITIONS
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36. DIRECT DELIVERY CONNECTIONS

- (a) As used herein, the term direct delivery connection shall refer to interconnection, measurement, and appurtenant facilities necessary to deliver gas directly to an end-user.
- (b) A SHIPPER may request a new direct delivery connection by submitting to the attention of the COMPANY'S Transportation Services Department, Post Office Box 2563, Birmingham, Alabama 35202, a written request to COMPANY in the format set out in Appendix A to these General Terms and Conditions. If SHIPPER is currently receiving natural gas services from the local distributor serving the area, or if the direct delivery connection is within the authorized service area of a local distribution company, SHIPPER shall provide a copy of its request for a direct delivery connection to such local distribution company. SHIPPER shall notify COMPANY of the date SHIPPER has complied with this notice requirement, and COMPANY shall not make the filing required by Section 157.211(a)(2) of the Commission's Regulations until thirty (30) days after the date SHIPPER notified such local distribution company of its request for a direct delivery connection.
- (c) COMPANY will add a new direct delivery connection if such direct delivery connection is operationally and economically feasible.
- (d) A direct delivery connection is operationally feasible if, with such connecting facilities, COMPANY has the existing pipeline capacity to perform the requested service through the proposed direct connection and such service will not impair the COMPANY'S ability to provide service to its existing firm customers.
- (e) (1) A direct delivery connection is economically feasible if the proposed transportation service to be provided through the new direct delivery connection will produce a net revenue gain, as more particularly described in Section 6 of Rate Schedule FT, or is revenue positive or revenue neutral to COMPANY, as described in subsections (2) or (3) below.

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(Continued)

- (2) To the extent that the new direct delivery connection serves an end-user that has historically been served by a firm customer of COMPANY, the proposed transportation service to be provided through the new direct delivery connection will be deemed revenue positive or revenue neutral if the costs set out in Sections 36(f)(1), (2), (3), and (4), as applicable, are paid or reimbursed in full by the SHIPPER obtaining the direct delivery connection.
 - (3) To the extent that the new direct delivery connection serves an end-user which represents new or incremental gas transportation volumes, the proposed transportation service to be provided through the new direct delivery connection will be deemed revenue positive or revenue neutral if the costs set out in Section 36(f)(1) are either paid or reimbursed in full by the SHIPPER obtaining the direct delivery connection.
- (f) The costs referenced in Sections 36(e)(2) and (3), as applicable, are:
- (1) All costs, including overheads and taxes, associated with construction of the required direct delivery connection facilities and with any modifications to existing facilities required to maintain service to existing firm customers.
 - (2) Any fixed monthly take-or-pay charges arising under Section 33.2 of these General Terms and Conditions which, as a result of the direct delivery connection, may no longer be recovered from the firm customer that has historically served the end-user to be served through the direct delivery connection, as provided in Section 1(b) of Article XII of the Stipulation and Agreement approved in Southern Natural Gas Company, 46 FERC 61,336 (1989).
 - (3) As provided in Order Nos. 636 and 636-A, any Gas Supply Realignment Costs and other transition costs under Sections 31 and 32 of these General Terms and Conditions which the Commission orders to be (i) allocated or assigned to SHIPPER or (ii) paid by SHIPPER, as a result of the direct delivery connection.

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FERC Docket: RP94-387-001

Second Revised Sheet No. 212C Second Revised Sheet No. 212C : Effective

Superseding: First Revised Sheet No. 212c
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- (4) Any other costs which the Commission orders to be (i) allocated or assigned to SHIPPER, or (ii) paid by SHIPPER, as a result of the direct delivery connection.
- (g) After the SHIPPER requesting the direct delivery connection executes an interconnection agreement agreeing to pay or reimburse COMPANY in full for the costs set out in Sections 36(f)(1), (2), (3), and (4), as applicable, and COMPANY has received all necessary regulatory authorizations to construct, install, and operate the direct delivery connection facilities, COMPANY shall commence construction of the new direct delivery connection in accordance with the terms of such agreement and regulatory authorizations.

37. VERIFICATION OF DELIVERIES UNDER SMALL SHIPPER AGREEMENTS

37.1 Purpose:

This provision sets forth the requirements which must be met by a SHIPPER who pays a Small Shipper Charge for firm transportation service under Section 3(c) of Rate Schedules FT or FT-NN (hereinafter referred to as a "Small Shipper") when deliveries under other transportation agreements are made by COMPANY to the Small Shipper's Delivery Point on any day. This provision also establishes the billing consequences for SHIPPERS at the Small Shipper's Delivery Point if the requirements set forth herein are not met.

37.2 Deliveries to Small Shipper Delivery Points:

- (a) Except as set forth in Section 37.2(b) below, a Small Shipper must utilize its firm transportation agreement(s) subject to a Small Shipper Charge (hereinafter referred to as "Small Shipper Agreement") for having gas delivered to its Delivery Point(s) thereunder on any day prior to using, or causing to be used by another SHIPPER for delivery to the Small Shipper, any other type of transportation agreement.
- (b) If a Small Shipper has both a Small Shipper Agreement and an FT and/or FT-NN Service Agreement under which it pays a Reservation Charge, the Small Shipper may utilize the latter type of agreement(s), at its option, prior to utilizing its Small Shipper Agreement.
- (c) Section 37.2(a) above does not affect the ability of a third-party SHIPPER to contract with COMPANY for the transportation of gas on any day to the Small Shipper Delivery Point on behalf of an industrial customer located behind such point.

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FERC Docket: RP94-387-001

First Revised Sheet No. 212D First Revised Sheet No. 212D : Effective

Superseding: Original Sheet No. 212d

GENERAL TERMS AND CONDITIONS

(Continued)

37.3 Verification Requirements:

- (a) On any day that the Small Shipper does not fully utilize its Small Shipper Agreement, and there are deliveries allocated to other transportation agreements at the Small Shipper's Delivery Point on that day (other than as allowed under Section 37.2(b) above), then COMPANY shall have the right to require the Small Shipper to submit verification for such deliveries as described below.
- (b) COMPANY shall provide to the Small Shipper a listing of the days, and relevant allocation information, on which the situation described in Section 37.3(a) occurred during the previous month, or such other time period agreed upon by the parties. COMPANY also shall provide a Verification Form with the statement which requests the Small Shipper to identify the industrial load and volume being served. Within thirty (30) days thereafter, the Small Shipper shall fill out and return the Verification Form to COMPANY showing whether or not the volumes delivered under third-party transportation agreements were for the account of an industrial customer as allowed by Section 37.2(c) above. If the Verification Form shows that any third-party deliveries were on behalf of the Small Shipper, however, then COMPANY will have the right to adjust its previous bills as set forth below.

37.4 Right to Audit and Adjust Bills:

- (a) Upon at least fifteen (15) days prior notice to the Small Shipper, COMPANY shall have the right, but not the requirement, to audit the Small Shipper's records hereunder solely for the purpose of verifying the accuracy of the information previously provided by the Small Shipper on the Verification Form.
- (b) If the Verification Form or COMPANY'S audit shows that deliveries made to a Small Shipper Delivery Point on any day under one or more third-party transportation agreements should have been made under the Small Shipper Agreement, COMPANY shall have the right to reallocate the delivered volumes on that day such that the correct volume is allocated to the Small Shipper Agreement (rather than other agreements) up to the Transportation Demand thereof, and to make a prior period adjustment on the subsequent bills of all SHIPPERS affected by the reallocation.

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GENERAL TERMS AND CONDITIONS
(Continued)

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Superseding: First Revised Sheet No. 212F

GENERAL TERMS AND CONDITIONS
(Continued)

Reserved for Future Use

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fourth Revised Sheet No. 212G Fourth Revised Sheet No. 212G : Suspended

Superseding: Third Revised Sheet No. 212G

GENERAL TERMS AND CONDITIONS

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39. TRANSPORTATION DEMAND ADJUSTMENT FOR STATE REGULATORY ACTION

(a) If SHIPPER is a local distribution company, or a Hinshaw pipeline under Section 1(c) of the Natural Gas Act, subject to the jurisdiction of a state regulatory agency, and if said state regulatory agency issues a final order that (i) finds SHIPPER'S aggregate firm transportation quantities with all of its pipeline transporters to be excessive when compared to its requirements for firm transportation service necessary to serve all of the loads attached to its distribution system, and (ii) requires SHIPPER to reduce such aggregate firm transportation quantities, SHIPPER may reduce its Transportation Demand under any Service Agreement for firm transportation services between SHIPPER and COMPANY by the amount ordered by said state regulatory agency; provided however, that any such reduction shall be applied first to the Transportation Demand under the Service Agreement for which SHIPPER is paying the lowest transportation rate, calculated on a one hundred percent (100%) load factor basis, and then to the Transportation Demand under the Service Agreement with the shortest remaining contract term. For purposes of determining under which Service Agreement Transporter is paying the lowest rate, any seasonally adjusted contracts shall be considered to be discounted contracts, with such discounted transportation rate to be determined by dividing the annual revenues under the Service Agreement by the product of the maximum monthly Transportation Demand times 12. Such reduction shall become effective twenty-four (24) months after the date of SHIPPER'S written notice to COMPANY that it has been ordered by the state regulatory agency to reduce its Transportation Demand. SHIPPER'S right to reduce its Transportation Demand as provided in this Section 39 is conditioned upon (i) SHIPPER having provided written notice to COMPANY that its aggregate firm transportation quantities were the subject of a state regulatory proceeding so that COMPANY had a reasonable opportunity to participate in said proceeding, and (ii) SHIPPER having made a good faith effort to defend its aggregate firm transportation quantities in said proceeding.

(b) SHIPPER'S right to reduce its Transportation Demand under this Section 39 shall not apply to Service Agreements executed or extended as part of a system expansion or other transaction between COMPANY and SHIPPER where facilities on COMPANY'S system are to be constructed, modified or sold after May 20, 2004, in consideration for the contract subscription or extension; provided, however, once the primary term of such Service Agreement or contract extension has expired, Section 39(a) will apply to any future evergreen periods for Service Agreements covered hereunder. Each package of capacity under SHIPPER'S firm Service Agreement for which this Section 39(b) exclusion applies will be designated by the COMPANY on the Exhibit B to SHIPPER'S Service Agreement.

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Sub. Twelfth Revised Sheet No. 212H Sub. Twelfth Revised Sheet No. 212H

Superseding: Twelfth Revised Sheet No. 212H

GENERAL TERMS AND CONDITIONS
(Continued)

40. NAESB STANDARDS

COMPANY hereby incorporates into this tariff by reference, rather than verbatim, the following NAESB business standards and recommendations which have been adopted by the Commission in its regulations at 18

C.F.R. Section 284.10(b) and 284.12. Notwithstanding this Section 40, COMPANY shall adhere to the NAESB WQ Standards as modified by Order No. 717 and Order No. 587-T.

NAESB Standards - Version 1.8:

0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1

1.1.17, 1.1.18, 1.1.20, 1.1.21, 1.1.22, 1.2.3, 1.2.4, 1.2.8, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v), 1.3.2(vi), 1.3.4, 1.3.7, 1.3.14, 1.3.18, 1.3.19, 1.3.22, 1.3.27, 1.3.31, 1.3.33, 1.3.35, 1.3.36, 1.3.38, 1.3.39, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

2.1.5, 2.1.6, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.8, 2.3.10, 2.3.12, 2.3.13, 2.3.17, 2.3.18, 2.3.19, 2.3.21, 2.3.22, 2.3.23, 2.3.27, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.45, 2.3.46, 2.3.48, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

3.3.4, 3.3.6, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4

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10.3.25

COMPANY agrees to use, and incorporates herein by reference, NAESB's Model Trading Partner Agreement for transacting business with parties who choose to use the electronic delivery mechanism standards set forth in Section 4 of the NAESB Standards.

COMPANY agrees to accept and provide standardized data elements for EDI pursuant to Version 1.8 of the NAESB Standards which are incorporated herein by reference. A copy of COMPANY'S Implementation Guide for EDI transactions is available upon request.

COMPANY agrees to use, and incorporates herein by reference, NAESB'S Funds Transfer Agent Agreement pursuant to Version 1.8 to be used to supplement COMPANY's General Terms and Conditions in order to appoint an agent for all transactions wherein there is a need for instantaneous transfer of title of gas from a seller to buyer to buyer's repurchaser.

COMPANY agrees to use, and incorporates herein by reference, NAESB's Base Contract for Sale and Purchase of Natural Gas as well as the Model Credit Support Addendum to the Base Contract pursuant to Version 1.8 in order to facilitate purchase and sale transactions of gas on a firm or interruptible basis.

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GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.1 Implementation of OFOs:

- (a) COMPANY shall attempt to minimize the use of OFOs and the declaration of critical periods and, when possible, to direct an OFO to the specific party(s) creating the operating condition and to the specific location of the system where the operating condition exists. Whenever COMPANY notifies affected parties that an OFO or critical period exists on its pipeline system under one of the provisions referenced below, such notice shall describe the condition and the specific responses required from the affected parties. COMPANY will release an OFO as soon as system conditions make such release feasible and COMPANY will not wait until the start of a gas day if release of the OFO is possible on an intraday basis. Each potential OFO condition set forth below contains the amount of notice COMPANY is required to give prior to implementing the OFO, if applicable, and Section 18 of these General Terms and Conditions states the notification method applicable. COMPANY will not assess any penalties under the provisions set forth below on an intraday basis, even if the applicable notice becomes effective during the gas day.
- (b) The following provisions in COMPANY'S FERC Gas Tariff constitute OFOs or critical periods on COMPANY'S system:

Notice Number	Short Description	Does a Penalty Apply?	Tariff Cite
2	Hourly Market Demand Exceeds Capacity	No, but flow control can be installed	Sec. 10.3 - GT&C
3	Daily Market Demand Exceeds Capacity	Yes	Sec. 41.2 - GT&C
4	Daily Deliveries Create Imbalance That Threaten Capacity	Yes	Sec. 41.3(a), (c), (d) - GT&C
5	Daily Receipts Create Imbalance That Threaten Capacity	Yes	Sec. 41.3(a), (b), (d) - GT&C
6	Daily Shipper Imbalances Threaten System Integrity	Yes	Sec. 41.4 - GT&C

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GENERAL TERMS AND CONDITIONS

(Continued)

42. Discount Terms

- 42.1 In the event COMPANY agrees to discount its rate to SHIPPER below COMPANY's maximum rate under COMPANY's Rate Schedules FT, FT-NN, IT, CSS, ISS, or PAL, the following discount terms may be reflected on Exhibit E to the Service Agreement and will apply without the discount constituting a material deviation from COMPANY's proforma Service Agreement; provided, however, any such discount shall not be less than COMPANY's minimum rate. Such discounted rate may:
- (1) apply only to specified quantities under SHIPPER's Service Agreement(s);
 - (2) apply only if specified quantities are achieved (with maximum rates applicable to volumes above specified quantities or to all quantities if specified quantities are never achieved);
 - (3) apply only in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);
 - (4) apply only during specified periods of the year or over specifically-defined periods of time;
 - (5) apply only to specified receipt or delivery points, zones, markets, or other defined geographical areas;
 - (6) apply only to production reserves dedicated by the SHIPPER;
 - (7) apply to quantities conditioned upon implementation and completion of a construction project or acquisition of facilities; and/or
 - (8) provide for an agreed upon overall rate, with a provision for adjusting the rate components of discounted agreements, if needed to preserve the agreed upon overall effective rate, so long as all rate components remain within the applicable minimum and maximum rates specified in the tariff. Such discounted rate may be based on published index price point differentials or arrived at by formula provided that (a) the same rate design underlying the pipeline's tariff rates is utilized, (b) the rate component (i.e., reservation charge, usage charge, or both) that is discounted is identified, and (c) to the extent the reservation charge is discounted, any formula used will produce a reservation rate per unit of contract demand.

GENERAL TERMS AND CONDITIONS
(Continued)

43. Hurricane Surcharge

43.1 Purpose:

The purpose of this Section 43 is to establish a mechanism to recover through a volumetric surcharge the costs incurred by COMPANY resulting from any hurricane or tropical storm named by the U.S. National Oceanic and Atmospheric Administration or the U.S. National Weather Service ("Hurricane"), or successor agency, as such costs are eligible pursuant to Section

43.2.

43.2 Definition of Eligible Costs

The costs eligible for reimbursement through the Hurricane Surcharge ("Eligible Costs") are the capital and operations and maintenance expenses including the cost of labor, material, rental equipment, governmental charges, and any fees associated with the repair, remediation and prevention of such damage related to Hurricane damage, prevention and remediation for COMPANY facilities, including, without limitation: cost incurred to repair or replace COMPANY's facilities and equipment; costs to prevent Hurricane damage; costs to maintain system reliability including service from third parties; retrieval and removal of retrenching; facilities and equipment including dewatering and disposal cost; raising or lowering the height or improving the durability of COMPANY's facilities; pipeline burials or equipment; preventative measures such as arranging for standby ships, divers, personnel and cost incurred to provide temporary housing for COMPANY's personnel; diving vessels and measures to equipment, radiographic equipment, pipeline pigging operations or other inspection repair, assess potential damage to COMPANY's pipelines; installation of fencings, mattings and embankments; and miscellaneous expenses associated with having personnel available to operate or maintain COMPANY's system other than measures taken in the ordinary course of business.

43.3 Hurricane Surcharge Account

COMPANY shall establish and maintain a Hurricane Surcharge Account consisting of the sum of three separate subaccounts; the Capital Subaccount, the O&M Subaccount, and the Revenue Subaccount. These Subaccounts will be updated on a monthly basis as follows:

- (a) the O&M Subaccount shall be
- (1) debited by the amounts of Eligible Costs, which are classified as operations or maintenance expenses under the FERC's Uniform System of Accounts (USOA) which have been incurred that month, and/or
- (2) credited by any amounts of proceeds from COMPANY's insurance carriers or third parties which are attributable to Eligible Costs classified as operations or maintenance expenses under FERC's USOA which have been received that month;
- (b) the Capital Subaccount shall be debited with the product of
- (1) the cumulative Eligible Cost, which are classified in capital accounts under its FERC's USOA, incurred since the effective date of COMPANY's rates under most recent NGA General Section 4 or 5 proceeding, less any proceeds received from COMPANY's insurance carriers or third parties and less

rates associated accrued depreciation since the effective date of COMPANY's
of (2) under its most recent NGA General Section 4 or 5 proceeding and
Hurricane (c) a capital factor equal to the sum of a pretax rate of return component
0.17 and a depreciation component of 0.02 divided by 12 months;
the Revenue Subaccount shall be credited by the revenue received from the
Surcharge during the month;
(d) the balance in the Hurricane Surcharge Account shall be debited or credited, as
appropriate by carrying charges calculated at the FERC prescribed interest rate
on the monthly balance of the Hurricane Surcharge Account.

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GENERAL TERMS AND CONDITIONS
(Continued)

43. Hurricane Surcharge (continued)

43.4 Calculation of Hurricane Surcharge

The surcharge shall be calculated at the end of each annual period by dividing (1) the amount in the Hurricane Surcharge Account as of the prior August 31 by (2) COMPANY's actual transportation billing determinants, unadjusted for discounts, but not to include transportation to and from off-system Receipt and Delivery Points or transportation to a SHIPPER's CSS, ISS, or on-system processing plant, or a PAL Point of Transaction, or from a directly connected third party storage account, or from the ANR Pipeline Company Shadyside Interconnection with COMPANY for transportation packages at capacity previously converted from COMPANY's Rate Schedule STS, for the most recent 12 months period ending August 31. The August Annual Period shall encompass expenditures from September 1 of a calendar year through 1, 31 of the following calendar year. The first Annual Period shall commence on September 2009 and end on August 31, 2010.

43.5 Annual FERC Filing:

COMPANY shall file with FERC annually on September 30 a limited NGA Section 4 filing to be effective November 1 of that calendar year through October 31 of the following calendar year. The initial Annual FERC Filing shall be made on September 30, 2010. Each Annual FERC Filing shall include work papers which: (1) list the actual Eligible Cost incurred during the prior Annual Period including a written description of any Eligible Cost greater than \$50,000; (2) list any insurance or third party proceeds received during the prior Annual Period; and (3) show the derivation of the Hurricane Surcharge. If the balance in the Hurricane Surcharge Account at the end of the prior Annual Period is less than \$500,000 then the Hurricane Surcharge shall be set at \$0/Dth until the effective date of the next Annual FERC Filing.

43.6 Miscellaneous

Upon the effective date of a subsequent change in COMPANY's rates under a General NGA Section 4 or 5 proceeding, the cumulative Eligible Cost component of the Capital Subaccount of the Hurricane Surcharge Account shall be reset to \$0 and such cost shall be eligible for recovery in COMPANY's base tariff rates.

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GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.2 Daily Market Demand Exceeds Capacity:

- (a) Whenever COMPANY determines in its reasonable judgment that system operations must be maintained within SHIPPERS' Daily Entitlements, consistent with the criteria set forth in Section 41.2(b) below, COMPANY shall notify SHIPPER that gas taken in excess of either (i) its Daily Entitlement for all of its Delivery Points, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points at which it is a SHIPPER or a nomination agent or an operator will be subject to this Section 41.2. All SHIPPERS shall comply at any time of day with a notice to limit the taking of gas to the maximum quantity of gas permitted to be taken pursuant to the several provisions of this Section 41.2. The notices under this section shall be designated as being under one of three operating conditions: Level 1, Level 2 or Level 3 as further described below. When COMPANY implements an operational flow order under this Section or when COMPANY changes the level of the operating condition from Level 1 to Normal, Level 1 to Level 2, Level 2 to Level 1 or Level 2 to Normal, COMPANY shall provide notice to its SHIPPERS by e-mail pursuant to Section 18 of these General Terms and Conditions and by posting such changes on its SoNet Premier website. Notices to change to or from a Level 3 OFO shall be delivered to SHIPPER by telephone. Notices shall be given as soon as practicable but no shorter than the notice periods set forth below. The notice will clearly specify the Delivery Point or group of Delivery Points affected by the OFO; and, except as provided under Section 41.2(c) below, any Delivery Points to be grouped will be grouped based on the current operating conditions on the System at the time the notice is issued.

GENERAL TERMS AND CONDITIONS
(Continued)

- 42.2 If COMPANY has agreed to a discount with a SHIPPER under Rate Schedule FT or FT-NN and the discount is limited to receipts from or deliveries to a specific receipt or delivery point(s) or both, as provided in 42.1(5) above, SHIPPER may request that it retain its discount in the event it or an ACQUIRING SHIPPER elects to use an alternate Exhibit A-1 receipt or Exhibit B-1 delivery point within the same zone or an upstream zone as the Exhibit A receipt or Exhibit B delivery point. There shall be a rebuttable presumption that SHIPPER will retain its discount while it or an ACQUIRING SHIPPER is utilizing the alternate point(s) in the event there is an effective discount provided by COMPANY to other shipper(s) at such alternate point(s). COMPANY may rebut this presumption by demonstrating that the service to the SHIPPER requesting to retain its discount at the alternate point(s) is not similarly situated to the service under which the discount existing at the alternate point has been granted. In the event SHIPPER's request to retain its discount is granted for service to the alternate point, SHIPPER shall pay the higher of its discounted rate shown on the Exhibit E to its Service Agreement or the lowest effective discounted rate provided to a similarly situated shipper at the alternate point(s). Nothing contained herein shall entitle a shipper to capacity or a discount downstream of the rate zone for which the original discount has been granted. In the event a SHIPPER does not retain its discount or the discount at the alternate Exhibit A-1 Receipt Point or Exhibit B-1 Delivery Point is higher than SHIPPER's discount, the Reservation Charge billed to SHIPPER under SHIPPER's Service Agreement shall be prorated based on the total actual volumes allocated to the alternate receipt or delivery point.
- 42.3 A SHIPPER may request to retain its discount for service as provided in Section 42.2 above by submitting a request to COMPANY's Customer Services Department in writing on the form provide by COMPANY no less than two (2) hours prior to the nomination deadline in which it plans to nominate use of the alternate point(s). COMPANY shall respond to all valid requests received between 7:00 a.m. and 4:00 p.m. CCT on COMPANY's business days and inform SHIPPER within two (2) hours of receipt of the request whether the discount may be retained; provided, however, that COMPANY shall have until 8:30 a.m. CCT on the subsequent business day to respond to any such requests received by it after 4:00 p.m. and prior to 7:00 a.m. CCT on business days or received at any time on non-business days.

GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.2 (a) (continued)

An operational flow order under this Section 41.2 will not go into effect, however, until a notice is given as follows: (i) For Level 1 OFO notices: at least 24 hours prior to the beginning of the gas day in which the notice goes into effect; (ii) For Level 2 OFO notices: at least 20 hours prior to the beginning of the gas day in which the notice goes into effect; (iii) for Level 3 OFO notices: at least 4 hours prior to the effective time of the notice if a Level 1 or Level 2 OFO is already in effect as provided above. If a Level 1 or Level 2 OFO is not already in effect, then COMPANY must give SHIPPERS at least 20 hours notice prior to the effective time of the notice to implement a Level 3 OFO. Such notice shall specify the beginning time of the operational flow order and such operational flow order shall remain in effect until cancelled by COMPANY. In the notice COMPANY shall specify the reason for the operational order and the expected conditions that would cause release of the order.

