Texas Gas Pipe Line Corporation: Third Revised Volume No. 1 Title Page : Effective

FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1

(SUPERSEDES SECOND REVISED VOLUME NO. 1)

of

TEXAS GAS PIPE LINE CORPORATION

filed with the

Federal Energy Regulatory Commission

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PRELIMINARY STATEMENT

Texas Gas Pipe Line Corporation is a natural gas company owning pipe line facilities located in Texas. Gas is purchased in the State of Texas and is sold to Transcontinental Gas Pipe Line Corporation and Texas Eastern Transmission Corporation. Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 3 Substitute Original Sheet No. 3 : Effective Superseding: Original Sheet No. 3

Map is contained in hard copy filing.

Effective Date: 08/01/1990 Status: Effective FERC Docket: TQ90-3-58-000 First Revised Sheet No. 4 First Revised Sheet No. 4 : Effective Superseding: Original Sheet No. 4

TEXAS GAS PIPE LINE CORPORATION

Statement of Effective Rates

The rates set forth below are applicable to Texas Gas Pipe Line Corporation Rate Schedules as they now exist or as they may be lawfully changed from time to time.

Notice of Purchased Gas Cost Adjustment Rate Change

Rate Schedule	Base Tariff Rate 1/		Cumulative Adjust- ment	Surcharge Adjust- ment		Adjust-	Total
G-1 (14.65 Commodity C Purchase Gas Gathering Transpor- tation	harge 188.59> 15.94>	(14.48)>	(14.48>)	(0.19>)	0.00>	0.00>	173.92> 15.94> 12.71>
TOTAL	217.24>						202.57>
G-2 (14.65 Commodity C Purchase Gas Gathering Transpor- tation	harge 188.59> 15.94>	(14.48)>	(14.48>)	(0.19>)	0.00>	0.00>	173.92> 15.94> 12.71>
TOTAL	217.24>						202.57>

Estimated average cost of gas in last scheduled PGA: 174.11>/Mcf at 14.65 psia

Current estimated average cost of gas in latest PGA (rate currently being charged): 174.11 >/Mcf (14.65 psia)

1/ The base tariff rate is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

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RATE SCHEDULE G-2

1. AVAILABILITY

This rate schedule is available to Transcontinental Gas Pipe Line Corporation (hereinafter called Buyer) for the purchase of natural gas from Texas Gas Pipe Line Corporation (hereinafter called Seller) in the State of Texas.

2. APPLICABILITY

This rate schedule shall apply to all gas sold by Seller to Buyer. Deliveries on any day up to the Daily Contract Maximum specified by the executed service agreement shall be considered firm.

3. RATE

The rate shall be per MCF delivered by Seller to Buyer. The unit rate shall be as set forth from time to time in the currently effective Sheet No. 4 of this FERC Gas Tariff, Third Revised Volume No.1, which rate is incorporated herein by reference.

4. MINIMUM ANNUAL BILL

The minimum annual bill shall be on a calendar year basis (or any part thereof during which this provision is effective) and the amount due, if any, shall be equal to the products of (a) and (b) below:

- (a) The rate specified in Section 3 of this rate schedule, excluding those variable costs associated with gas not taken by the Buyer included in such rate;
- (b) the volume, if any, by which the minimum annual volume (computed by multiplying 75% of the applicable Daily Contract Maximum by the number of days during the calendar year that the applicable Daily Contract Maximum was in effect) exceeds the volume of gas received and purchased by Buyer from Seller under this Rate Schedule during the calendar year or an applicable part thereof.

Seller shall render a statement to Buyer of any payments due, if any, under this provision for the preceding calendar year on or before each February 15th and Buyer shall pay such amount within _____days of receipt of such statement.

In no event, however, shall Buyer be required by the specified minimum annual bill to pay for any gas not taken by it unless Seller shall have such quantities of gas available for delivery; nor shall Buyer be required to pay for any gas not taken by it when such failure to take has been caused by Force Majeure conditions as specified in Section 8 of the General Terms and Conditions.

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RATE SCHEDULE G-2 (Cont'd)

5. MINIMUM ANNUAL BILL AND ADJUSTMENT

If on any day when called upon by Buyer, Seller fails to deliver any quantities requested by Buyer up to the Daily Contract Maximum, then the minimum Annual Bill during the year in which such failure occurs shall be reduced by an amount computed by multiplying the total of the quantities of gas which Seller failed to deliver of the quantities requested by Buyer on any day or days during such year by the above specified rate.

6. DAILY CONTRACT MAXIMUM

The Daily Contract Maximum shall be the volume of gas specified in the executed Service Agreement between Seller and Buyer.

7. HOURLY AND DAILY RATES OF TAKE

Consistent with the operation of Seller's pipeline system, Buyer shall take and Seller shall deliver gas as nearly as practical at uniform hourly rates of flow as requested by Buyer.

8. HEAT CONTENT ADJUSTMENT

If the heating value of gas delivered by Seller to Buyer shall be below 1,000 Btu per cubic foot, the charges otherwise payable for such gas shall be reduced by a quantity determined by multiplying the charges otherwise payable for such gas by a fraction whose numerator shall be the deficiency in heating value per cubic foot below 1,000 Btu and whose denominator shall be 1,000.

9. MEASUREMENT BASE

Refer to Section 2.1 of the General Terms and Conditions.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this rate schedule and are hereby made a part thereof.

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RATE SCHEDULE G-1

1. AVAILABILITY

This rate schedule is available to Texas Eastern Transmission Corporation (hereinafter called Buyer) for the purchase of natural gas from Texas Gas Pipe Line Corporation (hereinafter called Seller) in the State of Texas.

2. APPLICABILITY

This rate schedule shall apply to all gas sold by Seller to Buyer. Deliveries on any day up to the Daily Contract Maximum specified by the executed service agreement shall be considered firm.

3. RATE

The rate shall be per Mcf delivered by Seller to Buyer. The unit rate shall be as set forth from time to time in the currently effective Sheet No. 4 of this FERC Gas Tariff, Third Revised Volume No. 1, which rate is incorporated herein by reference.

