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**Original Sheet No. 0** Texas Gas Transmission, LLC: Third Revised Volume No. 1  
Original Sheet No. 0

FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1  
(Supersedes Second Revised Volume No. 1)

of

TEXAS GAS TRANSMISSION, LLC

Filed with  
Federal Energy Regulatory Commission

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**Second Revised Sheet No. 1** Second Revised Sheet No. 1

Superseding: First Revised Sheet No. 1

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Form of Service Agreement for FSS, FSS-M, ISS, ISS-M	4700
Form of Service Agreement for TAPS	4900
Form of Service Agreement for PAL	5000
Form of Service Agreement for HOT - Hourly Overrun Transportation Service	5200
Form of Negotiated Rates Letter Agreement	5300
Form of Negotiated Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS	5301
Form of Discounted Rates Letter Agreement	5400
Form of Discounted Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS	5401
Form of Operational Balancing Agreement	5500
Electronic Customer Interface Agreement	5600

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Third Revised Sheet No. 3** Third Revised Sheet No. 3

Superseding: Substitute Second Revised Sheet No. 3

TABLE OF CONTENTS  
(Continued)

	Sheet No.
18. Operational Flow Orders	3000
19. Penalties	3100
20. Construction of New Facilities	3200
21. Warranty Title to Gas	3300
22. Sale of Excess Inventory	3400
23. Processing Rights	3500
24. Order No. 528 Settlement Payment Cost Recovery Mechanism	3600
25. Miscellaneous Provisions	3700
25.1 FERC Gas Tariff and Executed Service Agreement Subject to Regulation	
25.2 Service Agreements	
25.3 Electronic Commerce	
25.4 Notices	
25.5 Force Majeure	
25.6 Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults	
25.7 Complaint Procedure [Section 250.16(b)(iii)]	
25.8 Availability of Third-Party Pipeline Capacity	
25.9 Reimbursement of Sales and Use Taxes	
25.10 Separation of Storage Services	
25.11 Cross-Reference for Tariff-Permitted Provisions in Service and Letter Agreements	
Form of Service Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS	3800
Form of Umbrella Service Agreement for Replacement Customers for FT/STF	4000
Form of Addendum to Service Agreement for EFT	4100
Form of Service Agreement for IT	4600
Form of Service Agreement for FSS, FSS-M, ISS, ISS-M	4700
Form of Service Agreement for TAPS	4900
Form of Service Agreement for PAL	5000
Form of Service Agreement for HOT - Hourly Overrun Transportation Service	5200
Form of Negotiated Rates Letter Agreement	5300
Form of Negotiated Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS	5301
Form of Discounted Rates Letter Agreement	5400
Form of Discounted Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS	5401
Form of Discounted Rates Letter Agreement for EFT	5405
Form of Discounted Rates Letter Agreement for IT	5408
Form of Discounted Rates Letter Agreement for HOT	5411
Form of Discounted Rates Letter Agreement for FSS/ISS	5414
Form of Operational Balancing Agreement	5500
Electronic Customer Interface Agreement	5600

Effective Date: 04/08/2010 Status: Effective

FERC Docket: RP10-478-000

**Fifth Revised Sheet No. 3** Fifth Revised Sheet No. 3

Superseding: Fourth Revised Sheet No. 3

TABLE OF CONTENTS  
(Continued)

	Sheet No.
16. Capacity Release	2800
17. Segmentation	2900
18. Operational Flow Orders	3000
19. Penalties	3100
20. Construction of New Facilities	3200
21. Warranty Title to Gas	3300
22. Sale of Excess Inventory	3400
23. Processing Rights	3500
24. Order No. 528 Settlement Payment Cost Recovery Mechanism	3600
25. Miscellaneous Provisions	3700
25.1 FERC Gas Tariff and Executed Service Agreement Subject to Regulation	
25.2 Service Agreements	
25.3 Electronic Commerce	
25.4 Notices	
25.5 Force Majeure	
25.6 Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults	
25.7 Complaint Procedure	
25.8 Availability of Third-Party Pipeline Capacity	
25.9 Reimbursement of Sales and Use Taxes	
25.10 Separation of Storage Services	
25.11 Cross-Reference for Tariff-Permitted Provisions in Service and Letter Agreements	
Form of Service Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	3800
Form of Umbrella Service Agreement for Replacement Customers for FT/STF	4000
Form of Addendum to Service Agreement for EFT	4100
Form of Service Agreement for IT	4600
Form of Service Agreement for FSS, FSS-M, ISS, ISS-M	4700
Form of Service Agreement for TAPS	4900
Form of Service Agreement for PAL	5000
Form of Service Agreement for HOT - Hourly Overrun Transportation Service	5200
Form of Negotiated Rates Letter Agreement	5300
Form of Negotiated Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	5301
Form of Discounted Rates Letter Agreement	5400
Form of Discounted Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	5401
Form of Discounted Rates Letter Agreement for EFT	5405
Form of Discounted Rates Letter Agreement for IT	5408
Form of Discounted Rates Letter Agreement for HOT	5411
Form of Discounted Rates Letter Agreement for FSS/ISS	5414
Form of Operational Balancing Agreement	5500
Electronic Customer Interface Agreement	5600

Effective Date: 08/20/2010 Status: Accepted

FERC Docket: RP10-989-000

**Sixth Revised Sheet No. 3** Sixth Revised Sheet No. 3

Superseding: Fifth Revised Sheet No. 3

TABLE OF CONTENTS  
(Continued)

	Sheet No.
16. Capacity Release	2800
17. Segmentation	2900
18. Operational Flow Orders	3000
19. Penalties	3100
20. Construction of New Facilities	3200
21. Warranty Title to Gas	3300
22. Sale of Excess Inventory	3400
23. Processing Rights	3500
24. Order No. 528 Settlement Payment Cost Recovery Mechanism	3600
25. Miscellaneous Provisions	3700
25.1 FERC Gas Tariff and Executed Service Agreement Subject to Regulation	
25.2 Service Agreements	
25.3 Electronic Commerce	
25.4 Notices	
25.5 Force Majeure	
25.6 Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults	
25.7 Complaint Procedure	
25.8 Availability of Third-Party Pipeline Capacity	
25.9 Reimbursement of Sales and Use Taxes	
25.10 Separation of Storage Services	
25.11 Cross-Reference for Tariff-Permitted Provisions in Service and Letter Agreements	
Form of Service Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	3800
Form of Umbrella Service Agreement for Replacement Customers for FT/STF	4000
Form of Addendum to Service Agreement for EFT	4100
Form of Service Agreement for IT	4600
Form of Service Agreement for FSS, FSS-M, ISS, ISS-M	4700
Form of Service Agreement for TAPS	4900
Form of Service Agreement for PAL	5000
Form of Service Agreement for HOT - Hourly Overrun Transportation Service	5200
Form of Negotiated Rates Letter Agreement	5300
Form of Negotiated Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	5301
Form of Discounted Rates Letter Agreement	5400
Form of Discounted Rates Letter Agreement for FT/STF/NNS/NNL/SGT/SGL/SNS/WNS	5401
Form of Discounted Rates Letter Agreement for EFT	5405
Form of Discounted Rates Letter Agreement for IT	5408
Form of Discounted Rates Letter Agreement for HOT	5411
Form of Discounted Rates Letter Agreement for FSS/ISS	5414
Reserved	5500
Electronic Customer Interface Agreement	5600

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Original Sheet No. 4** Original Sheet No. 4

PRELIMINARY STATEMENT

Texas Gas Transmission, LLC (hereinafter called the "Company") is a natural gas company engaged in the business of transporting natural gas to gas distribution companies for resale, to pipeline systems, and to industries for use and consumption. The facilities operated by the Company are located in Federal Waters offshore Texas and Louisiana and in the States of Texas, Louisiana, Arkansas, Mississippi, Tennessee, Kentucky, Indiana, Illinois and Ohio. It is the policy of the Company to provide its transportation services only under written agreement, acceptable to the Company after consideration of its commitments to others, available capacity and other factors deemed pertinent by the Company. If any such agreement for any service is to become operative only upon performance of certain precedent conditions, the Company reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation of gas becomes operative. The Company's services provided pursuant to this tariff are subject to the jurisdiction of the Federal Energy Regulatory Commission and are provided on a non-discriminatory basis upon satisfaction of the requirements set forth in the applicable rate schedule, service agreement and general terms and conditions applicable to such services. This tariff is filed in compliance with Part 154, Subchapter E, Chapter I, Title 18, of the Code of Federal Regulations.

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 5** First Revised Sheet No. 5

Superseding: Original Sheet No. 5

System Map

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 6** First Revised Sheet No. 6

Superseding: Original Sheet No. 6

Map of Zone SL



*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 7** First Revised Sheet No. 7

Superseding: Original Sheet No. 7

Map of Zone 1

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 8** First Revised Sheet No. 8

Superseding: Original Sheet No. 8

Map of Zone 2

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 9** First Revised Sheet No. 9

Superseding: Original Sheet No. 9

Map of Zone 3

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**First Revised Sheet No. 10** First Revised Sheet No. 10

Superseding: Original Sheet No. 10

Map of Zone 4

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**Original Sheet No. 11** Original Sheet No. 11

Map of Service Zone Fayetteville Lateral

*Effective Date: 06/01/2009    Status: Effective*

*FERC Docket: RP09-544-000*

**Original Sheet No. 12** Original Sheet No. 12

Map of Service Zone Greenville Lateral

*Effective Date: 06/01/2009    Status: Effective*  
*FERC Docket: RP09-544-000*

**Sheet No. 13** Sheet No. 13

Sheet Nos. 13 through 20 are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-003

**Substitute Original Sheet No. 21** Substitute Original Sheet No. 21

Currently Effective Maximum Daily Demand Rates (\$ per MMBtu)  
For Service Under Rate Schedule FT

Currently  
Effective  
Rates [1]

SL-SL	0.0794
SL-1	0.1552
SL-2	0.2120
SL-3	0.2494
SL-4	0.3142
1-1	0.1252
1-2	0.1820
1-3	0.2194
1-4	0.2842
2-2	0.1332
2-3	0.1705
2-4	0.2334
3-3	0.1181
3-4	0.1810
4-4	0.1374

Minimum Rates: Demand \$-0-

Backhaul rates equal fronthaul rates to zone of delivery.

[1] Currently Effective Rates are equal to the Base Tariff Rates.

Notes:

- The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 16 of the General Terms and Conditions.
- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental Daily Demand charge of \$0.0621. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental Daily Demand charge of \$0.1288. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.



Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 22** Second Revised Sheet No. 22

Superseding: First Revised Sheet No. 22

Currently Effective Maximum Commodity Rates (\$ per MMBtu)  
For Service Under Rate Schedule FT

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
SL-SL	0.0104	0.0019	0.0123
SL-1	0.0355	0.0019	0.0374
SL-2	0.0399	0.0019	0.0418
SL-3	0.0445	0.0019	0.0464
SL-4	0.0528	0.0019	0.0547
1-1	0.0337	0.0019	0.0356
1-2	0.0385	0.0019	0.0404
1-3	0.0422	0.0019	0.0441
1-4	0.0508	0.0019	0.0527
2-2	0.0323	0.0019	0.0342
2-3	0.0360	0.0019	0.0379
2-4	0.0446	0.0019	0.0465
3-3	0.0312	0.0019	0.0331
3-4	0.0398	0.0019	0.0417
4-4	0.0360	0.0019	0.0379

Minimum Rates: Commodity minimum base rates are presented on Sheet 32.

Backhaul rates equal fronthaul rates to zone of delivery.

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental Commodity charge of \$0.0155. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental Commodity charge of \$0.0068. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 23** Second Revised Sheet No. 23

Superseding: First Revised Sheet No. 23

Currently Effective Maximum Overrun Rates (\$ per MMBtu)  
For Service Under Rate Schedule FT

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
SL-SL	0.0898	0.0019	0.0917
SL-1	0.1907	0.0019	0.1926
SL-2	0.2519	0.0019	0.2538
SL-3	0.2939	0.0019	0.2958
SL-4	0.3670	0.0019	0.3689
1-1	0.1589	0.0019	0.1608
1-2	0.2205	0.0019	0.2224
1-3	0.2616	0.0019	0.2635
1-4	0.3350	0.0019	0.3369
2-2	0.1655	0.0019	0.1674
2-3	0.2065	0.0019	0.2084
2-4	0.2780	0.0019	0.2799
3-3	0.1493	0.0019	0.1512
3-4	0.2208	0.0019	0.2227
4-4	0.1734	0.0019	0.1753

Backhaul rates equal fronthaul rates to zone of delivery.

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental Overrun transportation charge of \$0.0776. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental Overrun transportation charge of \$0.1356. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 09/15/2008 Status: Effective  
 FERC Docket: RP08-392-003

**Substitute Original Sheet No. 24** Substitute Original Sheet No. 24

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
 For Service under Rate Schedule STF

	Peak (Winter)-Demand	Off-Peak (Summer)-Demand
	Currently Effective Rates [1]	Currently Effective Rates [1]
SL-SL	0.1188	0.0516
SL-1	0.2322	0.1009
SL-2	0.3172	0.1378
SL-3	0.3731	0.1621
SL-4	0.4701	0.2042
1-1	0.1873	0.0814
1-2	0.2723	0.1183
1-3	0.3282	0.1426
1-4	0.4252	0.1847
2-2	0.1992	0.0866
2-3	0.2551	0.1108
2-4	0.3492	0.1517
3-3	0.1766	0.0768
3-4	0.2707	0.1177
4-4	0.2056	0.0893

Notes:

- The STF commodity rate is the applicable FT commodity rate on Sheet No. 22.  
 The STF overrun rate equals the daily demand rate plus applicable FT commodity rate.  
 Minimum rate: Demand \$-0- The minimum commodity rate is presented on Sheet 32.
- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental Daily Demand charge of \$0.0621. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental Daily Demand charge of \$0.1288. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 25** Original Sheet No. 25

RATES AND CHARGES APPLICABLE

TO RATE SCHEDULE EFT - ENHANCED FIRM TRANSPORTATION

Maximum	Minimum	EFT - Enhanced Firm Transportation	Rate
Rate-----			-----Daily Demand
		\$0.0814	

-0- Note: Customer must also pay the applicable demand and commodity charges on Rate Schedule FT.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 26** Second Revised Sheet No. 26

Superseding: First Revised Sheet No. 26

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule NNS

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Zone SL			
Daily Demand	0.1800		0.1800
Commodity	0.0253	0.0019	0.0272
Overrun	0.2053	0.0019	0.2072
Zone 1			
Daily Demand	0.2782		0.2782
Commodity	0.0431	0.0019	0.0450
Overrun	0.3213	0.0019	0.3232
Zone 2			
Daily Demand	0.3088		0.3088
Commodity	0.0460	0.0019	0.0479
Overrun	0.3548	0.0019	0.3567
Zone 3			
Daily Demand	0.3543		0.3543
Commodity	0.0490	0.0019	0.0509
Overrun	0.4033	0.0019	0.4052
Zone 4			
Daily Demand	0.4190		0.4190
Commodity	0.0614	0.0019	0.0633
Overrun	0.4804	0.0019	0.4823

Minimum Rate: Demand \$-0-; Commodity - Zone SL 0.0163  
Zone 1 0.0186  
Zone 2 0.0223  
Zone 3 0.0262  
Zone 4 0.0308

Notes:

- The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 16 of the General Terms and Conditions.