- (b) In order to determine an event which may give rise to an operational flow order under this Section, COMPANY shall evaluate the current status of the system, including, but not limited to, the line inventory, line pressures, equipment availability and outages, the level of inventory at the storage fields, the current imbalance status of the system, including no-notice nominations, the month to date imbalance status of the system, and the direction of change for any of these criteria. COMPANY shall then evaluate the forecasted demand and available capacity on the system based on these factors and the weather forecast for areas across the system and any other factors which could influence the level of usage or flow on the system, such as potential loss of supply, economic conditions relating to gas or oil prices and the status of competing pipelines. Based on an evaluation of current and forecasted system conditions, COMPANY shall post by 1:00 p.m. (CCT) each gas day the operating condition for the current gas day and the projected operating conditions, the likelihood of implementing an OFO under this section, and, if a likelihood exists, the criteria that will be monitored for the succeeding four gas days. Such operating conditions will be posted to be Normal, Level 1, Level 2, or Level 3. The operating conditions may be different for Delivery

GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.2(b) (continued)

Points or groups of Delivery Points within the various geographic areas of Company's System. Normal Mode shall be implemented when system conditions do not warrant a correction in flow, and when no known threat to system conditions exists. A Level 1 OFO shall be implemented when system conditions warrant a correction in flow because a threat to system conditions exists such that daily entitlements may be impaired. A Level 2 OFO shall be implemented when system conditions warrant a prompt correction in flow because an imminent threat to system conditions exists such that daily entitlements may be impaired. A Level 3 OFO shall be implemented when system conditions warrant an immediate correction to flow because an event has occurred or is occurring that jeopardizes system conditions such that daily entitlements may be impaired. Under a Level 3 OFO, an event that jeopardizes system conditions shall be considered to be either (i) any mechanical or pipeline failure on the System upstream of a Delivery Point; or (ii) when a Level 2 OFO has been in a place and System conditions continue to deteriorate.

- (c) When giving a notice pursuant to Section 41.2 (a) that the quantity of gas taken in excess of the quantity of gas allocated for delivery at a specific Delivery Point or group of Delivery Points will be subject to Section 41.2(d), COMPANY shall recognize the right of a SHIPPER which owns and operates a system having multiple Delivery Points with COMPANY to take all or any portion of its Daily Entitlement at any Delivery Point or group of Delivery Points listed on the Exhibit B to its Service Agreement with COMPANY (up to the maximum meter capacity of the existing facilities and the capacity of the pipeline and laterals upstream of the meter).
- (d) All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 41.2(a) under a Level 1 OFO, to the extent that the volume of gas exceeds by both 190 dth/day and 105 percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or

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(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.2(d) (continued)

(ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$10.00 per Dth. All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 41.2(a) under a Level 2 OFO, to the extent that the volume of gas exceeds by both 75 dth/day and 102 percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$15.00 per Dth. All gas taken by a SHIPPER after receipt of a notice given pursuant to Section 41.2(a) under a Level 3 OFO, to the extent that the volume of gas exceeds by both 75 dth/day and 102 percent either (i) its Daily Entitlement for all of its Delivery Points, as established either by an allocation order or orders given by the COMPANY pursuant to Section 16.2 above and/or through COMPANY'S confirmation of SHIPPER'S nominations in accordance with the provisions of Section 12 of these General Terms and Conditions, or (ii) the quantity of gas allocated for delivery to SHIPPER at a specific Delivery Point or group of Delivery Points pursuant to such procedures, shall be deemed to be Unauthorized Overrun Gas, and COMPANY shall bill and SHIPPER shall pay for such Unauthorized Overrun Gas, in addition to the applicable transportation charge, a penalty of \$15.00 per dth for any day in which the operational flow order is in effect.

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GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.2 (d) (continued)

It is provided, however, that if COMPANY has issued a penalty notice pursuant to Section 41.2(a) for (i) a Delivery Point where electronic measurement has not been installed or has not been installed to meter at least 75% of the volumes where the Delivery Point is comprised of more than one measurement station, or (ii) a group of Delivery Points where electronic measurement has not been installed to meter at least 75% of the volume from the Delivery Points, then the penalty assessed under this Section 41.2(d) shall be \$5.00 per Dth. For purposes of determining the 75% threshold, COMPANY shall use the volumes metered at each measurement station during the twelve-month period ending annually on March 31. Payments pursuant to this Section 41.2 shall not, under any circumstances, be considered as giving SHIPPER the right to take Unauthorized Overrun Gas; nor shall such payment exclude or limit any other remedies available to COMPANY or to another SHIPPER against SHIPPER for failure to limit its taking of gas to its Daily Entitlement.

GENERAL TERMS AND CONDITIONS
(Continued)

41. OPERATIONAL FLOW ORDERS (OFOs)

41.3 Daily Receipts/Deliveries Exceed Capacity Due To Imbalances

- (a) If COMPANY is experiencing capacity constraints at certain Receipt or Delivery Points or operational difficulties because of the variance between SHIPPERS' scheduled nominations and actual receipts and/or deliveries for SHIPPERS' accounts or because the gas quality at the Receipt Point is not in conformance with the terms of Section 3.1(g) of these General Terms and Conditions, COMPANY will give SHIPPERS twenty-four (24) hours' notice prior to the start of the gas day to which the notice applies that it will assess the scheduling penalties set forth below in Sections 41.3(b) and/or 41.3(c). In such notice, COMPANY shall specify the direction in which the variance is prohibited as a result of the operational difficulty. It is provided, however that variances between SHIPPER'S nominations and actual receipts and/or deliveries which are attributable to no-notice service under Rate Schedule FT-NN shall not be subject to penalty under this Section 41.3. The notice shall list all Receipt and/or Delivery Points where the scheduling penalties will be assessed and will remain in effect until SHIPPERS are notified to the contrary.
- (b) If during any day of the month SHIPPER'S total scheduled quantities at a Receipt Point set forth in a notice given under (a) above vary by more than four (4) percent of the actual daily quantities received by COMPANY for SHIPPER'S account at the Receipt Point on that day, and such variance is in the direction prohibited in such notice, then a scheduling penalty shall be assessed; provided, however, that said scheduling penalty shall not be assessed if said variance occurs solely because of COMPANY'S inability to accept gas delivered to COMPANY for SHIPPER'S account and such inability to accept gas is not because the quality of the gas at the Receipt Point fails to meet the standards set forth in Section 3 of these General Terms and Conditions.

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(Continued)

41.3 (b) (Continued)

Notwithstanding the fact that SHIPPER's scheduled quantities and SHIPPER's actual receipts vary by more than the four (4) percent tolerance described above, if the total scheduled quantities (i) at the Receipt Point identified in the notice or (ii) at a group of Receipt Points identified in the notice set forth in Section 41.3(a) above, if applicable; or (iii) at those Receipt Points within the group of Receipt Points in (ii) above, having the same Point Operator as the Receipt Point at which SHIPPER has scheduled quantities, if applicable, do not vary by more than four (4) percent of the daily quantities received by COMPANY at the Receipt Point, the group level, or the operator level, respectively, then the scheduling penalty shall not be assessed hereunder. Subject to the provisions of Section 41.3(d) below, the scheduling penalty shall be equal to the maximum Transportation Charge under the IT Rate Schedule multiplied by the quantities in excess of the allowed variance, provided, however, that such penalty shall be waived for an interruptible SHIPPER whose scheduled volumes are bumped by a firm intra-day nomination but shall be waived only for the day that such bumping occurs.

- (c) If during any day of the month the actual quantities of gas delivered at each Delivery Point set forth in a notice given under (a) above by COMPANY for SHIPPER'S account vary by more than four (4) percent of SHIPPER's scheduled quantities, including any applicable no-notice entitlements for each Delivery Point, and such variance is in the direction prohibited in such notice, then a scheduling penalty shall be assessed. Notwithstanding the fact that SHIPPER's scheduled quantities and SHIPPER's actual deliveries vary by more than the four (4) percent tolerance described above, if the total scheduled quantities (i) at the Delivery Point identified in the notice or (ii) at a group of Delivery Points identified in the notice set forth in Section 41.3(a) above, if applicable; or (iii) at those Delivery Points within the group of Delivery Points in (ii) above, having the same Point Operator as the Delivery Point at which SHIPPER has scheduled quantities, if applicable, do not vary by more than four

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Original Sheet No. 212I.07A Original Sheet No. 212I.07A : Effective

41.3(c) (cont.)

(4) percent of the daily quantities delivered by COMPANY at the Delivery Point, the group level, or the operator level, respectively, then the scheduling penalty shall not be assessed hereunder. Subject to the provisions of Section 41.3(d) below, the scheduling penalty shall be equal to the maximum Transportation Charge under the IT Rate Schedule multiplied by the quantities in excess of the allowed variance, provided, however, that such penalty shall be waived for an interruptible SHIPPER whose scheduled volumes are bumped by a firm intra-day nomination but shall be waived only for the day that such bumping occurs.

- (d) If COMPANY has given notice that it is assessing one of the foregoing scheduling penalties under Section 41.3(b) or (c) at a Receipt or Delivery Point on a day when it is also limiting receipts or deliveries at such point, then COMPANY shall so specify in its notice. The scheduling penalty assessed on any such day shall be equal to \$15.00 per Dth multiplied by the quantities in excess of the allowed variance under the applicable provision above.

Effective Date: 01/09/2009 Status: Effective

FERC Docket: RP09-147-000

Second Revised Sheet No. 212I.08 Second Revised Sheet No. 212I.08

Superseding: First Revised Sheet No. 212I.08

GENERAL TERMS AND CONDITIONS
(Continued)

41.4 DAILY IMBALANCE PENALTIES

- (a) For Rate Schedules IT, FT-NN, FTNN-SS, FT, FT-SS and Pooling Agreements, if COMPANY determines in its reasonable judgment that any imbalance between the gas received by COMPANY for SHIPPER'S account and delivered by COMPANY for SHIPPER'S account threatens the physical or operational integrity of its pipeline system, which includes the ability to deliver to any other SHIPPER its Daily Entitlement, COMPANY shall have the right to interrupt or limit at any time, and from time to time, the quantities of gas it will receive for transportation or deliver for SHIPPER'S account to the extent COMPANY in its reasonable judgment deems necessary in order to maintain the physical or operational integrity of its pipeline system. Any notice to interrupt or limit the quantity of gas to be received or delivered by COMPANY shall be given four (4) hours in advance, or such shorter period of time as is required to prevent physical damage to or to maintain the operational integrity of COMPANY'S pipeline system, and shall be limited to an amount COMPANY reasonably estimates does not exceed the amount of the imbalance threatening the operational integrity of COMPANY'S pipeline system. Further, to the maximum extent practicable, COMPANY shall limit the scope and duration of any action or order to interrupt or limit the receipt and/or delivery of gas so that service to SHIPPER is maintained at the highest level consistent with maintaining the physical or operational integrity of COMPANY'S pipeline system.

If SHIPPER accrues an imbalance in violation of said limitation notice given by COMPANY, SHIPPER shall pay the following applicable penalty charges. Penalties on SHIPPER's imbalance shall be based on the following percentages of SHIPPER's allocated deliveries. SHIPPER's imbalance shall be defined as the difference of SHIPPER's allocated receipts and SHIPPER's allocated deliveries. Notwithstanding the above, the following activity by SHIPPER shall not cause SHIPPER to incur a penalty under this Section: (a)no-notice storage withdrawals made under Rate Schedule FT-NN where the notice above limits receipts (supply long imbalances); or (b)no-notice storage injections where the notice above limits deliveries(supply short imbalances).

Imbalance (Percentage of Allocated Deliveries)	Penalty (Per Dth)
-----	-----
0 - 2% or < 200 Dth	No Penalty
>2 - 5%	\$1.00
>5 - 8%	\$5.00
> 8%	\$15.00

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FERC Docket: RP09-147-000

First Revised Sheet No. 212I.09 First Revised Sheet No. 212I.09

Superseding: Original Sheet No. 212I.09

GENERAL TERMS AND CONDITIONS
(Continued)

41.4 (Continued)

Notwithstanding the above, in the event that the COMPANY has in effect such limitation notice and the actual overall system imbalance is opposite to the direction of the said notice, SHIPPER shall not be penalized.

- (b) Insofar as practicable, when COMPANY detects the development of a system imbalance that threatens the physical or operational integrity of its pipeline system as described in 41.4(a) above, COMPANY shall endeavor to identify those SHIPPERS making a significant contribution to the imbalance and to contact such SHIPPERS in an effort to reduce the system imbalance and avoid the necessity of imposing penalties as set forth in 41.4(a) above. It is recognized, however, that such prior notification may not be possible under all circumstances, e.g., when COMPANY must act quickly in order to protect the integrity of its system.
- (c) Based on an evaluation of current and forecasted system conditions, COMPANY shall post by 2:00 p.m. (CCT) each Friday, or, if Thursday or Friday is a recognized COMPANY holiday, then on the day before such recognized COMPANY holiday, the probability of implementing an OFO under this Section 41.4 for the succeeding Saturday, Sunday, and Monday and the Thursday and/or Friday during a recognized COMPANY holiday. If system conditions change, COMPANY shall update such posting periodically throughout the weekend.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fifth Revised Sheet No. 213 Fifth Revised Sheet No. 213 : Effective

Superseding: Fourth Revised Sheet No. 213

GENERAL TERMS AND CONDITIONS

APPENDIX A

TRANSPORTATION REQUEST FORM

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

Attention: Customer Services Department

Gentlemen:

The Shipper listed below hereby requests transportation services from Southern Natural Gas Company (Southern) and is providing Southern the following information in connection with this request:

1. Shipper's full legal name: _____

Dun and Bradstreet number: _____

2. Type of service requested is:

_____ new service
_____ new service obtained through permanent capacity
_____ release
_____ new contract to bid on temporary capacity release of firm
_____ transportation
_____ modification to existing service under Contract No. _____

and:

_____ firm transportation (FT) (Code 1)
_____ firm transportation-no notice (FT-NN) (Code 1)
_____ interruptible transportation (IT) (Code 2)
_____ liquefiables transportation (LTA) (Code 2)

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 214 Second Revised Sheet No. 214 : Effective
Superseding: First Revised Sheet No. 214

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

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Third Revised Sheet No. 215 Third Revised Sheet No. 215 : Effective

Superseding: Second Revised Sheet No. 215

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 216 Third Revised Sheet No. 216 : Effective

Superseding: Second Revised Sheet No. 216

GENERAL TERMS AND CONDITIONS

(Continued)

3. Date service is requested to commence: _____

Date service is requested to terminate (for FT or FT-NN Service): _____

To be a considered a valid request, IT service must be requested to begin within 90 days of the date of the request and firm transportation service must be requested to begin within 60 days of the date of the request, except if the request involves the construction of facilities or the issuance of any necessary certificate authorization to Southern, or is part of an open season under Section 2.1(b)(iii) of these General Terms and Conditions.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Fourth Revised Sheet No. 217 Fourth Revised Sheet No. 217 : Effective

Superseding: Third Revised Sheet No. 217

GENERAL TERMS AND CONDITIONS

(Continued)

4. Transportation Demand requested: _____ MCF per day for FT service or FT-NN service
5. On the Attachment A hereto, provide the following information related to each Receipt Point into Southern's system from which firm transportation service is requested. (Interruptible service shall include all available Receipt Points on Southern's system as supplied by Southern on SoNet Premier, and liquefiabiles transportation shall include all Receipt Points upstream of the two processing plants on Southern's system):
 - PI Grid Data Reference Number (DRN) for the Receipt Point, if known, or Southern's Receipt Point Code (if DRN is not known)
 - Name of Receipt Point
 - Full description of Receipt Point (only if Receipt Point Code is not known)
 - Maximum Daily Receipt Quantity for each Receipt Point.

Effective Date: 04/01/2008 Status: Effective

FERC Docket: RP07-690-000

Fourth Revised Sheet No. 218 Fourth Revised Sheet No. 218 : Effective

Superseding: Third Revised Sheet No. 218

GENERAL TERMS AND CONDITIONS

(Continued)

(If request is for firm transportation service, the sum of the Maximum Daily Receipt Quantities cannot exceed the Transportation Demand requested in 4 above.)

6. On the Attachment B hereto, provide the following information related to each Delivery Point out of Southern's system for which FT or FT-NN service is requested. (IT service agreements shall include all available Delivery Points on Southern's system, as supplied by Southern on SoNet Premier, and liquefiabiles transportation agreements will receive the two processing plants on Southern's system as Delivery Points).

-PI Grid Data Reference Number (DRN) for the Delivery Point (if known) or Southern's Delivery Point Code (if DRN is not known)

-Name of Delivery Point

-Full description of Delivery Point (only if Delivery Point Code is not known)

-Maximum Daily Delivery Quantity for each Delivery Point

-Hourly Flow Rate Entitlement for each Delivery Point.

(If request is for firm transportation service, the sum of Maximum Daily Delivery Quantities must equal the Transportation Demand requested in 4 above.)

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FERC Docket: RP04-494-000

Fourth Revised Sheet No. 219 Fourth Revised Sheet No. 219 : Effective

Superseding: Third Revised Sheet No. 219

GENERAL TERMS AND CONDITIONS

(Continued)

7. Submit Shipper's most recent audited financial statements, annual report, Form 10-K, three credit references, and a list of affiliates, in order to enable Southern to evaluate Shipper's creditworthiness.
8. Complete and submit SNG and Customer Contact Information specified on Appendix E to these General Terms and Conditions or review and correct the existing contact information maintained by Southern for your company to ensure accuracy.

Shipper understands that before this request is logged in by Southern, Southern must receive this request form, complete and unrevised as to format. Shipper hereby agrees to pay Southern's currently effective transportation rate applicable to this service or such other discounted or negotiated rate agreed upon by Southern and Shipper. Shipper, by its signature, represents to Southern that the information above is correct and accurate.

Shipper, by its signature below, certifies (i) that it has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service under the service agreement requested herein; (ii) that upon the commencement of transportation hereunder, but not as a condition precedent thereto, Shipper will provide the names of all upstream

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FERC Docket: RP04-494-000

First Revised Sheet No. 220 First Revised Sheet No. 220 : Effective

Superseding: Original Sheet No. 220

GENERAL TERMS AND CONDITIONS

(Continued)

and downstream transporters involved in the transportation of gas hereunder as part of its nomination information; and (iii) that Shipper has title or a current contractual right to acquire title to the gas to be delivered to Southern.

Very truly yours,

By _____
Its _____
Date _____

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

First Revised Sheet No. 221 First Revised Sheet No. 221 : Effective
Superseding: Original Sheet No. 221

ATTACHMENT A
TRANSPORTATION REQUEST FORM
RECEIPT POINT INFORMATION
FOR FIRM TRANSPORTATION

Shipper: _____

Point Code -----	Point Name -----	Point Description -----	Maximum Daily Receipt Quantity -----
------------------------	------------------------	-------------------------------	--

Effective Date: 04/01/2008 Status: Effective
FERC Docket: RP07-690-000

Third Revised Sheet No. 222 Third Revised Sheet No. 222 : Effective
Superseding: Second Revised Sheet No. 222

ATTACHMENT B
TRANSPORTATION REQUEST FORM
DELIVERY POINT INFORMATION
FOR FIRM TRANSPORTATION

Shipper: _____

Point Code -----	Point Name -----	Point Description -----	Maximum Daily Delivery Quantity -----	Hourly Flow Rate Entitlement -----
------------------------	------------------------	-------------------------------	---	--

Effective Date: 08/01/1994 Status: Effective

FERC Docket: MT94- 6-000

First Revised Sheet No. 223 First Revised Sheet No. 223 : Effective
Superseding: Original Sheet Nos. 223-229

This sheet is reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 224 Original Sheet No. 224 : Superseded

PRODUCING AREA CODES
(Continued)

- 12 Illinois Basin
- Illinois: Entire state.
- Indiana: Gibson County.
- Kentucky: All counties west of but not including Clinton, Russell, Casey, Boyle, Mercer, Woodford, Scott, Grant and Boone counties.
- 20 Mississippi-Alabama: Entire state of Mississippi plus four Alabama counties: Marion, Fayette, Lamar, Pickens.
- 20 Mississippi-Offshore: Federal domain.
- 22 Northern Louisiana: All of Louisiana north of 31 degree parallel including these Louisiana counties: Bienville, Bossier, Caddo, Caldwell, Catahoula, Claibourne, Desoto, East Carroll, Franklin, Grant, Jackson, Lasalle Lincoln, Madison, Morehouse, Natchitoches, Quachita, *Pointe Coupee, Red River, Richland, Sabine, Tensas, Union, Webster, West Carroll, *West Feliciana, Winn. (*) Portions of these counties lie north of the 31st parallel.
- 23 Texas Railroad Commission District No. 6: Anderson, Angelina, Bowie, Camp, Cass, Franklin, Gregg, Gregg, Harrison, Houston, Marion, Morris, Nacogdoches, Panola Red River, Rusk, Sabine, San Augustine, Shelby, Smith, Titus, Upshur, Wood.
- 24 Southern Arkansas: Ashley, Bradley, Salhoun, Shicot, Solumbia, Hemstead, Lafayette, Little River, Miller, Nevada, Quachita, Union.
- 25 Texas Railroad Commission District No. 5: Bosque, Collin, Dallas, Delta, Ellis, Falls, Fannin, Freestone, Henderson, Hill, Hopkins, Hunt, Johnson, Kaufman, Lamar, Leon, Limestone, McLennan, Navarro, Raines, Robertson, Rockwall, Tarrant, Van Zanol.
- 26 Texas Railroad Commission District No. 9: Archer, Baylor, Clay, Cooke, Denton, Foard, Grayson, Hardeman, Jack, Knox, Montague, Wilbarger, Wichita, Wise, Young.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 225 Original Sheet No. 225 : Superseded

PRODUCING AREA CODES
(Continued)

- 27 Other Oklahoma: Adair, Atoka, Bryan, Carter, Cherokee, Choctaw, Cleveland, Coal, Commache, Cotton, Craig Creek, Delaware, Garvin, Greer, Harmon, Haskell, Hughes, Jackson, Jefferson, Johnson, Kay, Kiowa, Lattimer, Leflore, Lincoln, Logan, Love, McClain, McGurtain, McIntosh, Marshall, Mayes, Murray, Muskogee, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Rogers, Seminole, Sequoyah, Tillman, Tulsa, Wagoner, Washington. Also includes Stephens County not within township 2 north, ranges 4 and 5 west.
- 28 Northern Arkansas: Clark, Cleveland, Dallas, Desha, Drew, Howard, Pike, Sevier. Also includes all other Arkansas counties north of this group.
- Area 3 -- "Southern Louisiana"
- 30 Southern Louisiana - Onshore: Acadia, Allen, Ascension, Assumption *Avoyelles, Beauregard, Calasieu, Cameron, *Concordia, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, *Rapides, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermillion, *Vernon, Washington, West Baton Rouge. (*) Portions of these counties lie south of the 31st parallel.
- 31 Southern Louisiana - Offshore
- Area 4 -- "Texas Gulf Coast"
- 40 Texas Railroad Commission District No. 2: Bee, Calhoun, Dewitt, Goliad, Jackson, Karnes, Lavaca, Live Oak, Refugio, Victoria.
- 41 Texas Railroad Commission District No. 3: Austin, Brazoria, Brazos, Burleson, Chambers, Colorado, Fayette, Ft. Bond, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Lee, Liberty, Madison, Matagorda, Montgomery, Newton, Orange, Polk, San Jacinto, Trinity, Tyler, Waller, Washington, Wharton.
- 42 Texas Railroad Commission District No. 4: Arkansas, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jimn Wells, Kenedy, Kleberg, Nueces, San Patricio, Sarr, Webb, Patricio, Sarr, Webb, Willacy, Zapata.

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FERC Docket: RS92- 10-003

Original Sheet No. 226 Original Sheet No. 226 : Superseded

PRODUCING AREA CODES
(Continued)

43 Texas -- Offshore: Federal domain

44 Texas Railroad Commission District No. 1 (South): Atascosa, Bastrop, Bexar, Caldwell, Dimmit, Frio, Gonzales, Guadalupe, Kinney, La Salle, McMullen, Maverick, Medina, Uvalde, Wilson, Zavala.

Area 5 -- "Permian Basin"

50 Texas Railroad Commission No. 7-b: Brown, Callahan, Coleman, Comanche, Coryell, Eastland, Erath, Fisher, Hamilton, Haskell, Hood, Jones, Lampasas, Mills, Nolan, Palo Pinto, Parker, San Saba, Shackelford, Somervell, Stephens, Stonewall, Taylor, Throckmorton.

51 Texas Railroad Commission District No. 7-c: Coke, Concho, Crockett, Irion, Kimble, McCulloch, Menard, Reagan, Runnels, Schleicher, Sutton, Terrell, Tom Green, Upton.

52 Texas Railroad Commission District No. 8: Andrews, Brewster, Crane, Culberson, Ector, El Paso, Glasscock, Howard, Hudspeth, Jeff Davis, Loving, Martin, Midland, Mitchell, Pecos, Presidio, Reeves, Sterling, Ward, Winkler.

53 Texas Railroad Commission District No. 8a: Bailey, Borden, Cochran, Cottle, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, Kent, King, Lamb, Lubbock, Lynn, Motley, Scurry, Terry, Yoakum.

54 Texas Railroad Commission District No. 1 (North): Bandera, Bell, Blanco, Burnet, Comal, Edwards, Gillespie, Hays, Kendall, Kerr, Llano, Mason, Milam, Real, Travis, Val Verde, Williamson.