4. MINIMUM ANNUAL BILL

The minimum annual bill shall be on a calendar year basis (or any part thereof during which this provision is effective) and the amount due, if any, shall be equal to the products of (a) and (b) below:

- (a) The rate specified in Section 3 of this rate schedule, excluding those variable costs associated with gas not taken by the Buyer included in such rate;
- (b) the volume, if any, by which the minimum annual volume (computed by multiplying 75% of the applicable Daily Contract Maximum by the number of days during the calendar year that the applicable Daily Contract Maximum was in effect) exceeds the volume of gas received and purchased by Buyer from Seller under this Rate Schedule during the calendar year or any applicable part thereof.

Seller shall render a statement to Buyer of any payments due, if any, under this provision for the preceding calender year on or before each February 15th and Buyer shall pay such amount within days of receipt of such statement.

In no event, however, shall Buyer be required by the specified minimum annual bill to pay for any gas not taken by it unless Seller shall have such quantities of gas available for delivery; nor shall Buyer be required to pay for any gas not taken by it when such failure to take has been caused by Force Majeure conditions as specified in Section 8 of the General Terms and Conditions. Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 8 original Sheet No. 8 : Effective

RATE SCHEDULE G-1 (Cont'd)

5. MINIMUM ANNUAL BILL AND ADJUSTMENT

If on any day when called upon by Buyer, Seller fails to deliver any quantities requested by Buyer up to the Daily Contract Maximum, then the minimum Annual Bill during the year in which such failure occurs shall be reduced by an amount computed by multiplying the total of the quantities of gas which Seller failed to deliver of the quantities requested by Buyer on any day or days during such year by the above specified rate.

6. DAILY CONTRACT MAXIMUM

The Daily Contract Maximum shall be the volume of gas specified in the executed Service Agreement between Seller and Buyer.

7. HOURLY AND DAILY RATES OF TAKE

Consistent with the operation of Seller's pipeline system, Buyer shall take and Seller shall deliver gas as nearly as practical at uniform hourly rates of flow as requested by Buyer.

8. HEAT CONTENT ADJUSTMENT

If the heating value of gas delivered by Seller to Buyer shall be below 1,000 Btu per cubic foot, the charges otherwise payable for such gas shall be reduced by a quantity determined by multiplying the charges otherwise payable for such gas by a fraction whose numerator shall be the deficiency in heating value per cubic foot below 1,000 Btu and whose denominator shall be 1,000.

9. MEASUREMENT BASE

Refer to Section 2.1 of the General Terms and Conditions.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this rate schedule and are hereby made a part hereof.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. Day. The word "day" shall mean a period 24 consecutive hours beginning and ending at 7:00 o'clock A.M., Central Standard Time.
- 1.2 Month. The word "month" shall mean a period beginning at 7:00 o'clock A.M. on the first day of a calendar month and ending at 7:00 o'clock A.M. on the first day of the next succeeding calendar month.
- 1.3 Year. The word "year" shall mean a period of 12 months beginning at 7:00 o'clock A.M. January 1 and ending at 7:00 o'clock A.M. on the following January 1.
- 1.4 Mcf. The term "Mcf" shall mean one thousand cubic feet of natural gas as determined on the measurement basis set forth in Section 2 of these General Terms and Conditions.
- 1.5 Btu. The term "Btu" shall mean British Thermal Unit.
- 2. MEASUREMENTS
 - 2.1 Unit of Volume. The unit of volume for purposes of measurement shall be one cubic foot of gas at a temperature of 60 degrees Fahrenheit and at a pressure of 14.65 pounds per square inch absolute.
 - 2.2 Assumed Atmospheric Pressure. For purposes of measurement and meter calibration, the atmospheric pressure shall be assumed to be constant at 14.7 pounds per square inch.
 - 2.3 Temperature and Specific Gravity. The temperature and the specific gravity of the gas flowing into the meter shall be respectively determined by the continuous use of a recording thermometer and of a recording gravitometer, or by other methods mutually agreeable by either party, so installed that the one may properly record the temperature and the other the specific gravity of the gas flowing through the meter. The arithmetical average of the hourly temperature and of the hourly specific gravity recorded during each day shall be respectively used to make proper corrections in volume computations.
 - 2.4 Computations. Volume computations shall be made in accordance with American Gas Association Gas Measurement Committee Report No. 3 in its entirety and as amended from time to time.

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GENERAL TERMS AND CONDITIONS (Cont'd)

2. MEASUREMENTS (Cont'd)

- Deviations from Boyle's Law. The deviations of the gas from 2.5 Boyle's Law at the pressure and temperatures under which the gas is delivered to Buyer shall be determined by joint tests to be made at or about the date of first delivery, and thereafter whenever changes in producing conditions at contract requirements may require. The apparatus and the methods to be used in making such tests shall follow the practices established and published under the title "1947 Proceedings of the Southwestern Natural Gas Measurement Short Course" by the University of Oklahoma, or by such other methods as may be mutually agreed upon by Seller and Buyer. Each test shall determine the corrections to be used in computations for the measurement of gas delivered by Seller to Buyer until the next test; however, if the result of such test varies not more than five-tenths of one percent from the tables of American Gas Measurement Committee Report No. 3, then these tables will be used to compute the daily volumes delivered.
- 2.6 Heating Value. The heating value per cubic foot of the gas shall be determined for gas at a temperature of 60 degrees Fahrenheit, saturated with water vapor and at an absolute pressure equivalent to 30 inches of mercury at 32 degrees Fahrenheit. The heating value shall be determined from time to time as deemed necessary in practice by the arithmetical average of the records of a recording calorimeter of an approved type, or by such other methods as may be mutually agreed upon by Seller and Buyer.
- 3. MEASURING EQUIPMENT
 - 3.1 Installation and Operation. Rate Schedule G-2:

Buyer shall install, maintain and operate at or near the point of delivery orifice meters and other auxiliary measuring equipment necessary in Buyer's judgment, to accomplish accurate measurement of the gas to be delivered by Seller to Buyer.