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.0621
Commodity	\$0.0155
Overrun	\$0.0776

This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.

- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.1288
Commodity	\$0.0068
Overrun	\$0.1356

These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**First Revised Sheet No. 26A** First Revised Sheet No. 26A

Superseding: Original Sheet No. 26A

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule NNL

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Zone SL			
Daily Demand	0.1379		0.1379
Commodity	0.0253	0.0019	0.0272
Overrun	0.1632	0.0019	0.1651
Zone 1			
Daily Demand	0.2361		0.2361
Commodity	0.0431	0.0019	0.0450
Overrun	0.2792	0.0019	0.2811
Zone 2			
Daily Demand	0.2667		0.2667
Commodity	0.0460	0.0019	0.0479
Overrun	0.3127	0.0019	0.3146
Zone 3			
Daily Demand	0.3122		0.3122
Commodity	0.0490	0.0019	0.0509
Overrun	0.3612	0.0019	0.3631
Zone 4			
Daily Demand	0.3769		0.3769
Commodity	0.0614	0.0019	0.0633
Overrun	0.4383	0.0019	0.4402

Minimum Rate: Demand \$-0-; Commodity - Zone SL 0.0163  
Zone 1 0.0186  
Zone 2 0.0223  
Zone 3 0.0262  
Zone 4 0.0308

Note: The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 16 of the General Terms and Conditions.

For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.0621
Commodity	\$0.0155
Overrun	\$0.0776

This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.

For receipts from duke field Services' Carthage Plant/Gulf South Pipeline company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.1288
Commodity	\$0.0068
Overrun	\$0.1356

These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 27** Second Revised Sheet No. 27

Superseding: First Revised Sheet No. 27

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule SGT

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Zone SL	0.2210	0.0019	0.2229
Zone 1	0.5995	0.0019	0.6014
Zone 2	0.6636	0.0019	0.6655
Zone 3	0.7576	0.0019	0.7595
Zone 4	0.8994	0.0019	0.9013

Minimum Rate: SGT minimum base rates equal applicable NNS minimum commodity base rates.

	Fixed Cost Component of Base Rates
Zone SL	0.1957
Zone 1	0.5564
Zone 2	0.6176
Zone 3	0.7086
Zone 4	0.8380

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of \$0.0776. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of \$0.1356. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**First Revised Sheet No. 27A** First Revised Sheet No. 27A

Superseding: Original Sheet No. 27A

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule SGL

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Zone SL	0.1752	0.0019	0.1771
Zone 1	0.5153	0.0019	0.5172
Zone 2	0.5794	0.0019	0.5813
Zone 3	0.6734	0.0019	0.6753
Zone 4	0.8152	0.0019	0.8171

Minimum Rate: SGL minimum base rates equal applicable NNL minimum commodity base rates.

	Fixed Cost Component of Base Rates
Zone SL	0.1499
Zone 1	0.4722
Zone 2	0.5334
Zone 3	0.6244
Zone 4	0.7538

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of \$0.0776. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of \$0.1356. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.



Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 28** Second Revised Sheet No. 28

Superseding: First Revised Sheet No. 28

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule SNS

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Up to 1/16 Hourly Flow:			
Daily Demand:			
Zone SL	0.1800	0.0000	0.1800
Zone 1	0.2782	0.0000	0.2782
Zone 2	0.3088	0.0000	0.3088
Zone 3	0.3543	0.0000	0.3543
Zone 4	0.4190	0.0000	0.4190
Commodity:			
Zone SL	0.0253	0.0019	0.0272
Zone 1	0.0431	0.0019	0.0450
Zone 2	0.0460	0.0019	0.0479
Zone 3	0.0490	0.0019	0.0509
Zone 4	0.0614	0.0019	0.0633
Daily Overrun:			
Zone SL	0.2053	0.0019	0.2072
Zone 1	0.3213	0.0019	0.3232
Zone 2	0.3548	0.0019	0.3567
Zone 3	0.4033	0.0019	0.4052
Zone 4	0.4804	0.0019	0.4823

Minimum Rate: Demand \$-0-; Commodity - Zone SL 0.0163  
Zone 1 0.0186  
Zone 2 0.0223  
Zone 3 0.0262  
Zone 4 0.0308

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.0621
Commodity	\$0.0155
Overrun	\$0.0776

This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.

- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.1288
Commodity	\$0.0068
Overrun	\$0.1356

These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 29** Original Sheet No. 29

Rates (\$ per MMBtu)

Tariff	Base Effective
1/16 up to 1/12 Hourly Flow:Zone SL	
0.2737Zone 1	0.4731
0.5377	0.5377Zone 4
0.6405Greater than 1/12 Hourly Flow:Zone SL	
0.4106Zone 1	0.7096
0.8066	0.8066Zone 4
0.9608 Minimum Rate \$-0-	

Currently Effective Maximum Hourly Overrun  
For Service Under Rate Schedule SNS  
Currently

(1)	Rates (2) Greater than
0.2737	0.2737
0.4284	0.4284Zone 2
0.4731Zone 3	0.6405
	0.4106
0.6426	0.6426Zone 2
0.7096Zone 3	0.9608

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

Original Sheet No. 29A Original Sheet No. 29A

Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedule WNS

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
Up to 1/16 Hourly Flow:			
Daily Demand:			
Zone SL	0.2693	0.0000	0.2693
Zone 1	0.4162	0.0000	0.4162
Zone 2	0.4620	0.0000	0.4620
Zone 3	0.5300	0.0000	0.5300
Zone 4	0.6268	0.0000	0.6268
Commodity:			
Zone SL	0.0253	0.0019	0.0272
Zone 1	0.0431	0.0019	0.0450
Zone 2	0.0460	0.0019	0.0479
Zone 3	0.0490	0.0019	0.0509
Zone 4	0.0614	0.0019	0.0633
Daily Overrun:			
Up to 1/16 Hourly Flow:			
Zone SL	0.2946	0.0019	0.2965
Zone 1	0.4593	0.0019	0.4612
Zone 2	0.5080	0.0019	0.5099
Zone 3	0.5790	0.0019	0.5809
Zone 4	0.6882	0.0019	0.6901

Minimum Rate: Demand \$-0-; Commodity - Zone SL 0.0163  
Zone 1 0.0186  
Zone 2 0.0223  
Zone 3 0.0262  
Zone 4 0.0308

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.0621
Commodity	\$0.0155
Overrun	\$0.0776

This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.

- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of:

Daily Demand	\$0.1288
Commodity	\$0.0068
Overrun	\$0.1356

These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Original Sheet No. 29B** Original Sheet No. 29B

Currently Effective Maximum Hourly Overrun Rates (\$ per MMBtu)  
For Service Under Rate Schedule WNS

	Base Tariff Rates (1)	Currently Effective Rates (2)
Greater than 1/16 up to 1/12 Hourly Flow:		
Zone SL	0.3927	0.3927
Zone 1	0.6124	0.6124
Zone 2	0.6773	0.6773
Zone 3	0.7720	0.7720
Zone 4	0.9177	0.9177
Greater than 1/12 Hourly Flow:		
Zone SL	0.5892	0.5892
Zone 1	0.9186	0.9186
Zone 2	1.0159	1.0159
Zone 3	1.1581	1.1581
Zone 4	1.3765	1.3765

Minimum Rate \$-0-

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 30** Second Revised Sheet No. 30

Superseding: First Revised Sheet No. 30

Currently Effective Maximum Winter Season Interruptible Transportation Rates  
(\$ per MMBtu) For Service Under Rate Schedule IT

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
SL-SL	0.1292	0.0019	0.1311
SL-1	0.2677	0.0019	0.2696
SL-2	0.3571	0.0019	0.3590
SL-3	0.4176	0.0019	0.4195
SL-4	0.5229	0.0019	0.5248
1-1	0.2210	0.0019	0.2229
1-2	0.3108	0.0019	0.3127
1-3	0.3704	0.0019	0.3723
1-4	0.4760	0.0019	0.4779
2-2	0.2315	0.0019	0.2334
2-3	0.2911	0.0019	0.2930
2-4	0.3938	0.0019	0.3957
3-3	0.2078	0.0019	0.2097
3-4	0.3105	0.0019	0.3124
4-4	0.2416	0.0019	0.2435

Backhaul rates equal fronthaul rates to zone of delivery.

Minimum base rates are presented on Sheet 32.

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of \$0.0776. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of \$0.1356. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-962-000

**Second Revised Sheet No. 31** Second Revised Sheet No. 31

Superseding: First Revised Sheet No. 31

Currently Effective Maximum Summer Season Interruptible Transportation Rates (\$ per MMBtu)  
For Service Under Rate Schedules IT

	Base Tariff Rates (1)	FERC ACA (2)	Currently Effective Rates (3)
SL-SL	0.0620	0.0019	0.0639
SL-1	0.1364	0.0019	0.1383
SL-2	0.1777	0.0019	0.1796
SL-3	0.2066	0.0019	0.2085
SL-4	0.2570	0.0019	0.2589
1-1	0.1151	0.0019	0.1170
1-2	0.1568	0.0019	0.1587
1-3	0.1848	0.0019	0.1867
1-4	0.2355	0.0019	0.2374
2-2	0.1189	0.0019	0.1208
2-3	0.1468	0.0019	0.1487
2-4	0.1963	0.0019	0.1982
3-3	0.1080	0.0019	0.1099
3-4	0.1575	0.0019	0.1594
4-4	0.1253	0.0019	0.1272

Backhaul rates equal fronthaul rates to zone of delivery.

Minimum base rates are presented on Sheet 32.

Notes:

- For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, Customer shall pay an incremental transportation charge of \$0.0776. This receipt point is available to those customers agreeing to pay the incremental rate(s) applicable to such point and is not available for pooling under Rate Schedule TAPS.
- For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas, Customer shall pay an incremental transportation charge of \$0.1356. These receipt points are available to those customers agreeing to pay the incremental rate(s) applicable to such points and are not available for pooling under Rate Schedule TAPS.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 32** Original Sheet No. 32 Currently Effective Minimum Transportation  
Rates (\$ per MMBtu) For Service Under Rate Schedules FT, STF, and IT  
Receipt-Delivery Minimum Zone

	Base Rate	SL-SL		SL-2	0.0028
	SL-1		0.0110		
		0.0162	SL-3		0.0218
	SL-4		0.0226	1-1	
		0.0087	1-2		0.0145
	1-3		0.0190	1-4	
		0.0200	2-2		
0.0071		2-3			2-4
			0.0116		
		0.0126	3-3		
		3-4		0.0068	
0.0058					
4-4		0.0023			

Effective Date: 10/01/2009 Status: Superseded

FERC Docket: RP09-962-000

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

Superseding: First Revised Sheet No. 33

STATEMENT OF RATES FOR STORAGE OF NATURAL GAS

Rate Schedule FSS	Max Daily Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. Reservation Rate		
a. Daily Deliverability	\$0.0540	\$0.0000
b. Seasonal Capacity	\$0.0010	\$0.0000
2. Injection/Withdrawal Commodity Rate	\$0.0270	\$0.0270
3. Overrun Service Rate	100% Load Factor Rate [1]	\$0.0270

Note: The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 16 of the General Terms and Conditions and Section 5.2 of Rate Schedule FSS.

Rate Schedule ISS	Maximum Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. Inventory Charge	\$0.0862	\$0.0000
2. Injection/Withdrawal Commodity Rate	\$0.0270	\$0.0270
3. Overrun Service Rate	\$0.0540	\$0.0270

Surcharges Applicable to FSS and ISS Service [2]	Maximum Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. ACA	\$0.0019	\$0.0019

[1] See Section 5.2 of Rate Schedule FSS for definition.

[2] See Section 6 of Rate Schedule FSS or ISS for applicability.



Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Third Revised Sheet No. 33** Third Revised Sheet No. 33

Superseding: Second Revised Sheet No. 33

STATEMENT OF RATES FOR STORAGE OF NATURAL GAS

Rate Schedule FSS	Max Daily Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. Reservation Rate		
a. Daily Deliverability	\$0.0540	\$0.0000
b. Seasonal Capacity	\$0.0010	\$0.0000
2. Injection/Withdrawal Commodity Rate	\$0.0270	\$0.0270
3. Overrun Service Rate	100% Load Factor Rate [1]	\$0.0270

Note: The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 16 of the General Terms and Conditions and Section 5.2 of Rate Schedule FSS.

Rate Schedule ISS	Maximum Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. Inventory Charge	\$0.0862	\$0.0000
2. Injection/Withdrawal Commodity Rate	\$0.0270	\$0.0270
3. Overrun Service Rate	\$0.0540	\$0.0270

Surcharges Applicable to FSS and ISS Service [2]	Maximum Rate per MMBtu	Minimum Rate per MMBtu
-----	-----	-----
1. ACA	\$0.0019	\$0.0019

[1] See Section 5.2 of Rate Schedule FSS for definition.

[2] See Section 4.2 of Rate Schedule FSS or ISS for applicability.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 34** Original Sheet No. 34

RATES AND CHARGES APPLICABLE

TO RATE SCHEDULE PAL - PARKING AND LOANING SERVICE

Maximum	Rate	Minimum	PAL - Parking and Loaning Service	Rate
-----	-----	-----	-----	-----
-----	Daily Parking Charge per MMBtu		\$0.1196	\$0.1196
	Loaning Charge per MMBtu		\$0.1196	\$0.0000

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 35** Original Sheet No. 35  
Transportation Rates (\$ per MMBtu)

Currently Effective Maximum Hourly Overrun  
For Service Under Rate Schedule HOT

Currently

Effective			Rates [1]	
Zone SL			Zone 1	
0.4284		0.2737		
3		Zone 2	0.4731	Zone
	0.5377		Zone 4	0.6405
Minimum Rate: \$-0- [1] Currently Effective Rates are equal to Base Tariff Rates.				