55 New Mexico: Chaves, Eddy, Lea, Roosevelt.

Area 6 -- "Hugoton" -- "Anadarko"

60 Texas Railroad Commission District No. 10: Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 227 Original Sheet No. 227 : Superseded

PRODUCING AREA CODES
(Continued)

- 61 Oklahoma Panhandle: Beaver, Cimarron, Ellis, Harper, Texas, Woodward.
- 62 Oklahoma Anadarko: Alfalfa, Beckham, Blaine, Caddo, Canadian, Custer, Dewey, Garfield, Grady, Grady-Carter, Knox, Grant, Kingfisher, Major, Roger Mills, Washita, Woods, and part of Stephens county laying within township 2 north, ranges 4 and 5 west.
- 63 Kansas: Entire state
- Area 7 -- "Rocky Mountain"
- 70 Utah-Aneth Field Area: Includes that part of San Juan County, Utah lying within township 39 through 43 south, ranges 18 through 26 east and township 38 south, ranges 20 and 21 east.
- 71 San Juan Basin Area
- New Mexico: McKinley, Rio Arriba, Sandoval, San Juan.
- Colorado: Archuleta, Dolores, Hinsdale, Laplata, Mineral, Montezuma, Montrose Ouray, San Juan, San Miguel.
- 72 Uintah -- Green River Basin Area
- Wyoming: Carbon, Lincoln Sublette, Sweetwater, Uinta.
- Utah: Carbon, Daggett, Duchesne, Emery, Grand, Summit, Uintah, Wasatch.
- Colorado: Garfield, Mesa, Moffat, Rio Blanco, Routt.
- 73 Colorado -- Julesberg Area
- Wyoming: Albany, Goshen, Laramie, Platte.
- Nebraska: Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux.
- Colorado: All counties east of but not including Routt, Garfield, Mesa, Montrose, Ouray, Hinsdale, Mineral, and Archuleta counties.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 228 Original Sheet No. 228 : Superseded

PRODUCING AREA CODES
(Continued)

74 Montana -- Wyoming Area

Montana: Big Horn, Carbon, Park, Powder River, Rosebud, Stillwater, Sweet Grass, Treasure, Yellowstone.

Wyoming: Big Horn, Campbell, Converse, Crook, Freemont, Hot Springs, Johnson, Natrona, Niobrara, Park, Sheridan, Teton, Washakie, Weston, Yellowstone National Park.

75 Montana -- Dakota Area

North Dakota: Entire State.

South Dakota: Butte, Harding, Perkins.

Montana: Carter, Cascade, Custer, Garfield, Glacier, Golden Valley, Meagher, Musselshell, Pondera, Teton, Wheatland. Also all counties north and east of this group.

Area 8 -- "Other Area"

80 Other Areas: Consists of the remainder of the continental U.S. not included in any of the other producing areas.

Area 9 -- "Export" -- "Imports"

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FERC Docket: RS92- 10-003

Original Sheet No. 229 Original Sheet No. 229 : Superseded

ATTACHMENT D

FIPS STATE CODES

Reference: Federal Information Processing Standards
(FIPS) Publication 6-3

Alabama	01	Missouri	29
Alaska	02	Montana	30
Arizona	04	Nebraska	31
Arkansas	05	Nevada	32
California	06	New Hampshire	33
Colorado	08	New Jersey	34
Connecticut	09	New Mexico	35
Delaware	10	New York	36
Dist. of Col.	11	North Carolina	37
Florida	12	North Dakota	38
Georgia	13	Ohio	39
Hawaii	15	Oklahoma	40
Idaho	16	Oregon	41
Illinois	17	Pennsylvania	42
Indiana	18	Rhode Island	44
Iowa	19	South Carolina	45
Kansas	20	South Dakota	46
Kentucky	21	Tennessee	47
Louisiana	22	Texas	48
Maine	23	Utah	49
Maryland	24	Vermont	50
Massachusetts	25	Virginia	51
Michigan	26	Washington	53
Minnesota	27	West Virginia	54
Mississippi	28	Wisconsin	55
		Wyoming	56

Source: National Technical Information Service
U.S. Department of Commerce
5285 Port Royal Road
Springfield, Virginia 22161

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Second Revised Sheet No. 230 Second Revised Sheet No. 230 : Effective
Superseding: First Revised Sheet No. 230

GENERAL TERMS AND CONDITIONS
(Continued)

APPENDIX B

STORAGE SERVICE REQUEST FORM

Southern Natural Gas Company
Post Office Box 2563
Birmingham, Alabama 35202
Attention: Customer Services Department

Gentlemen:

The Shipper listed below hereby requests storage service from Southern Natural Gas Company (Southern) and is providing Southern the following information with this request:

1. Shipper's full legal name: _____
Dun and Bradstreet number: _____

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 231 Second Revised Sheet No. 231 : Effective
Superseding: First Revised Sheet No. 231

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

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FERC Docket: RP04-494-000

Fourth Revised Sheet No. 232 Fourth Revised Sheet No. 232 : Effective
Superseding: Third Revised Sheet No. 232

GENERAL TERMS AND CONDITIONS
(Continued)

2. Type of service requested is:

- ☐ Firm (Rate Schedule CSS) (Code 1)
- ☐ Interruptible (Rate Schedule ISS) (Code 2)
- ☐ New contract to bid on temporary release of firm storage
- ☐ New service obtained through permanent capacity release

3. Maximum Storage Quantity requested: _____ Mcf for Rate Schedule CSS

4. Date service is requested to commence: _____

Date service is requested to terminate (for CSS service): _____

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 233 Second Revised Sheet No. 233 : Effective
Superseding: First Revised Sheet No. 233

GENERAL TERMS AND CONDITIONS
(Continued)

Sheet reserved for future use.

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Superseding: First Revised Sheet No. 234

GENERAL TERMS AND CONDITIONS
(Continued)

This sheet is reserved for future use.

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FERC Docket: RP04-494-000

Third Revised Sheet No. 235 Third Revised Sheet No. 235 : Effective
Superseding: Second Revised Sheet No. 235

GENERAL TERMS AND CONDITIONS
(Continued)

5. Submit Shipper's most recent audited financial statements, annual report, Form 10-K, a list of affiliates and three (3) credit references in order for Southern to evaluate Shipper's creditworthiness.
6. Complete and submit SNG and Customer Contact Information specified on Appendix E to these General Terms and Conditions or review and correct the existing contact information maintained by Southern for your company to ensure accuracy.

Shipper understands that this form, complete and unrevised as to format, must be received by Southern before the request will be considered valid. Shipper agrees to pay Southern's currently effective rates applicable to this service or such other discounted or negotiated rate agreed upon by Southern and Shipper. Shipper, by its signature, represents to Southern that the above information is correct and accurate.

Shipper, by its signature below, certifies (i) that it has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of the service requested herein; and (ii) that Shipper has title or a current contractual right to acquire title to the gas to be received by Southern for storage.

Very truly yours,

By _____
Its _____
Date _____

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Seventh Revised Sheet No. 236 Seventh Revised Sheet No. 236 : Effective
Superseding: Sixth Revised Sheet No. 236

APPENDIX C

Page ___ of ___

SOUTHERN NATURAL GAS COMPANY
TRANSPORTATION NOMINATION

Service Requestor Name: _____
Service Requestor Contract No.: _____
Begin Date (MMDDYYYY): _____

Begin Time: 9:00 a.m. CCT

9:00 a.m. (Evening) CCT

5:00 p.m. CCT

9:00 p.m. CCT

End Date (MMDDYYYY): _____
9:00 a.m. CCT

End Time:

DAILY QUANTITIES TO BE RECEIVED FOR CUSTOMER'S ACCOUNT

Receipt Point								

Location	Loc	Loc	UP	UP	UP	Quantity	Rank	UP
TT 5/	Prop 1/	Name	ID 2/	Name	Contract 3/			Rank 4/
	Package	ID						
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

Total Received by Southern
Less fuel (_____)
Net to be delivered by Southern to Customer _____

1. Southern's six (6) digit proprietary Receipt Point Code.
2. If Receipt Point is a wellhead point, the working interest owner name and Duns # are required. If Receipt Point is a pipeline interconnect, the upstream shipper name and the DUNS # are required.
3. If Receipt Point is a pipeline interconnect, the upstream contract number is required.
4. N/A
5. Only applicable to storage receipts. Use CSS for firm storage. Use ISS for interruptible storage. Otherwise defaults to current business.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Eighth Revised Sheet No. 237 Eighth Revised Sheet No. 237 : Effective
Superseding: Substitute Seventh Revised Sheet No. 237

APPENDIX C

Page ___ of ___

SOUTHERN NATURAL GAS COMPANY
TRANSPORTATION NOMINATION

Service Requestor Name: _____
Service Requestor Contract No.: _____
Begin Date (MMDDYYYY): _____ Begin Time: 9:00 a.m. CCT

9:00 a.m. (Evening) CCT

5:00 p.m. CCT

9:00 p.m. CCT

End Date (MMDDYYYY): _____ End Time: 9:00 a.m.
CCT

DAILY QUANTITIES TO BE DELIVERED BY SOUTHERN FOR CUSTOMER'S ACCOUNT

Delivery Point								
Package	Loc	Loc	DN	DN				
Location	Deal Type/	Name	DN ID 2/	Name	Contract 3/	Quantity	Rank	TT 4/
ID	Prop 1/	(Offer No.) 5/						
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

Total Delivered by Southern _____

1. Southern's six (6) digit proprietary Delivery Point Code.
2. Only applicable to deliveries to pipeline interconnects. This should be the DUNS # of the downstream shipper.
3. Only applicable to deliveries to pipeline interconnects. This should be the downstream contract number.
4. Used to nominate the following transaction types FT-NN, FT-NN-SS, FT-SS, CR-VOL, or CR that is recallable on an intraday basis.
If delivery is to storage, use CSS for firm storage, ISS for interruptible storage. If left blank, Southern will use default transaction type of standard firm (current business).
5. Associated offer number of release is required for CR-VOL and intraday recallable CR.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Original Sheet No. 237A Original Sheet No. 237A : Effective

APPENDIX C

Page ___ of ___

SOUTHERN NATURAL GAS COMPANY
TRANSPORTATION NOMINATION

Service Requestor Name: _____

Service Requestor Contract No.: _____

Begin Date (MMDDYYYY): _____

Begin Time: 9:00 a.m. CCT

9:00 a.m. (Evening) CCT

5:00 p.m. CCT

9:00 p.m. CCT

End Date (MMDDYYYY): _____
a.m. CCT

End Time: 9:00

PATHED NOMINATION
DAILY QUANTITIES TO BE RECEIVED AND DELIVERED FOR CUSTOMER'S ACCOUNT

UP	Loc Prop	Loc	Rec	Del	UP	UP	DN	DN	DN	Fuel	
Location	Rec 1/	Name	UP	Del	Del	Deal	ID 7/	Name	K 8/	Quantity	Rate
Rank	Rank	TT 5/9/	Pkg ID	ID 2/	Name	K 3/	ID 7/	Name	K 8/	Quantity	Rate
Rec/Del	Del 6/	Rec/Del		Pkg ID	Type/		(Offer No.) 10/				
(Cap) 4/											
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

1. Southern's six (6) digit proprietary Receipt Point Code.
2. If Receipt Point is a wellhead point, the working interest owner name and Duns # are required. If Receipt Point is a pipeline interconnect, the upstream shipper name and the DUNS # are required.
3. If Receipt Point is a pipeline interconnect, the upstream contract number is required.
4. N/A
5. Only applicable to storage receipts. Use CSS for firm storage. Use ISS for interruptible storage. Otherwise defaults to current business.
6. Southern's six (6) digit proprietary Delivery Point Code.
7. Only applicable to deliveries to pipeline interconnects. This should be the DUNS # of the downstream shipper.
8. Only applicable to deliveries to pipeline interconnects. This should be the downstream contract number.
9. Used to nominate the following transaction types FT-NN, FT-NN-SS, FT-SS, CR-VOL, or CR that is recallable on an intraday basis.
If delivery is to storage, use CSS for firm storage, ISS for interruptible storage. If left blank, Southern will use default transaction type of standard firm (current business).
10. Associated offer number of release is required for CR-VOL and intraday recallable CR.

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP08- 52-000

Third Revised Sheet No. 238 Third Revised Sheet No. 238 : Effective

Superseding: Second Revised Sheet No. 238

GENERAL TERMS AND CONDITIONS
(Continued)

APPENDIX D

Agreement No. _____

PRO FORMA

FORM OF SUPPLY POOL
BALANCING AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to as "Seller",

WITNESSETH

WHEREAS, Company, an interstate pipeline as defined in Section 2(15) of the Natural Gas Policy Act of 1978 ("NGPA"), performs transportation services pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, Seller has requested the ability under Company's FERC Gas Tariff to sell gas supply from an aggregate of Receipt Points on Company's system ("Supply Pool") pursuant to Article 7 of one or more Service Agreements under Rate Schedule FT, Rate Schedule FT-NN and/or Rate Schedule IT or under the terms and conditions of another Supply Pool Balancing Agreement ("Service Agreements"); and/or

WHEREAS, Seller has agreed to provide title transfer tracking ("TTT") services on behalf of shippers transporting gas on Company's interstate pipeline system; and

WHEREAS, Company is agreeable to such arrangement(s) in accordance with the terms and conditions of this Agreement as well as the subject Service Agreements, and any applicable Commission Regulations under the NGPA or Natural Gas Act.

NOW, THEREFORE, the parties hereto agree as follows:

Effective Date: 09/01/2003 Status: Effective

FERC Docket: RP00-476-005

Fourth Revised Sheet No. 239 Fourth Revised Sheet No. 239 : Effective

Superseding: 1st Rev. Second Revised Sheet No. 239

GENERAL TERMS AND CONDITIONS

APPENDIX D

(Continued)

ARTICLE I

BALANCING TERMS AND CONDITIONS

- 1.1 Subject to the terms and provisions of this Agreement, the parties agree that to the extent Company is able to confirm the nominations made by Seller for receipt of gas into its Supply Pool, the quantities of gas nominated by Seller for delivery from its Supply Pool to various Service Agreements shall be deemed to have been delivered to said Service Agreements by Seller. The aggregate quantity of gas Seller can nominate for receipt into and delivery out of its Supply Pool on any day shall not exceed the confirmed quantity. To the extent the quantities of gas actually received and allocated at the Receipt Points to Seller's Supply Pool each day are less than or greater than the daily quantities of gas nominated by Seller at said Receipt Points, such variance shall constitute an imbalance between Seller and Company under the terms of this Agreement ("Imbalance").
- 1.2 The parties recognize that this Agreement is to be used to account for the inadvertent over-deliveries and under-deliveries for Seller's account which may occur on a daily basis relative to the quantities nominated under the Service Agreements for purchase from Seller's Supply Pool on a daily and monthly basis and/or to enable Title Transfer Tracking Service Providers to conduct TTT services on Company's system. Accordingly, Seller recognizes and agrees that this Agreement in no manner waives Seller's obligation to use its best efforts to ensure that the quantities of gas received into Seller's Supply Pool remain in balance on a daily and monthly basis with those quantities nominated for purchase from Seller's Supply Pool.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-004

Third Revised Sheet No. 240 Third Revised Sheet No. 240 : Effective

Superseding: Second Revised Sheet No. 240

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

- 1.3 Any Imbalances accrued under this Agreement shall be resolved pursuant to the provisions of Section 14 of the General Terms and Conditions. This Agreement specifically shall be subject to the penalty provisions applicable to shippers under Section 41.4 of the General Terms and Conditions with respect to both current and make-up activity under this Agreement which provisions and any future revisions thereto are incorporated herein by reference.
- 1.4 As prescribed by Section 14.2 of the General Terms and Conditions, as said charge may be changed from time to time, Seller shall pay each month under this Service Agreement Company's Storage Cost Reconciliation Mechanism (SCRM) Surcharge. The SCRM Surcharge shall be applied as either a credit or a debit to the applicable Transportation Volumes as defined in Section 14.2.

ARTICLE II

NOMINATIONS

- 2.1 Seller shall nominate gas for receipt into its Supply Pool and delivery out of its Supply Pool pursuant to the procedures of Section 12 of the General Terms and Conditions with such nominations submitted in the format set forth in Exhibit I hereto. Seller's nominations shall be used to confirm nominations for receipts under Service Agreements. Seller's nominations at the Receipt Points shall be subject to the prior notice scheduling penalty set forth in Section 41.3 (a-b) of the General Terms and Conditions.
- 2.2 If Seller has requested a Tier I Supply Pool, as set forth in Section 2.2 of the General Terms and Conditions, Seller may nominate gas for receipt into such

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 241 Second Revised Sheet No. 241 : Effective

Superseding: First Revised Sheet No. 241

GENERAL TERMS AND CONDITIONS

APPENDIX D

(Continued)

Supply Pool from Receipt Point sources only, but Seller may nominate gas for delivery therefrom into transportation Service Agreements and another Seller's Tier II Supply Pool. If Seller has requested a Tier II Supply Pool, as set forth in Section 2.2 of the General Terms and Conditions, Seller may nominate gas for receipt into such Supply Pool from Receipt Points and other Sellers' Tier I Supply Pools, but Seller may nominate gas for delivery therefrom only into transportation Service Agreements.

- 2.3 If Seller wishes to nominate to receive gas from a third-party Seller's Tier I Supply Pool, Company will allow such a nomination provided that the third-party Seller submits a corresponding nomination to deliver gas to Seller from said Tier I Supply Pool.
- 2.4 On its nomination form, Seller shall provide a balancing priority for all of the transportation Service Agreements and/or Tier II Supply Pools and associated volumes served by Seller's Supply Pool to be used by Company to limit the markets served by such Supply Pool in the event of an interruption or reduction in Seller's supplies.
- 2.5 On its nomination form, Seller shall also provide a balancing priority for all the Receipt Points and/or Tier I Supply Pools serving Seller's Supply Pool to be used to limit the receipts of gas into Seller's Supply Pool in the event of an interruption or reduction in the markets that Seller is supplying.
- 2.6 On its nomination form, Seller shall also provide a "capacity priority" for each Receipt Point serving its Supply Pool. In the event capacity is constrained at any Receipt Point, Company shall allocate capacity to Seller's Supply Pool at that point by matching the Tariff-established priorities of the transportation Service Agreements served by Seller's Supply Pool to the capacity-constrained Receipt Points in the order that the constrained points were prioritized by Seller. Tier II Supply Pools served by Seller's Tier I Supply Pool shall be deemed to have the same priority as IT service solely for this purpose.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 242 Third Revised Sheet No. 242 : Effective
Superseding: Second Revised Sheet No. 242

GENERAL TERMS AND CONDITIONS
APPENDIX D
(Continued)

- 2.7 Seller shall exercise due diligence in monitoring the supply serving its Supply Pool and shall notify Company promptly of any variations it discovers in its supplies.

ARTICLE III

CREDITWORTHINESS

- 3.1 If at any time Seller is or becomes insolvent or fails to demonstrate creditworthiness, Seller must provide Company one of the following forms of credit to enter into or maintain in effect this Agreement: (a) a security deposit or other good and sufficient surety, as determined by Company in its reasonable discretion, in an amount equal to the current Index Price under Section 14 of the General Terms and Conditions multiplied by Seller's estimated maximum nominated quantity for a three (3) month period multiplied by up to five percent (5%); or (b) a guarantee from a creditworthy party that said creditworthy party will be responsible for payment of all charges or penalties assessed by Company but not paid by Seller hereunder.

ARTICLE IV
NOTICES

- 4.1 Except as provided in Section 6.1 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to a party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 243 First Revised Sheet No. 243 : Effective

Superseding: Original Sheet No. 243

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 244 First Revised Sheet No. 244 : Effective
Superseding: Original Sheet No. 244

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 245 Third Revised Sheet No. 245 : Effective
Superseding: Second Revised Sheet No. 245

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

ARTICLE V

TERM

- 5.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above, and shall remain in full force and effect for a primary term through the end of the month and shall continue and remain in force and effect for successive terms of one month each thereafter unless and until canceled by either party giving written notice at least five (5) days prior to the end of the primary term or any monthly extension thereof, provided however, this agreement will automatically terminate if no nominations are requested during a period of 12 consecutive months. The provisions for correcting imbalances or paying penalties which accrue prior to the termination date of this Agreement shall survive the termination of this Agreement.

Effective Date: 12/16/1993 Status: Effective

FERC Docket: RS92- 10-006

First Revised Sheet No. 246 First Revised Sheet No. 246 : Effective

Superseding: Original Sheet No. 246

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

ARTICLE VI

CONDITIONS OF SERVICE

- 6.1 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the service which is the subject of this Agreement. In the event all necessary regulatory approvals are not issued on terms and conditions acceptable to Company and Seller, either party may terminate this Agreement without further liability or obligation to the other party by giving written notice within thirty (30) days after receipt of the unacceptable authorization. Such notice will be effective as of the date it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.
- 6.2 This Agreement is entered into by the Parties hereto with the understanding that the terms and provisions hereof and any services provided hereunder are subject to the provisions of the Natural Gas Act. Upon termination of this Agreement, Company and Seller shall be relieved of further obligation to the other party except to complete the activities underway on the date of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to any imbalance accrued prior to the termination of this Agreement, to render reports and to make any payments accruing as of the date of termination.
- 6.3 This Agreement is subject to the provisions of the General Terms and Conditions contained in Company's FERC Gas Tariff, currently effective Volume No. 1, and any future modifications, additions or deletions thereto, except for the provisions of Sections 1(j-n), 2.1, 6.10, 13.2, 16.3-16.5, 20, 21, 22, 23, and 28-35 and Appendices A, B, C, and G-J of said General Terms and Conditions.
- 6.4 Seller agrees that Company shall, without any further agreement by Seller, have the right to change from time to time all or any part of this Agreement,

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 247 Third Revised Sheet No. 247 : Effective

Superseding: First Revised Sheet No. 247

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

as well as all or any part of Rate Schedule IT, or the General Terms and Conditions applicable hereto. Nothing contained herein shall prejudice the rights of Seller to contest at any time the changes made pursuant to this Section 6.4.

- 6.5 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.

ARTICLE VII

MISCELLANEOUS

- 7.1 No waiver by Company or Seller of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 7.2 The laws of the State of _____ shall govern the validity, construction, interpretation and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- .
- 7.3 Exhibit I is attached hereto and incorporated herein.
- 7.4 No modification of or supplement to the terms and provisions hereof shall become effective except by execution of a supplementary written agreement between the parties.
- 7.5 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

First Revised Sheet No. 248 First Revised Sheet No. 248 : Effective
Superseding: Original Sheet No. 248

GENERAL TERMS AND CONDITIONS

APPENDIX D
(Continued)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first
written above by each party's respective duly authorized officers.

ATTEST/WITNESS:

SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

By _____
Its _____

(Seller)

By _____
Its _____

By _____
Its _____

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Fifth Revised Sheet No. 249 Fifth Revised Sheet No. 249 : Effective

Superseding: Fourth Revised Sheet No. 249

EXHIBIT I

SOUTHERN NATURAL GAS COMPANY
SUPPLY POOL NOMINATION - RECEIPT POINT AND DELIVERY

DETAIL

Service Requestor Name: _____
Service Requestor Contract No.: _____
Begin Date (MMDDYYYY): _____ Begin Time: 9:00 a.m. CCT

9:00 a.m. (Evening) CCT

5:00 p.m. CCT

9:00 p.m. CCT

End Date (MMDDYYYY): _____ End Time:
9:00 a.m. CCT

DAILY QUANTITIES TO BE RECEIVED FOR CUSTOMER'S ACCOUNT

Receipt Point								
Location	Loc Prop 1/ TT 5/	Loc Name Package ID	UP ID 2/	UP Name	UP Contract 3/	Quantity	Rank	UP Rank 4/
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

Total Received by Southern _____

1. Southern's six (6) digit proprietary Receipt Point Code. If nomination is for a Tier 2 Supply Pool, the Loc Prop can also be a Tier 1 Supply Pool contract number.
2. If Receipt Point is a wellhead point, the working interest owner name and Duns # are required. If Receipt Point is a pipeline interconnect, the upstream shipper name and the DUNS # are required.
3. If Receipt Point is a pipeline interconnect, the upstream contract number is required.
4. Used to prioritize receipt points for receipt capacity allocations based on priority of contracts being served. If a firm receipt point has been assigned to a pool by a firm shipper, that priority will be recognized.
5. Only applicable to storage receipts. Use CSS for firm storage. Use ISS for interruptible storage. Otherwise defaults to current business.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 250 Third Revised Sheet No. 250 : Effective
Superseding: Second Revised Sheet No. 250

EXHIBIT I

SOUTHERN NATURAL GAS COMPANY
SUPPLY POOL NOMINATION - RECEIPT POINT AND DELIVERY DETAIL

Service Requestor Name: _____
Service Requestor Contract No.: _____
Begin Date (MMDDYYYY): _____ Begin Time: 9:00 a.m. CCT

9:00 a.m. (Evening) CCT

5:00 p.m. CCT

9:00 p.m. CCT

End Date (MMDDYYYY): _____ End Time:
9:00 a.m. CCT

DAILY QUANTITIES TO BE DELIVERED BY SOUTHERN FOR CUSTOMER'S ACCOUNT

Delivery Point								
Package	Loc	Loc	DN	DN				
Location	Deal Type							
ID	Prop 1/ (Offer No.)	Name 5/	DN ID 2/	Name	Contract 3/	Quantity	Rank	TT 4/
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

Total Delivered by Southern _____

1. If nomination is for a Tier 1 Supply Pool, the Loc Prop will be a firm or interruptible transportation contract number, or a Tier 2 Supply Pool contract number.

If nomination is for a Tier 2 Supply Pool, the Loc Prop will be a firm or interruptible transportation contract number.

2. N/A

3. N/A

4. Defaults to current business.

5. N/A

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 251 First Revised Sheet No. 251 : Effective
Superseding: Original Sheet No. 251

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 252 First Revised Sheet No. 252 : Effective
Superseding: Original Sheet No. 252

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 253 First Revised Sheet No. 253 : Effective
Superseding: Original Sheet No. 253

This sheet is reserved for future use.