Rate Schedule G-1: Seller shall install, maintain and operate at or near the point of delivery, orifice meters and other auxiliary measuring equipment necessary in Seller's judgment, to accomplish accurate measurement of the gas to be delivered by Seller to Buyer.

The measuring equipment so installed under Rate Schedule G-1 and Rate Schedule G-2 shall be installed and operated in accordance with American Gas Association Gas Measurement Committee Report No. 3 in its entirety, and as amended from time to time, or by any other method, commonly used in the industry and mutually acceptable.

3.2 Check Measuring Equipment. Either party may, at its option, install and operate check measuring equipment to check the accuracy of the other party's measurements; such equipment to be of the same or similar type and to be installed and operated so that it will not interfere with the operation of the other party's facilities Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 11 Substitute Original Sheet No. 11 : Effective Superseding: Original Sheet No. 11

GENERAL TERMS AND CONDITIONS (Cont'd)

MEASURING EQUIPMENT (Cont'd)

- 3.3 Access to Measuring Equipment. Seller and Buyer shall have access at reasonable times during business hours to the other party's measuring equipment, but the reading, calibrating, and adjustments thereof and the changing of charts shall be done by the party operating such metering equipment, its employees and agents.
- 3.4 Test and Calibration of Meters. The accuracy of the meters and check meters if installed, and of other auxiliary measuring equipment operated by either of the parties, shall be verified at necessary intervals and at least once a month in the presence of representatives of both parties and the calibration and adjustment of such measuring equipment shall be jointly observed by such representatives. Upon request by either party for special test of any meter or auxiliary measuring equipment, the other party agrees to cooperate in securing immediate verification of the accuracy of such measuring equipment and joint observation of any adjustments to be made thereon. Advance notice of the time of each test shall be given by the party desiring such test in order that the other party may conveniently arrange to be represented at such test.
- 3.5 Corrections of Metering Errors. If upon any test, Buyer's meter or Seller's meter is found to be inaccurate by less than two percent, previous readings thereof shall be considered correct, but such meter shall be adjusted at once to read correctly. If such meter is found to be inaccurate by two per cent or more, previous readings thereof shall be corrected to zero error for the period of time during which the meter was known, or agreed by Seller and Buyer, to be inaccurate; and in the event the extent of such period of inaccuracy is not known or agreed upon then such corrections shall be made for a period of ne-half the elapsed time since the date of the last preceding test which correction period shall not exceed sixteen days.
- 3.6 Failure of Meter. In the event the meter is out of service or registering inaccurately the volume of gas delivered by Seller to Buyer shall be estimated (a) by using the registration of any check meter or meters if installed and accurately registering, or, in their absence, (b) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither such method is feasible, (c) by estimating the quantity of delivery by deliveries during a period under similar conditions when the meter was registering accurately, or by any other method agreed upon.
- 3.7 Preservation of Meter Charts and Records. Seller and Buyer shall cause to be preserved all test data, charts and other similar records for a period of at least three years or such lesser period as may be permitted by applicable rules of regulatory agencies having jurisdiction.

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GENERAL TERMS AND CONDITIONS (Cont'd)

4. QUALITY

- 4.1 Gas to be Merchantable. The gas delivered by Seller to Buyer shall be merchantable natural gas, at all times complying with the quality requirements specified below.
- 4.2 Processing. Seller may extract or permit the extraction of hydrocarbons, other than methane, from the gas delivered to Buyer, and shall have the right to remove such methane as is necessarily removed from the gas in recovering other constituents; provided that Seller by such processing shall not reduce the total heating value per cubic foot below 1,000 Btu and provided that by such extraction the gas will not be rendered incapable of meeting any of the other quality specifications set forth in this Section 4 of the General Terms and Conditions.
- 4.3 Heating Value. The gas delivered by Seller to Buyer shall have a total heating value of not less than 1,000 Btu per cubic foot. If the heating value of any gas tendered by Seller for delivery shall be below 1,000 Btu per cubic foot, Buyer shall have the option to:
 - (a) Refuse to accept delivery of such gas, or
 (b) Accept delivery thereof, in which event, the charges otherwise payable shall be adjusted as provided by the Heat Content Adjustment of the applicable rate schedule.
- 4.4 Freedom from Objectionable Matter. The natural gas to be delivered by Seller to Buyer:
 - (a) shall be commercially free from dust, gums, water, crude oil, impurities and other objectionable substances which may become separated from the gas and interfere with its transmission through Buyer's pipeline system;
 - (b) shall be commercially free from hydrogen sulphide, containing not more than three-tenths grains of hydrogen sulphide per 100 cubic feet as determined by a cadmium sulphate test after presence of hydrogen sulphide has been indicated by qualitative test, which test shall consist of exposing a strip of white filter paper recently moistened with a solution of 100 grains of lead acetate in 100 cubic centimeters of water, to be exposed to the gas for one and one-half minutes in an apparatus previously purged, through which the gas is flowing at the rate of approximately five cubic feet per hour, the gas not impinging from the jet upon the test paper, and which qualitative test shall be deemed to be satisfied if, after this exposure the test paper is found not distinctly darker than a second paper freshly moistened with a solution not exposed to the gas;
 - (c) shall not contain more than nine grains of total sulphur per 100 cubic feet;

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GENERAL TERMS AND CONDITIONS (Cont'd)

QUALITY (Cont'd)

- (d) shall contain not in excess of three per cent by volume of carbon dioxide and/or nitrogen, nor more than two-tenths of one per cent by volume of oxygen;
- two-tenths of one per cent by volume of oxygen;(e) shall contain not in excess of seven pounds of water per 1,000,000 cubic feet of gas;
- (f) gas delivered in Texas shall not contain liquefiable hydrocarbons commonly referred to as natural gasoline (as determined by absorption methods as prescribed from time to time by the Natural Gasoline Association of America or a successor association) in excess of two-tenths (0.2) gallons per Mcf of gas.