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Sixth Revised Sheet No. 35A** Sixth Revised Sheet No. 35A

Superseding: Fifth Revised Sheet No. 35A

Currently Effective Maximum Incremental Transportation Rates ( \$ per  
MMBtu)  
for Service on the Fayetteville Lateral and the Greenville Lateral

Incremental Rates for the Fayetteville Lateral  
Incremental Rates for the Greenville Lateral

Base			Base		
Currently			Currently		
Tariff	FERC	Effective	Tariff	FERC	Effective
Rates [1]	ACA [2]	Rates	Rates [1]	ACA [2]	Rates
(4)	(5)	(6)	(1)	(2)	(3)
FT	Daily Reservation		0.3474		0.3474
0.3091		0.3091			
	Commodity		0.0010	0.0019	0.0029
0.0012	0.0019	0.0031			
	Overrun		0.3484	0.0019	0.3503
0.3103	0.0019	0.3122			
STF	Daily Reservation - Winter		0.5197		0.5197
0.4624		0.4624			
	Daily Reservation - Summer		0.2258		0.2258
0.2009		0.2009			
	Commodity		0.0010	0.0019	0.0029
0.0012	0.0019	0.0031			
	Overrun - Winter		0.5207	0.0019	0.5226
0.4636	0.0019	0.4655			
	Overrun - Summer		0.2268	0.0019	0.2287
0.2021	0.0019	0.2040			
NNS/NNL/SNS	Daily Reservation		0.3474		0.3474
0.3091		0.3091			
	Commodity		0.0010	0.0019	0.0029
0.0012	0.0019	0.0031			
	Overrun		0.3484	0.0019	0.3503
0.3103	0.0019	0.3122			
WNS	Daily Reservation		0.5197		0.5197
0.4624		0.4624			
	Commodity		0.0010	0.0019	0.0029
0.0012	0.0019	0.0031			
WNS Overrun	Up to 1/16 Hourly Flow		0.5207	0.0019	0.5226
0.4636	0.0019	0.4655			
	>1/16 up to 1/12 Hourly Flow		0.6943	0.0019	0.6962
0.6182	0.0019	0.6201			
	>1/12 Hourly Flow		1.0414	0.0019	1.0433
0.9272	0.0019	0.9291			
SGT/SGL			0.6958	0.0019	0.6977
0.6194	0.0019	0.6213			
IT	Winter		0.5207	0.0019	0.5226
0.4636	0.0019	0.4655			
	Summer		0.2268	0.0019	0.2287
0.2021	0.0019	0.2040			
Fuel Retention Percentage			0.37%		
0.23%					
Minimum Rates: Demand			0.0000		
0.0000					
	Commodity		0.0010		
0.0012					

[1] Incremental charges listed on this Sheet 35A will be assessed for service, regardless of delivery location.

[2] The FERC ACA will be assessed only once where a shipper transports gas on multiple Texas Gas laterals and/or across multiple Texas Gas rate zones.

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-231-000

**Original Sheet No. 35B** Original Sheet No. 35B

STATEMENT OF MARKET BASED RATES FOR STORAGE OF NATURAL GAS

Rate Schedule	Rate per MMBtu
-----	-----
FSS-M	Price Negotiated
ISS-M	Price Negotiated

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Third Revised Sheet No. 36** Third Revised Sheet No. 36

Superseding: Second Revised Sheet No. 36

Schedule of Currently Effective Fuel Retention Percentages  
Pursuant to Section 9 of the General Terms and Conditions

NNS/NNL/SGT/SGL/SNS/WNS RATE SCHEDULES

Delivery Fuel Zone	EFRP {1}
South	1.50%
Middle	1.33%
North	2.80%

FT/STF/IT RATE SCHEDULES

Rec/Del Fuel Zone	EFRP
South/South	0.69%
South/Middle	2.06%
South/North	2.88%
Middle/South	0.69%
Middle/Middle	0.44%
Middle/North	1.18%
North/South	0.69%
North/Middle	0.44%
North/North	0.77%

FSS/ISS RATE SCHEDULES  
Injection / Withdrawal

0.15%

SWING ALLOCATION HYBRID RATE  
NNS/NNL/SGT/SGL/SNS/WNS

Delivery Fuel Zone	EFRP
South	0.81%
Middle	0.00%
North	0.09%

{1} Effective Fuel Retention Percentage Schedule of Currently Effective Fuel Retention Percentages Pursuant to Section 9 of the General Terms and Conditions

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Fifth Revised Sheet No. 37** Fifth Revised Sheet No. 37

Superseding: Fourth Revised Sheet No. 37

Schedule of Currently Effective Fuel Retention Percentages  
For Receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP  
Interconnect Near Beckville, Texas

NNS/NNL/SGT/SGL/SNS/WNS RATE SCHEDULES

Delivery Fuel Zone	EFRP {1}
-----	----
South	1.95%
Middle	1.78%
North	3.25%

FT/STF/IT RATE SCHEDULES

Rec/Del Fuel Zone	EFRP
-----	----
South/South	1.15%
South/Middle	2.51%
South/North	3.33%

SWING ALLOCATION HYBRID RATE  
NNS/NNL/SGT/SGL/SNS/WNS

Delivery Fuel Zone	EFRP
-----	----
South	1.27%
Middle	0.46%
North	0.55%

For receipts from Enterprise Texas Pipeline, L.P./Texas Eastern Transmission, LP interconnect near Beckville, Texas, and deliveries to Sharon, LA, the fuel retention percentage shall be the Texas Eastern Transmission, LP fuel rate of 0.46%.



Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Fourth Revised Sheet No. 38** Fourth Revised Sheet No. 38

Superseding: Third Revised Sheet No. 38

Schedule of Currently Effective Fuel Retention Percentages  
For Receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge  
Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline  
Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP Interconnects  
in Panola County, Texas

NNS/NNL/SGT/SGL/SNS/WNS RATE SCHEDULES

Delivery Fuel Zone	EFRP {1}
South	2.19%
Middle	2.02%
North	3.48%

FT/STF/IT RATE SCHEDULES

Rec/Del Fuel Zone	EFRP
South/South	1.39%
South/Middle	2.75%
South/North	3.56%

SWING ALLOCATION HYBRID RATE  
NNS/NNL/SGT/SGL/SNS/WNS

Delivery Fuel Zone	EFRP
South	1.50%
Middle	0.70%
North	0.79%

Note: For receipts from Duke Field Services' Carthage Plant/Gulf South Pipeline Company, LP, Enbridge Pipelines, L.P./Gulf South Pipeline Company, LP, Energy Transfer Company/Gulf South Pipeline Company, LP, and Enterprise Texas Pipeline L.P./Gulf South Pipeline Company, LP interconnects in Panola County, Texas and deliveries to Bosco, Louisiana, the fuel retention percentage shall be the Gulf South Pipeline Company, LP fuel rate of 0.7%.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 39**

Original Sheet No. 39

Effective Delivery		Point		FT Transportation Base Rates		Cost Components of Currently Receipt Transmission	
Delivery		Point		Storage		Daily Demand Charge:	
SL-SL				0.0000		0.0794	SL-1
		0.0051		0.1501		SL-2	
0.0042			0.2078	SL-3		0.0035	
	0.2459		SL-4		0.0039		
0.3103		1-1		0.0051		0.1201	
1-2			0.0042		0.1778	1-3	
	0.0035			0.2159	1-4		0.0039
		0.2803		2-2		0.0042	
0.1290		2-3			0.0035		0.1670
2-4			0.0039			0.2295	3-3
	0.0035			0.1146			
			0.1771	4-4		0.0039	
0.0039		0.1335Commodity Charge:		SL-SL		0.0000	
	0.0104	SL-1			0.0002		0.0353
	SL-2		0.0002			0.0397	SL-3
		0.0002		0.0443		SL-4	
0.0002			0.0526	1-1			0.0002
	0.0335		1-2		0.0002		
0.0383		1-3		0.0002		0.0420	
1-4			0.0002		0.0506	2-2	
	0.0002			0.0321	2-3		0.0002
		0.0358		2-4		0.0002	
0.0444		3-3			0.0002		0.0310
3-4			0.0002			0.0396	4-4
	0.0002			0.0358			

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 40**

Original Sheet No. 40		Cost Components of Currently				
Effective		STF Transportation Base Demand Rates			Receipt	
Delivery	Point	Storage		Peak:	Transmission	SL-SL
-----		-----		-----		
	0.0000		0.1188	SL-1		
0.0077		0.2245	SL-2		0.0063	
	0.3109	SL-3		0.0052		
0.3679	SL-4		0.0059		0.4642	
1-1		0.0077		0.1796	1-2	
	0.0063		0.2660	1-3		0.0052
		0.3230	1-4		0.0059	
	0.4193	2-2		0.0063		0.1929
2-3			0.0052	0.2499	2-4	
	0.0059		0.3433	3-3		
0.0052		0.1714	3-4		0.0059	
	0.2648	4-4		0.0059		
0.1997	Off-Peak:			0.0000		0.0516
SL-1		0.0033		0.0976	SL-2	
	0.0027		0.1351	SL-3		
0.0023		0.1598	SL-4		0.0025	
	0.2017	1-1		0.0033		
0.0781	1-2		0.0027		0.1156	
1-3		0.0023		0.1403	1-4	
	0.0025		0.1822	2-2		0.0027
		0.0839	2-3		0.0023	
	0.1085	2-4		0.0025		0.1492
3-3			0.0023	0.0745	3-4	
	0.0025		0.1152	4-4		
0.0025		0.0868				

Effective Date: 09/15/2008 Status: Effective  
 FERC Docket: RP08-392-003

**Substitute Original Sheet No. 41** Substitute Original Sheet No. 41

Cost Components of Currently Effective  
 NNS, NNL, SGT, and SGL Transportation Base Rates

Cost Components of NNS Rates		Storage	Transmission
-----		-----	-----
Daily Demand Rate Zone SL		0.1127	0.0673
	1	0.1324	0.1458
	2	0.1035	0.2053
	3	0.1099	0.2444
	4	0.1102	0.3088
Commodity Charge Zone SL		0.0127	0.0126
	1	0.0078	0.0353
	2	0.0062	0.0398
	3	0.0048	0.0442
	4	0.0085	0.0529
Cost Components of NNL Rates		Storage	Transmission
-----		-----	-----
Daily Demand Rate Zone SL		0.0706	0.0673
	1	0.0903	0.1458
	2	0.0614	0.2053
	3	0.0678	0.2444
	4	0.0681	0.3088
Commodity Charge Zone SL		0.0127	0.0126
	1	0.0078	0.0353
	2	0.0062	0.0398
	3	0.0048	0.0442
	4	0.0085	0.0529
Cost Components of SGT Rates			
-----			
Zone SL		0.1412	0.0798
	1	0.2726	0.3269
	2	0.2132	0.4504
	3	0.2246	0.5330
	4	0.2289	0.6705
Cost Components of SGL Rates			
-----			
Zone SL		0.0954	0.0798
	1	0.1884	0.3269
	2	0.1290	0.4504
	3	0.1404	0.5330
	4	0.1447	0.6705

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 42

Effective Delivery		Point		IT Transportation Base Rates		Cost Components of Currently Receipt Transmission	
-----		-----		Storage		-----Peak: SL-SL	
0.0079		0.0000		0.1292		SL-1	
0.4122		0.3506		0.2598		0.0054	
1-1		SL-4		SL-3		0.0065	
0.0065		0.0079		0.0061		0.5168	
0.4699		0.3650		0.3043		1-2	
2-3		2-2		1-4		1-3	
0.0054		0.0061		0.0065		0.0061	
0.2355		0.3044		0.3877		0.2857	
Off-Peak:		SL-SL		3-4		3-3	
SL-1		0.0029		0.0035		0.0061	
0.0025		0.2041		0.1748		0.1329	
0.1116		1-2		SL-4		SL-3	
1-3		0.0025		0.0029		0.0035	
0.0027		0.1160		0.2328		0.1823	
0.1443		2-4		2-3		2-2	
0.0027		0.0025		0.0027		0.0025	
0.0027		0.1226		0.1548		0.1055	
						4-4	
						0.1936	
						3-4	
						0.0620	
						SL-2	
						0.0027	
						0.1539	
						1-4	
						0.0029	

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 43** Sheet No. 43

Sheet Nos. 43 through 50 Reserved for Future Use

*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

**Second Revised Sheet No. 51** Second Revised Sheet No. 51

Superseding: First Revised Sheet No. 51

This sheet is hereby cancelled.

*Effective Date: 04/01/2010    Status: Effective*

*FERC Docket: RP10-566-000*

**Second Revised Sheet No. 52** Second Revised Sheet No. 52

Superseding: Sheet Nos. 52 Through 53

This sheet hereby cancels:

First Revised Sheet No. 52

First Revised Sheet No. 53

Sheet Nos. 52 and 53 are reserved for future use.



Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP00-426-041

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

Other:

Authorized Hourly Overrun Rate: The Authorized Hourly Overrun Rate applicable to all hourly deliveries at a flow rate greater than 1/16 of the daily Contract Demand shall be \$0.00 if 100% of deliveries are transported using this SNS agreement, otherwise \$0.10 per MMBtu. Such hourly rate for authorized overruns is in addition to the Negotiated Volumetric Rate or Daily Overrun Rate.

Daily Overrun rate: \$0.2500/MMBtu on all daily overrun quantities.

Fuel Retention: TVA shall pay the applicable fuel retention per Texas Gas' tariff.

Summer Minimum Quantity: The Summer Minimum Quantity shall be 12,047,000 MMBtu for the period beginning April 1, 2009, through October 31, 2009. If TVA fails to transport its Summer Minimum Quantity to the Primary Delivery Point(s) during the Summer Season, then Texas Gas shall bill TVA, and TVA shall pay, for such deficiency (the "Minimum Bill"). Such Minimum Bill shall be in an amount equal to the Negotiated Volumetric Rate of \$0.2350 per MMBtu times the difference between the applicable Summer Minimum Quantity and the actual quantity of gas transported during such Summer Season to the Primary Delivery Point(s). Authorized Daily Overrun volumes to the Primary Delivery Points will apply toward the Summer Minimum Quantity. Quantities delivered to the Qualified Delivery Point and the Alternate Delivery Point do not count toward Summer Minimum Quantity.

Capacity Release  
Crediting Mechanism: TVA may release its capacity under the SNS Agreement on a volumetric basis only, subject to the terms of Texas Gas' tariff. For each MMBtu delivered at the Primary or Qualified Delivery Point(s) or the Alternate Delivery Point, under any such release, Texas Gas will credit TVA for any revenues actually received from the replacement shipper up to the Negotiated Volumetric Rate and TVA will receive all revenues received from the replacement shipper for amounts in excess of the Negotiated Volumetric Rate.

To the extent TVA releases capacity at a rate less than the Negotiated Volumetric Rate, then TVA shall pay Texas Gas the difference between the capacity release rate and the Negotiated Volumetric Rate for all gas quantities delivered to the Primary or Qualified Delivery Point(s) or Alternate Delivery Point.