Effective Date: 12/01/2007 Status: Effective

FERC Docket: RP07-718-000

Fifth Revised Sheet No. 254 Fifth Revised Sheet No. 254 : Effective

Superseding: Fourth Revised Sheet No. 254

GENERAL TERMS AND CONDITIONS

APPENDIX E

SNG AND CUSTOMER CONTACT INFORMATION
COMPLETE ALL THE REQUESTED INFORMATION.
NOTE: CUSTOMER IS RESPONSIBLE FOR UPDATING
CONTACT INFORMATION

Customer's Legal Name: _____

Trade Name: _____

Duns Number: _____

Federal Tax ID: _____

Tel. Number: _____

Fax Number: _____

24-Hour Emergency Telephone or Cell No.: _____

Type of Legal Entity: _____

(If Corporation, State of Incorporation): _____

Shipper is: _____ a local distribution company (LDC) (Code 1)
_____ an interstate pipeline (Code 2)
_____ an intrastate pipeline (Code 3)
_____ an end-user (Code 4)
_____ a producer (Code 5)
_____ a marketer/broker (Code 6)
_____ pipeline sales operating unit (Code 7)
_____ other (fill in) (Code 8)

Shipper is a member of GTI: Yes _____ No _____

Is Customer affiliated with Southern? Yes _____ No _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Bills to be sent to the attention of: _____

(If the Billing Contact above is a person, please fill out this person's contact info. on
Page 2, checking the Billing Contact Type)

Billing Address (if different from above mailing address):

(To be used if e-billing is unavailable)

P.O. Box: _____

City: _____ State: _____ Zip: _____

Name of Contract Administrator (if applicable): _____

Please fill out other contact info on page 2--including OFO, General Correspondence, Tariff Filing,
Contract Administration, Billing, and Credit contacts.

Effective Date: 12/01/2007 Status: Effective
FERC Docket: RP07-718-000

Fourth Revised Sheet No. 255 Fourth Revised Sheet No. 255 : Effective
Superseding: Third Revised Sheet No. 255

GENERAL TERMS AND CONDITIONS

APPENDIX E
SNG AND CUSTOMER CONTACT INFORMATION

Complete all the requested information and fax it to 205-326-2038.

Please note that :

- 1) we require 3 names to be provided as OFO contacts for your Company. Please provide an email address for each contact since notices are sent through email and
- 2) per FERC Order No. 587-S, Southern is required to obtain from its shippers the names and e-mail addresses of up to two representatives who are authorized to receive notice regarding credit issues.
- 3) we require 2 names to be provided as billing contacts to receive notice of availability of invoices as set forth in Section 15.2. Please provide an email address for each contact since notices are sent through email.

Customer's Legal Name: _____

Customer's Contact Information:

Last Name: _____ First Name: _____ MI: _____

Title: _____

Business Phone: _____ Business Fax: _____

Cell Phone: _____ Pager: _____

EMAIL ADDRESS: _____

Postal Address (if different from Page 1): _____

City: _____ State: _____ Zip: _____

Contact Type: OFO _____ Gen. Correspondence _____ Tariff Filing _____
Billing _____ Contract Admin _____ Credit _____

Customer's Contact Information:

Last Name: _____ First Name: _____ MI: _____

Title: _____

Business Phone: _____ Business Fax: _____

Cell Phone: _____ Pager: _____

EMAIL ADDRESS: _____

Postal Address (if different from Page 1): _____

City: _____ State: _____ Zip: _____

Contact Type: OFO _____ Gen. Correspondence _____ Tariff Filing _____
Billing _____ Contract Admin _____ Credit _____

Customer's Contact Information:

Last Name: _____ First Name: _____ MI: _____

Title: _____

Business Phone: _____ Business Fax: _____

Cell Phone: _____ Pager: _____

EMAIL ADDRESS: _____

Postal Address (if different from Page 1): _____

City: _____ State: _____ Zip: _____

Contact Type: OFO _____ Gen. Correspondence _____ Tariff Filing _____
Billing _____ Contract Admin _____ Credit _____

Please use additional copies of this page, if necessary.

NOTE: A SoNet Premier Login ID is required for Customer Contacts to perform the following functions electronically through Premier: Billing, Nominations and Storage Transfers, Confirmations and PDAs, Capacity Release, Imbalance Elections and Trading, Execute Contracts or Amendments, and Request New Service or

Amendments. Each Customer Contact must submit a SoNet Access Request Form (Exhibit A to SoNet Premier Form of Agreement).

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Third Revised Sheet No. 256 Third Revised Sheet No. 256 : Effective
Superseding: Second Revised Sheet No. 256

GENERAL TERMS AND CONDITIONS
APPENDIX E

SNG AND CUSTOMER CONTACT INFORMATION

SNG Contact Information:

Southern Natural Gas Company
Postal Address _____
City/State/Zip _____

Payments: Southern Natural Gas Company
Address _____
City/State/Zip _____

Name/Department: _____
Business Phone: _____ Business Fax: _____
Cell Phone: _____ Pager: _____
EMAIL ADDRESS: _____

Contact Type:
Notices and Gen. Correspondence _____ Dispatching Nom/Confirmation _____
Dispatching OFO _____ Emergency and 24-Hour _____
Payments _____

Name/Department: _____
Business Phone: _____ Business Fax: _____
Cell Phone: _____ Pager: _____
EMAIL ADDRESS: _____

Contact Type:
Notices and Gen. Correspondence _____ Dispatching Nom/Confirmation _____
Dispatching OFO _____ Emergency and 24-Hour _____
Payments _____

Name/Department: _____
Business Phone: _____ Business Fax: _____
Cell Phone: _____ Pager: _____
EMAIL ADDRESS: _____

Contact Type:
Notices and Gen. Correspondence _____ Dispatching Nom/Confirmation _____
Dispatching OFO _____ Emergency and 24-Hour _____
Payments _____

Name/Department: _____
Business Phone: _____ Business Fax: _____
Cell Phone: _____ Pager: _____
EMAIL ADDRESS: _____

Contact Type:
Notices and Gen. Correspondence _____ Dispatching Nom/Confirmation _____
Dispatching OFO _____ Emergency and 24-Hour _____
Payments _____

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FERC Docket: RP04-494-000

Third Revised Sheet No. 257 Third Revised Sheet No. 257 : Effective
Superseding: Second Revised Sheet No. 257

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

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FERC Docket: RP04-494-000

Fourth Revised Sheet No. 258 Fourth Revised Sheet No. 258 : Effective
Superseding: Third Revised Sheet No. 258

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 259 Second Revised Sheet No. 259 : Effective
Superseding: First Revised Sheet No. 259

GENERAL TERMS AND CONDITIONS

Sheet reserved for future use.

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FERC Docket: RP04-494-000

Fifth Revised Sheet No. 260 Fifth Revised Sheet No. 260 : Effective

Superseding: Fourth Revised Sheet No. 260

Sheet reserved for future use.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

First Revised Sheet No. 261 First Revised Sheet No. 261 : Effective
Superseding: Original Sheet No. 261

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS
(continued)

Reserved for Future Use

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GENERAL TERMS AND CONDITIONS

(Continued)

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Superseding: Original Sheet No. 273

GENERAL TERMS AND CONDITIONS

(Continued)

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FERC Docket: RP02- 88-000

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GENERAL TERMS AND CONDITIONS

(Continued)

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Tenth Revised Sheet No. 275 Tenth Revised Sheet No. 275
Superseding: Ninth Revised Sheet No. 275

GENERAL TERMS AND CONDITIONS
(Continued)

APPENDIX H
CAPACITY RELEASE TIMETABLE I

The following deadline applies to all standard offers to release firm capacity under the provisions of Section 22 of these General Terms and Conditions which are with a Prearranged Bidder and not subject to bid by other parties as defined in Section 22.3(c) of these General Terms and Conditions. The Prearranged Bidder must take all actions required by Section 22 within the following time periods to avoid disqualification.

On the Day Nominations Are Due for the Day of Release	Event
One hour prior to Nomination deadline*	Offer submitted electronically by Releasing Shipper Bid submitted electronically by Prearranged Bidder; Nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Transaction.
At nomination deadline*	Details of the Capacity Release Transaction are available on SoNet Premier.

*EDI users will have an additional fifteen (15) minutes with which to comply with these timelines.

Seventh Revised Sheet No. 276 Seventh Revised Sheet No. 276
 Superseding: Sixth Revised Sheet No. 276

GENERAL TERMS AND CONDITIONS
 (Continued)

APPENDIX H
 CAPACITY RELEASE TIMETABLE 2

Except as set forth in Timetable 1, the following deadline applies to all standard offers to release firm capacity under the provisions of Section 22 of these General Terms and Conditions for a term of ONE YEAR OR LESS ("short-term releases"). All parties who wish to submit such offers or who wish to bid on such posted offers (including a Prearranged Bidder) must take all actions required by Section 22 within the following time periods to avoid disqualification.

FOR STANDARD OFFERS:
 Business Day
 Prior to
 Daily or Intraday-1
 Nomination Deadline or
 Same Business Day for
 Evening or Intraday-2
 Nomination Deadline

FOR NONSTANDARD OFFERS:
 Business Day Prior to
 Daily Nomination
 Deadline for
 Day of Release

Event

(12:00 p.m.)
 (11:45 a.m. via EDI)

2 (12:00 p.m.)
 2 (11:45 a.m. via EDI)

Offer posted by Releasing Shipper

(1:00 p.m.)
 (1:15 p.m. via EDI)
 (Provided bid is time-
 stamped by 1:00 p.m.)

2 (1:00 p.m.)
 2 (1:15 p.m. via EDI)
 (Provided bid is time-
 stamped by 1:00 p.m.)

Open season for bids ends
 Evaluation period begins during which
 contingencies are eliminated,
 best bid is determined,
 ties are broken and
 capacity is evaluated

2:00 p.m.

1 2:00 p.m.

Evaluation period ends
 Prearranged Bidder notified on
 SoNet Premier if best bid is
 higher
 Winner is notified if there is no
 Prearranged Bidder

(2:30 p.m.)
 (2:45 p.m. via EDI)
 (Provided bid is time-
 stamped by 2:30 p.m.)

1 (2:30 p.m.)
 1 (2:45 p.m. via EDI)
 (Provided bid is time-
 stamped by 2:30 p.m.)

Prearranged Bidder chooses to
 match or not

3:00 p.m.

1 3:00 p.m.

Winner is notified if Prearranged
 Bidder does not match;
 General notice to all bidders
 posted on SoNet Premier;
 Details of the Capacity Release Transaction
 are available on SoNet
 Premier; Nomination possible
 at the next available nomination
 cycle for the effective date of
 the Capacity Release Transaction.

Seventh Revised Sheet No. 277 Seventh Revised Sheet No. 277
 Superseding: Sixth Revised Sheet No. 277

GENERAL TERMS AND CONDITIONS
 (Continued)

APPENDIX H
 CAPACITY RELEASE TIMETABLE 3

Except as set forth in Timetable 1, the following deadline applies to all standard offers to release firm capacity under the provisions of Section 22 of these General Terms and Conditions for a term of MORE THAN ONE YEAR ("long-term releases"). All parties who wish to submit such offers or who wish to bid on such posted offers (including a Prearranged Bidder) must take all actions required by Section 22 within the following time periods to avoid disqualification.

FOR STANDARD OFFERS: Business Day Prior to Daily Nomination Deadline for the Day of Release	FOR NONSTANDARD OFFERS Business Day Prior to Daily Nomination Deadline for the Day of Release	Event
4 (12:00 p.m.) 4 (11:45 a.m. via EDI)	5 (12:00 p.m.) 5 (11:45 a.m. via EDI)	Offer posted by Releasing Shipper
1 (1:00 p.m.) 1 (1:15 p.m. via EDI) (Provided bid is time- stamped by 1:00 p.m.)	2 (1:00 p.m.) 2 (1:15 p.m. via EDI) (Provided bid is time- stamped by 1:00 p.m.)	Open season for bids ends Evaluation period begins during which contingencies are eliminated, best bid is determined, ties are broken and capacity is evaluated
1 2:00 p.m.	1 2:00 p.m.	Evaluation period ends Prearranged Bidder notified on SoNet Premier if best bid is higher Winner is notified if there is no Prearranged Bidder
1 (2:30 p.m.) (2:45 p.m. via EDI) (Provided bid is time- stamped by 2:30 p.m.)	1 (2:30 p.m.) (2:45 p.m. via EDI) (Provided bid is time- stamped by 2:30 p.m.)	Prearranged Bidder chooses to match or not
1 (3:00 p.m.)	1 (3:00 p.m.)	Winner is notified if Prearranged Bidder does not match; General notice to all bidders posted on SoNet Premier; Details of the Capacity Release Transaction are available on SoNet Premier; Nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Transaction.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-137-002

Second Revised Sheet No. 278 Second Revised Sheet No. 278 : Effective
Superseding: First Sub. First Revised Sheet No. 278

RESERVED FOR FUTURE USE

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-137-002

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Superseding: First Revised Sheet No. 279

RESERVED FOR FUTURE USE

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP98-363-000

Second Revised Sheet No. 280 Second Revised Sheet No. 280 : Effective
Superseding: First Revised Sheet No. 280

APPENDIX I

Page ____ of ____

SOUTHERN NATURAL GAS COMPANY
CUSTOMER SERVICES DEPARTMENT
STORAGE TRANSFER FORM

Shipper: _____ Storage Contract Number: _____

Effective: _____
Month Day Year

QUANTITIES TO BE TRANSFERRED INTO SHIPPER'S STORAGE ACCOUNT

Transfer from Storage Contract No.:	CSS or ISS	Quantity to be Transferred - Dth
_____	_____	_____
_____	_____	_____

TOTAL

QUANTITIES TO BE TRANSFERRED FROM SHIPPER'S STORAGE ACCOUNT

Transfer from Storage Contract No.:	CSS or ISS	Quantity to be Transferred - Dth
_____	_____	_____
_____	_____	_____

TOTAL

Comments: _____

Signed: _____
Name: _____
Company: _____
Telephone No.: _____

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Third Revised Sheet No. 281 Third Revised Sheet No. 281 : Effective
Superseding: Second Revised Sheet No. 281

GENERAL TERMS AND CONDITIONS
(Continued)

APPENDIX J

SERVICE REQUEST FORM
(PARK AND LOAN)

Southern Natural Gas Company
P. O. Box 2563
Birmingham, Alabama 35202-2563

Attention: Customer Services Department

Re: _____ New PAL Service

or

_____ Modification or Extension of Existing PAL Service
(Description of existing service to be modified:

Gentlemen:

Gas
this

The Shipper listed below hereby requests Park and/or Loan service(s) from Southern Natural
Company (Southern) and is providing Southern the following information in connection with
request:

1. Shipper's full legal name: _____
Dun and Bradstreet number: _____

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FERC Docket: RP04-494-000

Second Revised Sheet No. 282 Second Revised Sheet No. 282 : Effective
Superseding: First Revised Sheet No. 282

GENERAL TERMS AND CONDITIONS

APPENDIX J

SERVICE REQUEST FORM
(PARK AND LOAN)
(Continued)

Sheet reserved for future use.

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Second Revised Sheet No. 283 Second Revised Sheet No. 283 : Effective
Superseding: First Revised Sheet No. 283

GENERAL TERMS AND CONDITIONS

APPENDIX J

SERVICE REQUEST FORM
(PARK AND LOAN)
(Continued)

2. If Shipper is requesting service be performed by Southern for Shipper acting as agent for another entity, please specify the full legal name of such entity.

3. Date service is proposed to commence:

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FERC Docket: RP04-494-000

Third Revised Sheet No. 284 Third Revised Sheet No. 284 : Effective

Superseding: Second Revised Sheet No. 284

GENERAL TERMS AND CONDITIONS

APPENDIX J

SERVICE REQUEST FORM

(PARK AND LOAN)

(Continued)

4. Credit Evaluation - Unless previously provided to Southern in the prior three months, a Shipper seeking service from Southern under Rate Schedule PAL must provide:
- (a) a copy of Shipper's most recent audited financial statement certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operation of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;
 - (b) a copy of Shipper's most recent twelve months audited financial statements or Annual Report and, if applicable, Form 10-K; and
 - (c) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

5. Is any party associated with this request affiliated with Southern?

_____ Yes _____ No

The affiliate party or parties (if any) is:

Shipper	_____
Seller	_____
Buyer	_____
Agent	_____
End User	_____
Other	_____ (fill in)

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Third Revised Sheet No. 285 Third Revised Sheet No. 285 : Effective
Superseding: Second Revised Sheet No. 285

GENERAL TERMS AND CONDITIONS

APPENDIX J

SERVICE REQUEST FORM
(PARK AND LOAN)
(Continued)

6. Complete and submit SNG and Customer Contact Information specified on Appendix E to these General Terms and Conditions or review and correct the existing contact information maintained by Southern for your company to ensure accuracy.

Shipper understands that this request form, complete and unrevised as to format, must be received by Southern before the PAL request will be accepted and processed.

Shipper, by its signature, certifies to Southern (1) that the information above is correct and accurate and (2) that all necessary pooling and transportation arrangements with the upstream and downstream parties have been or will be secured prior to the commencement of the requested park and loan service and (3) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Southern and (4) that Shipper will advise Southern of any changes in the information provided in item 5, five business days prior to the end of any month for the preceding month's business in which a change occurred.

Very truly yours,

By _____

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FERC Docket: RS92- 10-006

First Revised Sheet No. 286 First Revised Sheet No. 286 : Effective
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FERC Docket: RS92- 10-006

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FERC Docket: RP01-205-017

Third Revised Sheet No. 288 Third Revised Sheet No. 288
Superseding: Second Revised Sheet No. 288

Service Agreement No. _____
Authorization: _____

PRO FORMA

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT AND/OR RATE SCHEDULE FT-NN

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to

a. as "Shipper"; [or, if the criteria below are met,]

b. as "Agent" for _____, a _____ corporation, ("Principals"), hereinafter individually and collectively as "Shipper"; provided that (i) Principals demonstrate

to

Company and agree that they collectively meet the "shipper must have title" requirement in

Section

2.1(a) (viii) of the General Terms and Conditions of Company's Tariff ("General Terms and Conditions");

on

(ii) each of the Principals provides written evidence to Company that Agent is authorized to act

they

their behalf and that each of the Principals is jointly and severally liable for all of the obligations of Shipper under this Agreement; and (iii) the Principals recognize and agree that

shall

be treated collectively as one Shipper for nomination, billing and allocation purposes.

WITNESSETH:

WHEREAS, Company is an interstate pipeline, as defined in Section 2(15) of the Natural Gas Policy Act of 1978

(NGPA); and

WHEREAS, Shipper has requested firm transportation pursuant to Rate Schedule FT and/or FT-NN of various supplies of gas for redelivery for Shipper's account and has submitted to Company a request for such transportation service in compliance with Section 2 of the General Terms and Conditions applicable to such

Rate Schedules; and/or

[If applicable] WHEREAS, Shipper currently receives firm transportation service pursuant to Rate Schedule FT

and/or FT-NN under Company's Service Agreement No(s). _____ dated _____ ("Original Agreement(s)") and Company desires to combine Shipper's Original Agreements into one Master Service Agreement

with no change in the terms of service; and/or

WHEREAS, Shipper may acquire, from time to time, released firm transportation capacity under Section 22 of the

General Terms and Conditions or continued transportation service; and

WHEREAS, Company has agreed to provide Shipper with transportation service of such gas supplies or through

such acquired capacity release in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

TRANSPORTATION QUANTITY

- 1.1 Subject to the terms and provisions of this Agreement, Rate Schedule FT and/or FTNN, as applicable, and the General Terms and Conditions thereto, Shipper agrees to deliver or cause to be delivered to COMPANY at the Receipt Point(s) described in Exhibit A and Exhibit A-1 to this Agreement, and Company agrees to accept at such point(s) for transportation under this Agreement, an aggregate quantity of natural gas per day up to the total Transportation Demand

set forth on Exhibit B hereto.

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Second Revised Sheet No. 289 Second Revised Sheet No. 289 : Effective
Superseding: First Revised Sheet No. 289

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

Company's obligation to accept gas on a firm basis at any Receipt Point is limited to the Receipt Points set out on Exhibit A and to the Maximum Daily Receipt Quantity (MDRQ) stated for each such Receipt Point. The sum of the MDRQ's for the Receipt Points on Exhibit A shall not exceed the Transportation Demand.

- 1.2 Subject to the terms and provisions of this Agreement, Rate Schedule FT and/or FT-NN, as applicable, and the General Terms and Conditions thereto, Company shall deliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in the applicable FT or FT-NN Rate Schedule, to Shipper at the Delivery Point(s) described in Exhibit B and Exhibit B-1 hereto. Company's obligation to redeliver gas at any Delivery Point on a firm basis is limited to the Delivery Points specified on Exhibit B and to the Maximum Daily Delivery Quantity (MDDQ) stated for each such Delivery Point and in no event shall Shipper be entitled to deliveries in excess of the MDDQ such that if Shipper elects to take gas at an Exhibit B-1 Delivery Point then the MDDQ at its Exhibit B Delivery Points will be reduced proportionately. The sum of the MDDQ's for the Delivery Points on Exhibit B shall equal the Transportation Demand.
- 1.3 In the event Shipper is the successful bidder on released firm transportation capacity under Section 22 of Company's General Terms and Conditions, Company will promptly email to Shipper the terms of the Capacity Release Transaction. Upon the issuance of the email, subject to the terms, conditions and limitations hereof and of Company's Rate Schedules FT and FT-NN, Company agrees to provide the released firm transportation service to Shipper under Rate Schedule FT or FT-NN, the General Terms and Conditions thereto, and this Agreement.

ARTICLE II

CONDITIONS OF SERVICE

- 2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Company's Rate Schedule FT and/or FT-NN, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and the terms of the applicable Rate Schedule, the terms of the Rate Schedule shall govern as to the point of conflict. Any limitation of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FT and/or FT-NN, as applicable, and the General Terms and Conditions thereto.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions applicable to Company's Rate Schedule FT and/or FT-NN as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Federal Energy Regulatory Commission ("Commission") of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule FT or FT-NN.

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Third Revised Sheet No. 290 Third Revised Sheet No. 290 : Effective

Superseding: Second Revised Sheet No. 290

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT

(Continued)

- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions hereto.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the day of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to any imbalances accrued prior to termination of this Agreement, to render reports, and to make payment for all obligations accruing prior to the date of termination.

ARTICLE III

NOTICES

- 3.1 Except as provided in Section 8.6 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

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Second Revised Sheet No. 292 Second Revised Sheet No. 292 : Effective
Superseding: First Revised Sheet No. 292

Sheet reserved for future use.

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

ARTICLE IV
TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of _____ and shall be in full force and effect for the primary term(s) set forth on Exhibit B hereto, if applicable, and shall continue and remain in force and effect for successive evergreen terms specified on Exhibit B hereto unless canceled by either party giving the required amount of written notice specified on Exhibit B to the other party prior to the end of the primary term(s) or any extension thereof. The primary term of the Agreement may be calculated from the date service commences hereunder rather than the effective date as provided above, if construction of facilities is necessary.
- 4.2 In the event SHIPPER has not contracted for firm Transportation Demand under this Agreement directly with COMPANY, as set forth on Exhibit B hereto, then the term of this Agreement shall be effective as of the date first hereinabove written and shall remain in full force and effect for a primary term through the end of the month and month to month thereafter unless canceled by either party giving at least five (5) days written notice to the other party prior to the end of the primary term or any extension thereof, provided however, this agreement will automatically terminate if no nominations are requested during a period of 12 consecutive months. It is provided, however that this Agreement shall not terminate prior to the expiration of the effective date of any Capacity Release Transaction.

ARTICLE V
CONDITIONS PRECEDENT

- 5.1 Unless otherwise agreed to by the parties, the terms of Rate Schedule FT and/or FT-NN, as applicable, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Agreement. Other provisions of this Agreement notwithstanding, Company shall be under no obligation to construct the facilities or commence service hereunder unless and until (1) Company has received and accepted the necessary regulatory approvals and permits to construct the facilities in a form and substance satisfactory to Company; (2) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, and delivery of natural gas hereunder have been authorized, installed, and are in operating condition; (3) (If Applicable) Company has obtained the approval of the appropriate management or management committee and/or board of directors of Company and/or its parent company to spend the capital necessary to construct the additional facilities; and (4) SHIPPER completes the construction and places into operation, using diligent efforts, its upstream or downstream production or end use facilities required to receive or deliver gas hereunder. (If applicable) In the event construction of facilities by COMPANY is necessary to provide service under the Agreement, Company agrees to use its reasonable efforts to meet an in-service date of _____.

[If applicable] The parties agree that there are no outstanding conditions precedent to be met or facilities remaining to be built under the Original Agreements. This Agreement is intended to provide for the continuation without interruption of services provided under the Original Agreements and shall not be deemed to modify any rights and obligations arising under the Original Agreements prior to the effective date of this Agreement.

ARTICLE VI
REMUNERATION

- 6.1 Shipper shall pay Company monthly for the transportation services rendered hereunder the charges specified in Rate Schedule FT, Rate Schedule FT-NN, and under each effective Capacity Release Transaction, as applicable, including any penalty

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Third Revised Sheet No. 294 Third Revised Sheet No. 294 : Effective
Superseding: Second Revised Sheet No. 294

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

and other authorized charges assessed under the applicable FT or FT-NN Rate Schedule and the General Terms and Conditions. For service requested from Company under Rate Schedule FT or FT-NN, Company shall notify Shipper as soon as practicable of the date services will commence hereunder, and if said date is not the first day of the month, the Reservation Charge for the first month of service hereunder shall be adjusted to reflect only the actual number of days during said month that transportation service is available. Company may agree from time to time to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule FT and/or FT-NN, as applicable. Said discounted charges shall be set forth on Exhibit E hereto or the parties may agree to a Negotiated Rate for such services in accordance with the provisions of Rate Schedule FT or FT-NN. Said discounted or Negotiated Rates shall be set forth on Exhibit E or Exhibit F, respectively, hereto and shall take precedence over the charges set forth in Rate Schedules FT or FT-NN during the period in which they are in effect.