5. OWNERSHIP OF GAS

Title to the gas delivered by Seller to Buyer shall pass to and vest in Buyer at the point of delivery.

6. WARRANTY OF TITLE

Seller warrants title to the gas sold to Buyer; the right of Seller to sell the same; and Seller warrants that all such gas is owned by Seller free from all liens and adverse claims; including liens to secure payment of production taxes, severance taxes, and other taxes. Seller shall indemnify Buyer and save 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 to said gas or to royalties, taxes, license fees or charges thereon which may be levied and assessed upon the sale thereof to Buyer. In the event of any adverse claim of any character whatsoever being asserted in respect to any of said gas, Buyer may retain as security for the performance of Seller's obligations with respect to such claim under this section, the purchase price thereof up to the amount of such claim without interest until such claim has been finally determined or until Seller shall have furnished bond to Buyer conditioned for the protection of Buyer with respect to such claim.

- 7. BILLING AND PAYMENT
 - 7.1 Payment by Buyer. Rate schedule G-1: On or before the 10th day of each calendar month, Seller shall render a statement to Buyer, showing the amount of gas delivered by Seller to Buyer during the preceding calendar month. Buyer shall make

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GENERAL TERMS AND CONDITIONS (Cont'd)

BILLING AND PAYMENT (Cont'd)

payment to Seller on or before the 20th day of each calendar month for all gas delivered during the preceding month as shown by Seller's statement. If presentation of Seller's statement is delayed after the 10th day of the calendar month, then the time of payment shall be extended accordingly unless Buyer is responsible for such delay.

Rate Schedule G-2: On or before the 20th day of each calendar month, Buyer shall render a statement to Seller, showing the amount of gas delivered by Seller to Buyer during the preceding calendar month, together with check in the amount due therefor and with sufficient information to explain and support computations made by Buyer

- 7.2 Interest on Unpaid Amounts. Should Buyer fail to pay the full amount due Seller when the same is due, interest at the rate of six percent (6%) may accrue on any unpaid amounts from the date when such payment is due until the same is paid. If such failure to pay continues for 60 days, Seller shall have the right, upon obtaining any necessary authorizations from regulatory bodies having jurisdiction, to suspend deliveries of gas to Buyer, but the exercise of right shall be in addition to any and all other remedies available to Seller.
- 7.3 Access to Data. Buyer and Seller shall have the right at all reasonable times to examine the books, records, and charts of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to any of the provisions of this tariff or any executed agreement between the parties.
- 8. FORCE MAJEURE

Neither Seller nor Buyer shall be liable for damages to the other for any act, omission or circumstances occasioned by, or in connection with or as a consequence of, any acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, floods, storms, fires, washouts, arrests, and restraints of rules and peoples, civil disturbances, explosions, breakage, or accident to machinery or lines of pipe, hydrate obstructions of lines of pipe, temporary failure of gas supply, freezing of wells or delivery facilities, well blowouts, Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 15 Substitute Original Sheet No. 15 : Effective Superseding: Original Sheet No. 15

GENERAL AND CONDITIONS (Cont'd)

8. FORCE MAJEURE (Cont'd)

craterings, and the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, 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, but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of opposing parties when such course is inadvisable in the discretion of the party having the difficulty.

Such causes or contingencies affecting the performance by either Buyer or Seller, however, shall not relieve such party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance relieve any party from its obligations to make payments of amounts then due, nor shall such causes or contingencies relieve any party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on, and like notice shall be given upon termination of such force majeure conditions.

9. GOVERNMENTAL AUTHORITY

This tariff and any agreement between Seller and Buyer shall be subject to all valid applicable state, federal and local laws, rules and regulations and all such laws, regulations and rules shall be presumed by the parties to be valid unless and until a court of competent jurisdiction shall hold otherwise with respect thereto.

10. ARBITRATION

Any controversy between Seller and Buyer arising under this tariff or the agreement executed between the parties, and not resolved by agreement or cognizable under the jurisdiction of the Federal Energy Regulatory Commission, shall be determined by a board of arbitration upon notice of submission given by either party to the other, which notice shall name one arbitrator. Within 10 working days after the receipt of such notice the other party shall name the second arbitrator, or failing to do so the party giving Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 16 Substitute Original Sheet No. 16 : Effective Superseding: Original Sheet No. 16

GENERAL TERMS AND CONDITIONS (Cont'd)

10. ARBITRATION (Cont'd)

notice shall name the second. The two arbitrators so appointed shall name the third, or failing to do so, the third arbitrator may be appointed by the senior judge (in service) of the United States District Court for the District in which the sale is made.

The arbitrators selected to act hereunder shall be qualified by education and experience to pass on the particular question in dispute. If an engineering question is involved, qualified engineers shall be appointed and similar procedures shall be followed in connection with other questions. The arbitrators so appointed shall promptly hear and determine (after due notice of hearing and giving the parties a reasonable opportunity to be heard) the questions submitted, and shall render their decision within 60 days after appointment of the third arbitrator. If within said period a decision is not rendered by the board, or majority thereof, new arbitrators may be named and shall act hereunder at the election of either Buyer or Seller in like manner as if none had been previously named.

The decision of the arbitrators, or the majority thereof, made in writing, shall be final and binding upon Seller and Buyer as to the questions submitted and Buyer and Seller shall abide by and comply with such decision. The expenses of arbitration, including reasonable compensation to the arbitrators, shall be borne equally by Seller and Buyer, except that each party shall bear the compensation and expenses of its own counsel, witnesses and employees.

11. SERVICE AGREEMENT

Buyer and Seller shall execute a service agreement in the form contained in this tariff.

- 12. PURCHASED GAS COST ADJUSTMENTS
 - 12.1 For the purpose of establishing a continuing basis upon which changes in the purchase cost of gas resold under Seller's rate schedules can be reflected in Seller's rates, the rates set forth under the heading "Base Tariff Rate" on Sheet No. 4 of this tariff, as changed from time to time pursuant to the provisions of the Natural Gas Act, shall constitute the Base Tariff Rates.