*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

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

Superseding: Sheet Nos. 54 Through 57

This sheet hereby cancels:

Original Sheet No. 54

Original Sheet No. 55

Original Sheet No. 56

First Revised Sheet No. 57

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

**Original Sheet No. 55** Original Sheet No. 55

STATEMENT OF NEGOTIATED RATES Shipper Name: Duke Energy Ohio, Inc. Contract Number:  
25573 Rate Schedule: FT Time Period: The  
latter of December 1, 2007, or the first day of the month following completion of the facilities as  
described on Exhibit A of Contract No. 25573, and continuing through March  
31, 2014. Contract Demand: 30,000 MMBtu/d Primary Receipt Point: Gulf  
South-Duke East TX/Meter No. 9085 Secondary Receipt Points: Any Zone 1, 2, 3, or 4 receipt  
point as stated on Texas Gas' Master Location List; Gulf South-Enbridge E  
TX/Meter No. 9086; Gulf South-ETC East Texas/Meter No. 9087; Gulf South-Enterprise ETX/Meter No.  
9088 Primary Delivery Point: Duke Energy Ohio, Inc./Meter No. 1229 Secondary Delivery Points:  
Any Zone 1, 2, 3, or 4 delivery point as listed on Texas Gas' Master Location List Negotiated  
Rate(s): Duke shall pay a Negotiated Demand Rate of \$0.4084/MMBtu, and a Negotiated  
Commodity Rate of \$0.0266/MMBtu for deliveries to the Primary  
Delivery Point, plus applicable ACA surcharge. Point Qualification(s): The Negotiated  
Commodity Rate is limited to deliveries to the Primary Delivery Point. Duke shall pay the  
maximum applicable commodity rate (including any commodity rate or charges paid by  
Texas Gas under the Gulf South lease), plus applicable ACA surcharge,  
for deliveries to any point other than the Primary Delivery  
Point. Fuel Retention: Duke shall pay the applicable fuel retention, including fuel  
attributable to the Gulf South lease, per Texas Gas' tariff. Other:  
Duke agrees that Texas Gas' applicable maximum rates and charges continue to  
apply except as expressly agreed herein. In the event of a conflict  
between this agreement and the tariff, the tariff will control.

Effective Date: 09/15/2008 Status: Effective  
 FERC Docket: RP08-392-000

**Original Sheet No. 56** Original Sheet No. 56

STATEMENT OF NEGOTIATED RATES		Contract	Rate		
Contract Demand	Receipt Point(s)	Daily Demand	Commodity	Shipper Name	Number Schedule
1/-	-----	-----	Delivery Point(s)	-----	Rate 1/,6/,7/,8/ Rate
Primary: Meter No. 9004 L.P.	-----	-----	Devon Gas	T025026 FT	100,000 MMBtu/d
		Primary: Meter No. 1247	\$0.19/MMBtu	2/,3/,4/,5/Services,	
		Enterprise/Texas Eastern		Lebanon, OH	
		Beckville, TX interconnect		(Dominion)	
		(Texas Eastern M&R No. 72892)			
Secondary: Texas Gas' master		Secondary: Texas Gas' master			
	receipt points for Zones 1-4		delivery points for Zones 1-41/	Time	
Period: December 1, 2005 through November 30, 2010		Commodity Rates:	Lebanon Delivery		
Points: \$0.14/MMBtu to Lebanon (Meter No. 1859, Texas Eastern; Meter No. 1247, Dominion; and/or Meter No. 1715,		Columbia); provided, however, to the extent Devon (or its			
replacement shipper) attempts to avoid the agreed to		Zone 4			
Negotiated Commodity Rates by utilizing another agreement in conjunction with rates set forth below to		backhaul gas from Lebanon to a Zone 4 delivery point, then the			
Negotiated Commodity Rate applicable to the		ultimate Zone 4 delivery			
point shall apply to the quantities delivered to Lebanon.		Other Delivery Points: \$0.18/MMBtu			
to Meter No. 1229, Cinergy and Meter No. 1720, Dayton, Ohio					
\$0.20/MMBtu to all other Zone 4 Delivery Points					\$0.17/MMBtu to Zone 3
Delivery Points		\$0.14/MMBtu to Zone 2 Delivery Points			
	\$0.12/MMBtu to Zone 1 Delivery Points				\$0.03/MMBtu
to Sharon, Louisiana	Effective May 1, 2006, to the extent Devon transports gas quantities in excess				
of its daily contract demand and such deliveries are considered	overrun solely due to the deliveries				
being made at Sharon, LA, then the transportation overrun rate to be paid by Devon on the overrun					
quantities shall be \$0.0776.	Devon will pay the following rates for all other transportation overrun				
volumes:	Transportation Overrun Rate to Lebanon:				
\$0.33/MMBtu	Transportation Overrun Rate to Meter 1229, Cinergy, And Meter 1720, Dayton:				
\$0.37/MMBtu	Transportation Overrun Rate to all other Zone 4 Delivery Points:				
\$0.39/MMBtu	Transportation Overrun Rate to Zone 3 Delivery Points:				
\$0.36/MMBtu	Transportation Overrun Rate to Zone 2 Delivery Points:				
\$0.33/MMBtu	Transportation Overrun Rate to Zone 1 Delivery Points Other than Sharon, LA:				
\$0.31/MMBtu ***	Footnotes 4/ through 8/ found on Original Sheet No. 57.				

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-129-000

**First Revised Sheet No. 57** First Revised Sheet No. 57

Superseding: Original Sheet No. 57

4/The Minimum Annual Commodity Revenue (MACR) paid by Devon to Texas Gas pursuant to the Negotiated Commodity Rates set forth herein shall not be less than \$3,000,000.00 for each consecutive 12 month period (December through November) during the term hereof.; provided however that up to \$900,000 of IT revenues received by Texas Gas under Contract No. 25151 for interruptible transportation of up to 100,000 MMBtu/d from Meter No.

2757, Sharon, Louisiana to pipeline interconnects in Texas Gas Zone SL (at a discounted rate of \$0.0375 per MMBtu) may be credited toward the MACR in each applicable twelve month period. If Devon fails to transport a sufficient quantity of gas during any such 12 month period to generate total commodity revenues that meet or exceed the MACR, then Texas Gas shall bill Devon, and Devon shall pay, for such deficiency.

5/Fuel Retention: Devon will incur and pay the applicable Texas Eastern and Texas Gas fuel retention rates for all gas quantities received at the Primary Receipt Point, except for deliveries to Sharon, Louisiana. Devon will only incur the Texas Eastern fuel retention rate for all gas quantities received at the Primary Receipt Point and delivered to Sharon, Louisiana. Devon will incur only the applicable Texas Gas fuel retention rate for all gas quantities received at any Secondary Receipt Point. Texas Eastern's revised fuel rate is 0.44% and is subject to change annually based upon actual fuel used to provide this service. Texas Gas' fuel rates will be stated in its tariff on Sheet No. 37 and are subject to a tracker that is filed annually. Texas Gas and Devon agree to resolve any fuel over or under collections (i.e., fuel true up) incurred moving gas quantities under this agreement through the Texas Eastern leased capacity as soon as possible after this agreement expires. Such true up shall be provided in actual volumes (i.e., in-kind) unless Devon and Texas Gas mutually agree otherwise.

6/Capacity Release Crediting Mechanism: Devon may release its capacity under the FT agreement, subject to the terms of Texas Gas' tariff, provided that Texas Gas is paid the Negotiated Rates set forth above. For each MMBtu delivered under any release or re-release, Texas Gas will credit Devon for any revenues received from the releasing shipper(s) up to the Negotiated Rates and Devon will pay Texas Gas the difference, if any, between the Negotiated Rates and the amount actually received from the replacement shipper(s). Devon will receive all revenues received from the replacement shipper(s) for amounts in excess of the Negotiated Rates. Alternatively, Devon may elect a different negotiated pricing structure for Zone 1 to 4 capacity released as detailed in 2/ above.

7/Alternative Pricing Mechanism: To the extent Devon releases capacity from Zone 1 to 4, then Devon may elect the following alternate pricing structure for such portion of firm capacity released, for the term of the release:

Daily Demand Rate:	\$0.335/MMBtu
Commodity Rate:	
Lebanon Delivery Points:	Minimum FT Commodity Rate to Lebanon, Meter Nos. 1247, 1715 and 1859
Other Delivery Points:	Maximum applicable FT Commodity Rate

All incremental demand revenues (i.e. demand revenues in excess of \$0.19/MMBtu) received as a result of Devon's election of this alternate pricing structure will be credited toward Devon's Minimum Annual Commodity Revenue commitment. Devon must notify Texas Gas of its election to price capacity released using this revised pricing structure prior to or at the time that it posts capacity for release on Texas Gas' internet website.

8/Adjustment for Force Majeure on Texas Eastern: If Texas Eastern declares force majeure which renders it unable to transport gas from east Texas to Sharon, and to the extent Texas Gas is relieved thereby of any obligation to pay lease charges to Texas Eastern, then Texas Gas will reduce Devon's demand rate by the amount of the Texas Eastern lease payment that Texas Gas is not required to pay for that force majeure period.

*Effective Date: 05/01/2009    Status: Effective*

*FERC Docket: RP00-426-045*

**First Revised Sheet No. 58** First Revised Sheet No. 58

Superseding: Original Sheet No. 58

This sheet hereby cancels:

Original Sheet No. 58

Sheet No. 58 is now reserved for future use.

*Effective Date: 04/01/2009    Status: Effective*  
*FERC Docket: RP00-426-044*

**Sheet No. 59** Sheet No. 59  
Superseding: Original Sheet No. 59

Sheet No. 59 is not issued, but is reserved for future use.

*Effective Date: 04/01/2009    Status: Effective*  
*FERC Docket: RP00-426-044*

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

Sheet No. 60 is not issued, but is reserved for future use.



*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

**Second Revised Sheet No. 61** Second Revised Sheet No. 61

Superseding: First Revised Sheet No. 61

This sheet is hereby cancelled.

*Effective Date: 05/01/2009    Status: Effective*

*FERC Docket: RP00-426-046*

**First Revised Sheet No. 62** First Revised Sheet No. 62

Superseding: Original Sheet No. 62

This sheet hereby cancels:

Original Sheet No. 62

Sheet No. 62 is now reserved for future use.

*Effective Date: 05/01/2009    Status: Effective*  
*FERC Docket: RP00-426-045*

**First Revised Sheet No. 63** First Revised Sheet No. 63  
Superseding: Sheet Nos. 63 Through 69

This sheet hereby cancels:

Original Sheet No. 63

Original Sheet No. 64

Original Sheet No. 65

Original Sheet No. 66

Original Sheet No. 67

Original Sheet No. 68

Original Sheet No. 69

Sheet Nos. 63 through 69 are now reserved for future use.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-003

**Original Sheet No. 64** Original Sheet No. 64

Summer Minimum Quantity: 11,389,300 MMBtu for the period beginning April 1, 2008, through October 31, 2008. If TVA fails to transport the Summer Minimum Quantity to the Primary Delivery Point(s) during the Summer Season, then Texas Gas shall bill TVA and TVA shall pay for such deficiency (the "Minimum Bill"). Such Minimum Bill shall be in an amount equal to the Negotiated Volumetric Rate of \$0.2478/MMBtu times the difference between the applicable Summer Minimum Quantity and the actual quantity of gas transported during such Summer Season to the Primary Delivery Point(s). Authorized Daily Overrun volumes to the Primary Delivery Point(s) will apply toward the Summer Minimum Quantity. Quantities delivered to the Qualified Delivery Point and the Alternate Delivery Point do not count toward the Summer Minimum Quantity.

Delivery Point Qualification: The Negotiated Volumetric Rates set out above are limited to deliveries to the above Primary and Qualified Delivery Point(s) and the Alternate Delivery Point, as applicable. To the extent that TVA or its replacement shipper(s) delivers gas to any other point(s), then the Negotiated Volumetric Rate shall not apply. In such cases, TVA shall pay the maximum SNS Zone 1 reservation rate plus applicable maximum commodity rate for an equivalent amount of its contract demand (i.e., an amount of contract demand equal to the quantity delivered to such other point(s) by TVA and/or its replacement shipper).

Capacity Release Crediting Mechanism: TVA may release its capacity under the SNS Agreement on a volumetric basis only, subject to the terms of Texas Gas' tariff. For each MMBtu delivered at the Primary or Qualified Delivery Point(s) or Alternate Delivery Point, under any such release, Texas Gas shall credit TVA for any revenues actually received from the replacement shipper up to the Negotiated Volumetric Rate and TVA will receive all revenues received from the replacement shipper for amounts in excess of the Negotiated Volumetric Rate. To the extent TVA releases capacity at a rate less than the Negotiated Volumetric Rate, then TVA shall pay Texas Gas the difference between the capacity release rate and the Negotiated Volumetric Rate for all gas quantities delivered to the Primary or Qualified Delivery Point(s) or Alternate Delivery Point.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-003

Original Sheet No. 65 Original Sheet No. 65

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southwestern Energy Services Company

Contract No.: 27015

Rate Schedule: STF

Time Period(s): From the Interim Service Commencement Date through the earlier of the  
Service Commencement Date or the  
effective date of any exercise of termination rights by Texas Gas or  
Customer pursuant to Section 6 of the  
Precedent Agreement.

Quantity(ies): 500,000 MMBtu/d

Point(s): Eligible Primary Receipt Point(s): Caddis #1, Meter No. 9058  
Cove Creek #1 Meter No. 9050  
Midge #1, Meter No. 9080  
New Quitman #1, Meter No. 9074  
South Rainbow #2, Meter No. 9020  
Southeast Rainbow #1, Meter No. 9027  
Sturgeon #1, Meter No. 9023  
Yellowstone #1, Meter No. 9062

Eligible Primary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533

Rate(s): The rates set forth below will remain in effect for the term of this  
Agreement without regard to Texas Gas' maximum  
or minimum applicable rates.

Negotiated Volumetric Rates: \$0.0803 per MMBtu plus applicable ACA  
surcharge, for all gas quantities transported and delivered to the Primary and Delivery Points  
identified herein.

Fuel Rate(s): 0.10% per MMBtu

Point Qualification(s): The Negotiated Volumetric Rate shall apply to (i) all transactions using  
Eligible Primary and/or Eligible Secondary  
Points and (ii) any changes in primary points using Eligible Points. Any  
transaction that uses a point other than an  
Eligible Point shall be at Texas Gas' maximum applicable transportation  
rate.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-003

Original Sheet No. 66 Original Sheet No. 66

STATEMENT OF NEGOTIATED RATES

Shipper Name: Petrohawk Energy Corporation

Contract No.: 27426

Rate Schedule: STF

Time Period(s): From the Interim Service Commencement Date through the earlier of the  
Service Commencement Date or the  
effective date of any exercise of termination rights by Texas Gas or  
Customer pursuant to Section 6 of the  
Precedent Agreement.

Quantity(ies): 100,000 MMBtu per day

Point(s): Eligible Primary Receipt Point(s): Big Hawk, Meter No. 9092  
Quitman West, Meter No. 9093  
Quitman East, Meter No. 9095  
Southeast Rainbow #1, Meter No.  
9027

Eligible Secondary Receipt Point(s): Other points of interconnection  
on the Fayetteville Lateral.

Eligible Primary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
TETCO-Bald Knob, Meter No. 9533

Negotiated Rate(s): Notwithstanding anything provided in Paragraph 9 of the Firm Transportation  
Agreement, Contract No. 27426, the rates  
set forth below will remain in effect for the term of this Agreement  
without regard to Texas Gas' maximum or minimum  
applicable rates.