- 6.2 The rates and charges provided for under Rate Schedule FT shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Shipper agrees that Company shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of its Proforma Service Agreement, as well as all or any part of Rate Schedule FT or FT-NN, as applicable, or the General Terms and Conditions thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. It is recognized, however, that once a Capacity Release Transaction has been awarded, Company cannot increase the Reservation Charge to be paid by Shipper under that Capacity Release Transaction, unless in its bid the Acquiring Shipper has agreed to pay a percentage of the maximum tariff rate in effect and the maximum tariff rate increases during the term of the Capacity Release Transaction. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges, the Rate Schedules, or the General Terms and Conditions thereto.

ARTICLE VII
SPECIAL PROVISIONS

- 7.1 If Shipper is a seller of gas under more than one Service Agreement and requests that Company allow it to aggregate nominations for certain Receipt Points for such Agreements, Company will allow such an arrangement under the terms and conditions set forth in this Article VII. To be eligible to aggregate gas, Shipper must comply with the provisions of Section 2.2 of the General Terms and Conditions and the terms and conditions of the Supply

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Third Revised Sheet No. 295 Third Revised Sheet No. 295 : Effective
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FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

Pool Balancing Agreement executed by Shipper and Company pursuant thereto.

- 7.2 If Shipper is a purchaser of gas from a seller that is selling from an aggregate of Receipt Points, and Shipper wishes to nominate to receive gas from such seller's aggregate supplies of gas, Company will allow such a nomination, provided that the seller (i) has entered into a Supply Pool Balancing Agreement with Company and (ii) submits a corresponding nomination to deliver gas to Shipper from its aggregate supply pool.

ARTICLE VIII
MISCELLANEOUS

- 8.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 8.2 The laws of the State of _____ shall govern the validity, construction, interpretation, and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- 8.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties except that (i) a Capacity Release Transaction may be issued, and (ii) in accordance with the provisions of Rate Schedule FT and/or FT-NN, as applicable, and the General Terms and Conditions thereto, Receipt Points may be added to or deleted from Exhibit A and the Maximum Daily Receipt Quantity for any Receipt Point on Exhibit A may be changed upon execution by Company and Shipper of a Revised Exhibit A to reflect said change(s), and (iii) Delivery Points may be added to or deleted from Exhibit B and the Maximum Daily Delivery Quantity for any Delivery Point may be changed upon execution by Company and Shipper of a Revised Exhibit B to reflect said change(s). It is provided, however, that any such change to Exhibit A or Exhibit B must include corresponding changes to the existing Maximum Daily Receipt Quantities or Maximum Daily Delivery Quantities, respectively, such that the sum of the changed Maximum Daily Receipt Quantities shall not exceed the Transportation Demand and the sum of the Maximum Daily Delivery Quantities equals the Transportation Demand.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 296 Third Revised Sheet No. 296 : Effective

Superseding: Second Revised Sheet No. 296

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

- 8.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto, either party may assign this Agreement to an affiliated company without the prior written consent of the other party, provided that the affiliated company is creditworthy pursuant to Section 2.1(d) of the General Terms and Conditions, but neither party may assign this Agreement to a nonaffiliated company without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 8.5 Exhibits A, A-1, B, B-1, and _____ attached to this Agreement constitute a part of this Agreement and are incorporated herein.
- 8.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement for firm transportation capacity from Company, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Agreement and to construct and operate any facilities necessary therefore. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within _____ months from the date of the initial FERC application therefore, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such _____-month period, but prior to the receipt of all such acceptable approvals. Company or Shipper may waive their rights to terminate this Agreement under this Section upon mutual agreement in writing. Such notice will be effective as of the date

Effective Date: 08/01/2008 Status: Effective

FERC Docket: RP01-205-017

Third Revised Sheet No. 297 Third Revised Sheet No. 297

Superseding: Second Revised Sheet No. 297

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

it is delivered to the U.S. Mail, for delivery by certified mail,
return receipt requested.

8.7 (If applicable to local distribution companies pursuant to Article XV, Paragraph 1(b) of the
Stipulation
and Agreement approved in the "Order Approving Settlement" in Docket Nos. RP89-224-012, et al.,
dated
September 29, 1995, 75 FERC ¶61,322 (1995).).

If Shipper experiences the loss of any load, by direct connection of such load to the Company's
system, Shipper may reduce its Transportation Demand under this Service
Agreement or any other Service Agreement for firm transportation service
between Shipper and Company by giving Company 30 days prior written notice
of such reduction within six (6) months of the date Company initiates direct
services to the industrial customer; provided, however, that any such
reduction shall be applied first to the Transportation Demand under the
Service Agreement with the shortest remaining contract term.

In order to qualify for a reduction in its Transportation Demand, Shipper
must certify and provide supporting data that:

- (i) The load was actually being served by Shipper with
gas transported by Company prior to November 1, 1993.
- (ii) If the load lost by Shipper was served under a
firm contract, the daily contract quantity shall be
provided.
- (iii) If the load lost by Shipper was served under
an interruptible contract, the average daily volumes
during the latest twelve months of service shall be
provided.

Shipper may reduce its aggregate Transportation Demand under all its Service
Service Agreements by an amount up to the daily contract quantity in the
case of the loss of a firm customer and/or up to the average daily deliveries
deliveries during the latest twelve month period in the case of the loss of an
interruptible customer. Such reduction shall become effective thirty days
after the date of Shipper's notice that it desires to reduce its Transportation
Demand.

Effective Date: 06/01/2007 Status: Effective

FERC Docket: RP07-419-000

Second Revised Sheet No. 297A Second Revised Sheet No. 297A : Effective
Superseding: First Revised Sheet No. 297A

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

8.8 (If applicable) This Agreement supersedes and cancels the Service Agreement
(# _____) dated _____ between the parties hereto.

8.9 (If applicable) In the event Shipper subscribes for off-system firm transportation capacity,
Shipper shall pay the additional charges set forth on Exhibit "C" attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date
first written above by their respective duly authorized officers.

Attest/Witness:

SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

(SHIPPER)

By _____
Its _____

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP98-363-000

First Revised Sheet No. 298 First Revised Sheet No. 298 : Effective
Superseding: Original Sheet No. 298

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

Service Agreement No. _____

EXHIBIT A
RECEIPT POINTS

Receipt Point No. -----	Receipt Point Name -----	MDRQ (Mcf) -----	Rate Schedule -----	Service Type -----	Primary Term Start and End Dates -----
-------------------------------	--------------------------------	------------------------	---------------------------	--------------------------	--

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: _____

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 299 Second Revised Sheet No. 299 : Effective
Superseding: First Revised Sheet No. 299

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT
(Continued)

Service Agreement No. _____

EXHIBIT A-1
RECEIPT POINTS

All active Receipt Points on Company's contiguous pipeline system, a current list of which shall be maintained by Company on its SoNet Premier bulletin board.

Effective Date: 01/09/2009 Status: Effective

FERC Docket: RP09-147-000

Third Revised Sheet No. 300 Third Revised Sheet No. 300

Superseding: Second Revised Sheet No. 300

FORM OF FIRM TRANSPORTATION
SERVICE AGREEMENT

(Continued)

Service Agreement No. _____

EXHIBIT B
DELIVERY POINTS

Hourly Delivery Rate Point No. Entitlement	Delivery Pt. Name	Contract Pressure	MDDQ (Mcf) / Month	Rate Schedule	Service Type Code	Primary Term Start Date / End Date	Primary Term Notice	Evergreen Period	Evergreen Notice	Flow
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Total Transportation Demand: _____ Mcf

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: _____

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 301 Second Revised Sheet No. 301 : Effective
Superseding: First Revised Sheet No. 301

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT

(Continued)

Service Agreement No. _____

EXHIBIT B-1
DELIVERY POINTS

All active Delivery Points on Company's contiguous pipeline system, a current list of which shall be maintained by Company on its SoNet Premier bulletin board.

Effective Date: 06/01/2007 Status: Effective

FERC Docket: RP07-419-000

Second Revised Sheet No. 302 Second Revised Sheet No. 302 : Effective
Superseding: First Revised Sheet No. 302

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

EXHIBIT C

OFFSYSTEM CAPACITY CHARGES

The following charges shall apply to Shipper for offsystem capacity contracted under this Service Agreement.

Package #	Service Type	Pipeline	Charge
-----------	--------------	----------	--------

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 303 First Revised Sheet No. 303 : Effective
Superseding: Original Sheet No. 303

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 304 First Revised Sheet No. 304 : Effective
Superseding: Original Sheet No. 304

This sheet is reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

Service Agreement No. _____

EXHIBIT E
Discount Information

Discounted Transportation Rate: _____

Discounted Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 305A First Revised Sheet No. 305A : Effective
Superseding: Original Sheet No. 305A

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

First Revised Sheet No. 305B First Revised Sheet No. 305B : Effective
Superseding: Original Sheet No. 305B

Sheet reserved for future use.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

Original Sheet No. 305.01 Original Sheet No. 305.01 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

Service Agreement No. _____

EXHIBIT F
Negotiated Rate Information

Negotiated Transportation Rate: _____

Negotiated Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

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

This sheet supersedes and cancels the following sheets:

Original Sheet Nos. 306-312, 314, 315a, 316, 318, 320, 323-330, 332-334

First Revised Sheet Nos. 313, 315, 317, 319, 321-322, 331, 335, 336

The above-referenced sheets are reserved for future use. They contained the Forms of Service Agreement under Rate Schedule FT-NN and the Form of Service Agreement for Temporary Releases of Firm Transportation Capacity which have been merged with the revised Form of Firm Transportation Service Agreement herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 307 Original Sheet No. 307 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

to _____ Mcf of natural gas per day (Transportation Demand). Company's obligation to accept gas on a firm basis at any Receipt Point is limited to the Receipt Points set out on Exhibit A and to the Maximum Daily Receipt Quantity (MDRQ) stated for each such Receipt Point. The sum of the MDRQ's for the Receipt Points on Exhibit A shall not exceed the Transportation Demand.

- 1.2 Subject to the terms and provisions of this Agreement, Rate Schedule FT-NN and the General Terms and Conditions thereto, Company shall deliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate Schedule FT-NN, to Shipper at the Delivery Point(s) described in Exhibit B and Exhibit B-1 hereto. Company's obligation to redeliver gas on a firm basis at any Delivery Point is limited to the Delivery Points specified on Exhibit B and to the Maximum Daily Delivery Quantity (MDDQ) stated for each such Delivery Point. The sum of the MDDQ's for the Delivery Points on Exhibit B shall equal the Transportation Demand.

ARTICLE II
CONDITIONS OF SERVICE

- 2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Company's Rate Schedule FT-NN, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule FT-NN, the terms of Rate Schedule FT-NN shall govern as to the point of conflict. Any limitation of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FT-NN and the General Terms and Conditions thereto.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions applicable to Company's Rate Schedule FT-NN as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Federal Energy Regulatory Commission ("Commission") of such provisions of the

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

General Terms and Conditions or other matters relating to Rate Schedule FT-NN.

- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions hereto.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the day of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to any imbalances accrued prior to termination of this Agreement, to render reports, and to make payment for all obligations accruing prior to the date of termination.
- 2.6 (If applicable) Shipper warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of the Commission's Regulations and qualifies for service under Rate Schedule FT-NN; provided, however, that this warranty does not extend to actions taken that are within the control of Company. A certification from the party on whose behalf Company will render the transportation services hereunder is attached hereto as Exhibit C. Shipper further agrees to abide by the terms of Rate Schedule FT-NN. Shipper will indemnify Company and save it harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees) and regulatory proceedings, arising from breach of this warranty.

ARTICLE III
NOTICES

- 3.1 Except as provided in Section 8.6 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number or

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

facsimile machine number stated below or such other addresses, telephone numbers
or facsimile machine numbers as the parties shall respectively hereafter designate in
writing from time to time:

Company: Notices and General Correspondence

Southern Natural Gas Company
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Transportation Services Department
Telephone No.: (205) _____
Facsimile Machine No.: (205) _____

Dispatching Notices - Nominations/Confirmations
Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contacts:

(2) Alternative Contacts:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 310 Original Sheet No. 310 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Payments
Southern Natural Gas Company
Post Office Box 102502
68 Annex
Atlanta, Georgia 30368

Shipper: Notices and General Correspondence

Telephone No.: () _____
Facsimile Machine No.: () _____

Dispatching Notices - Nominations/Confirmations
Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: () _____
Facsimile Machine No.: () _____

(1) Alternative Contacts:

(2) Alternative Contacts:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 311 Original Sheet No. 311 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Invoices

ARTICLE IV
TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for a primary term of _____ and shall continue and remain in force and effect for successive terms of _____ each thereafter unless and until cancelled by either party giving _____ written notice to the other party prior to the end of the primary term or any _____ extension thereof.

ARTICLE V
CONDITIONS PRECEDENT

- 5.1 Unless otherwise agreed to by the parties, the terms of Rate Schedule FT-NN, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Agreement. Other provisions of this Agreement notwithstanding, Company shall be under no obligation to commence service hereunder unless and until (1) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, and delivery of natural gas hereunder have been authorized, installed, and are in operating condition, and (2) Company, in its reasonable discretion, has determined that such service would constitute transportation of natural gas authorized under all applicable regulatory authorizations and the Commission's Regulations.

ARTICLE VI
REMUNERATION

- 6.1 Shipper shall pay Company monthly for the transportation services rendered hereunder the charges specified in Rate Schedule FT-NN, including any penalty and other authorized charges assessed under Rate Schedule FT-NN

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

and the General Terms and Conditions. Company shall notify Shipper as soon as practicable of the date services will commence hereunder, and if said date is not the first day of the month, the Reservation Charge for the first month of service hereunder shall be adjusted to reflect only the actual number of days during said month that transportation service is available. Company may agree from time to time to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule FT-NN. Said discounted charges shall be set forth on Exhibit E hereto.

- 6.2 The rates and charges provided for under Rate Schedule FT-NN shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Shipper agrees that Company shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule FT-NN, or the General Terms and Conditions thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges.

ARTICLE VII
SPECIAL PROVISIONS

- 7.1 If Shipper is a seller of gas under more than one Service Agreement and requests that Company allow it to aggregate nominations for certain Receipt Points for such Agreements, Company will allow such an arrangement under the terms and conditions set forth in this Article VII. To be eligible to aggregate gas, Shipper must comply with the provisions of Section 2.2 of the General Terms and Conditions and the terms and conditions of the Supply

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

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

Superseding: Original Sheet No. 313

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE FT-NN

(Continued)

Pool Balancing Agreement executed by Shipper and Company pursuant thereto.

- 7.2 If Shipper is a purchaser of gas from a seller that is selling from an aggregate of Receipt Points, and Shipper wishes to nominate to receive gas from such seller's aggregate supplies of gas, Company will allow such a nomination, provided that the seller (i) has entered into a Supply Pool Balancing Agreement with Company and (ii) submits a corresponding nomination to deliver gas to Shipper from its aggregate supply pool.

ARTICLE VIII
MISCELLANEOUS

- 8.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 8.2 The laws of the State of Alabama shall govern the validity, construction, interpretation, and effect of this Agreement.
- 8.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties except that in accordance with the provisions of Rate Schedule FT-NN, and the General Terms and Conditions thereto, Receipt Points may be added to or deleted from Exhibit A and the Maximum Daily Receipt Quantity for any Receipt Point on Exhibit A may be changed upon execution by Company and Shipper of a Revised Exhibit A to reflect said change(s), and Delivery Points may be added to or deleted from Exhibit B and the Maximum Daily Delivery Quantity for any Delivery Point may be changed upon execution by Company and Shipper of a Revised Exhibit B to reflect said change(s); provided, however, that any such change to Exhibit A or Exhibit B must include corresponding changes to the existing Maximum Daily Receipt Quantities or Maximum Daily Delivery Quantities, respectively, such that the sum of the changed Maximum Daily Receipt Quantities shall not exceed the Transportation Demand and the sum of the Maximum Daily Delivery Quantities equals the Transportation Demand.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

- 8.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 8.5 Exhibits A, A-1, B, B-1, C, D and/or E, if applicable, attached to this Agreement constitute a part of this Agreement and are incorporated herein.
- 8.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Agreement and to construct and operate any facilities necessary therefor. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within twelve (12) months from the date of the initial application therefor, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such twelve-month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date

Effective Date: 05/01/1996 Status: Effective

FERC Docket: RP89-224-016

First Revised Sheet No. 315 First Revised Sheet No. 315 : Effective

Superseding: Original Sheet No. 315

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE FT

(Continued)

it is delivered to the U.S. Mail, for delivery by certified mail,
return receipt requested.

- 8.7 (If requested by Shipper) If Shipper experiences the loss of any load after November 1, 1993, by direct connection of such load to the Company's system, Shipper may reduce its Transportation Demand under this Service Agreement or any other Service Agreement for firm transportation service between Shipper and Company by giving Company 30 days prior written notice of such reduction within six (6) months of the date Company initiates direct services to the industrial customer; provided, however, that any such reduction shall be applied first to the Transportation Demand under the Service Agreement with the shortest remaining contract term.

In order to qualify for a reduction in its Transportation Demand, Shipper must certify and provide supporting data that:

- (i) The load was actually being served by Shipper with gas transported by Company prior to November 1, 1993.
- (ii) If the load lost by Shipper was served under a firm contract, the daily contract quantity shall be provided.
- (iii) If the load lost by Shipper was served under an interruptible contract, the average daily volumes during the latest twelve months of service shall be provided.

Shipper may reduce its aggregate Transportation Demand under all its Service Service Agreements by an amount up to the daily contract quantity in the case of the loss of a firm customer and/or up to the average daily deliveries deliveries during the latest twelve month period in the case of the loss of an interruptible customer. Such reduction shall become effective thirty days after the date of Shipper's notice that it desires to reduce its Transportation Demand.

Effective Date: 05/01/1996 Status: Effective

FERC Docket: RP89-224-016

Original Sheet No. 315A Original Sheet No. 315A : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

8.8 (If applicable) This Agreement supersedes and cancels the Service Agreement
(# _____) dated _____ between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date
first written above by their respective duly authorized officers.

Attest:

SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

(SHIPPER)

By _____
Its _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 316 Original Sheet No. 316 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Service Agreement No. _____

EXHIBIT A
RECEIPT POINTS

Receipt Point	Maximum Daily Receipt Quantity in Mcf
---------------	---

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: _____

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-125-000

First Revised Sheet No. 317 First Revised Sheet No. 317 : Effective

Superseding: Original Sheet No. 317

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE FT-NN

(Continued)

Service Agreement No. _____

EXHIBIT A-1
RECEIPT POINTS

Receipt Point	Maximum Daily Receipt Quantity in Dth
---------------	---

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 318 Original Sheet No. 318 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Service Agreement No. _____

EXHIBIT B
DELIVERY POINTS

Delivery Point	Maximum Daily Delivery Quantity in Mcf	Contract Pressure
----------------	---	----------------------

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: _____

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-125-000

First Revised Sheet No. 319 First Revised Sheet No. 319 : Effective

Superseding: Original Sheet No. 319

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE FT-NN

(Continued)

Service Agreement No. _____

EXHIBIT B-1
DELIVERY POINTS

Delivery Point	Maximum Daily Delivery Quantity in Dth
----------------	---

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 320 Original Sheet No. 320 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Service Agreement No. _____

EXHIBIT C
Section 311 Certification

_____ hereby represents and warrants that it is:

_____ an intrastate pipeline as defined by NGPA Section 2(16), or

_____ a local distribution company as defined by NGPA Section 2(17);

and that it:

_____ has physical custody of and transports the natural gas being transported under the referenced Service Agreement at some point during the transaction, or

_____ holds title to the natural gas being transported under the referenced Service Agreement at some point during the transaction, which may occur prior to, during, or after the time that the gas is being transported by Southern Natural Gas Company, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or

_____ is either a local distribution company in whose service area the customer(s) being served under the referenced Service Agreement is located or an intrastate pipeline which is able to deliver gas directly to the customer(s) being served under the referenced Service Agreement.

Signature: _____

Title: _____

Date: _____

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 321 First Revised Sheet No. 321 : Effective
Superseding: Original Sheet No. 321

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 322 First Revised Sheet No. 322 : Effective
Superseding: Original Sheet No. 322

This sheet is reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FT-NN
(Continued)

Service Agreement No. _____

EXHIBIT E
Discount Information

Discounted Transportation Rate: _____

Discounted Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 324 Original Sheet No. 324 : Effective

Service Agreement No. _____

PRO FORMA

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY

THIS AGREEMENT, made and entered into as of this _____ day of _____, 19____, by and between Southern Natural Gas Company, a Delaware corporation, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to as "Acquiring Shipper".

WITNESSETH

WHEREAS, Company provides firm transportation services to Shippers under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations and Company's Rate Schedules FT and FT-NN of its FERC Gas Tariff; and

WHEREAS, such Shippers have the right to offer their firm transportation capacity under Rate Schedule FT or FT-NN for release to other parties on a temporary basis pursuant to Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff; and

WHEREAS, Acquiring Shipper will be bidding on offers of released transportation capacity and, to the extent Acquiring Shipper is successful in its bid(s), Company is willing to render firm transportation service to Acquiring Shipper pursuant to the provisions of Rate Schedule FT, this Agreement and Subpart G of Part 284 of the Commission's Regulations.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Acquiring Shipper to be prequalified for capacity releases and this Agreement is

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 325 Original Sheet No. 325 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

effective, Acquiring Shipper may bid from time to time on proposed capacity releases under Rate Schedule FT or FT-NN pursuant to the procedures set forth in Section 22 of Company's General Terms and Conditions. If at any time a bid submitted by Acquiring Shipper is deemed to be the best bid by Company with respect to a given offer to release firm transportation capacity, Company will promptly finalize by means of SoNet the appropriate Addendum to this Agreement, in the format attached hereto. Upon finalization of such Addendum, Acquiring Shipper and Company agree that Acquiring Shipper shall be considered for all purposes as a Shipper with respect to the released service.

- 1.2 Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Company's Rate Schedule FT, Company agrees to provide the released firm transportation service for Acquiring Shipper under Rate Schedule FT, the General Terms and Conditions thereto and this Agreement.
- 1.3 Acquiring Shipper hereby agrees to promptly provide any information necessary for Company to reevaluate Company's credit appraisal under Section 22.6(e) of Company's General Terms and Conditions and to advise Company of any material change in the information previously provided by the Acquiring Shipper to Company.
- 1.4 Subject to the terms and provisions of this Agreement and Company's Rate Schedule FT and the General Terms and Conditions applicable thereto, Acquiring Shipper agrees to deliver, or cause to be delivered, to Company at the Receipt Points described in the Addenda and Exhibit A-1 to this Agreement, and Company agrees to accept at such points for transportation under this Agreement, the aggregate quantity of gas in effect on any day under the Addenda. Company's obligation to accept gas on a firm basis at any Receipt Point on a given day is limited to the Receipt Points set out on the Addenda in effect on that day.
- 1.5 Subject to the terms and provisions of this Agreement, Rate Schedule FT and the General Terms and Conditions thereto, Company shall deliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 326 Original Sheet No. 326 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Schedule FT, to Shipper at the Delivery Points described in the Addenda and Exhibit B-1 to this Agreement. Company's obligation to redeliver gas on a firm basis at any Delivery Point on a given day is limited to the Delivery Points set out on the Addenda in effect on that day.

ARTICLE II

CONDITIONS OF SERVICE

- 2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the terms of the Addenda attached hereto, the provisions of Company's Rate Schedule FT, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. Any limitation of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FT and the General Terms and Conditions thereto.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions applicable to Company's Rate Schedule FT as such conditions may be revised from time to time. Unless Acquiring Shipper requests otherwise, Company shall provide to Acquiring Shipper the filings Company makes at the Commission of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule FT.
- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions contained in Company's FERC Gas Tariff.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Company

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

and Acquiring Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the day of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to any imbalances accrued prior to termination of this Agreement, to render reports, and to make payment for all obligations accruing prior to the date of termination.

ARTICLE III

NOTICES

- 3.1 Notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile machine number stated below or such other addresses, telephone numbers or facsimile machine numbers as the parties shall respectively hereafter designate in writing from time to time:

Company: Notices and General Correspondence

Southern Natural Gas Company
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Transportation Services Department
Telephone No.: (205) _____
Facsimile Machine No.: (205) _____

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Effective Date: 11/01/1993 Status: Effective

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FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Payments

Southern Natural Gas Company
Post Office Box 102502
68 Annex
Atlanta, Georgia 30368

Acquiring Shipper:

Notices and General Correspondence

Telephone No.: (____) _____

Facsimile Machine No.: (____) _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 329 Original Sheet No. 329 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Invoices

ARTICLE IV

TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above and shall be in full force and effect for a primary term of one (1) month and shall continue and remain in force and effect for

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 330 Original Sheet No. 330 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

successive terms of one (1) month each thereafter unless and until cancelled by either party giving five (5) days' written notice to the other party prior to the end of the primary term or any monthly extension thereof.

ARTICLE V

REMUNERATION

- 5.1 Acquiring Shipper shall pay Company monthly for the transportation services rendered hereunder the Reservation Charge specified in each of the Addenda attached hereto and all other charges and penalties as specified or assessed under Rate Schedule FT and the General Terms and Conditions.
- 5.2 The rates and charges provided for under Rate Schedule FT shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Acquiring Shipper agrees that Company shall, without any further agreement by Acquiring Shipper have the right to change from time to time, all or any part of Rate Schedule FT or the General Terms and Conditions applicable thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable terms of service and rates under the Natural Gas Act. It is recognized, however, that Company cannot increase the Reservation Charge to be paid by Acquiring Shipper under any Addendum attached hereto. Nothing contained herein shall prejudice the rights of Acquiring Shipper to contest at any time the changes made pursuant to this Section 5.2, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such rates or charges.