Section 12.2 through Section 12.17 hereof set forth the terms and conditions under which Seller may increase and shall decrease its rates for its jurisdictional sales of gas on and after June 1, 1990, to reflect changes in Seller's cost of purchased gas. Seller shall use the unit of sales method to reflect changes in Seller's cost of purchased gas

12.2 The Base Tariff Rates shown on Sheet No. 4 of this tariff shall be subject to adjustment to reflect changes in Seller's cost of gas purchased from its suppliers, which adjustments shall be designated Current Adjustments. Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 17 Substitute Original Sheet No. 17 : Effective Superseding: Original Sheet No. 17

GENERAL TERMS AND CONDITIONS (Cont,d)

- 12. PURCHASED GAS COST ADJUSTMENTS (Cont'd)
 - 12.3 Current Adjustments, as derived pursuant to Section 12.4 hereof, shall be placed in effect as of June 1, 1990, and thereafter as of the effective date of Seller's next annual or quarterly Purchased Gas Adjustment filing with the Federal Energy Regulatory Commission (Commission) as the case may be, subject to Seller's right to make interim adjustment rate changes as set forth in Section 12.15 hereof; provided, however, that no Current Adjustment shall be made effective unless the absolute value of such Current Adjustment equals or exceeds one mill per Mcf. Seller shall file an annual Purchased Gas Adjustment filing with the Commission effective as of November 1 of each year (Annual Effective Date) and shall file three quarterly Purchased Gas Adjustment filings with the Commission effective as of February 1, May 1, and August 1 of each year (Quarterly Effective Dates).
 - 12.4 The Current Adjustment for each three (3) month period commencing with each annual or quarterly effective date shall be derived by the seller in the following manner:
 - (a) The Projected Total Cost of Purchased Gas to be supplied in Seller's System for such period shall be the sum of the projected purchased gas costs for such period determined with respect to each supplier in accordance with Section 154.305(c)(1) of the Commission's regulations including nonconcurrent exchange transactions priced pursuant to Section 154.305(j).
 - (b) The Weighted Average Projected Purchased Gas Costs (WAPPGC) for a period shall be determined by dividing the Projected Total Cost of Purchased Gas determined in (a) above by the total volume of gas Seller expects to sell during the period.
 - (c) Seller shall only project its purchased gas costs for purposes of (a) and (b) above based on gas supply attached to Seller's System as of the date the Current Adjustment becomes effective.
 - (d) The Current Adjustment applicable to such period is equal to the difference between the current WAPPGC and the WAPPGC reflected in the effective period of Seller's last scheduled Purchase Gas Adjustment filing.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 18 Substitute Original Sheet No. 18 : Effective Superseding: Original Sheet No. 18

GENERAL TERMS AND CONDITIONS (Cont'd)

- 12. PURCHASED GAS COST ADJUSTMENT (Cont'd)
 - 12.5 Subject to the provisions of Section 12.3 hereof, at least sixty (60) days prior to Seller's Annual Effective Date or at least thirty (30) days prior to the applicable Quarterly Effective Date of the Seller, as the case may be, Seller shall file with the Commission and post a Purchased Gas Adjustment filing. Seller's annual Purchased Gas Adjustment filing shall contain (i) a revised Sheet No. 4 to this tariff in the format set forth in Sections 154.33(d) and 154.305(a) of the Commission's regulations, (ii) a report containing detailed computations showing the derivation of the Current Adjustment and Surcharge Adjustment to be applied as reflected in the revised Sheet No. 4, and (iii) a report containing statements regarding Seller's purchasing patterns. Seller's quarterly Purchased Gas Adjustment filings shall contain (i) a revised Sheet No. 4 to this tariff in the format set forth in Sections 154.33(d) and 154.308(b) of the Commissions regulations, and (ii) a report containing detailed computations showing the derivation of the Current Adjustment to be applied as reflected on the revised Sheet No. 4. Sheet No. 4 filed with Seller's annual and quarterly Purchased Gas Adjustment filings shall show for each of Seller's rate schedules the Base Tariff Rate, Current Adjustment, Cumulative Adjustment, and any Surcharge Adjustment, GRI Adjustment or Other Adjustments which may be applicable. The Base Tariff Rate adjusted to reflect the Cumulative Adjustment, and any Surcharge Adjustment, GRI Adjustment, or Other Adjustments which may be applicable, shall be the Total Rate for Purchased Gas under the specified rate schedules on the date set forth in Sheet 4. At the same time Seller files its annual or quarterly Purchased Gas Adjustment filing, Seller shall serve a copy of such filing on each of its jurisdictional customers and interested state commissions.
 - 12.6 Seller shall establish an Unrecovered Purchased Gas Costs Account No. 191 and record therein for each month of the applicable deferral period increases and decreases in its cost of purchased gas computed according to Section 12.8 hereof. The deferral period shall be the twelve (12) calendar month period ending each June 30.
 - 12.7 For each month of the applicable deferral period Seller shall determine the amount of unrecovered purchased gas cost to be recorded in the current deferral subaccount of the Unrecovered Purchased Gas Costs Account No. 191 in the following manner:

(a) The unrecovered purchased gas cost for each month shall be the difference between (a) the Actual cost of Purchased gas for that month and (b) that portion of Seller's revenues for that month determined by multiplying (1) that portion of Seller's effective rates for its sales which is based on the cost of purchased gas by (2) the actual volumes sold during that month.

(b) The Actual Cost of Purchased Gas for each calendar month shall be the actual cost of gas purchased during that month

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 19 Substitute Original Sheet No. 19 : Effective Superseding: Original Sheet No. 19

GENERAL TERMS AND CONDITIONS (Cont,d)

12. PURCHASED GAS COST ADJUSTMENT (Cont'd)

as defined by Section 154.302(j) of the Commission's regulations and any amounts recorded for that month for nonconcurrent exchange transactions. The Actual Cost of Purchased Gas shall be increased or decreased, as appropriate, to adjust for exchange transactions and transportation imbalances in accordance with Section 154.305(j) of the Commission's regulations.