Negotiated Volumetric Rate: \$.1000 per MMBtu plus applicable ACA  
surcharge for deliveries to any of the eligible  
Primary Delivery Points.

Fuel Rate(s): 0.10% per MMBtu

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the  
Eligible Primary and Secondary Receipt Points to  
the Eligible Primary Delivery Points. Petrohawk shall pay Texas Gas'  
maximum applicable transportation rate to the  
extent gas is transported using a receipt or delivery point other than the  
Eligible Primary and Secondary Receipt  
Points and the Eligible Primary Delivery Points listed above.

Effective Date: 12/22/2008 Status: Effective  
FERC Docket: RP00-426-040

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

STATEMENT OF NEGOTIATED RATES

Shipper Name: Cross Timbers Energy Services, Inc.

Contract No.: 29060

Rate Schedule: STF

Time Period(s): From the Interim Service Commencement Date through the earlier of the  
Service Commencement Date of the  
effective date of any exercise of termination rights by Texas Gas or  
Customer pursuant to Section 6 of the  
Precedent Agreement.

Quantity(ies): 50,000 MMBtu per day

Point(s): Eligible Primary Receipt Point(s): East Cutthroat #1, Meter No. 9076  
Stonefly #1, Meter No. 9079

Eligible Secondary Report Point(s): Other points of interconnection  
on the Fayetteville Lateral

Eligible Primary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533  
Lula, Meter No. 9714 (available  
when Fayetteville Lateral extending to Texas  
in-service) Gas' mainline is complete and

Negotiated Rate(s): Notwithstanding anything provided in Paragraph 9 of the Firm Transportation  
Agreement, Contract No. 29060, the rates  
set forth below will remain in effect for term of this Agreement without  
regard to Texas Gas' maximum or minimum  
applicable rates for service under the FT rate schedule.

Volumetric Rates: \$.1000 per MMBtu plus applicable ACA surcharge for  
deliveries to NGPL, MRT, and TETCO at Bald Knob

\$0.1760 per MMBtu plus applicable ACA surcharge for  
deliveries to Lula

Fuel Rate: 0.10% per MMBtu

Point Qualification(s): The Negotiated Volumetric Rates shall apply to transportation service from  
the Eligible Primary Receipt Points to the  
Eligible Primary Delivery Points. Cross Timbers shall pay Texas Gas'  
maximum applicable transportation and fuel  
rates to the extent gas is transported using a point other than an eligible  
receipt and delivery point.

Other: The term "Precedent Agreement", "Interim Service Commencement Date",  
"Service Commencement Date", "Fayetteville  
Lateral" and "Greenville Lateral" as used herein have the meanings as  
defined in the WHEREAS clauses of Contract No.  
29060.

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 68 Original Sheet No. 68

STATEMENT OF NEGOTIATED RATES

Shipper Name: Northern Illinois Gas Company dba Nicor Gas Company (Nicor)

Contract No.: 27652

Rate Schedule: STF

Time Period(s): November 1, 2008 through March 31, 2009

Quantity(ies): 100 MMBtu per day

Point(s): Qualified Delivery Point(s): ANR-Slaughters/Zone 3, Meter No. 8082  
Midwestern-Bicknell/Zone 3, Meter No. 8085  
Midwestern-Whitesville/Zone 3, Meter No. 8073

Negotiated Rate(s): Volumetric Rate: \$0.4659 per MMBtu

Time Period(s): November 1, 2009 through March 31, 2010  
November 1, 2010 through March 31, 2011  
November 1, 2011 through March 31, 2012

Quantity(ies): 47,000 MMBtu/d

Point(s): Qualified Delivery Point(s): Midwestern-Bicknell/Zone 3, Meter No. 8085  
Midwestern-Whitesville/Zone 3, Meter No. 8073

Negotiated Rate(s): Discounted Demand Rate: For each unit of its daily contract demand, Nicor shall pay a discounted STF daily demand rate in a specified relationship to the quantities actually transported as follows: Nicor's daily demand rate shall vary between \$0.14 and \$0.185 per MMBtu based upon actual usage during each winter season. To the extent Nicor utilizes its STF contract at a 50% load factor or less, its STF demand rate will be \$0.185 per MMBtu. To the extent Nicor utilizes its STF contract at a 100% load factor, its STF demand rate will be \$0.140 per MMBtu. Nicor's STF demand rate for usage greater than 50% but less than 100% will be prorated based upon actual usage. Only deliveries to Midwestern-Bicknell, Meter No. 8085, or Midwestern-Whitesville, Meter No. 8073, will be used to calculate the load factor (LF) for the winter season. The winter season daily demand rate for usage greater than 50% load factor and less than 100% load factor shall be calculated using the following formula:

$$\$0.185 - ((LF - .50)/.50)*.05)$$

For billing purposes, each month the discounted daily demand rate will be calculated based upon the current month load factor and in March of each year, the current winter season daily demand rate will be billed and all prior months of that winter season will be adjusted to reflect the winter season daily demand rate.

\*\*\*Continued on Sheet No. 69



Effective Date: 11/01/2008 Status: Effective  
FERC Docket: RP08-392-003

Original Sheet No. 69 Original Sheet No. 69

STATEMENT OF NEGOTIATED RATES

Discounted Commodity Rate: Texas Gas' effective applicable minimum FT  
commodity rate plus applicable ACA charges.

Incremental Rate(s):

1715 Qualified Delivery Points: Lebanon-Columbia/Zone 4, Meter No.  
1247 Lebanon-dominion/Zone 4, Meter No.  
No. 1859 Lebanon-Texas Eastern/Zone 4, Meter

Discounted Demand Rate: In addition to the negotiated  
volumetric rate of \$0.4659/MMBtu for the period November 1, 2008 through  
March 31, 2009, and the discounted STF rate between \$0.14 and  
\$0.1850/MMBtu for the period November 1, 2009 through March 31,  
2012, Nicor will pay an incremental demand rate for  
deliveries to the Zone 4 Qualified Delivery Points listed above of \$0.05  
per MMBtu.

Commodity Rate: During the period November 1, 2009,  
through March 31, 2012, Nicor will also pay Texas Gas' effective  
applicable maximum FT commodity rate plus applicable ACA charges.

Fuel Retention: In addition to the proposed rates above, Nicor  
will be responsible for the applicable fuel retention.

Point Qualification(s): During the November 1, 2009 through March 31, 2012 time period, the  
Discounted Demand and Commodity Rates are limited to 47,000 MMBtu/day delivered at the Qualified Delivery  
Point(s) specified above. To the extent that Nicor or its replacement shipper(s) deliver gas to a  
non-qualified delivery point on any day, then the discounted demand rate provided above shall not apply to an  
equivalent portion of Nicor's contract demand for that day. In such case, Nicor shall pay the maximum  
Zone 3 reservation rate multiplied by the quantity delivered to the alternate delivery point(s) (up  
to, but not exceeding, the firm contract demand established under this agreement for gas quantities  
transported within the firm contract demand). Nicor shall continue to receive the Discounted Demand  
Rate for the remainder of its contract demand, if any, in excess of the quantity delivered to the  
alternate delivery point(s).

Gas' Master Receipt Point The above-described rates apply to receipts from points specified in Texas  
Listing for Zones SL, 1, 2, and 3.

Other: N/A

*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

**First Revised Sheet No. 70** First Revised Sheet No. 70  
Superseding: Sheet Nos. 70 Through 81A

This sheet hereby cancels:

Original Sheet No. 70  
Original Sheet No. 71  
Original Sheet No. 72  
Original Sheet No. 73  
Original Sheet No. 74  
Original Sheet No. 75  
Original Sheet No. 76  
Substitute Original Sheet No. 77  
Original Sheet No. 78  
Original Sheet No. 79  
Original Sheet No. 80  
Original Sheet No. 81  
Original Sheet No. 81A

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP09-67-000

Original Sheet No. 71 Original Sheet No. 71

STATEMENT OF NEGOTIATED RATES

Shipper Name: Anadarko Energy Services Company

Contract No.: 21939

Rate Schedule: FT

Time Period(s): November 1, 2008 - March 31, 2014

Quantity(ies): 90,000 MMBtu per day

Point(s): Delivery Point(s) Lebanon-Texas Eastern, Meter No. 1859 (Lebanon)  
Lebanon-Dominion, Meter No. 1247 (Lebanon)  
Lebanon-Columbia Gas, Meter No. 1715 (Lebanon)  
Duke Energy Ohio, Meter No. 1229 (Duke)  
Lebanon-Dayton, Meter No. 1720 (Dayton)  
Zone 4 (Non-Lebanon)  
Zone 3 (Non-storage)  
Storage Complex, Meter No. 4800 (Storage)  
Zone 2  
Zone 1  
Zone SL  
Zone to be determined (Greenville Lateral)

Receipt Point(s): Any receipt point on Texas Gas' Master Location List

Negotiated Rate(s): Demand Rate: \$0.20 per MMBtu /day

Commodity Rates: \$0.11 per MMBtu/day Lebanon-Texas Eastern;  
Lebanon-Dominion, and Lebanon-Columbia Gas \$0.13 per MMBtu/day Duke Energy-Ohio and Lebanon-Dayton  
\$0.17 per MMBtu/day All other Zone 4 delivery points  
\$0.14 per MMBtu/day All Zone 3 delivery points,  
exclusive of storage  
\$0.025 per MMBtu/day Texas Gas- Storage Complex in Zone  
3  
\$0.11 per MMBtu/day All Zone 2 delivery points  
\$0.08 per MMBtu/day All Zone 1 delivery points  
\$0.0104 per MMBtu/day All Zone SL delivery points, plus  
Texas Gas' currently effective ACA surcharge  
\$0.26 per MMBtu/day All delivery points on Texas Gas'  
Greenville Lateral

Fuel Rate(s): Texas Gas' currently effective fuel percentages.  
Deliveries to Greenville Lateral shall also include  
percentage. Texas Gas' currently effective Greenville Lateral fuel  
percentage.

\*Continued on Sheet No. 72

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP09-67-000

Original Sheet No. 72 Original Sheet No. 72

Overrun Rate: To the extent Anadarko transports gas quantities in excess of its firm capacity rights on any day, then Texas Gas' currently effective Zone SL to Zone 4 FT overrun rate shall apply. If Anadarko is delivering gas on the Greenville Lateral and incurs overrun, then in addition to Texas Gas' Zone SL to Zone 4 FT overrun rate, Anadarko shall pay a negotiated commodity rate of \$0.20 per MMBtu/day.

Point Qualification(s): None

Annual Minimal Commodity

Revenue Commitment: The Annual Minimum Commodity Revenue Commitment (excluding ACA) paid by Anadarko to Texas Gas pursuant to the Negotiated Commodity Rates set forth herein shall be \$2,500,000 for each consecutive twelve month period (November through October) for contract years beginning November 1, 2008 and ending October 31, 2013. For the period beginning November 1, 2013 and ending March 31, 2014 the Minimum Commodity Revenue Commitment shall be \$1,034,250. For gas quantities transported on the Greenville lateral, \$0.06 per MMBtu of commodity revenues shall be applied toward the Annual Minimum Commodity Revenue Commitment.

To the extent Texas Gas pays for any or all of the cost to install a new interconnect with Anadarko in the Carthage area, Anadarko agrees to reimburse Texas Gas for such costs, including time value of money, through an increase in the Annual Minimum Commodity Revenue Commitment under this FT agreement over the remaining contract term. At the time the increased Annual Minimum Commodity Revenue Commitment commences, if Anadarko does not meet the Annual Minimum Commodity Revenue Commitment in a contract year or partial contract year in the case of the November 1, 2013 to March 31, 2014 time period, Texas Gas agrees to allow Anadarko to use up to 50% of any excess commodity revenues (i.e., commodity revenues in excess of the Annual Minimum Commodity Revenue Commitment paid in the immediately preceding year up to a maximum amount of 50% of the increase in the Annual Minimum Commodity Revenue Commitment (i.e., Annual Minimum Commodity Revenue Commitment in excess of \$2,500,000)). Excess revenues in a contract year may only be carried forward to the subsequent contract year and only if Anadarko does not meet the Annual Minimum Commodity Revenue Commitment and is required to make a payment as a result of the commodity revenue shortfall. To the extent, Anadarko meets the Annual Minimum Commodity Revenue Commitment in a contract year, no excess commodity revenues from the immediately preceding year will be carried over.

Additionally, in determining whether any shortfall or excess revenues exist in the Annual and Winter Season Minimum Commodity Revenue Commitments under the FT and STF agreements, Texas Gas will look at the Minimum Commodity Revenue Commitments and actual commodity revenues paid by Anadarko and its replacement shippers in the aggregate. To the extent the total commodity revenues paid by Anadarko under both contracts equal or exceed the total Minimum Commodity Revenue Commitment under the FT and STF agreements (\$2,672,400 for the contract years beginning November 1, 2008 and ending October 31, 2013 and \$1,206,650 for the Winter Season beginning November 1, 2013 and ending March 31, 2014) then Anadarko will not be required to pay any shortfall. To the extent that the total commodity revenues paid by Anadarko exceeds the total Minimum Commodity Revenue Commitment under the FT and STF agreements, then 50% of such excess commodity revenues may be carried forward subject to the limitations described in the paragraph above.

Continued on Sheet No. 73

Effective Date: 11/01/2008 Status: Effective  
FERC Docket: RP09-67-000

**Original Sheet No. 73** Original Sheet No. 73

Annual Minimal Commodity

Revenue Commitment (cont'd): To the extent Anadarko releases capacity from Zone SL to Zone 4 or from Zone 1 to Zone 4, then Anadarko may

elect the following alternate pricing mechanism:

Demand Rate: \$0.3142 per MMBtu/day for Zone SL to Zone 4  
\$0.2842 per MMBtu/day for Zone 1 to Zone 4

currently effective fuel percentage Commodity Rates: \$0.025 per MMBtu to Lebanon, plus Texas Gas'  
commodity rate plus ACA surcharge and Texas Gas' Texas Gas' currently effective maximum  
other points currently effective fuel percentage to all

All the incremental demand revenues (demand revenues in excess of \$0.20/MMBtu) and the commodity revenues (excluding any commodity revenues related to transportation service on the Greenville Lateral) will be credited toward

Anadarko's Minimum Annual Commodity Revenue Commitment. Anadarko must notify Texas Gas of its election to price capacity released using this revised pricing structure prior to or at the time it posts capacity for release on Texas Gas' website.

To the extent Anadarko does not elect the alternate pricing mechanism, the negotiated rates will apply. For each MMBtu delivered under any release or re-release, Texas Gas will credit Anadarko for any revenues received from the replacement shipper(s) up to the Negotiated Rates and Anadarko will pay Texas Gas the difference, if any, between the Negotiated Rates and the amount actually received from the replacement shipper(s). Anadarko will receive all revenues received from the replacement shipper(s) for amounts in excess of the Negotiated Rates.