Effective Date: 04/01/1994 Status: Effective
FERC Docket: RP94-148-000

First Revised Sheet No. 331 First Revised Sheet No. 331 : Effective
Superseding: Original Sheet No. 331

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

ARTICLE VI

SPECIAL PROVISIONS

- 6.1 If Acquiring Shipper is a seller of gas under more than one Service Agreement and requests that Company allow it to aggregate nominations for certain Receipt Points for such Agreements, Company will allow such an arrangement under the terms and conditions set forth in this Article VI. To be eligible to aggregate gas, Acquiring Shipper must comply with the provisions of Section 2.2 of the General Terms and Conditions and the terms and conditions of the Supply Pool Balancing Agreement executed by Acquiring Shipper and Company pursuant thereto.
- 6.2 If Acquiring Shipper is a purchaser of gas from a seller that is selling from an aggregate of Receipt Points, and the Acquiring Shipper wishes to nominate to receive gas from such seller's aggregate supplies of gas, Company will allow such a nomination, provided that the seller (i) has entered into a Supply Pool Balancing Agreement with Company and (ii) submits a corresponding nomination to deliver gas to the Acquiring Shipper from its aggregate supply pool.

ARTICLE VII

MISCELLANEOUS

- 7.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Acquiring Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 7.2 The laws of the State of Alabama shall govern the validity, construction, interpretation, and effect of this Agreement.
- 7.3 Except for the Addenda generated by Acquiring Shipper's successful bids for released capacity, no modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 332 Original Sheet No. 332 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

- 7.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 7.5 Each Addendum, Exhibit A-1, Exhibit B-1 and, if applicable, Exhibit D attached to this Agreement constitute part of this Agreement and are incorporated herein.
- 7.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above by the parties' respective duly authorized officers.

Attest: SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

Attest: (ACQUIRING SHIPPER)

By _____
Its _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

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

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Offer No.: _____
Addendum No.: _____
Temporary Capacity Release Service
Agreement No.: _____
Delivery Zone: _____

Addendum No. _____
Capacity Release
Rate Schedule FT

Acquiring Shipper: _____

Releasing Shipper: _____

Releasing Shipper's Contract No.: _____

Effective Date of Release: _____ through _____

Is this capacity subject to right of recall? Yes _____ No _____
Recall Conditions (if applicable):

Rates: Check all that apply:

Monthly reservation charge _____
Volumetric reservation charge _____
Volume commitment _____
Reservation charge prorated for days of recall _____

Reservation Charge (inclusive of reservation surcharges) \$ _____

Transportation Demand: _____ (Mcf)

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 334 Original Sheet No. 334 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Addendum No. _____
Capacity Release
Rate Schedule FT
(continued)

EXHIBIT "A"

Firm Receipt Points	Maximum Daily Receipt Quantity (MDRQ)	
_____	_____	(Mcf)
_____	_____	(Mcf)
_____	_____	(Mcf)

EXHIBIT "B"

Firm Delivery Points	Maximum Daily Delivery Quantity (MDDQ)	
_____	_____	(Mcf)
_____	_____	(Mcf)
_____	_____	(Mcf)

This Addendum, entered into pursuant to Southern Natural Gas Company's capacity release program and the executed Temporary Capacity Release Service Agreement between Southern and the Acquiring Shipper, is heretofore made a part of and subject to the aforementioned Temporary Capacity Release Service Agreement.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-125-000

First Revised Sheet No. 335 First Revised Sheet No. 335 : Effective
Superseding: Original Sheet No. 335

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Service Agreement No. _____

EXHIBIT A-1
RECEIPT POINTS

Receipt Point	Maximum Daily Receipt Quantity in Dth
---------------	---

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP97-125-000

First Revised Sheet No. 336 First Revised Sheet No. 336 : Effective
Superseding: Original Sheet No. 336

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF
FIRM TRANSPORTATION CAPACITY
(Continued)

Service Agreement No. _____

EXHIBIT B-1
DELIVERY POINTS

Delivery Point	Maximum Daily Delivery Quantity in Dth
----------------	---

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 337 First Revised Sheet No. 337 : Effective
Superseding: Original Sheet No. 337

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Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 338 First Revised Sheet No. 338 : Effective
Superseding: Original Sheet No. 338

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 339 First Revised Sheet No. 339 : Effective
Superseding: Original Sheet No. 339

This sheet is reserved for future use.

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP08- 52-000

Second Revised Sheet No. 340 Second Revised Sheet No. 340 : Effective
Superseding: First Revised Sheet No. 340

Service Agreement No. _____
Authorization: _____

PRO FORMA

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____,
by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter
referred to as "Company", and _____, a _____ corporation, hereinafter
referred to as "Shipper",

WITNESSETH

WHEREAS, Company is an interstate pipeline, as defined in Section 2(15) of the Natural
Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper has requested transportation pursuant to Rate Schedule IT of various
supplies of gas for redelivery for Shipper's account on an interruptible basis and has
submitted to Company a request for such transportation service in compliance with Section
2 of the General Terms and Conditions applicable to Rate Schedule IT; and

WHEREAS, Company has agreed to provide Shipper with transportation service in
accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

- 1.1 Subject to the terms and provisions of this Agreement, Rate Schedule IT and the
General Terms and Conditions thereto, Shipper agrees to deliver, or cause to be
delivered, to Company at the Receipt Point(s) described in Exhibit A to this
Agreement, the quantity of gas (in Dth) nominated by Shipper and scheduled by Company
at such point(s) for transportation under this Agreement.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 341 Second Revised Sheet No. 341 : Effective
Superseding: First Revised Sheet No. 341

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

Company's obligation to accept gas at any Receipt Point is limited to the Maximum Daily Receipt Quantity (MDRQ) for each Receipt Point specified in the General Terms and Conditions hereto.

- 1.2 Subject to the terms and provisions of this Agreement, Rate Schedule IT and the General Terms and Conditions thereto, Company shall deliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate Schedule IT, to Shipper at the Delivery Point(s) nominated by Shipper and scheduled by Company under this Agreement. Company's obligation to redeliver gas at any Delivery Point is limited to the Maximum Daily Delivery Quantity (MDDQ) for each Delivery Point specified in the General Terms and Conditions.

ARTICLE II
CONDITIONS OF SERVICE

- 2.1 It is recognized that the transportation service hereunder is provided on an interruptible basis pursuant to, in accordance with and subject to the provisions of Company's Rate Schedule IT, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule IT, the terms of Rate Schedule IT shall govern as to the point of conflict. Any limitation of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule IT and the General Terms and Conditions thereto.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions applicable to Company's Rate Schedule IT as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Federal Energy Regulatory Commission ("Commission") of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule IT.
- 2.3 Company makes no representation, assurance or warranty that capacity will be available on Company's pipeline system at any time and Shipper agrees

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 342 First Revised Sheet No. 342 : Effective

Superseding: Original Sheet No. 342

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE IT

(Continued)

that Company shall bear no responsibility or liability to any person if capacity does not exist on any day to provide service hereunder.

- 2.4 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions hereto.
- 2.5 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this agreement.
- 2.6 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the day of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to any imbalances accrued prior to termination of this Agreement, to render reports, and to make payment for all obligations accruing prior to the date of termination.

ARTICLE III NOTICES

- 3.1 Except as provided in Section 8.6 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number or

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 343 Second Revised Sheet No. 343 : Effective

Superseding: First Revised Sheet No. 343

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE IT

(Continued)

facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

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FERC Docket: RP04-494-000

Second Revised Sheet No. 344 Second Revised Sheet No. 344 : Effective
Superseding: First Revised Sheet No. 344

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

Sheet reserved for future use.

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FERC Docket: RP04-494-000

First Revised Sheet No. 345 First Revised Sheet No. 345 : Effective
Superseding: Original Sheet No. 345

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

ARTICLE IV
TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for a primary term of _____ and shall continue and remain in force and effect for successive terms of _____ each thereafter unless and until cancelled by either party giving _____ written notice to the other party prior to the end of the primary term or any _____ extension thereof, provided however, this agreement will automatically terminate if no nominations are requested during a period of 12 consecutive months.

ARTICLE V
CONDITIONS PRECEDENT

- 5.1 Unless otherwise agreed to by the parties, the terms of Rate Schedule IT, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Agreement. Other provisions of this Agreement notwithstanding, Company shall be under no obligation to commence service hereunder unless and until (1) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, and delivery of natural gas hereunder have been authorized, installed, and are in operating condition, and (2) Company, in its reasonable discretion, has determined that such service would constitute transportation of natural gas authorized under all applicable regulatory authorizations and the Commission's Regulations.

ARTICLE VI
REMUNERATION

- 6.1 Shipper shall pay Company monthly for the transportation services rendered hereunder the charges specified in Rate Schedule IT, including any penalty

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 346 Third Revised Sheet No. 346 : Effective

Superseding: Second Revised Sheet No. 346

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE IT

(Continued)

and other authorized charges assessed under Rate Schedule IT and the General Terms and Conditions. Company may agree from time to time to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule IT or the parties may agree to a Negotiated Rate for such services in accordance with the provisions of Rate Schedule IT. Said discounted or Negotiated Rates shall be set forth on Exhibit E or Exhibit F, respectively, hereto and shall take precedence over the charges set forth in Rate Schedule IT during the period in which they are in effect.

- 6.2 The rates and charges provided for under Rate Schedule IT shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Shipper agrees that Company shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of this Agreement, as well as all or any part of Rate Schedule IT, or the General Terms and Conditions thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Agreement, from time to time, in any subsequent rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges.

ARTICLE VII
SPECIAL PROVISIONS

- 7.1 If Shipper is a seller of gas under more than one Service Agreement and requests that Company allow it to aggregate nominations for certain Receipt Points for such Agreements, Company will allow such an arrangement under the terms and conditions set forth in this Article VII. To be eligible to aggregate gas, Shipper must comply with the provisions of Section 2.2 of the General Terms and Conditions and the terms and conditions of the Supply Pool Balancing Agreement executed by Shipper and Company pursuant thereto.
- 7.2 If Shipper is a purchaser of gas from a seller that is selling from an aggregate of Receipt Points, and Shipper wishes to nominate to receive gas from such

Effective Date: 09/22/2004 Status: Effective

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Third Revised Sheet No. 347 Third Revised Sheet No. 347 : Effective

Superseding: Second Revised Sheet No. 347

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE IT

(Continued)

seller's aggregate supplies of gas, Company will allow such a nomination, provided that the seller (i) has entered into a Supply Pool Balancing Agreement with Company and (ii) submits a corresponding nomination to deliver gas to Shipper from its aggregate supply pool.

ARTICLE VIII
MISCELLANEOUS

- 8.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 8.2 The laws of the State of _____ shall govern the validity, construction, interpretation, and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- 8.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties except that in accordance with the provisions of Rate Schedule IT, and the General Terms and Conditions thereto, Delivery Points may be added or deleted and the Maximum Daily Delivery Quantity for any Delivery Point may be changed upon execution by Company and Shipper of a Revised Exhibit B to reflect said change(s).
- 8.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 8.5 Exhibits A, B, C, D, E, and/or F, if applicable, attached to this Agreement constitute a part of this Agreement and are incorporated herein.
- 8.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 348 Original Sheet No. 348 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

subject of this Agreement and to construct and operate any facilities necessary therefor. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within twelve (12) months from the date of the initial application therefor, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such twelve-month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U. S. Mail, for delivery by certified mail, return receipt requested.

- 8.7 (If applicable) This Agreement supersedes and cancels the Service Agreement (# _____) dated _____ between the parties hereto.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 349 First Revised Sheet No. 349 : Effective
Superseding: Original Sheet No. 349

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date
first written above by their respective duly authorized officers.

Attest\Witness:

SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

(SHIPPER)

By _____
Its _____

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 350 Second Revised Sheet No. 350 : Effective

Superseding: First Revised Sheet No. 350

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE IT

(Continued)

Service Agreement No. _____

EXHIBIT A
RECEIPT POINTS

All active Receipt Points on Company's pipeline system, a current list of which shall be maintained by Company on its SoNet Premier bulletin board.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 351 Second Revised Sheet No. 351 : Effective
Superseding: First Revised Sheet No. 351

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

Service Agreement No. _____

EXHIBIT B
DELIVERY POINTS

All active Delivery Points on Company's pipeline system, a current list of which shall be maintained by Company on its SoNet Premier bulletin board.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 352 First Revised Sheet No. 352 : Effective
Superseding: Original Sheet No. 352

Sheet reserved for future use.

Effective Date: / / Status: Effective
FERC Docket: RP94-148-000

First Revised Sheet No. 353 First Revised Sheet No. 353 : Effective
Superseding: Original Sheet No. 353

This sheet is reserved for future use.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-148-000

First Revised Sheet No. 354 First Revised Sheet No. 354 : Effective
Superseding: Original Sheet No. 354

This sheet is reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 355 Original Sheet No. 355 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

Service Agreement No. _____

EXHIBIT E
Discount Information

Discounted Transportation Rate: _____

Discounted Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

Original Sheet No. 355A Original Sheet No. 355A : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE IT
(Continued)

Service Agreement No. _____

EXHIBIT F
Negotiated Rate Information

Negotiated Transportation Rate: _____

Negotiated Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 11/01/2007 Status: Effective
FERC Docket: RP08- 52-000

Third Revised Sheet No. 356 Third Revised Sheet No. 356 : Effective
Superseding: Second Revised Sheet No. 356

Service Agreement No. _____
Authorization: _____

PRO FORMA

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to as "Shipper".

WITNESSETH

WHEREAS, Company has undertaken to provide a firm storage service under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations and Company's Rate Schedule CSS of its FERC Gas Tariff; and

WHEREAS, Shipper has requested storage service on a firm basis pursuant to Rate Schedule CSS and has submitted to Company a request for such storage service in compliance with Section 7 of Company's Rate Schedule CSS; and/or

WHEREAS, Shipper may acquire, from time to time, released firm storage capacity under Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff; and

WHEREAS, Company is willing to render firm storage service to Shipper pursuant to the provisions of Rate Schedule CSS, this Agreement and Part 284 of the Commission's Regulations.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

QUANTITY OF SERVICE

- 1.1 Subject to the terms and provisions of this Agreement and Company's Rate Schedule CSS and the General Terms and Conditions applicable thereto, Shipper has the right to maintain in Company's Storage fields under the terms of this Agreement an aggregate quantity of natural gas up to the Maximum Storage Quantity set forth on Exhibit A hereto or any effective Capacity Release Transaction. Company's obligation to accept gas at the Storage Point specified on Exhibit A hereto for injection into Storage on any day is limited

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 357 Third Revised Sheet No. 357 : Effective

Superseding: Second Revised Sheet No. 357

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

to the available Maximum Daily Injection Quantity (MDIQ) specified on Exhibit A or any effective Capacity Release Transaction.

- 1.2 Company shall redeliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate Schedule CSS, to Shipper or a third party designated by Shipper at the Storage Point described on Exhibit A hereto. Company's obligation to withdraw gas from Storage for delivery at the Storage Point on any day is limited to the available Maximum Daily Withdrawal Quantity (MDWQ) specified on Exhibit A or any effective Capacity Release Transaction and Shipper's Storage Inventory.
- 1.3 In the event Shipper is the successful bidder on released firm storage capacity under Section 22 of Company's General Terms and Conditions, Company will promptly finalize by means of SoNet Premier the Capacity Release Transaction. Upon the finalization of a Capacity Release Transaction, subject to the terms, conditions and limitations hereof and Company's Rate Schedule CSS, Company agrees to provide the released firm storage service to Shipper under Rate Schedule CSS, the General Terms and Conditions thereto, and this Agreement.

ARTICLE II

CONDITIONS OF SERVICE

- 2.1 It is recognized that the storage service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Company's Rate Schedule CSS, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule CSS, the terms of Rate Schedule CSS shall govern as to the point of conflict. Any limitation of storage service hereunder shall be in accordance with the priorities set out in Rate Schedule CSS.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions specifically made applicable to Company's Rate Schedule CSS, as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Commission of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule CSS.
- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions contained in Company's FERC Gas Tariff.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 358 Second Revised Sheet No. 358 : Effective

Superseding: First Revised Sheet No. 358

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE CSS

(Continued)

limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.

- 2.5 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the storage activities underway on the day of termination, to comply with the provisions of Section 7(f) of Rate Schedule CSS with respect to any of Shipper's gas remaining in Storage upon termination of this Agreement, to render reports, and to make payment for storage services rendered.

ARTICLE III

NOTICES

- 3.1 Except as provided in Section 6.6 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 359 First Revised Sheet No. 359 : Effective
Superseding: Original Sheet No. 359

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 360 First Revised Sheet No. 360 : Effective
Superseding: Original Sheet No. 360

Sheet reserved for future use.

Third Revised Sheet No. 361 Third Revised Sheet No. 361 : Effective
Superseding: Second Revised Sheet No. 361

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

ARTICLE IV
TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above and shall be in full force and effect for the primary term(s) set forth on Exhibit A hereto, if applicable, and shall continue and remain in force and effect for successive evergreen terms specified on Exhibit A hereto unless canceled by either party giving the required amount of written notice specified on Exhibit A to the other party prior to the end of the primary term(s) or any extension thereof.
- 4.2 In the event Shipper has not contracted for a Maximum Storage Quantity under this Agreement directly with Company, as set forth on Exhibit A hereto, then the term of this Agreement shall be effective as of the date first hereinabove written and shall remain in full force and effect for a primary term through the end of the month and month to month thereafter unless canceled by either party giving at least five (5) days written notice to the other party prior to the end of the primary term or any extension thereof, provided however, this agreement will automatically terminate if no nominations are requested during a period of 12 consecutive months. It is provided, however that this Agreement shall not terminate prior to the expiration of the effective date of any Capacity Release Transaction.

ARTICLE V
REMUNERATION

- 5.1 Shipper shall pay Company monthly the charges specified in Rate Schedule CSS for the storage services rendered hereunder or under each effective Capacity Release Transaction, as applicable. For service requested from Company under Rate Schedule CSS, Company shall notify Shipper as soon as practicable of the date service will commence hereunder, and if said date is not the first day of the month, the Deliverability Charge and Capacity Charge for the first month of service hereunder shall be adjusted to reflect only the actual number of days during said month that storage service is available. Company may agree from time to time to discount the rates charged Shipper for services provided hereunder in accordance with the

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

Third Revised Sheet No. 362 Third Revised Sheet No. 362 : Effective
Superseding: Second Revised Sheet No. 362

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

provisions of Rate Schedule CSS or the parties may agree to a Negotiated Rate for such services in accordance with the provisions of Rate Schedule CSS. Said discounted rates or negotiated rates shall be set forth on Exhibit C or Exhibit D, respectively, hereto and shall take precedence over the charges set forth in Rate Schedule CSS during the period in which they are in effect.

- 5.2 The rates and charges provided for under Rate Schedule CSS shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Shipper agrees that Company shall, without any further agreement by Shipper have the right to change from time to time, all or any part of Rate Schedule CSS or the General Terms and Conditions applicable thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable terms of service and rates under the Natural Gas Act. It is recognized, however, that once a Capacity Release Transaction has been awarded, Company cannot increase the Deliverability Charge or Capacity Charge to be paid by Shipper under that Capacity Release Transaction, unless in its bid the Acquiring Shipper has agreed to pay a percentage of the maximum tariff rate in effect and the maximum tariff rate increases during the term of the Capacity Release Transaction. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 5.2, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such rates or charges.

ARTICLE VI

MISCELLANEOUS

- 6.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 6.2 The laws of the State of _____ shall govern the validity, construction, interpretation, and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- 6.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 363 Third Revised Sheet No. 363 : Effective

Superseding: Second Revised Sheet No. 363

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

- 6.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto, either party may assign this Agreement to an affiliated company without the prior written consent of the other party, provided that the affiliated company is creditworthy pursuant to Section 2.1(d) of the General Terms and Conditions, but neither party may assign this Agreement to a nonaffiliated company without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 6.5 Exhibits A, B, and _____, attached to this Agreement constitute a part of this Agreement and are incorporated herein.
- 6.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement for firm storage capacity from Company, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the storage service which is the subject of this Agreement. Each party shall have the right to seek such governmental authorizations, as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within _____ months from the date of the initial FERC application therefore, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such _____-month period, but prior to the receipt of all such acceptable approvals. Company or Shipper may waive their rights to terminate this Agreement under this Section upon mutual agreement in writing. Such notice will be effective as of the date

Effective Date: 06/01/2007 Status: Effective

FERC Docket: RP07-419-000

Second Revised Sheet No. 364 Second Revised Sheet No. 364 : Effective
Superseding: First Revised Sheet No. 364

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.

6.7 (If applicable) This Agreement supersedes and cancels the Service Agreement
(# _____) dated _____ between the parties hereto.

6.8 (If applicable) In the event Shipper subscribes for off-system storage capacity,
Shipper shall pay the additional charges set forth on Exhibit "E" attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first
written above by the parties' respective duly authorized officers.

Attest/Witness: SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

Attest/Witness: (Shipper)

By _____
Its _____

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 365 Second Revised Sheet No. 365 : Effective
Superseding: First Revised Sheet No. 365

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

Service Agreement No. _____

EXHIBIT A

Storage Point	Service Type Code	MSQ (Mcf)	MDIQ (Mcf) (1)	MDWQ (Mcf) (1)	Start Date	Primary Term	Primary Notice Required	Evergreen Term	Evergreen Notice Required
Company's Muldon Storage Field located in Monroe County, Mississippi, and/or the Bear Creek Storage Field located in Bienville Parish, Louisiana.									

Total Maximum Storage Quantity: _____ Mcf

By: _____
(SHIPPER)

By: _____
SOUTHERN NATURAL GAS COMPANY

Effective Date: _____

- (1) Shipper's MDIQ and MDWQ shall be subject to adjustment each day based on the quantity of gas Shipper has in Storage pursuant to the ratchet percentages set forth in Rate Schedule CSS.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

First Revised Sheet No. 366 First Revised Sheet No. 366 : Effective
Superseding: First Sub. Original Sheet No. 366

This sheet is reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 367 First Revised Sheet No. 367 : Effective
Superseding: Original Sheet No. 367

Sheet reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 368 Original Sheet No. 368 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

Service Agreement No. _____

EXHIBIT C
Discount Information

Discounted Storage Rate(s): _____

Discounted Rate Effective From _____ to _____

(Shipper)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 06/01/2007 Status: Effective

FERC Docket: RP07-419-000

Second Revised Sheet No. 368A Second Revised Sheet No. 368A : Effective
Superseding: First Revised Sheet No. 368A

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

EXHIBIT E

OFFSYSTEM CAPACITY CHARGES

The following charges shall apply to Shipper for offsystem capacity contracted under this Service Agreement.

Package #	Service Type	Pipeline	Charge
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Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 368B First Revised Sheet No. 368B : Effective
Superseding: Original Sheet No. 368B

Sheet reserved for future use.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

Original Sheet No. 368.01 Original Sheet No. 368.01 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE CSS
(Continued)

Service Agreement No. _____

EXHIBIT D
Negotiated Rate Information

Negotiated Storage Rate(s): _____

Negotiated Rate Effective From _____ to _____

(Shipper)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

First Revised Sheet No. 369 First Revised Sheet No. 369 : Effective
Superseding: Original Sheet No. 369-379

This sheet supersedes and cancels the following sheets:

Original Sheet Nos. 369-379

These sheets are reserved for future use. They contained the Form of Service Agreement for Temporary Releases of Capacity under Rate Schedule CSS which has been merged with the revised Form of Service Agreement under Rate Schedule CSS herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 370 Original Sheet No. 370 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

effective, Acquiring Shipper may bid from time to time on proposed capacity releases under Rate Schedule CSS pursuant to the procedures set forth in Section 22 of Company's General Terms and Conditions. If at any time a bid submitted by Acquiring Shipper is deemed to be the best bid by Company with respect to a given offer to release firm storage capacity, Company will promptly finalize by means of SoNet the appropriate Addendum to this Agreement, in the format attached hereto. Upon finalization of such Addendum, Acquiring Shipper and Company agree that Acquiring Shipper shall be considered for all purposes as a Shipper with respect to the released service.

- 1.2 Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Company's Rate Schedule CSS, Company agrees to provide the released firm storage service for Acquiring Shipper under Rate Schedule CSS, the General Terms and Conditions thereto and this Agreement.
- 1.3 Acquiring Shipper hereby agrees to promptly provide any information necessary for Company to reevaluate Company's credit appraisal under Section 22.6(e) of Company's General Terms and Conditions and to advise Company of any material change in the information previously provided by the Acquiring Shipper to Company.
- 1.4 Subject to the terms and provisions of this Agreement and Company's Rate Schedule CSS and the General Terms and Conditions applicable thereto, Acquiring Shipper has the right to maintain in Company's Storage fields under the terms of this Agreement the Maximum Storage Quantity set forth on each Addendum hereto for the applicable term specified thereon. Company's obligation to accept gas for injection into Storage on any day is limited to the available Maximum Daily Injection Quantity (MDIQ) specified on each Addendum hereto.
- 1.5 Subject to the terms and provisions of this Agreement and Company's Rate Schedule CSS and the General Terms and Conditions applicable thereto, Company shall deliver to Acquiring Shipper from Storage a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 371 Original Sheet No. 371 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

Schedule CSS. Company's obligation to withdraw gas from Storage on any day is limited to the available Maximum Daily Withdrawal Quantity (MDWQ) specified on each Addendum hereto and Acquiring Shipper's Storage Inventory.

ARTICLE II

CONDITIONS OF SERVICE

- 2.1 It is recognized that the storage service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the terms of the Addenda attached hereto, the provisions of Company's Rate Schedule CSS, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. Any limitation of storage service hereunder shall be in accordance with the priorities set out in Rate Schedule CSS.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions specifically made applicable to Company's Rate Schedule CSS, as such conditions may be revised from time to time. Unless Acquiring Shipper requests otherwise, Company shall provide to Acquiring Shipper the filings Company makes at the Commission of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule CSS.
- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions contained in Company's FERC Gas Tariff.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Company and Acquiring Shipper shall be relieved of further obligation to the other

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 372 Original Sheet No. 372 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

party except to complete the storage activities underway on the day of termination, to comply with the provisions of Section 7(f) of Rate Schedule CSS with respect to any of Acquiring Shipper's gas remaining in Storage upon termination of this Agreement, to render reports, and to make payment for storage services rendered.