(c) In addition to the costs computed under (a) and (b) above, the current deferral subaccount balance may include adjustments to a prior month's actual cost of gas purchased, transfers from the refund subaccount, transfers of unamortized balances after the related surcharge recovery period has expired, and carrying charges.

- 12.8 Seller shall determine from its Unrecovered Purchased Gas Costs Account for each deferral period the debit or credit balance to be recovered or returned by Surcharge Adjustments. The Surcharge Adjustment necessary to amortize the balance shall be computed to the nearest 1/100 cent by dividing the amount in the current deferral subaccount by the forecast sales under the affected rates during the succeeding surcharge recovery period. The resulting Surcharge Adjustment will be in effect for the applicable surcharge recovery period. For each twelve (12) month deferral period the surcharge recovery period shall be the succeeding twelve (12) calendar month period commencing on the effective date of Seller's annual Purchased Gas Adjustment filing (November 1).
- 12.9 Seller shall submit to the Commission an assessment of past performance at the same time as it submits its annual Purchased Gas Adjustment filing, or as otherwise required by the Commission. The assessment shall be developed, and the amount of gas costs which require specific Commission approval for surcharge recovery shall be determined, in accordance with Section 154.306 of the Commission's regulations.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 20 Substitute Original Sheet No. 20 : Effective Superseding: Original Sheet No. 20

GENERAL TERMS AND CONDITIONS (Cont'd)

- 12. PURCHASED GAS COST ADJUSTMENT (Cont'd)
 - 12.10 Seller shall return to its jurisdictional customers the jurisdictional portion of all refunds or revenue credits, including billing adjustments under Sections 270.101(e) and 273.302 of the Commission's regulations, and all interest computed on these amounts received from Seller's suppliers for its purchases of gas. Seller shall return such amounts by establishing a separately identified refund subaccount of Account No. 191. During a deferral period Seller shall (i) credit the refund subaccount with the jurisdictional portion of all refunds, revenue credits, and the related interest received; (ii) debit the refund subaccount with billing adjustments received beyond sixty (60) days of the end of the month in which the gas purchases were made and received (out-of-period billing adjustments); and (iii) debit if the refund subaccount balance is a debit balance, or credit if the refund subaccount balance is a credit balance, the carrying charges computed under Section 154.305(h) of the Commission's regulations.
 - 12.11 Seller shall make a cash disbursement to its jurisdictional customers of the total refund subaccount balance, if the refund subaccount balance is a credit balance which equals or exceeds an amount which is the lesser of: (i) \$2 million, or
 - (ii) 1 cent per Mcf determined by dividing the monthly ending refund subaccount balance by the quantity of Seller's most recent twelve (12) months of actual jurisdictional sales.

Seller shall make such disbursement within 90 days of the end of the month in which Seller receives a refund, revenue credit, or billing adjustment which causes the refund subaccount balance to reach the foregoing threshold disbursement level. Refund amounts will be disbursed to jurisdictional customers in accordance with Sections 154.305(i)(2)(i) or 154.305(i)(2)(ii) of the Commission's regulations, as appropriate.

- 12.12 Seller shall debit the refund subaccount for any amounts disbursed in cash. If there is a balance of refunds, revenue credits, and associated carrying charges remaining in the refund subaccount at the end of a deferral period, and that balance is a debit balance, Seller shall transfer the amounts to the current deferral subaccount balance of Account No. 191 to be amortized through the Surcharge Adjustment. If, however, the remaining refund subaccount balance is a credit balance, Seller will either (i) make a cash refund to its jurisdictional customers, or (ii) transfer the amounts to the current deferral subaccount balance of Account No. 191 to be amortized through the Surcharge Adjustment.
- 12.13 When Seller files its annual Purchased Gas Adjustment filing, it will also file a refund report with the Commission showing all computations of the refunds, revenue credits, and associated carrying charges disbursed in cash during the applicable deferral period.
- 12.14 Seller shall compute carrying charges on the Account No. 191 balance. To compute such carrying charges Seller shall

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 21 original Sheet No. 21 : Effective

GENERAL TERMS AND CONDITIONS (Cont'd)

12. PURCHASED GAS COST ADJUSTMENT (Cont'd)

multiply the carrying charge rate specified in Section 154.305(h)(4) of the Commission's regulations by the appropriate carrying charge base specified in Section 154.305(h)(3) of said regulations. The carrying charges so computed shall be compounded on a calendar quarter basis as specified in Section 154.67(c)(2)(iii)(B) of the Commission's regulations. Seller shall monthly debit carrying charges to Account No. 191 if the appropriate carrying charges to Account No. 191 if the appropriate carrying charges to Account No. 191 if the appropriate carrying charges to a ccount No. 191 if the appropriate carrying charges to a ccount No. 191 if the appropriate carrying charges to a ccount No. 191 if the appropriate carrying charge base is a credit (negative).

- 12.15 Seller may at any time from time to time, at its sole discretion, file interim rate adjustments to its Base Tariff Rates, in addition to its annual and quarterly Purchased Gas Adjustment filings. An interim rate adjustment filed by Seller shall be limited to those changes to the cost of gas established in Seller's last scheduled Purchase Gas Adjustment filing that Seller has a reasonable basis for assuming will actually occur. An interim rate adjustment may be either an increase or a decrease from its current average cost of gas purchased; provided, however, any interim rate adjustment filed by Seller shall be based on a projected average cost of purchased gas that is less than the projected average cost of purchased gas reflected in Seller's last scheduled Purchased Gas Adjustment filing.
- 12.16 Seller shall file an interim rate adjustment with the Commission and post same at least 24 hours before the effective date of the proposed interim rate adjustment. Seller shall, at the same time it files an interim rate adjustment with the Commission, serve its jurisdictional customers and interested state commissions with a copy of the filing. In making its interim rate adjustment filing Seller shall file tariff sheets that conform to the format set forth in Sections 154.33(d) and 154.309(c) of the Commission's regulations and a summary sheet showing the changes in purchased gas cost reflected in the interim adjustment.
- 12.17 The effectiveness and implementation of this Section 12 shall be subject to and in accordance with the provisions of Sections 154.301 through 154.310 of the Commission's regulations.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 22 Original Sheet No. 22 : Effective