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP09-67-000

Original Sheet No. 74 Original Sheet No. 74

STATEMENT OF NEGOTIATED RATES

Shipper Name: Anadarko Energy Services Company

Contract No.: 21946

Rate Schedule: STF

Time Period(s): 6 Winter Seasons beginning November 1, 2008 - March 31, 2014

Quantity(ies): 15,000 MMBtu/d

Point(s): Delivery Point(s): Lebanon-Texas Eastern, Meter No. 1859 (Lebanon)  
Lebanon-Dominion, Meter No. 1247 (Lebanon)  
Lebanon-Columbia Gas, Meter No. 1715 (Lebanon)  
Duke Energy Ohio, Meter No. 1229 (Duke)  
Lebanon-Dayton, Meter No. 1720 (Dayton)  
Zone 4 (Non-Lebanon)  
Zone 3 (Non-storage)  
Storage Complex, Meter No. 4800 (Storage)  
Zone 2  
Zone 1  
Zone SL  
Zone to be determined (Greenville Lateral)

Receipt Point(s): Any receipt point on Texas Gas' Master Location List

Negotiated Rate(s): Demand Rate: \$0.20 per MMBtu/day

Commodity Rates: \$0.11 per MMBtu/day Lebanon-Texas Eastern;  
Lebanon-Dominion; Lebanon-Columbia Gas \$0.13 per MMBtu/day Duke Energy-Ohio and  
Lebanon-Dayton \$0.17 per MMBtu/day All other Zone 4 delivery  
points \$0.14 per MMBtu/day All Zone 3 delivery points,  
exclusive of storage \$0.025 per MMBtu/day Texas Gas' Storage Complex in  
Zone 3 \$0.11 per MMBtu/day All Zone 2 delivery points  
\$0.08 per MMBtu/day All Zone 1 delivery points  
\$0.0104 per MMBtu/day All Zone SL delivery points,  
plus Texas Gas' currently effective ACA surcharge  
Gas' Greenville Lateral \$0.26 per MMBtu/day All delivery points on Texas

Fuel Rate(s): Texas Gas' currently effective fuel percentage. Deliveries to Greenville  
Lateral shall also include Texas Gas'  
currently effective Greenville Lateral fuel percentage.

\*Continued on Sheet No. 75

Effective Date: 11/01/2008 Status: Effective  
FERC Docket: RP09-67-000

**Original Sheet No. 75** Original Sheet No. 75

Overrun Rate: To the extent Anadarko transports gas quantities in excess of its firm capacity rights on any day, then Texas Gas' currently effective Zone SL to Zone 4 STF overrun rate shall apply. If Anadarko is delivering on the Greenville Lateral and incurs overrun, then in addition to Texas Gas' Zone SL to Zone 4 STF overrun rate, Anadarko shall pay a negotiated commodity rate of \$0.20 per MMBtu/day.

Point Qualification(s): None

Winter Season Minimal  
Commodity Revenue

Commitment: The Winter Season Minimum Commodity Revenue Commitment (excluding ACA) paid by Anadarko to Texas Gas pursuant to the Negotiated Commodity Rates set forth herein shall be \$172,400 for each winter season (November through March) for contract years beginning November 1, 2008 and ending March 31, 2014. For gas quantities transported on the Greenville lateral, \$0.06 per MMBtu of commodity revenues shall be applied toward the Winter Season Minimum Commodity Revenue Commitment.

In determining whether any shortfall or excess revenues exist in the Winter Season Minimum Commodity Revenue Commitment, Texas Gas will look at the Minimum Commodity Revenue Commitment and actual commodity revenues paid by Anadarko and its replacement shippers in the aggregate under this agreement and Anadarko's FT Contract No. 21939. To the extent the total commodity revenues paid by Anadarko under both contracts equal or exceed the total Minimum Commodity Revenue Commitment under FT Contract No. 21939 and this agreement (\$2,672,400 for the contract years beginning November 1, 2008 and ending October 31, 2013 and \$1,206,650 for the Winter Season beginning November 1, 2013 and ending March 31, 2014) then Anadarko will not be required to pay any shortfall. To the extent that the total commodity revenues paid by Anadarko exceeds the total Minimum Commodity Revenue Commitment under FT Contract No. 21939 and this agreements in a contract year, then 50% of such excess commodity revenues may be carried forward to the subsequent contract year only if Anadarko does not meet the Minimum Commodity Revenue Commitment and is required to make a payment as a result of the commodity revenue shortfall. To the extent Anadarko meets the Annual Minimum Commodity Revenue Commitment in a contract year, no excess commodity revenues from the immediately preceding year will be carried forward.

To the extent Anadarko releases capacity from Zone SL to Zone 4 or from Zone 1 to Zone 4, then Anadarko may elect the following alternate pricing mechanism:

Demand Rate: \$0.3142 per MMBtu/day for Zone SL to Zone 4  
\$0.2842 per MMBtu/day for Zone 1 to Zone 4

Commodity Rates: \$0.025 per MMBtu to Lebanon, plus Texas Gas' currently effective fuel percentage  
Texas Gas' currently effective maximum commodity rate plus ACA surcharge and Texas Gas' currently effective fuel percentage to all other points

\*Continued on Sheet No. 76

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP09-67-000

Original Sheet No. 76 Original Sheet No. 76

Winter Season Minimal

Commodity Revenue

Commitment (cont'd): All the incremental demand revenues (demand revenues in excess of \$0.20/MMBtu) and the commodity revenues

(excluding any commodity revenues related to transportation service on the Greenville Lateral) will be credited

toward Anadarko's Minimum Winter Season Commodity Revenue Commitment.

Anadarko must notify Texas Gas of its

election to price capacity released using this revised pricing structure prior to or at the time it posts

capacity for release on Texas Gas' website.

To the extent Anadarko does not elect the alternate pricing mechanism, the negotiated rates will apply. For each

MMBtu delivered under any release or re-release, Texas Gas will credit Anadarko for any revenues received from the

replacement shipper(s) up to the Negotiated Rates and Anadarko will pay Texas Gas the difference, if any, between the

Negotiated Rates and the amount actually received from the replacement shipper(s). Anadarko will receive all revenues

received from the replacement shipper(s) for amounts in excess of the Negotiated Rates.



Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP10-139-000

**Substitute Original Sheet No. 77** Substitute Original Sheet No. 77

STATEMENT OF NEGOTIATED RATES

Shipper Name: BP Energy Company (BP Energy)

Contract No.: 28814

Rate Schedule: STF

Time Period(s): The later of (i) April 1, 2009 or (ii) the first day of the month following  
the date on which the Expansion Project facilities are complete and made available for service  
and extending through March 31, 2010

Quantity(ies): 37,500 MMBtu per day April 1, 2009 through June 30, 2009  
50,000 MMBtu per day July 1, 2009 through December 31, 2009  
37,500 MMBtu per day January 1, 2010 through March 31, 2010

Point(s): Eligible Primary Receipt Point(s): Mountain Home, Meter No. 9071  
Twin Groves, Meter No. 9097  
Eligible Secondary Receipt Point(s): Other points of interconnection on  
the Fayetteville Lateral  
Eligible Primary Delivery Point(s): Lula, Meter No. 9714  
Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533

Negotiated Rate(s):  
Demand: \$0.2000 MMBtu per day  
\$0.2400 MMBtu per day (receipts at Twin Groves, Meter No. 9097)

Commodity: \$0.0010 per MMBtu plus applicable ACA surcharge

Fuel: 0.10% per MMBtu (Beginning April 1, 2009 through the earlier of (i) March  
31, 2010 and (ii) the date Texas Gas  
installs compression on the Fayetteville Lateral to effectuate deliveries  
to Lula, MS)

1.25% per MMBtu (Beginning the earlier of (i) April 1, 2010 and (ii) the  
date that Texas Gas installs compression on  
the Fayetteville Lateral to effectuate deliveries to Lula, MS

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the  
Eligible Primary and Secondary Receipt Points to  
the Eligible Primary and Secondary Delivery Points.

BP Energy shall pay Texas Gas' maximum applicable transportation and fuel  
rates to the extent gas is transported  
using a receipt or delivery point other than the eligible Primary and  
Secondary Receipt and Delivery Points listed  
above.

Other: N/A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 78 Original Sheet No. 78

STATEMENT OF NEGOTIATED RATES

Shipper Name: BP Energy Company (BP Energy)

Contract No.: 28815

Rate Schedule: FT

Time Period(s): April 1, 2010 through December 31, 2018, as well as the first renewal term of two years.

Quantity(ies): 25,000 MMBtu per day

Point(s): Eligible Primary Receipt Point(s): Mountain Home, Meter No. 9071  
Twin Groves, Meter No. 9097  
Eligible Secondary Receipt Point(s): Other points of interconnection on the Fayetteville Lateral

Eligible Primary Delivery Point(s): Lula, Meter No. 9714  
Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533  
Any new interconnects with an interstate pipeline on the Fayetteville Lateral

Negotiated Rate(s):  
Demand: \$0.2400 per MMBtu per day  
\$0.2800 per MMBtu per day (receipts at Twin Groves, Meter No. 9097)

Commodity: \$0.0010 per MMBtu plus applicable ACA surcharge

Fuel: 1.25% per MMBtu

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery Points.

BP Energy shall pay Texas Gas' maximum applicable transportation and fuel rates to the extent gas is transported using a receipt or delivery point other than the eligible Primary and Secondary Receipt and Delivery Points listed above.

Other: Should Firm Transportation Agreement 28815 be terminated at the end of the Initial Term customer shall, notwithstanding the fact that it is paying a negotiated or discounted rate, have a contractual right of first refusal on such terminated portion of its Transportation contract Demand pursuant to Texas Gas' FERC Gas Tariff with respect to all or any portion of its Transportation Contract Demand for the first renewal term of two years.

This Negotiated Rate Agreement is applicable to the 2 year contract renewal to the extent the contract renewal is for the full 25,000 MMBtu per day, unless mutually agreed to otherwise by both parties.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 79 Original Sheet No. 79

STATEMENT OF NEGOTIATED RATES

Shipper Name: Chesapeake Energy Marketing, Inc. (Chesapeake)

Contract No.: 27553

Rate Schedule: FT

Time Period(s): April 1, 2010 through December 31, 2018, as well as the first renewal term of two years.

Quantity(ies): 75,000 MMBtu per day

Point(s): Eligible Primary Receipt Point(s): Mountain Home, Meter No. 9071  
Twin Groves, Meter No. 9097  
Eligible Secondary Receipt Point(s): Other points of interconnection on the Fayetteville Lateral

Eligible Primary Delivery Point(s): Lula, Meter No. 9714  
Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533

Any new interconnects with an interstate pipeline on the Fayetteville Lateral

Negotiated Rate(s): Demand: \$0.2400 per MMBtu per day  
\$0.2800 per MMBtu per day (receipts at Twin Groves, Meter No. 9097)

Commodity: \$0.0010 per MMBtu plus applicable ACA surcharge

Fuel: 1.25% per MMBtu

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery Points.

Chesapeake shall pay Texas Gas' maximum applicable transportation and fuel rates to the extent gas is transported using a receipt or delivery point other than the Eligible Primary and Secondary Receipt and Delivery Points listed above.

Other: Should firm Transportation Agreement 27553 be terminated at the end of the Initial Term, Customer shall, notwithstanding the fact that it is paying a negotiated or discounted rate, have a contractual right of first refusal on such terminated portion of its Transportation Contract Demand pursuant to Texas Gas' FERC Gas Tariff with respect to all or any portion of its Transportation Contract Demand for the first renewal term of two years.

This Negotiated Rate Agreement is applicable to the 2 year contract renewal to the extent the contract renewal is for the full 75,000 MMBtu per day, unless mutually agreed to otherwise by both parties.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 80 Original Sheet No. 80

STATEMENT OF NEGOTIATED RATES

Shipper Name: Chesapeake Energy Marketing, Inc. (Chesapeake)  
Contract No.: 27587  
Rate Schedule: STF  
Time Period(s): The later of (i) April 1, 2009 or (ii) the first day of the month following the date on which the Expansion Project facilities are complete and made available for service and extending through March 31, 2010.  
Quantity(ies): 40,000 MMBtu per day April 1, 2009 through May 31, 2009  
112,500 MMBtu per day June 1, 2009 through June 30, 2009  
150,000 MMBtu per day July 1, 2009 through December 31, 2009  
112,500 MMBtu per day January 1, 2010 through March 31, 2010  
Point(s): Eligible Primary Receipt Point(s): Mountain Home, Meter No. 9071 (June 1, 2009 through March 31, 2010)  
Twin Groves, Meter No. 9097 (June 1, 2009 through March 31, 2010)  
South Rainbow, Meter No. 9020 (April 1, 2009 through May 31, 2009)  
Southeast Rainbow, Meter No. 9027 (April 1, 2009 through May 31, 2009)  
Cove Creek, Meter No. 9050 (April 1, 2009 through May 31, 2009)  
the Fayetteville Lateral Eligible Secondary Receipt Point(s): Other points of interconnection on  
Eligible Primary Delivery Point(s): Lula, Meter No. 9714  
Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533  
Negotiated Rate(s): Demand: \$0.2000 per MMBtu per day  
\$0.2400 per MMBtu per day (receipts at Twin Groves, Meter No. 9097, South Rainbow, Meter No. 9020, Southeast Rainbow, Meter No. 9027, Cove Creek, Meter No. 9050)  
Commodity: \$0.0010 per MMBtu plus applicable ACA surcharge  
Fuel: 0.10% per MMBtu (Beginning June 1, 2009 through the earlier of (i) March 31, 2010 and (ii) the date Texas Gas installs compression on the Fayetteville Lateral to effectuate deliveries to Lula, MS)  
1.25% per MMBtu (Beginning the earlier of (i) April 1, 2010 and (ii) the date that Texas Gas installs compression on the Fayetteville Lateral to effectuate deliveries to Lula, MS)  
Point Qualification(s): The Negotiated Rates shall apply to transportation service from the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery Points.  
Chesapeake shall pay Texas Gas' maximum applicable transportation and fuel rates to the extent gas is transported using a receipt or delivery point other than the Eligible Primary and Secondary Receipt and Delivery Points listed above.  
Other: N/A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 81 Original Sheet No. 81

STATEMENT OF NEGOTIATED RATES

Shipper Name: Petrohawk Energy Corporation (Petrohawk)  
Contract No.: 27432  
Rate Schedule: FT

Time Period(s): The later of (i) January 1, 2009 or (ii) the first day of the month following the date on which the Expansion Project facilities are complete and made available for service (the "Effective Date") through nine (9) years from the effective date of the Firm Transportation Agreement (the "Negotiated Rate Termination Date"). For purposes of this Agreement and Contract No. 27432, the term "Fayetteville Expansion Project" refers to the expansion by Texas Gas of its system by the installation of a lateral line of at least 18" in diameter from near Grandview in eastern Conway County, Arkansas and connecting with its existing mainline system near Lula, Mississippi.