ARTICLE III

NOTICES

- 3.1 Notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile machine number stated below or such other addresses, telephone numbers or facsimile machine numbers as the parties shall respectively hereafter designate in writing from time to time:

Company: Notices and General Correspondence

Southern Natural Gas Company
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Transportation Services Department
Telephone No.: (205) _____
Facsimile Machine No.: (205) _____

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 373 Original Sheet No. 373 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact: _____

(2) Alternative Contact: _____

Payments

Southern Natural Gas Company
Post Office Box 102502
68 Annex
Atlanta, Georgia 30368

Acquiring Shipper:

Notices and General Correspondence

Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 374 Original Sheet No. 374 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - Limitations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contact:

(2) Alternative Contact:

Invoices

ARTICLE IV

TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above and shall be in full force and effect for a primary

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 375 Original Sheet No. 375 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

term of one (1) month and shall continue and remain in force and effect for successive terms of one (1) month each thereafter unless and until cancelled by either party giving five (5) days' written notice to the other party prior to the end of the primary term or any monthly extension thereof.

ARTICLE V

REMUNERATION

- 5.1 Acquiring Shipper shall pay Company monthly the Deliverability Charge and Capacity Charge specified in each of the Addenda attached hereto and all other charges as specified in Rate Schedule CSS for the storage services rendered hereunder.
- 5.2 The rates and charges provided for under Rate Schedule CSS shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed hereunder. Acquiring Shipper agrees that Company shall, without any further agreement by Acquiring Shipper have the right to change from time to time, all or any part of Rate Schedule CSS or the General Terms and Conditions applicable thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable terms of service and rates under the Natural Gas Act. It is recognized, however, that Company cannot increase the Deliverability Charge and Capacity Charge to be paid by Acquiring Shipper under any Addendum attached hereto. Nothing contained herein shall prejudice the rights of Acquiring Shipper to contest at any time the changes made pursuant to this Section 5.2, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such rates or charges.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 376 Original Sheet No. 376 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

ARTICLE VI

MISCELLANEOUS

- 6.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Acquiring Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 6.2 The laws of the State of Alabama shall govern the validity, construction, interpretation, and effect of this Agreement.
- 6.3 Except for the Addenda generated by Acquiring Shipper's successful bids for released capacity, no modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties.
- 6.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Subject to the provisions of Section 22 of the General Terms and Conditions applicable hereto, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.
- 6.5 Each Addendum attached to this Agreement constitutes a part of this Agreement and is incorporated herein.
- 6.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 377 Original Sheet No. 377 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first
written above by the parties' respective duly authorized officers.

Attest: SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

Attest: (ACQUIRING SHIPPER)

By _____
Its _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 378 Original Sheet No. 378 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

Offer No.: _____
Addendum No.: _____
Temporary Capacity Release Service
Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule CSS

Acquiring Shipper: _____

Releasing Shipper: _____

Releasing Shipper's Contract No.: _____

Effective Date of Release: _____ through _____

Is this capacity subject to right of recall? Yes _____ No _____
Recall Conditions (if applicable):

Rates: Check all that apply:

Monthly reservation charge _____
Volumetric reservation charge _____
Volume commitment _____
Reservation charge prorated for days of recall _____

Deliverability Charge \$ _____
Capacity Charge \$ _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 379 Original Sheet No. 379 : Effective

FORM OF SERVICE AGREEMENT
FOR TEMPORARY RELEASES OF CAPACITY
UNDER RATE SCHEDULE CSS
(Continued)

Addendum No. _____
Capacity Release
Rate Schedule CSS
(Continued)

Maximum Storage Quantity (MSQ): _____ (Mcf)

Maximum Daily Injection Quantity (MDIQ): _____ (Mcf)

Maximum Daily Withdrawal Quantity (MDWQ): _____ (Mcf)

This Addendum, entered into pursuant to Southern Natural Gas Company's capacity release program and the executed Temporary Capacity Release Service Agreement between Southern and the Acquiring Shipper, is heretofore made a part of and subject to the aforementioned Service Agreement.

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP08- 52-000

Third Revised Sheet No. 380 Third Revised Sheet No. 380 : Effective
Superseding: Second Revised Sheet No. 380

Service Agreement No. _____
Authorization: _____

PRO FORMA

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to as "Shipper".

WITNESSETH

WHEREAS, Company has undertaken to provide an interruptible storage service under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

WHEREAS, Shipper has requested storage service on an interruptible basis pursuant to Rate Schedule ISS and has submitted to Company a request for such storage service in compliance with Section 7 of Company's Rate Schedule ISS; and

WHEREAS, Company is willing to render interruptible storage service to Shipper pursuant to the provisions of Rate Schedule ISS, this Agreement and Part 284 of the Commission's Regulations.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I
STORAGE ACCOUNT

- 1.1 Subject to the terms and provisions of this Agreement and Company's Rate Schedule ISS and the General Terms and Conditions applicable thereto, to the extent Shipper or a third party delivers gas for injection into SHIPPER's ISS storage account, Company shall credit such injection, less the applicable fuel charge set forth in Rate Schedule ISS, to Shipper's Storage Inventory.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP00-514-000

Third Revised Sheet No. 381 Third Revised Sheet No. 381 : Effective
Superseding: Second Revised Sheet No. 381

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

- 1.2 Subject to the terms and provisions of this Agreement, Company's Rate Schedule ISS and General Terms and Conditions thereto, Company shall redeliver a thermally equivalent quantity of gas, less the applicable fuel charge as set forth in Rate Schedule ISS, to Shipper or a third party designated by Shipper at the Storage Point described in Rate Schedule ISS and shall deduct such redelivery and fuel from Shipper's Storage Inventory hereunder.

ARTICLE II

CONDITIONS OF SERVICE

- 2.1 It is recognized that the storage service hereunder is provided on an interruptible basis pursuant to, in accordance with and subject to the provisions of Company's Rate Schedule ISS, and the General Terms and Conditions thereto, which are contained in Company's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule ISS, the terms of Rate Schedule ISS shall govern as to the point of conflict. Any limitation of storage service hereunder shall be in accordance with the priorities set out in Rate Schedule ISS. Company makes no representation, assurance or warranty that capacity will be available for service hereunder and Shipper agrees that Company shall bear no responsibility or liability to any person if capacity does not exist on any day to provide service hereunder.
- 2.2 This Agreement shall be subject to all provisions of the General Terms and Conditions specifically applicable to Company's Rate Schedule ISS as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Commission of such provisions of the General Terms and Conditions or other matters relating to Rate Schedule ISS.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 382 Third Revised Sheet No. 382 : Effective
Superseding: Second Revised Sheet No. 382

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

- 2.3 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions contained in Company's FERC Gas Tariff.
- 2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.
- 2.5 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the storage activities underway on the day of termination, to comply with the provisions of Section 7(f) of Rate Schedule ISS with respect to any of Shipper's gas remaining in Storage upon termination of this Agreement, to render reports, and to make payment for storage services rendered.

ARTICLE III

NOTICES

- 3.1 Except as provided in Section 6.6 herein, notices hereunder shall be given by both parties pursuant to the provisions of Section 18 of the General Terms and Conditions to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 383 First Revised Sheet No. 383 : Effective
Superseding: Original Sheet No. 383

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 384 First Revised Sheet No. 384 : Effective
Superseding: Original Sheet No. 384

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 385 Third Revised Sheet No. 385 : Effective

Superseding: Second Revised Sheet No. 385

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE ISS

(Continued)

ARTICLE IV

TERM

- 4.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above and shall be in full force and effect for a primary term of _____ and shall continue and remain in force and effect for successive terms of _____ each thereafter unless and until cancelled by either party giving _____ written notice to the other party prior to the end of the primary term or any _____ extension thereof, provided however, this agreement will automatically terminate if no nominations are requested during a period of 12 consecutive months.

ARTICLE V

REMUNERATION

- 5.1 Shipper shall pay Company monthly the charges specified in Rate Schedule ISS for the storage services rendered hereunder. Company may agree to from time to time to discount the rate charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule ISS or the parties may agree to a Negotiated Rate for such services in accordance with the provisions of Rate Schedule ISS. Said discount charge or Negotiated Rates shall be set forth on Exhibit C or Exhibit D, respectively, hereto and shall take precedence over the charges set forth in Rate Schedule ISS during the period in which they are in effect.
- 5.2 The rates and charges provided for under Rate Schedule ISS shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding initiated by Company or applicable to the services performed

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 386 First Revised Sheet No. 386 : Effective

Superseding: Original Sheet No. 386

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE ISS

(Continued)

hereunder. Shipper agrees that Company shall, without any further agreement by Shipper have the right to change from time to time, all or any part of Rate Schedule ISS or the General Terms and Conditions applicable thereto, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable terms of service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 5.2, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such rates or charges.

ARTICLE VI

MISCELLANEOUS

- 6.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.
- 6.2 The laws of the State of _____ shall govern the validity, construction, interpretation, and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- 6.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties.
- 6.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

First Revised Sheet No. 387 First Revised Sheet No. 387 : Effective

Superseding: Original Sheet No. 387

FORM OF SERVICE AGREEMENT

UNDER RATE SCHEDULE ISS

(Continued)

- 6.5 Exhibit A, Exhibit B (if applicable), Exhibit C (if applicable), and Exhibit D (if applicable), attached to this Agreement constitute a part of this Agreement and are incorporated herein.
- 6.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the storage service which is the subject of this Agreement. Each party shall have the right to seek such governmental authorizations, as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within twelve (12) months from the date of the initial application therefor, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such twelve-month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.
- 6.7 (If applicable) This Agreement supersedes and cancels the Service Agreement (# _____) dated _____ between the parties hereto.

FERC Docket: RP04-494-000

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

Attest/Witness: SOUTHERN NATURAL GAS COMPANY

Attest/Witness: _____ (SHIPPER)

_____ By _____
Its _____

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Second Revised Sheet No. 389 Second Revised Sheet No. 389 : Effective
Superseding: First Revised Sheet No. 389

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

Service Agreement No. _____

EXHIBIT A

This exhibit is reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

First Revised Sheet No. 390 First Revised Sheet No. 390 : Effective
Superseding: Original Sheet No. 390

Sheet reserved for future use.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 10-003

Original Sheet No. 391 Original Sheet No. 391 : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

Service Agreement No. _____

EXHIBIT C
Discount Information

Discounted Storage Rate(s): _____

Discounted Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP01-205-000

Original Sheet No. 391A Original Sheet No. 391A : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
(Continued)

Service Agreement No. _____

EXHIBIT D
Negotiated Rate Information

Negotiated Storage Rate(s): _____

Negotiated Rate Effective From _____ to _____

(SHIPPER)

SOUTHERN NATURAL GAS COMPANY

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP08- 52-000

Fourth Revised Sheet No. 392 Fourth Revised Sheet No. 392 : Effective
Superseding: Third Revised Sheet No. 392

Agreement No. _____

PRO FORMA

LIQUEFIABLES TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____, by and between Southern Natural Gas Company, a Delaware general partnership, hereinafter referred to as "Company", and _____, a _____ corporation, hereinafter referred to as "Shipper".

WITNESSETH

WHEREAS, Company has undertaken to provide open-access transportation service under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

WHEREAS, Shipper has requested the transportation of liquefiabiles by Company pursuant to the terms of this Agreement for processing at the processing plant(a) specified herein and has submitted to Company a request for such service in compliance with Section 2 of the General Terms and Conditions contained in the current Volume No. 1 of Company's FERC Gas Tariff; and

WHEREAS, Company is willing to render such transportation service to Shipper pursuant to the provisions of this Agreement and Subpart G of Part 284 of the Commission's Regulations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

QUANTITY OF SERVICE

1.1 Subject to the terms and provisions of this Agreement and the General Terms and Conditions applicable thereto, Shipper agrees to deliver, or cause to be delivered, to Company at the Receipt Point(s) elected by Shipper upstream of the processing plant(s) the quantity of gas (in Dth) that Company schedules at such point(s) for transportation under this Agreement.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 393 Third Revised Sheet No. 393 : Effective
Superseding: Second Revised Sheet No. 393

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

Company's obligation to accept gas at any Receipt Point specified on Exhibit A hereto is limited to the Maximum Daily Receipt Quantity (MDRQ) specified in the General Terms and Conditions hereto.

1.2 Company shall redeliver a thermally equivalent quantity of gas to Shipper at the Delivery Point(s) to the processing plants described on Exhibit A hereto. Company's obligation to redeliver gas at any Delivery Point is limited to the Maximum Daily Delivery Quantity (MDDQ) specified in the General Terms and Conditions hereto.

ARTICLE II

CONDITIONS OF SERVICE

2.1 It is recognized that the hydrocarbons Shipper desires to have processed are produced at each Receipt Point in conjunction with the gas transported by Company under separate Service Agreements under its transportation rate schedules. The transportation services performed under this Agreement must be performed in conjunction with the transportation of such gas stream. In the event Company finds it necessary to allocate capacity in the facilities utilized for Shipper's service hereunder, the allocation of capacity to Shipper's Agreement shall be dependent on the allocation of capacity Company makes, pursuant to the terms of its FERC Gas Tariff, to the transportation agreement(s) under which the gas stream associated with Shipper's liquefiabiles is being transported. Company shall not change the quantities of gas it will transport hereunder during any day of transportation except upon four (4) hours' prior notice to Shipper.

2.2 At any time the processing plant to which Company is transporting liquefiabiles on Shipper's behalf is shut down, transportation under this Agreement shall be suspended during the period of shutdown.

2.3 Company makes no representation, assurance or warranty that capacity will be available on Company's pipeline system at any time and Shipper agrees that Company shall bear no responsibility or liability to any person if capacity does not exist on any day to provide service hereunder.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 394 Third Revised Sheet No. 394 : Effective

Superseding: Second Revised Sheet No. 394

PRO FORMA

LIQUEFIABLES TRANSPORTATION AGREEMENT

(Continued)

2.4 This Agreement shall be subject to all provisions of the General Terms and Conditions, except for Sections 10.2, 10.3, 12.1, 12.2, 13.2, 16.3, 17, 20, 21, 22, 23, 32-35, 41.2, and 41.3 and Appendices B, C, D, and G-J, as such conditions may be revised from time to time. Unless Shipper requests otherwise, Company shall provide to Shipper the filings Company makes at the Commission of such provisions of the General Terms and Conditions or other matters relating to this Agreement. In the event there is a conflict between the provisions of this Agreement and the applicable transportation rate schedule or the General Terms and Conditions, the provisions of this Agreement shall govern.

2.5 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions contained in Company's FERC Gas Tariff.

2.6 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement.

2.7 This Agreement is subject to the provisions of Subpart G of Part 284 of the Commissions' Regulations. Upon termination of this Agreement, Company and Shipper shall be relieved of further obligation to the other party except to complete the transportation activities underway on the day of termination, to comply with the provisions of Section 14 of the General Terms and Conditions with respect to the resolution of any imbalances accrued prior to termination of this Agreement, to render reports, and to make payment for transportation services rendered.

ARTICLE III

NOMINATIONS AND BALANCING

3.1 For purposes of nominating service hereunder, Shipper agrees that on a day when the gas stream associated with Shipper's liquefiabiles is scheduled by Company for transportation, Company will provide as a nomination on Shipper's behalf the historical quantity (in Dth) of liquefiabiles produced from the Receipt Point(s) attributable to the interest from which Shipper has retained or acquired the

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Fourth Revised Sheet No. 395 Fourth Revised Sheet No. 395 : Effective
Superseding: Third Revised Sheet No. 395

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

right to process such liquefiabiles. This historical daily volume shall be deemed to be Shipper's nomination under this Agreement for transportation to the processing plant(s) specified in Shipper's election on Exhibit A hereto until changed or adjusted by Company prospectively pursuant to an allocation of capacity under Section 2.1 above or an update of the historical plant volume reduction information utilized by Company. Shipper shall notify Company in writing, pursuant to the provisions of Section 5(b) of Rate Schedule IT, of the Receipt Points which it has dedicated to each processing plant prior to the date the gas is scheduled to flow from said Receipt Points. Such Receipt Points elected by Shipper shall constitute Exhibit A hereto from time to time.

3.2 Any imbalances accrued under this Agreement between the quantities received by Company for Shipper's account during a month and the volume of liquefiabiles processed for Shipper's account at the processing plant during a month shall be resolved pursuant to the provisions of Section 14 of the General Terms and Conditions.

ARTICLE IV

NOTICES

4.1 Except as provided in Section 8.6 herein, notices hereunder shall be given pursuant to the provisions of Section 18 of the General Terms and Conditions to a party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 396 Second Revised Sheet No. 396 : Effective
Superseding: First Revised Sheet No. 396

Sheet reserved for future use.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Third Revised Sheet No. 397 Third Revised Sheet No. 397 : Effective
Superseding: Second Revised Sheet No. 397

Sheet reserved for future use.

Effective Date: 03/01/2005 Status: Effective

FERC Docket: RP04-523-000

Fourth Revised Sheet No. 398 Fourth Revised Sheet No. 398 : Effective

Superseding: Third Revised Sheet No. 398

PRO FORMA

LIQUEFIABLES TRANSPORTATION AGREEMENT

(Continued)

ARTICLE V

TERM

5.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first written above and shall be in full force and effect for a primary term of _____ and shall continue and remain in force and effect for successive terms of _____ each thereafter unless and until cancelled by either party giving _____ written notice to the other party prior to the end of the primary term or any _____ extension thereof, provided however, this agreement will automatically terminate if this agreement is not utilized for processing liquefiab
12 consecutive months.

ARTICLE VI

REMUNERATION

6.1 For transportation services rendered for Shipper each month under this Agreement, Shipper shall pay Company monthly a sum equal to the applicable rate set forth on the currently effective Sheet Nos. 22 or 34 multiplied by the aggregate quantities of liquefiab
(in Dth) delivered for Shipper's account each day during the month.

6.2 In addition to the charges specified in Section 6.1 above, Shipper agrees to pay Company the following:

a) Any volumetric charges, surcharges or fuel applicable to firm and/or interruptible transportation services as set forth in Company's FERC Gas Tariff from time to time which are made applicable to the transportation service provided hereunder;

b) Any and all filing or other fees required in connection with transportation under this Agreement that Company is obligated to pay to the Commission or any other governmental authority having jurisdiction.

6.3 The rates and charges provided for under Agreement shall be subject to increase or decrease pursuant to any order issued by the Commission in any

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP98-363-000

Second Revised Sheet No. 399 Second Revised Sheet No. 399 : Effective
Superseding: First Revised Sheet No. 399

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

proceeding initiated by Company or applicable to the services performed hereunder. Shipper agrees that Company shall, without any further agreement by Shipper have the right to change from time to time, all or any part of its FERC Gas Tariff, including without limitation the right to change the rates and charges in effect hereunder, pursuant to Section 4(d) of the Natural Gas Act as may be deemed necessary by Company, in its reasonable judgment, to assure just and reasonable terms of service and rates under the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made pursuant to this Section 6.3, including the right to contest the rates or charges for the services provided under this Agreement, from time to time, in any rate proceedings by Company under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such rates or charges.

ARTICLE VII

CREDITWORTHINESS

7.1 If at any time Shipper is or becomes insolvent, or fails to demonstrate creditworthiness, or fails to make payments pursuant to Section 15 of the General Terms and Conditions, Shipper must provide to Company one of the following forms of credit to enter into or maintain in effect this Agreement: (a) a security deposit or other good and sufficient surety, as determined by Company in its reasonable discretion, in an amount equal to the cost of performing the maximum transportation service requested by Shipper for a three (3) month period; or (b) a guarantee from a creditworthy party that said party will be responsible for payment of all charges and penalties assessed by Company but not paid by Shipper hereunder.

ARTICLE VIII

MISCELLANEOUS

8.1 This Agreement constitutes the entire Agreement between the parties and no waiver by Company or Shipper of any default of either party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 400 Second Revised Sheet No. 400 : Effective
Superseding: First Revised Sheet No. 400

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

8.2 The laws of the State of _____ shall govern the validity, construction, interpretation, and effect of this Agreement, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.

8.3 No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties.

8.4 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.

8.5 Exhibit A attached to this Agreement constitutes a part of this Agreement and is incorporated herein.

8.6 This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Agreement. Each party shall have the right to seek such governmental authorizations, as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings. In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Company or Shipper within twelve (12) months from the date of the initial application therefor, then Company or Shipper may terminate this Agreement without further liability or obligation to the other party by giving written notice

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-494-000

Second Revised Sheet No. 401 Second Revised Sheet No. 401 : Effective
Superseding: First Revised Sheet No. 401

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

thereof at any time subsequent to the end of such twelve-month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.

8.7 (If applicable) This Agreement supersedes and cancels the Agreement (#
_____) dated _____ between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above by the parties' respective duly authorized officers.

Attest/Witness: SOUTHERN NATURAL GAS COMPANY

By _____
Its _____

Attest/Witness: (SHIPPER)

By _____
Its _____

Effective Date: 04/01/1999 Status: Effective
FERC Docket: RP98-363-000

Third Revised Sheet No. 402 Third Revised Sheet No. 402 : Effective
Superseding: Second Revised Sheet No. 402

PRO FORMA
LIQUEFIABLES TRANSPORTATION AGREEMENT
(Continued)

Service Agreement No. _____

EXHIBIT A

PROCESSING ELECTIONS

Receipt Point and Source	Interest Owner	Percent of Working Interest to be Processed (if less than 100%)	Delivery Point/ Processing Plant	Effective Months
-----	-----	-----	-----	-----

Shipper verifies that all processing arrangements are in place for the gas set forth above.

(SHIPPER)

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP98-363-000

Third Revised Sheet No. 403 Third Revised Sheet No. 403 : Effective
Superseding: Second Revised Sheet No. 403

This sheet is reserved for future use.

Effective Date: 09/01/1994 Status: Effective

FERC Docket: RP94-353-000

Original Sheet No. 403A Original Sheet No. 403A : Effective

PRO FORMA

PIPELINE BALANCING AGREEMENT

This AGREEMENT is made and entered into this 1st day of _____, 199__, between Southern Natural Gas Company ("Southern") and _____ ("Pipeline Operator"), collectively referred to as "Parties."

WHEREAS, the facilities operated by Southern and Pipeline Operator interconnect at the "Interconnection Point" specified on Exhibit A attached hereto; and

WHEREAS, Southern and Pipeline Operator have entered into one or more transportation agreements with various third party shippers whereby Southern receives and/or delivers gas at the Interconnection Point on behalf of such shippers and Pipeline Operator delivers and/or receives gas on behalf of such shippers at the Interconnection Point; and

WHEREAS, from time to time, gas quantities actually received and delivered at the Interconnection Point by each Party may be greater than or less than the confirmed nominated quantities scheduled for receipt and delivery at the Interconnection Point, resulting in over or under-deliveries relative to such scheduled quantities; and

WHEREAS, Southern and Pipeline Operator desire to allocate volumes transported by each Party to or from the Interconnection Point on behalf of their shippers based upon scheduled nominations and to allocate any difference between such scheduled daily nominations and actual daily receipts or deliveries at the Interconnection Point ("Pipeline Imbalance") to this Agreement; and

WHEREAS, Southern and Pipeline Operator desire to correct any Pipeline Imbalances pursuant to the procedures set forth herein; and

WHEREAS, Southern and Pipeline Operator desire to implement operating rules designed to encourage conduct that maintains a system balance on Southern and Pipeline Operator's systems and to facilitate the movement of gas for transportation by shippers.

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Original Sheet No. 403B Original Sheet No. 403B : Effective

PRO FORMA
PIPELINE BALANCING AGREEMENT
(Continued)

NOW THEREFORE, the Parties agree that such Pipeline Imbalances at the Interconnection Point shall be treated in the following manner:

ARTICLE I

NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Not later than 2:00 p.m. Birmingham, Alabama time on the business day prior to the beginning of the month in which service is to commence, Southern and Pipeline Operator shall confirm the quantities nominated to be received and delivered by the Parties at the Interconnection Point commencing on the first day of the month following the confirmation. Any modification or adjustment to such scheduled quantities must be confirmed by Southern and Pipeline Operator prior to the commencement of the revised service. Neither Party shall be obligated to revise the scheduled quantities in effect unless the other Party notifies it by 4:00 p.m. Birmingham, Alabama time on the day prior to the day the change in physical deliveries is to be made, unless the Parties mutually agree otherwise. Southern shall provide evidence of such scheduled quantities (in writing or by electronic means) by the day following such confirmation, unless mutually agreed to otherwise. If at any time during a month Pipeline Operator fails to respond to Southern's request to confirm the quantities to be received or delivered at the Interconnection Point, then Southern may, at its option, terminate this Agreement at the end of the current calendar month upon prior written notice to Pipeline Operator. If at any time during a month Southern fails to respond to Pipeline Operator's request to confirm the quantities to be delivered or received at the Interconnection Point, then Pipeline Operator may, at its option, terminate this Agreement at the end of the current calendar month upon prior written notice to Southern. The Parties also agree that the provisions of this Agreement apply to any scheduled deliveries or receipts by displacement at the Interconnection Point.
- 1.2 Allocations Based on Scheduled Nominations - The Parties intend that the volumes of natural gas actually delivered or received at the Interconnection Point will be equal to the confirmed nominations scheduled to be delivered

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First Revised Sheet No. 403C First Revised Sheet No. 403C : Effective
Superseding: Original Sheet No. 403c

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PIPELINE BALANCING AGREEMENT
(Continued)

or received. Pipeline Operator shall use all reasonable efforts to ensure that the quantities actually delivered or received by it at the Interconnection Point are equal to the scheduled nominations. Southern shall use all reasonable efforts to ensure that the quantities actually received or delivered by it at the Interconnection Point are equal to the scheduled nominations. Each Party agrees to allocate volumes to be delivered and received at the Interconnection Point each day to each Party's respective shippers based upon the scheduled nominations set forth in Section 1.1 above.