GENERAL TERMS AND CONDITIONS (Cont'd)

Reserved for future contingencies.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 23 original Sheet No. 23 : Effective

GENERAL TERMS AND CONDITIONS (Cont'd)

Reserved for future contingencies.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 24 original Sheet No. 24 : Effective

GENERAL TERMS AND CONDITIONS (Cont'd)

Reserved for future contingencies.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 25 Substitute Original Sheet No. 25 : Effective Superseding: Original Sheet No. 25

FORM OF SERVICE AGREEMENT (For Service Under Rate Schedule G-2)

THIS AGREEMENT entered into as of this ______day of ______, between TEXAS GAS PIPE LINE CORPORATION (herein for convenience referred to as "Seller"), and ______ (herein for convenience referred to as "Buyer").

WITNESSETH

WHEREAS,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Seller and Buyer agree:

ARTICLE I

QUANTITY OF GAS

1. Subject to the terms, conditions and limitations hereinafter provided, Seller agrees to sell and deliver or cause to be delivered to Buyer and Buyer agrees to purchase and receive from Seller and pay Seller for natural gas in the manner and in the quantities hereinafter provided. Seller agrees to sell and deliver to Buyer in any one day such quantities of gas as Buyer may request up to a volume of natural gas specified in Exhibit "A" Contract Maximum; provided, however, that Seller shall not in any event ever be obligated to deliver to Buyer hereunder in any one day a quantity of gas in excess of the Daily Contract Maximum. Seller may sell to Buyer and Buyer may purchase from Seller from time to time additional gas (if available and if desired by Buyer) pursuant to advance operating arrangements.

2. If at any time and from time to time during the term hereof Seller shall be unable for any five (5) consecutive days or for a total of ten (10) days, whether or not consecutive, during any one billing month to deliver to Buyer for any reason other than Force Majeure the quantities of gas requested by Buyer on such days up to the Daily Contract Maximum then in effect, then at the option of Buyer, the Daily Contract Maximum then in effect may be reduced by subtracting therefrom a quantity equal to the average of Seller's deficiencies in delivery on such days below said Daily Contract Maximum; and such reduced Daily Contract Maximum shall be effective on the first day of the next billing month and shall remain in effect unless and until further reduced in accordance with the provisions of this paragraph.

3. If at any time during the term hereof daily deliveries shall be less than _______ of gas, Buyer shall have the right to terminate this Agreement by giving Seller one hundred fifty (150) days' notice of Buyer's election to terminate the same; and provided, further, that Seller shall have the right to prevent such termination by increasing such daily deliveries to at least _______ of gas before the expiration of said one hundred fifty (150) day period.

ARTICLE II

POINT OF DELIVERY

The point of delivery for gas delivered by Seller to Buyer hereunder shall be Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 26 original Sheet No. 26 : Effective

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-2)

ARTICLE III

DELIVERY PRESSURE

The delivery pressure of the gas delivered hereunder shall be any pressure required by Buyer, but not in excess of ______pounds per square inch gauge.

ARTICLE IV

TERM OF CONTRACT

Subject to the other provisions hereof, this Agreement shall take effect _______and shall remain in force and effect until ______and from year to year thereafter subject to cancellation at any anniversary date by the party desiring to terminate giving six months' written notice to the other party prior to any anniversary date.

ARTICLE V

APPLICABLE RATE SCHEDULE

Buyer shall pay Seller for gas delivered and service rendered hereunder in accordance with Seller's Rate Schedule G-2 on file with the Federal Energy Regulatory Commission, or any effective superseding rate schedule. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions are hereby made a part of this Agreement by this reference.

It is agreed that Seller shall have the right to make and file with the Federal Energy Regulatory Commission in accordance with the Section 4 of the Natural Gas Act, changes in rates and rate schedules, and new rates and rate schedules; provided, however, Buyer shall have the right to protest such changes and new rates and rate schedules, and to exercise any other right which it may have with respect thereto under the Natural Gas Act.

ARTICLE VI

NOTICES

Any notice, request, demand or statement provided for in this Agreement shall be in writing and shall be directed to the post office address of each of the parties hereto, as the case may be as follows: Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 27 Substitute Original Sheet No. 27 : Effective Superseding: Original Sheet No. 27

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-2)

ARTICLE VI (Cont'd)

SELLER:

Texas Gas Pipe Line Corporation: P. O. Box 2120 Houston, Texas

BUYER:

or such other address as either party shall from time to time designate for the purpose of registered letter addressed to the other party.

ARTICLE VII

SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall extend to the parties hereto and to their successors and assigns.

ARTICLE VIII

AGREEMENT BEING SUPERSEDED

This Agreement supersedes, cancels and terminates, as of the effective date of the term of this Service Agreement

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

TEXAS GAS PIPE LINE CORPORATION (Seller)

ATTEST:

D
DV .
 1

(Buyer)

ATTEST:

_____Ву_____

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 28 original Sheet No. 28 : Effective

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-2)

EXHIBIT "A" TO SERVICE AGREEMENT

Dated

Supersedes Exhibit "A" Dated

Effective______the Daily Contract Maximum determined in accordance with Article I of the Agreement between Seller and Buyer shall be______ Mcf.

TEXAS GAS PIPE LINE CORPORATION (Seller)

Ву_____

(Buyer)

Ву_____

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 29 Substitute Original Sheet No. 29 : Effective Superseding: Original Sheet No. 29

FORM OF SERVICE AGREEMENT (For Service Under Rate Schedule G-1)

THIS AGREEMENT entered into as of this _____day of _____, between TEXAS GAS PIPE LINE CORPORATION (herein for convenience referred to as "Seller"), and ______ (herein for convenience referred to as "Buyer").