Quantity(ies): 100,000 MMBtu per day  
Point(s): Eligible Primary Receipt Point(s): Boy Scout, Meter No. 9091  
Big Hawk, Meter No. 9092  
Quitman West, Meter No. 9093  
Quitman East, Meter No. 9095  
Southeast Rainbow #1, Meter No. 9027  
Other points of interconnection on the Fayetteville Lateral  
Eligible Secondary Receipt Point(s):  
Eligible Primary Delivery Point(s): Lula, Meter No. 9714  
Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533

Negotiated Rate(s): Notwithstanding anything provided in Paragraph 9 of the Firm Transportation, Contract No. 27432, the rates set for below will remain in effect for the primary term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates.

Demand: \$0.2000 MMBtu per day  
Commodity: \$0.0010 MMBtu plus applicable ACA surcharge  
Fuel: 0.10% per MMBtu from the initiation of service under this agreement until Texas Gas installs compression on the Fayetteville Lateral to effectuate deliveries to Lula, MS  
0.65% per MMBtu beginning on the date that Texas Gas installs compression on the Fayetteville Lateral to effectuate deliveries to Lula, MS

Continued on Sheet No. 81A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 81A Original Sheet No. 81A

Facilities Surcharge: To the extent that (i) the Fayetteville Expansion Project is completed using an 18 inch pipeline to cross the Little Red River in White County, Arkansas, (the "18 Inch Crossing") and (ii) Texas Gas receives authority from the Federal Energy Regulatory Commission to install, and is using its Commercially Reasonable Efforts (as defined in the Precedent Agreement) to install a 36 inch pipeline in addition to the 18 Inch Crossing under or across the Little Red River in White County, Arkansas, (the "36 Inch Crossing Facilities", jointly with the 18 Inch Crossing, the "Crossing Facilities"), in order for Texas Gas to recover the costs associated with acquiring pipe and conducting the second directional drill and installing the 36 Inch Crossing Facilities, Petrohawk will pay a daily demand rate surcharge of \$0.05 per MMBtu until Texas Gas recovers \$1.225 million of surcharge payments from Petrohawk.

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery Points.

Petrohawk shall pay Texas Gas' maximum applicable transportation and fuel rates to the extent gas is transported using a receipt or delivery point other than the Eligible Primary and Secondary Receipt and Delivery Points listed above.

Other: N/A

*Effective Date: 06/30/2009    Status: Effective*

*FERC Docket: RP00-426-049*

**First Revised Sheet No. 82** First Revised Sheet No. 82

Superseding: Original Sheet No. 82

Sheet No. 82 is hereby cancelled, and reserved for future use.

*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

**Second Revised Sheet No. 83** Second Revised Sheet No. 83

Superseding: Sheet Nos. 83 Through 85D

This sheet hereby cancels:

First Revised Sheet No. 83  
First Revised Sheet No. 83A  
Original Sheet No. 84  
Original Sheet No. 84A  
Original Sheet No. 85  
Original Sheet No. 85A  
Original Sheet No. 85B  
Original Sheet No. 85C  
Original Sheet No. 85D



Effective Date: 05/01/2009 Status: Effective  
FERC Docket: RP00-426-045

**First Revised Sheet No. 83A** First Revised Sheet No. 83A  
Superseding: Original Sheet No. 83A

Negotiated Rate(s): Notwithstanding anything provided in Paragraph 9 of the Firm  
Transportation Contract No. 29061, the rates set forth below will remain in effect for the term of  
this Agreement without regard to Texas Gas' maximum or minimum applicable rates for service under the FT  
rate schedule.

Daily Demand Rate: \$0.3250 per MMBtu  
Cross Timbers shall pay a daily demand rate of \$0.1760 per MMBtu  
for deliveries to NGPL-Bald Knob, Meter No. 9163; MRT-Bald Knob, Meter No. 9799; and TETCO-Bald Knob,  
Meter No. 9533 (jointly, the "Upstream Locations"), but only: (i) to the extent that Cross Timbers is  
unable to schedule and transport 100% of its Quantity (as provided pursuant to the specified Quantities  
set forth herein) on the Fayetteville Lateral to or through Lula as a direct result of capacity  
restrictions on the Texas Gas lateral from Conway County, Arkansas to the Texas Gas' mainline system across  
the Mississippi river from Helena, Arkansas (the "Fayetteville Lateral") due to Texas Gas  
conducting required pipeline maintenance and/or repairs; (ii) during the period of capacity restriction on the  
Fayetteville Lateral; and (iii) only for volumes scheduled at the Upstream Locations for delivery to  
interconnects at Bald Knob in excess of the daily quantities available to or through Lula as communicated  
by Texas Gas to Cross Timbers.

Commodity Rate: \$0.0020 per MMBtu, plus applicable ACA surcharge

Fuel Rates: Notwithstanding paragraph 8 of Firm Transportation Agreement,  
Contract No. 29061, Customer shall pay the following fuel rates:

0.60% per MMBtu to TETCO-Kosciusko, Columbia Gulf-Isola,  
ANR-Burdette, Trunkline-Burdette, Tennessee-Isola and Greenville and Sonat-Kosciusko from the initiation  
of service under this agreement until Texas Gas installs compression on the Fayetteville Lateral  
to effectuate deliveries to Lula, MS  
0.10% per MMBtu to Lula, NGPL-Bald Knob, MRT-Bald Knob, and  
TETCO-Bald Knob from the initiation of service under this agreement until Texas Gas installs  
compression on the Fayetteville Lateral to effectuate deliveries to Lula, MS  
1.15% per MMBtu to TETCO at Kosciusko, Columbia Gulf-Isola,  
ANR-Burdette, Trunkline-Burdette, Tennessee-Isola and Greenville and Sonat-Kosciusko beginning on the  
date that Texas Gas installs compression on the Fayetteville Lateral to effectuate deliveries to Lula,  
MS  
0.65% per MMBtu to Lula, NGPL-Bald Knob, MRT-Bald Knob, and  
TETO-Bald Knob beginning on the date that Texas Gas installs compression on the Fayetteville Lateral  
to effectuate deliveries to Lula, MS

Point Qualification(s): The Negotiated Rates shall apply to transportation service from  
the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery  
Points.

transportation rate and fuel rates to the extent  
the Eligible Primary and Secondary gas is transported using a receipt or delivery point other than  
Points listed above. Receipt Points and Eligible Primary and Secondary Delivery

Other:

N/A

Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP00-426-042

**Original Sheet No. 84** Original Sheet No. 84

STATEMENT OF NEGOTIATED RATES

Shipper Name: Cross Timbers Energy Services, Inc. (Cross Timbers)

Contract No.: 29063

Rate Schedule: FT

Time Period(s): The later of (i) January 1, 2009 or (ii) the first day of the month following the date on which both the Fayetteville and the Greenville Expansion Project facilities are complete and made available for service (the "Effective Date") through December 31, 2011.

Quantity(ies): 25,000 MMBtu/day

Point(s):

Eligible Primary Receipt Points: East Cutthroat #1, Meter No. 9076  
Stonefly #1, Meter No. 9079  
CEGT-Searcy, Meter No. 9158

Eligible Secondary Receipt Points: Any receipt point on the segment of Texas Gas' Fayetteville Lateral between Grandview in eastern Conway County, Arkansas and Bald Knob, Arkansas

Eligible Primary Delivery Point: TETCO-Kosciusko, Meter No. 9560  
Columbia Gulf-Isola, Meter No. 9519

Eligible Secondary Delivery Points: NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533  
Lula, Meter No. 9714  
ANR-Burdette, Meter No. 9503  
Trunkline-Burdette, Meter No. 9504  
Tennessee-Isola, Meter No. 9505  
Tennessee-Greenville, Meter No. 9500  
Sonat-Kosciusko, Meter No. 9559

\*Continued on Sheet No. 84A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 84A Original Sheet No. 84A

Negotiated Rate(s): Notwithstanding anything provided in Paragraph 9 of the Firm Transportation Contract No. 29063, the rates set forth below will remain in effect for the term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates for service under the FT rate schedule.

Volumetric Rates: \$0.1760 per MMBtu/day plus applicable ACA surcharge for deliveries to Lula, NGPL-Bald Knob, MRT-Bald Knob, and TETCO-Bald Knob

\$0.3270 per MMBtu/day plus applicable ACA surcharge for deliveries to TETCO-Kosciusko, Columbia Gulf-Isola, ANR-Burdette, Trunkline-Burdette, Tennessee-Isola and Greenville, and Sonat-Kosciusko

Fuel Rates: Notwithstanding anything provided in Paragraph 8 of Firm Transportation Agreement, Contract No. 29063, Customer shall pay the following fuel rates:

0.60% per MMBtu to TETCO-Kosciusko, Columbia Gulf-Isola, ANR-Burdette, Trunkline-Burdette, Tennessee-Isola and Greenville, and Sonat-Kosciusko (Beginning on the Effective Date until Texas Gas installs compression on its Fayetteville Lateral to effectuate deliveries to Lula, Mississippi)

0.10% per MMBtu to Lula, NGPL-Bald Knob, MRT-Bald Knob, and TETCO-Bald Knob (Beginning on the Effective Date until Texas Gas installs compression on its Fayetteville Lateral to effectuate deliveries to Lula, Mississippi)

1.15% per MMBtu to TETCO-Kosciusko, Columbia Gulf-Isola, ANR-Burdette, Trunkline-Burdette, Tennessee-Isola and Greenville, and Sonat-Kosciusko (Beginning on the date that Texas Gas installs compression on its Fayetteville Lateral to effectuate deliveries to Lula, Mississippi)

0.65% per MMBtu to Lula, NGPL-Bald Knob, MRT-Bald Knob, and TETCO-Bald Knob (Beginning on the date that Texas Gas installs compression on its Fayetteville Lateral to effectuate deliveries to Lula, Mississippi)

Point Qualification(s): The Negotiated Rates shall apply to transportation service from the Eligible Primary and Secondary Receipt Points to the Eligible Primary and Secondary Delivery Points.

Cross Timbers shall pay Texas Gas' maximum applicable transportation and fuel rates to the extent gas is transported using a receipt or delivery point other than the Eligible Primary and Secondary Receipt Points and Eligible Primary and Secondary Delivery Points listed above.

Other: N/A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 85 Original Sheet No. 85

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southwestern Energy Services Company (Southwestern)  
Contract No.: 27014  
Rate Schedule: FT  
Time Period(s): From the later of (i) January 1, 2009 or (ii) the first day of the month following the date on which the Fayetteville Expansion Project facilities are complete and made available for service (the "Effective Date" through ten (10) years from the Effective Date as well as the first two (2) Renewal Terms, if exercised by Southwestern, as long as Southwestern maintains Transportation Contract Demand in each Renewal Term that is at least 50% of the immediately preceding Initial Term or Renewal Term, as the case may be.

For purposes of this Agreement and Contract no. 27014, the term "Fayetteville Expansion Project" refers to the expansion by Texas Gas of its system by the installation of a lateral line of at least 18" in diameter from near Grandview in eastern Conway County, Arkansas and connecting with its existing mainline system near Lula, Mississippi; provided that this Negotiated Rate Agreement shall in no event be construed as waiving any rights that Southwestern has under the MFN Contract (defined below) or relieving Texas Gas of its obligations to Southwestern under the MFN Contract.

Quantity(ies):	January 1, 2009 through March 31, 2009	300,000 MMBtu per day
	April 1, 2009 through October 31, 2009	350,000 MMBtu per day
	November 1, 2009 through October 31, 2010	400,000 MMBtu per day
	November 1, 2010 through October 31, 2011	450,000 MMBtu per day
	Beginning November 1, 2011	500,000 MMBtu per day

Provided, however, the Contract Demand schedule shall be superseded and the Contract Demand shall increase to 500,000 MMBtu/day--subject to any temporary reduction of allocation of Daily Firm Capacity required by the Federal Energy Regulatory Commission (FERC) or Texas Gas' FERC Gas Tariff for any period prior to Texas Gas receiving all necessary authority (and all conditions related to such authority are complied with) from the FERC and the Pipeline and Hazardous Materials Safety Administration (PHMSA) to operate the Fayetteville Lateral at capacity of 950,000 MMBtu/day or more, and the Daily Firm Capacity (MMBtu/day) of the Primary Receipt Points under Contract No. 27014 shall be as set forth under the heading "Effective November 1, 2011" on Exhibit A thereto, also subject to any temporary reduction or allocation of Daily firm Capacity required by the FERC or Texas Gas' FERC Gas Tariff for any period prior to Texas Gas receiving all necessary authority (and all conditions related to such authority are complied with) from the FERC and PHMSA to operate the Fayetteville Lateral at capacity of 950,000 MMBtu/day or more--on the later of (a) April 1, 2009, or (b) the first day of the month after Texas Gas has (i) received approval from the PHMSA of Texas Gas' Special Operating Permit application and all conditions related to such authority have been complied with; and (ii) that Texas Gas has received authority from the FERC to operate the Fayetteville Lateral at capacity of 950,000 MMBtu/day or more. During any period in which there is any temporary reduction or allocation of Daily Firm Capacity required by the Federal Energy Regulatory Commission or Texas Gas' FERC Gas Tariff, the Contract Demand for which Southwestern is required to pay a Demand Rate shall be reduced by the amount of any such reduction or allocation.

\*Continued on Sheet No. 85A



Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP00-426-042

**Original Sheet No. 85A** Original Sheet No. 85A

To the extent the Fayetteville Expansion Project is not complete and ready for service by January 1, 2009, then Southwestern may elect to (i) extend the effective dates of the above Contract Demand increase schedule by the number of days in the period from January 1, 2009 to the Effective Date (as hereinafter defined), if any, or (ii) maintain the effective dates of the above Contract Demand increase schedule.

Point(s):

Eligible Primary Receipt Points:	Effective January 1, 2009
	Cove Creek #1, Meter No. 9050
	South Rainbow #2, Meter No. 9020
	Yellowstone #1, Meter No. 9062
	Southeast Rainbow #1, Meter No. 9027
	Effective April 1, 2009
	Caddis #1, Meter No. 9058
	Cove Creek #1, Meter No. 9050
	Midge #1, Meter No. 9080
	New Quitman #1, Meter No. 9074
	South Rainbow #2, Meter No. 9020
	Southeast Rainbow #1, Meter No. 9027
	Sturgeon #1, Meter No. 9023
	Yellowstone #1, Meter No. 9062

Southwestern shall have the right, at Southwestern's expense, to cause Texas Gas to construct additional receipt points, which receipt points shall also be included as Primary Receipt Points within Customer's firm capacity rights under this Agreement. Southwestern shall have the right to designate other receipt point interconnects in the Fayetteville Lateral as primary receipt points subject to (1) those receipt points being located within Customer's firm primary path and (2) available firm capacity at that receipt point.