- 1.3 Allocation of Variances - The sum of the daily differences between the scheduled nominations set forth in Section 1.1 above for each day and the actual quantity delivered and/or received at the Interconnection Point on each day during the calendar month shall be the Monthly Pipeline Imbalance. Any Monthly Pipeline Imbalances will be resolved in accordance with Section 2.2 herein, unless mutually agreed otherwise.
- 1.4 Penalties - If Southern is experiencing operational difficulties because of the variance between scheduled nominations and actual flows at the Interconnection Point, Southern will give Pipeline Operator at least twenty-four (24) hours notice prior to the start of any contract day on which Pipeline Operator shall be subject to the following scheduling penalty if it varies the flow at the Interconnection Point from the total scheduled quantities of gas at the Interconnection Point on that day. If during a day when such notice is in effect the actual metered flows at such point vary by more than four percent (4%) from the total scheduled nominations, then Southern may charge Pipeline Operator a scheduling penalty equal to the maximum interruptible transportation rate under Southern's currently effective Volume No. 1 of its FERC Gas Tariff multiplied by each Dth of gas in excess of the allowed variance. If Southern has specified in its notice that scheduled services at the Interconnection Point are subject to limitation, then the penalty assessed on any such day hereunder shall be equal to \$15.00 per Dth multiplied by each Dth of gas in excess of the allowed variance. Southern will not assess a scheduling penalty to Pipeline Operator for any day in which the variance between the scheduled quantities of gas at the Interconnection Point and the actual metered flows is caused by operational conditions existing on Southern's system.

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First Revised Sheet No. 403D First Revised Sheet No. 403D : Effective
Superseding: Original Sheet No. 403d

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PIPELINE BALANCING AGREEMENT
(Continued)

- 1.5 Reports on Actual Deliveries - Actual deliveries and receipts at the Interconnection Point shall be determined by the measured volumes recorded at the Interconnection Point. Measurement of gas at the Interconnection Point shall be in accordance with the provisions of the currently effective FERC Gas Tariff of the Interconnection Point Operator set forth on Exhibit A hereto. Any gas received or delivered at the Interconnection Point shall be adjusted for variation in Btu content and shall be reported in Dth's unless the parties mutually agree otherwise. The Party that owns the primary measurement facilities at the Interconnection Point shall (a) allow the other Party to tie into such equipment to receive accurate electronic measurement data on a "real time" basis; and (b) provide to the other Party the measured volumes, adjusted for Btu content, recorded each day at the Interconnection Point within two business days thereafter, unless the Parties agree otherwise.
- 1.6 Capacity Constraints - Each Party shall be responsible for the scheduling and management of its respective pipeline capacity and pipeline system constraints at the Interconnection Point. In the event that a capacity constraint occurs on either Party's pipeline system which results in the curtailment or limitation of quantities through the Interconnection Point, the Party on whose system the constraint has occurred shall determine the change in scheduled quantities for its shippers. Such change in scheduled quantities shall be confirmed in writing pursuant to the provisions of Paragraph 1.1 above. If the constraint occurs at the Interconnection Point, the Party that operates the measurement facilities at the Interconnection Point shall be deemed to have the constraint on its system.
- 1.7 Operational Integrity - Nothing in this Agreement shall limit Southern's or Pipeline Operator's ability to mutually agree to take action as may be required to adjust deliveries or receipts of gas at the Interconnection Point in order to alleviate conditions which threaten the integrity of either pipeline system.
- 1.8 Hourly Rate - The Parties agree that confirmed nominations scheduled to be received and delivered will occur at a uniform hourly rate or at an hourly rate agreeable to both Parties as communicated by each Party's appropriate confirmation representative or gas dispatching department.

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Superseding: Original Sheet No. 403e

PRO FORMA
PIPELINE BALANCING AGREEMENT
(Continued)

ARTICLE II

CORRECTION AND RESOLUTION OF PIPELINE IMBALANCES

- 2.1 Corrections in Flow Rates During A Month - Adjustments in nominations and/or scheduled deliveries or receipts at the Interconnection Point shall be made by Pipeline Operator and Southern during the transportation month, if necessary, to control imbalance levels by confirming such adjustments with the other Party pursuant to the procedures established in Section 1.1. If either Party fails to take such corrective action, the other Party may, upon prior written notice, terminate this Agreement at the end of the current calendar month.
- 2.2 Resolution of Imbalances -
- (a) Each Monthly Pipeline Imbalance shall be resolved in the following month by dividing the Monthly Pipeline Imbalance by the actual Dth's metered during the month at the Interconnection Point. Such percentage determined above shall be Pipeline Operator's Net Imbalance Percentage for the month and shall be used to resolve Pipeline Operator's Monthly Pipeline Imbalance as follows:
- (i) If the Monthly Pipeline Imbalance results from either (A) the total net quantities of gas delivered by Pipeline Operator at the Interconnection Point during the month being greater than the total of scheduled nominations, or (B) the total net quantities of gas delivered by Southern at the Interconnection Point during the month being less than the total scheduled nominations, Southern shall pay Pipeline Operator for its Monthly Pipeline Imbalance (per Dth) at the following

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Second Revised Sheet No. 403F Second Revised Sheet No. 403F : Effective
Superseding: First Revised Sheet No. 403F

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prices specified for each stated percentage level up to its Net
Imbalance Percentage:

Imbalance Percentage	Percentage of Index Price
0 to 5%	100%
> 5 to 10%	85%
>10 to 15%	75%
>15 to 20%	60%
>20%	50%

- (ii) If the Monthly Pipeline Imbalance results from either (A) the total net quantities of gas delivered by Pipeline Operator at the Interconnection Point during the month being less than the total scheduled nominations, or (B) the total net quantities of gas delivered by Southern at the Interconnection Point during the month being greater than the total scheduled nominations, Pipeline Operator shall pay Southern for Pipeline Operator's Monthly Pipeline Imbalance (per Dth) at the following prices for each stated percentage level up to its Net Imbalance Percentage:

Imbalance Percentage	Percentage of Index Price
0 to 5%	100%
> 5 to 10%	115%
>10 to 15%	125%
>15 to 20%	140%
>20%	150%

- (b) The Index Price shall be determined pursuant to the procedures set forth in Section 14.1 of the General Terms and Conditions to Southern's FERC Gas Tariff. It is further agreed that in addition to the foregoing, Pipeline Operator shall pay Southern an

PRO FORMA
PIPELINE BALANCING AGREEMENT
(Continued)

amount equal to Southern's maximum transportation rate under Rate Schedule IT of its FERC Gas Tariff, plus applicable surcharges, per Dth of gas taken by Pipeline Operator during the month in excess of total scheduled nominations at the Interconnection Point.

- (c) It is agreed that in the event Southern owes Pipeline Operator any payments under Section 2.2(a)(i) above from a previous month which are past due, Pipeline Operator shall have the right hereunder to offset payments it owes to Southern under Section 2.2(a)(ii) above by such past due amounts (inclusive of interest). It is agreed that in the event Pipeline Operator owes Southern any payments under Section 2.2(a)(ii) above from a previous month which are past due, Southern shall have the right hereunder to offset payments it owes to Pipeline Operator under Section 2.2(a)(i) above by such past due amounts (inclusive of interest).
- (d) The Parties agree that _____ will be responsible for billing the "cash out" amounts under this Agreement. Actual metered volumes, adjusted for actual Btu content, shall be used for purposes of determining the Monthly Pipeline Imbalance at the Interconnection Point. Along with the invoice, _____ shall tender to the other Party a Monthly Pipeline Imbalance Statement that contains information substantially similar to that shown in Exhibit B attached hereto.

- 2.3 Corrections in Subsequent Periods - If either Party discovers any measurement errors in the actual metered quantities of gas delivered and received at the Interconnection Point which are required to be corrected by the measuring Party's FERC Gas Tariff, then such error shall be corrected in the current calendar month by adding to the Monthly Pipeline Imbalance Statement an adjustment reflecting the measurement errors. Such adjustment in volumes resulting from such measurement errors shall be cashed out by multiplying the adjustment by the lesser of (i) 100% of the Index Price for the month in which the measurement error occurred, or (ii) 100% of the Index Price for the month in which the measurement error was discovered. The correction of such measurement error on Pipeline Operator's Monthly Imbalance Statement also

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(Continued)

will reflect any transportation charges owed by Pipeline Operator under Section 2.2(b) above or credits owed by Southern to Pipeline Operator to correct previous transportation charges. No adjustments of actual metered quantities shall be made after two (2) years from the month in which they were measured unless otherwise agreed to by the Parties.

ARTICLE III

TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term through _____, and shall continue thereafter on a month-to-month basis unless cancelled by either Party upon at least forty-eight (48) hours prior written notice to the other Party prior to the end of the primary term or any month thereafter with any such termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Monthly Pipeline Imbalance accrued during the term of the Agreement shall be corrected by the imbalance resolution procedures set forth in Section 2.2 above.

ARTICLE IV

MISCELLANEOUS

- 4.1 Warranties - Pipeline Operator warrants (i) that it has the right to allocate all receipts and/or deliveries at the Interconnection Point(s) in accordance with this Agreement, and (ii) that it will indemnify and save Southern harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas on Pipeline Operator's system hereunder. Southern warrants (i) that it has the right to allocate all deliveries and/or receipts at the Interconnection Point(s) in accordance with this Agreement, and (ii) that it

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PIPELINE BALANCING AGREEMENT
(Continued)

will indemnify and save Pipeline Operator harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas on Southern's system hereunder.

- 4.2 Governing Bodies - This agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules, orders, statutes and regulations of any duly authorized Federal, State or other government agency having jurisdiction.
- 4.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
- 4.4 Billings and Payments - Bills and payments which are due hereunder shall be tendered in accordance with the billing and payment terms of the billing Party's FERC Gas Tariff, unless the Parties agree otherwise.
- 4.5 Third Party Beneficiaries - No person, firm or corporation which is not a party hereto shall have any legal or equitable right, remedy or claim under this Agreement or any provision herein. Nothing herein is intended to or shall establish any third party beneficiaries to this Agreement.
- 4.6 Pipeline Operations - Neither Party shall have any obligation to alter its pipeline pressures, provide compression or modify its pipeline operations to eliminate any Pipeline Imbalance hereunder.
- 4.7 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in the currently effective Volume No. 1 of Southern's FERC Gas Tariff shall be incorporated as part of this Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement is not intended to modify or waive any rights or obligations either Party may have under its FERC Gas Tariff, as such may be revised from time to time.

Effective Date: 10/01/2004 Status: Effective

FERC Docket: RP04-523-000

Second Revised Sheet No. 403J Second Revised Sheet No. 403J : Effective

Superseding: First Revised Sheet No. 403J

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(Continued)

- 4.8 Creditworthiness - Southern or Pipeline Operator may make an inquiry into the other Party's creditworthiness and obtain adequate assurances of each's solvency and ability to perform under this Agreement. In this regard, upon request, Pipeline Operator and Southern agree to supply each other with credit information from time to time including, but not limited to, three (3) credit references and either their most recent audited or otherwise verified financial statement, annual report, Form 10-K or alternate credit information sufficient to demonstrate that they will be able to meet their financial obligations under this Agreement. The Parties acknowledge that Southern or Pipeline Operator may terminate this Agreement at the end of the current calendar month upon prior written notice to the other Party hereto if they do not receive the information sought by the requesting Party which assures that Party of Pipeline Operator's or Southern's solvency and ability to continue to perform its obligations under this Agreement.
- 4.9 Assignability - This Agreement shall not be assignable by either Party.
- 4.10 Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of _____, without giving effect to any conflict of laws doctrine that would apply the laws of another jurisdiction.
- 4.11 Superseding Agreement - The terms of this Agreement shall supersede the terms of any other balancing agreement between Southern and Pipeline Operator with regard to the allocation of gas at the Interconnection Point and the resolution of the Monthly Pipeline Imbalance. No modifications or amendments to this Agreement shall be valid or enforceable unless such modifications or amendments are stated in writing and validly executed by both Parties.
- 4.12 Exhibits - Exhibits A and B attached hereto constitute part of this Agreement and are incorporated herein by reference.
- 4.13 Notices - Except as otherwise provided herein or in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be given to the respective party as provided on Appendix E to the General Terms and Conditions,

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Superseding: Original Sheet No. 403K

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(Continued)

or such other address as either Party may later designate in writing.

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First Revised Sheet No. 403L First Revised Sheet No. 403L : Effective
Superseding: Original Sheet No. 403L

PRO FORMA
PIPELINE BALANCING AGREEMENT
(Continued)

The Parties' respective signatures below hereby evidence their agreement to this Pipeline
Balancing Agreement as of the date first written above.

Witness:

BY: _____

ITS: _____

Witness:

SOUTHERN NATURAL GAS COMPANY

BY: _____

ITS: _____

Effective Date: 09/01/1994 Status: Effective
FERC Docket: RP94-353-000

Original Sheet No. 403M Original Sheet No. 403M : Effective

PRO FORMA
PIPELINE BALANCING AGREEMENT
(Continued)

EXHIBIT A

Interconnection Point(s)	Southern's Point Code(s)	Pipeline Operators Point Code(s)
(Description)	_____	_____
Interconnection Point Operator:	_____	_____
	_____	_____
Interconnection Point Owner:	_____	_____
	_____	_____

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FERC Docket: RP97-125-000

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Superseding: Original Sheet No. 403n

EXHIBIT B

Monthly Pipeline Imbalance Statement
Pipeline Balancing Agreement
Dated: _____

(PIPELINE OPERATOR)

SOUTHERN NATURAL GAS COMPANY

Meter Nos.: _____
Agreement No.: _____
Service Month/Yr.: _____
Preparer's Name: _____
Date Prepared: _____

Phone No.: _____

Southern Shipper Name	Southern Contract	Corresponding Pipeline Operator Contract and/or Shipper Name	Scheduled Nominations (Dth)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL NOMINATIONS			(A) _____
ACTUAL QUANTITY DELIVERED, Dth			(B) _____
CURRENT MONTHLY PIPELINE IMBALANCE, Dth			(A) - (B) = (C) _____
MONTHLY INDEX PRICE PER Dth			(D) \$ _____
AMOUNT DUE PIPELINE OPERATOR (+) OR DUE SOUTHERN (-)			(D) x (C) \$ _____

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First Revised Sheet No. 4030 First Revised Sheet No. 4030 : Effective
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Sheet reserved for future use.

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FERC Docket: RP04-523-000

Eighth Revised Sheet No. 404 Eighth Revised Sheet No. 404 : Effective
Superseding: Seventh Revised Sheet No. 404

RESERVED FOR FUTURE USE

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Sixth Revised Sheet No. 405 Sixth Revised Sheet No. 405 : Effective
Superseding: Fifth Revised Sheet No. 405

RESERVED FOR FUTURE USE

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Eighth Revised Sheet No. 406 Eighth Revised Sheet No. 406 : Effective

Superseding: Seventh Revised Sheet No. 406

RESERVED FOR FUTURE USE

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Sixth Revised Sheet No. 407 Sixth Revised Sheet No. 407 : Effective

Superseding: Fifth Revised Sheet No. 407

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Fifth Revised Sheet No. 407A Fifth Revised Sheet No. 407A : Effective

Superseding: Fourth Revised Sheet No. 407A

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Seventh Revised Sheet No. 408 Seventh Revised Sheet No. 408 : Effective

Superseding: Sixth Revised Sheet No. 408

RESERVED FOR FUTURE USE

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Fourth Revised Sheet No. 409 Fourth Revised Sheet No. 409 : Effective
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Fifth Revised Sheet No. 410 Fifth Revised Sheet No. 410 : Effective

Superseding: Fourth Revised Sheet No. 410

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Fourth Revised Sheet No. 411 Fourth Revised Sheet No. 411 : Effective
Superseding: Third Revised Sheet No. 411

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Third Revised Sheet No. 412 Third Revised Sheet No. 412 : Effective
Superseding: Second Revised Sheet No. 412

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Third Revised Sheet No. 413 Third Revised Sheet No. 413 : Effective
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Superseding: Original Sheet No. 413A

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Third Revised Sheet No. 414 Third Revised Sheet No. 414 : Effective
Superseding: Second Revised Sheet No. 414

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Third Revised Sheet No. 415 Third Revised Sheet No. 415 : Effective

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Second Revised Sheet No. 416 Second Revised Sheet No. 416 : Effective

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Third Revised Sheet No. 417 Third Revised Sheet No. 417 : Effective

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Superseding: First Revised Sheet No. 420

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First Revised Sheet No. 424 First Revised Sheet No. 424 : Effective
Superseding: Original Sheet No. 424

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service

THIS AGREEMENT entered into this _____ day of _____, _____,
by and between SOUTHERN NATURAL GAS COMPANY, a Delaware general partnership,
hereinafter referred to as "Company," first party, and
_____, a _____ corporation,
hereinafter referred to as "Shipper," second party,

W I T N E S S E T H

WHEREAS, Company is an interstate pipeline, as defined in Section 2(15)
of the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Company has agreed to provide Shipper with park and loan
service in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
PARK AND LOAN SERVICE

- 1.1 PARKS - Subject to the terms and provisions of this agreement
(including Exhibit A hereto) and of Company's Rate Schedule PAL,
Shipper agrees to deliver or cause gas to be delivered to Company
and Company agrees to (a) the receipt of a quantity of gas
(Parked Quantity), equal to the Daily Quantity specified in
Exhibit A, on behalf of Shipper at the applicable Point of
Transaction (PT) on Company's system; (b) hold the Parked
Quantity on Company's system; and (c) deliver, upon nomination by
Shipper, the Parked Quantity to Shipper at the same PT. SHIPPER
shall receive or deliver gas from or to Company at the PT by
delivering the scheduled volumes to or from a supply pool under a
Supply Pool Balancing Agreement or to or from a Service Agreement
under Rate Schedule FT, FT-NN or IT. Shipper shall make any
necessary arrangements with Company or third parties to receive
or deliver gas to Company at the PT; provided, however, that such
arrangements shall be compatible with the operating conditions of
Company's pipeline system and shall provide for coordinated
scheduling with Company. Any gas which has been parked at a PT
must be nominated to a supply pool or a transportation agreement
which has capacity in the same zone as the PT.

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FERC Docket: RP01-242-000

Original Sheet No. 425 Original Sheet No. 425 : Effective

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

- 1.2 LOANS - Subject to the terms and conditions of this agreement (including Exhibit A hereto) and of Company's Rate Schedule PAL, Company shall make available to Shipper at the specified PT on an interruptible basis a quantity of gas to be loaned to Shipper for a time period up to the maximum term specified in Exhibit A hereto. Shipper shall return the loaned quantities of gas to Company at the PT where Shipper received the loaned gas.
- 1.3 Service rendered hereunder shall be interruptible, which shall be subject to limitation or interruption at Company's reasonable discretion. In the event Company is unable to provide the level of Park or Loan Service requested by all Shippers under Rate Schedule PAL, then Company shall allocate available Park or Loan Service among such Shippers in accordance with Section 5.1 of Company's Rate Schedule PAL.
- 1.4 COMPANY and SHIPPER shall execute a new Exhibit A for each park or loan service agreed to hereunder. Each Exhibit A shall set forth a deal number for each transaction, which SHIPPER shall use when nominating its service thereunder.

ARTICLE II
TERM OF AGREEMENT

- 2.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for a primary term of _____ and shall continue and remain in force and effect for successive terms of _____ each thereafter unless and until cancelled by either party giving _____ written notice to the other party prior to the end of the primary term or any _____ extension thereof.
- 2.2 Company shall have the right to discontinue service under this Agreement in accordance with Section 15.3 of the General Terms and Conditions hereto.

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FERC Docket: RP04-494-000

First Revised Sheet No. 425A First Revised Sheet No. 425A : Effective
Superseding: Original Sheet No. 425A

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

ARTICLE III
RATE SCHEDULE AND PRICE

- 3.1 RATES - Shipper shall pay Company for service hereunder in accordance with Company's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Company's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. Except as provided to the contrary in any written or electronic agreement(s) between Company and Shipper in effect during the term of this Agreement, Shipper shall pay Company the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Company's FERC Gas Tariff and in this Rate Schedule. Company may agree from time to time to discount the rates charged Shipper for services provided hereunder or Company may agree to a negotiated rate. Such discounted or negotiated charges shall be set forth on Exhibit A hereto and shall take precedence over the charges set forth in Rate Schedule PAL during the period in which they are in effect.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 426 Original Sheet No. 426 : Effective

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

3.1 (Continued)

Any discounted rate granted by COMPANY hereunder shall be a rate between the applicable minimum and maximum rate.

3.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Company for any filing or similar fees, which have not been previously paid by Shipper, which Company incurs in rendering service hereunder.

3.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Company's Rate Schedule PAL, (b) the rate schedule pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to such rate schedule. Company agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE IV
BILLINGS AND PAYMENTS

Company shall bill and Shipper shall pay all rates and charges in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 427 Original Sheet No. 427 : Effective

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

ARTICLE V
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Company's Rate Schedule PAL and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VI
REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VII
RESPONSIBILITY DURING PAL

Except as herein specified, the responsibility for gas for the duration of the park or loan service shall be as stated in the General Terms and Conditions of Company's FERC Gas Tariff Volume No. 1.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

First Revised Sheet No. 428 First Revised Sheet No. 428 : Effective
Superseding: Original Sheet No. 428

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park Service
(Continued)

ARTICLE VIII
WARRANTIES

- 8.1 In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following: (a) Shipper warrants that all upstream and downstream pooling and transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised, if necessary, the upstream and downstream parties of this Agreement and any quantity limitations for each PT. Shipper agrees to indemnify and hold Company harmless for refusal to provide parking service hereunder in the event any upstream or downstream party fails to receive or deliver gas as contemplated by this Agreement; (b) Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 8.2 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE IX
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be given to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses provided by the parties on Appendix E to the General Terms and Conditions

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-494-000

First Revised Sheet No. 429 First Revised Sheet No. 429 : Effective
Superseding: Original Sheet No. 429

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

or to such other address as either Party shall designate by prior written notice to the other.

ARTICLE X
ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XI
MISCELLANEOUS

- 12.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF _____, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS DOCTRINE THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.
- 12.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 430 Original Sheet No. 430 : Effective

Service Agreement No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

- 12.3 Unless otherwise expressly provided in this Agreement or Company's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Shipper has submitted a request for change and COMPANY has agreed to such change.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

SOUTHERN NATURAL GAS COMPANY

By: _____
Title: _____
Date: _____

SHIPPER

By: _____
Title: _____
Date: _____

Effective Date: 09/01/2009 Status: Effective

FERC Docket: RP09-427-001

Third Revised Sheet No. 431 Third Revised Sheet No. 431

Superseding: Second Revised Sheet No. 431

Service Agreement No. _____

Transaction No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

Exhibit A

Reference is made to that PAL Service Agreement by and between Company
and _____ (Shipper), dated _____,
_____.

Company and Shipper, pursuant to the referenced service agreement, agree
to the following terms:

Term of PAL Agreement*:

Service beginning on _____, _____
Service ending on _____, _____

Daily Charge:

Point of Transaction _____
Total Quantity _____

Schedule for Service**:

Beginning Date	Ending Date	Daily Quantity Delivered to Company Dth	Daily Quantity Received from Company Dth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special terms and conditions:

*If SHIPPER's account balance is not zero on the last day of the agreed upon
term as set forth in this PAL Agreement and it is operationally feasible,
COMPANY and SHIPPER may mutually agree to extend the agreed upon term in order
to reach a zero balance.

** The daily quantity of gas delivered to or from COMPANY on a daily basis
shall equal the agreed upon daily quantity of gas set forth in this PAL
Agreement unless otherwise mutually agreed upon by both COMPANY and SHIPPER.

Effective Date: 09/01/2009 Status: Suspended

FERC Docket: RP09-427-000

Second Revised Sheet No. 431 Second Revised Sheet No. 431

Superseding: First Revised Sheet No. 431

Service Agreement No. _____

Transaction No. _____

FORM OF SERVICE AGREEMENT
Under Rate Schedule PAL
Park and Loan Service
(Continued)

Exhibit A

Reference is made to that PAL Service Agreement by and between Company
and _____ (Shipper), dated _____,
_____.

Company and Shipper, pursuant to the referenced service agreement, agree
to the following terms:

Term of PAL Agreement*:

Service beginning on _____, _____

Service ending on _____, _____

Daily Charge:

Point of Transaction _____

Total Quantity _____

Schedule for Service**:

Beginning Date	Ending Date	Daily Quantity Delivered to Company Dth	Daily Quantity Received from Company Dth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special terms and conditions:

*If SHIPPER's account balance is not zero on the last day of the agreed upon
term as set forth in this PAL Agreement and it is operationally feasible,
COMPANY and SHIPPER may mutually agree to extend the agreed upon term in order
to reach a zero balance.

** The daily quantity of gas delivered to or from COMPANY on a daily basis
shall equal the agreed upon daily quantity of gas set forth in this PAL
Agreement unless otherwise mutually agreed upon by both COMPANY and SHIPPER.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP01-242-000

Original Sheet No. 432 Original Sheet No. 432 : Effective

Service Agreement No. _____

Transaction No. _____

FORM OF SERVICE AGREEMENT

Under Rate Schedule PAL

Park and Loan Service

(Continued)

Exhibit A (Cont.)

If you are in agreement, please indicate by executing below.

SOUTHERN NATURAL GAS COMPANY

(Company)

By _____

(Shipper)

By _____