WITNESSETH

WHEREAS,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Seller and Buyer agree:

ARTICLE I

QUANTITY OF GAS

1. Subject to the terms, conditions and limitations hereinafter provided, Seller agrees to sell and deliver or cause to be delivered to Buyer and Buyer agrees to purchase and receive from Seller and pay Seller for natural gas in the manner and in the quantities hereinafter provided. Seller agrees to sell and deliver to Buyer in any one day such quantities of gas as Buyer may request up to a volume of natural gas specified in Exhibit "A" to this Agreement, which daily volume shall constitute the Daily Contract Maximum; provided, however, that Seller shall not in any event ever be obligated to deliver to Buyer hereunder in any one day a quantity of gas in excess of the Daily Contract Maximum. Seller may sell to Buyer and Buyer may purchase from Seller from time to time additional gas (if available and if desired by Buyer) pursuant to advance operating arrangements.

2. If at any time and from time to time during the term hereof Seller shall be unable for any five (5) consecutive days or for a total of ten (10) days, whether or not consecutive, during any one billing month to deliver to Buyer for any reason other than Force Majeure the quantities of gas requested by Buyer on such days up to the Daily Contract Maximum then in effect, then at the option of Buyer, the Daily Contract Maximum then in effect may be reduced by subtracting therefrom a quantity equal to the average of Seller's deficiencies in delivery on such days below said Daily Contract Maximum; and such reduced Daily Contract Maximum shall be effective on the first day of the next billing month and shall remain in effect unless and until further reduced in accordance with the provisions of this paragraph.

3. If at any time during the term hereof daily deliveries shall be less than ______ of gas, Buyer shall have the right to terminate this Agreement by giving Seller one hundred fifty (150) days' notice of Buyer's election to terminate the same; and provided, further, that Seller shall have the right to prevent such termination by increasing such daily deliveries to at least ______ of gas before the expiration of said one hundred fifty (150) day period. Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 30 original Sheet No. 30 : Effective

> FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-1)

ARTICLE II

POINT OF DELIVERY

The point of delivery for gas delivered by Seller to Buyer here under shall be

ARTICLE III

DELIVERY PRESSURE

The delivery pressure of the gas delivered hereunder shall be any pressure required by Buyer, but not in excess of ______ pounds per square inch gauge.

ARTICLE IV

TERM OF CONTRACT

Subject to the other provisions hereof, this Agreement shall take effect _______ and shall remain in force and effect until _______ and from year to year thereafter subject to cancellation at any anniversary date by the party desiring to terminate giving six months' written notice to the other party prior to any anniversary date.

ARTICLE V

APPLICABLE RATE SCHEDULE

Buyer shall pay Seller for gas delivered and service rendered hereunder in accordance with Seller's Rate Schedule G-1 on file with the Federal Energy Regulatory Commission, or any effective superseding rate schedule. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions are hereby made a part of this Agreement by this reference.

It is agreed that Seller's initial rate, as set forth on

reflects

estimated purchase gas costs to Seller, as calucated on the attached Appendix B. In the event that any or the producers identified on Appendix B reduce their rates below those utilized in the calculation of Seller's initial rate, and the effect of such a reduction is to reduce Seller's purchase gas cost, attributable to Buyer, by one-tenth of one (0.1) cent per Mcf or more, Seller agrees to file a change in rate to reflect such change in its purchase gas costs. In the event the said producers make refunds to Seller, based on rates lower than those specified on Appendix B, applicable to sales made after the effective date of this agreement, Seller agrees to refund Buyer a proportionate part of such refund. Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 31 original Sheet No. 31 : Effective

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-1)

ARTICLE V (Cont'd)

It is agreed that Seller shall have the right to make, and to file with the Federal Energy Regulatory Commission in accordance with Section 4 of the Natural Gas Act, changes in rates set out in Paragraph 3 of the Seller's Rate Schedule; provided, however, Buyer shall have the right to protest such changes and to exercise any other right which it may have with respect thereto under the Natural Gas Act, and Seller shall have the right to make and to file with the Federal Energy Regulatory Commission, and any other changes in Seller's Said Rate Schedule G-1 and the General Terms and Conditions of Seller's Tariff as are mutually agreed to by Buyer and Seller.

ARTICLE VI

NOTICES

Any notice, request, demand or statement provided for in this Agreement shall be in writing and shall be directed to the post office address of each of the parties hereto, as the case may be as follows:

SELLER:

Texas Gas Pipe Line Corporation P. O. Box 2120 Houston, Texas

BUYER:

or such other address as either party shall from time to time designate for the purpose of registered letter addressed to the other party.

ARTICLE VII

SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall extend to the parties hereto and to their successors and assigns.

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-001 Substitute Original Sheet No. 32 Substitute Original Sheet No. 32 : Effective Superseding: Original Sheet No. 32

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-1)

ARTICLE VIII

AGREEMENTS BEING SUPERSEDED

This Agreement supersedes, cancels and terminates, as of the effective date of the term of this Service Agreement ______

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

TEXAS GAS PIPE LINE CORPORATION (Seller)

ATTEST:

Ву_____

ATTEST:

(Buyer)

Ву_____

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No. 33 Original Sheet No. 33 : Effective

FORM OF SERVICE AGREEMENT (Cont'd) (For Service Under Rate Schedule G-1)

EXHIBIT "A" TO SERVICE AGREEMENT

Dated ____

Supersedes Exhibit "A" Dated _____

Effective _____ the Daily Contract Maximum determined in accordance with Article I of the Agreement between Seller and Buyer shall be _____ Mcf.

TEXAS GAS PIPE LINE CORPORATION (Seller)

Ву_____

(Buyer)

Ву_____

Effective Date: 06/01/1990 Status: Effective FERC Docket: RP90-112-000 Original Sheet No.34 original Sheet No.34 : Effective

INDEX OF PURCHASERS

Name of Purchaser	Contract Dates and Term Date of Effective Execution Date Term
Transcontinental Gas	July 25,1967 June 6,1967 June 1,
Pipe Line Corporation	1976
Texas Eastern Trans-	July 25,1967 June 6,1967 May 10,
mission Corporation	1974