Eligible Secondary Receipt Points:	Other points of interconnection on the Fayetteville Lateral
Eligible Primary Delivery Point(s):	Lula, Meter No. 9714
Eligible Secondary Delivery Point(s):	NGPL-Bald Knob, Meter No. 9163
	MRT-Bald knob, Meter No. 9799
	TETCO-Bald Knob, Meter No. 9533

Negotiated Rate(s): The rates set forth below will remain in effect for the term of this Agreement without regard to Texas Gas'

	maximum or minimum applicable rates.
Demand Rate:	\$0.1750 per MMBtu
Commodity Rate:	\$0.0010 per MMBtu, plus applicable ACA surcharge
Overrun Rate to the Eligible Primary Delivery Point:	\$0.1853 per MMBtu, plus applicable ACA surcharge

\*Continued on Sheet No. 85B

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 85B Original Sheet No. 85B

Overrun Rate to Eligible Secondary Delivery Points:

\$0.0803 per MMBtu, plus applicable ACA surcharge

The Negotiated Overrun Rates are limited to total gas quantities up to 15% of the Firm Transportation Contract Demand.

Fuel Use, Loss and Unaccounted for:

0.10% per MMBtu (Beginning on the Effective Date through the date when the Texas Gas/Southwestern FT Agreement No. 27434 becomes effective)

Beginning the later of April 1, 2009, or the date when the Texas Gas/Southwestern FT Agreement No. 27434 becomes effective, Southwestern shall pay Texas Gas' effective maximum fuel use, loss and unaccounted for percentage, not to exceed 0.25% per MMBtu.

Beginning the later of April 1, 2010, or the date when the contract demand under the Texas Gas/Southwestern FT Agreement No. 27434 is increased to 300,000 MMBtu/d, Southwestern shall pay Texas Gas' effective maximum fuel use, loss and unaccounted for percentage, not to exceed 0.30% per MMBtu.

Facilities Surcharge: To the extent that (i) the Expansion Project is completed using an 18 inch pipeline to cross the Little Red River in White County, Arkansas, (the "18 Inch Crossing") and (ii) Texas Gas receives authority from the Federal Energy Regulatory Commission to install, and is using its Commercially Reasonable Efforts (as defined in the MFN Contract) to install a 36 inch pipeline in addition to the 18 Inch Crossing under or across the Little Red River in White County, Arkansas, (the "36 Inch Crossing Facilities", jointly with the 18 Inch Crossing, the "Crossing Facilities"), Southwestern will pay a daily demand rate surcharge of \$0.05 per MMBtu (the "Facilities Surcharge") in order for Texas Gas to recover commercially reasonable actual cost for pipe materials necessary for the 18" pipeline installation and all labor, equipment, and materials necessary for new 36" horizontal directional drill, installation (except for cost to purchase and pull the pipe), associated gas loss resulting from the decommissioning of the 18" pipeline facilities (collectively, the "Construction Costs"); provided, however, that (a) the Facilities Surcharge shall cease to apply once the aggregate Facilities Surcharges paid by Southwestern equal the Final Construction costs and (b) in no event shall the aggregate Facilities Surcharges paid by Southwestern equal the Final Construction Costs and (b) in no event shall the aggregate Facilities Surcharges paid by Southwestern exceed \$9.3 million (the "Facilities Surcharge Cap"). Construction Costs shall not include internal administrative costs of Texas gas or its parent or affiliates, such as any labor, administrative, support or other services provided directly by Texas Gas or any parent or affiliate thereof or interest or a return on any amounts paid or borrowed by Texas Gas or any parent or affiliate thereof or ad valorem, property, income or other taxes or costs that have been or are subject to reimbursement from other shippers ("Recovered Costs"). Recovered Costs shall include revenues received from third parties for transportation or other services provided by Texas Gas if (a) such revenues are based upon the payment of third parties of the Construction Costs of Texas Gas, whether derived from Facility Surcharges or other charges that are similar in nature and intent of the Facility Surcharges or (b) such revenues are the result of any increase in the rate level reflected in any agreements between such third parties and Texas Gas as of December 7, 2008. The Facilities Surcharge shall not be subject to adjustment under



the most Favored Nations Provision of this  
Agreement.  
Continued On Sheet No. 85C

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 85C Original Sheet No. 85C

With reference to the 18 Inch Crossing Facilities and new 36 Inch Crossing Facilities, Texas Gas shall provide Southwestern, upon written request from time to time, with reasonable access to all books, records, contracts and documents and billings provided pursuant to such contracts, with respect to the Crossing Facilities. Within 120 days of the in-service date of the Crossing Facilities, Texas Gas shall provide Southwestern with a final accounting of the total Construction Costs and the actual and projected Recovered Costs, if any. Such final accounting shall be deemed to be accepted by Southwestern and shall be used for determining the Construction Costs unless Southwestern provides written objections to Texas Gas within 60 days of the receipt of such accounting from Texas Gas. If Southwestern provides written objections to the final accounting contesting whether any portion of the Construction Costs incurred by TGT were commercially reasonable, Southwestern and Texas Gas will negotiate in good faith to resolve such disputes. The final accounting of the total Construction Costs less the Recovered Costs as agreed to by Texas Gas and Southwestern are referred to herein as the "Final Construction Costs".

To the extent that aggregate Facilities Surcharges paid by Southwestern exceed the Final Construction Costs, within thirty (30) days of the determination of the Final Construction Costs, Texas Gas shall refund such excess amount to Southwestern.

Notwithstanding the foregoing, or anything to the contrary herein, if the 36 Inch Crossing Facilities are completed and placed in service and either (i) Texas Gas does not commence procedures with the Federal Energy Regulatory Commission (or successor regulatory body) to abandon the 18 Inch Crossing not later than 30 days after the in-service date of the 36 Inch Crossing, or (ii) at any time after such abandonment, Texas Gas receives approval to place the 18 Inch Crossing back into service or (iii) Texas Gas sells or leases the 18 Inch Crossing, Texas Gas shall refund all Facilities Surcharges paid by Southwestern hereunder within 30 days of the failure to abandon, the placement into service of, or sale or lease of, the 18 Inch Crossing Facilities, as appropriate. If the 36 Inch Crossing Facilities are completed and placed in service and Texas Gas does commence procedures with the Federal Energy Regulatory Commission (or successor regulatory body) to abandon the 18 Inch Crossing and the Federal Energy Regulatory Commission (or successor regulatory body) does not approve or grant the abandonment, Texas Gas shall refund a portion of the Facilities Surcharges paid by Southwestern equal to the cost of pipe and materials paid by Texas Gas for completion of the 18 Inch Crossing; provided, however, that in the event that Texas Gas subsequently sells, leases or places the 18 Inch Crossing into service, Texas Gas shall refund all Facilities Surcharges paid by Southwestern hereunder within 30 days of such event.

Texas Gas' maximum applicable transportation rates shall apply during any Renewal Terms; provided, however, that during the first two (2) Renewal Terms, the Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply as long as Southwestern maintains a contract demand in each Renewal Term that is at least fifty percent (50%) of the contract demand in the immediately preceding Initial Term or Renewal Term, as the case may be.

Point Qualification(s): The Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply to (i) all transactions using Eligible Primary

and/or Eligible Secondary Points and (ii) any changes in primary points using Eligible Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

\*Continued on Sheet No. 85D

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 85D Original Sheet No. 85D

Other:

Segmenting Restrictions: To the extent Southwestern segments its firm capacity utilizing Eligible Receipt and Delivery Points without exceeding the Transportation Contract Demand in any segment, then it will pay the Negotiated Commodity Rate on all segmented deliveries and no additional demand charges shall apply.

Most Favored Nations Provision: If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the interconnection of Texas Gas' Fayetteville Lateral to its mainline system near Lula, Mississippi to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport") or (iii) a combination of the Fayetteville and Greenville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas' notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered. In the event of a conflict between this agreement and the tariff, the tariff will control.

*Effective Date: 06/30/2009    Status: Effective*

*FERC Docket: RP00-426-049*

**First Revised Sheet No. 86** First Revised Sheet No. 86

Superseding: Sheet Nos. 86 Through 86B

This sheet hereby cancels the following:

Original Sheet No. 86A

Original Sheet No. 86B

Sheet No. 86 is reserved for future use.

Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP00-426-042

Original Sheet No. 86A Original Sheet No. 86A

Eligible Secondary Delivery Point(s): ANR-Burdette, Meter No. 9503  
Trunkline-Burdette, Meter No. 9504  
Tennessee-Isola, Meter No. 9505  
Tennessee-Greenville, Meter No. 9500  
Sonat-Kosciusko, Meter No. 9559  
Columbia Gulf-Isola, Meter No. 9519

Negotiated Rate(s): The rates set forth below will remain in effect for the term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates.

This Negotiated Rate Agreement shall in no event be construed as waiving any rights that Southwestern has under the MFN Contract (defined below) or relieving Texas Gas of its obligations to Southwestern under the MFN Contract.

Demand Rate: \$0.1450 per MMBtu per day

Commodity Rate: \$0.0010 per MMBtu, plus applicable ACA surcharge

Overrun Rate using Eligible Receipt and Delivery Points: \$0.1450 per MMBtu, plus applicable ACA surcharge

The Negotiated Overrun Rate is limited to total gas quantities of 15% of Customer's Firm Transportation Contract Demand.

Fuel Use, Loss and Unaccounted For: 0.25% per MMBtu (beginning on the Effective Date through March 31, 2010)  
0.30% per MMBtu (beginning April 1, 2010 through the Negotiated Rate Termination Date)

Texas Gas' maximum applicable transportation rates shall apply during any Renewal Term; provided, however, that during the first two (2) Renewal Terms, the Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply as long as Southwestern maintains a contract demand in each Renewal Term that is at least fifty percent (50%) of the contract demand in the immediately preceding Initial Term or Renewal Term as the case may be.

Point Qualification(s): The Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply to (i) all transactions using Eligible Primary and/or Secondary Points and (ii) any changes in primary points using Eligible Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

Other: Segmenting Restrictions: To the extent Southwestern segments its firm capacity utilizing Eligible Receipt and Delivery points without exceeding the Transportation Contract Demand in any segment, then it will pay the Negotiated Commodity Rate on all segmented deliveries and no additional demand charges shall apply.

\*Continued on Sheet No. 86B

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 86B Original Sheet No. 86B

Other:

Most Favored Nations Provision: If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the interconnection of Texas Gas' Fayetteville Lateral to its mainline system near Lula, Mississippi to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport") or (iii) a combination of the Greenville and Fayetteville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas' notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered.

*Effective Date: 07/02/2010    Status: Effective*

*FERC Docket: RP10-821-000*

**First Revised Sheet No. 87** First Revised Sheet No. 87  
Superseding: Sheet Nos. 87 Through 92

This sheet hereby cancels:

Original Sheet No. 87  
Original Sheet No. 87A  
First Revised Sheet No. 88  
Original Sheet No. 88A  
Original Sheet No. 88B  
Original Sheet No. 89  
Original Sheet No. 89A  
Original Sheet No. 90  
Original Sheet No. 90A  
Original Sheet No. 91  
Original Sheet No. 91A  
Original Sheet No. 91B  
Original Sheet No. 92



Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 87A Original Sheet No. 87A

Negotiated Rate(s): The rate set forth below will remain in effect for the term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates.

This Negotiated Rate Agreement shall in no event be construed as waiving any rights that Southwestern has under the MFN Contract (defined below) or relieving Texas Gas of its obligations to Southwestern under the MFN Contract.

\$0.005/MMBtu, inclusive of all demand and commodity charges within contract demand, plus applicable ACA surcharges.

Fuel Use, Loss and  
Unaccounted for: 0.00% per MMBtu

Texas Gas' maximum applicable transportation rates shall apply during any Renewal Term; provided, however that during the first two (2) Renewal Terms, the Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply as long as Southwestern maintains a contract demand in each Renewal Term that is at least fifty percent (50%) of the contract demand in the immediately preceding Initial Term or Renewal Term, as the case may be.

Point Qualification(s): The Negotiated Rate shall apply to (i) all transactions using the Eligible Primary and/or Eligible Secondary Points and (ii) any changes in primary points using Eligible Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

Other:

Most Favored Nations Provision:  
If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the point of interconnection of Texas Gas' mainline system near Lula, Mississippi to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport"), or (iii) a combination of the Greenville and Fayetteville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas's notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered.

Effective Date: 05/15/2009 Status: Effective  
FERC Docket: RP00-426-047

**First Revised Sheet No. 88** First Revised Sheet No. 88  
Superseding: Original Sheet No. 88

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southwestern Energy Services Company (Southwestern)  
Contract No.: 27434  
Rate Schedule: FT  
Time Period(s): Beginning on the effective date of Contract No. 27434 and continuing for 10  
years from the date that the  
Quantity(ies): Contract Demand in this Agreement increases to 300,000 MMBtu per day.  
first day of the month after the 55,000 MMBtu per day beginning the later of (a) April 1, 2009, or (b) the  
date Texas Gas installs and places into service on the Fayetteville  
Expansion Project a 36-inch line underneath the Little Red River.  
received approval from the 100,000 MMBtu per day beginning April 1, 2010, unless Texas Gas has: i)  
Special Operating Permit Pipeline and Hazardous Materials Safety Administration of Texas Gas'  
Regulatory Commission to operate the applications, and (ii) received authority from the Federal Energy  
the contract Demand shall be Fayetteville Lateral at capacity of 950,000 MMBtu per day, in which case  
150,000 MMBtu per day.  
received approval from the 200,000 MMBtu per day beginning April 1, 2011, unless Texas Gas has: i)  
Special Operating Permit Pipeline and Hazardous Materials Safety Administration of Texas Gas'  
Regulatory Commission to operate the applications, and (ii) received authority from the Federal Energy  
the Contract Demand shall be Fayetteville Lateral at capacity of 950,000 MMBtu per day, in which case  
250,000 MMBtu per day.  
300,000 MMBtu per day beginning April 1, 2012  
and the Contract Demand shall be Provided, however, the Contract Demand Schedule above shall be superseded  
the month after the date Texas 300,000 MMBtu/day the later of (a) April 1, 2010, or (b) the first day of  
Safety Administration of Texas Gas has: i) received approval from the Pipeline and Hazardous Materials  
of compression facilities at Gas' Special Operating Permit applications, and (ii) completed installation  
Texas Gas' Bald Knob station.  
Point(s): Eligible Primary Receipt Point(s): Caddis #1, Meter No. 9058  
Cove Creek #1, Meter No. 9050  
Midge #1, Meter No. 9080  
New Quitman #1, Meter No. 9074  
South Rainbow #2, Meter No. 9020  
Southeast Rainbow #1, Meter no. 9027  
Sturgeon #1, Meter No. 9023  
Tiger #1, Meter no. 9083  
Yellowstone #1, Meter No. 9062  
Ozark-Grandview, Meter No. 9516  
CEGT-Searcy, Meter No. 9158

\*Continued on Sheet No. 88A

Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP00-426-042

Original Sheet No. 88A Original Sheet No. 88A

Eligible Secondary Receipt Points: Other points of interconnection on  
the Fayetteville Lateral

Eligible Primary Delivery Point(s): Lula, Meter No. 9714

Eligible Secondary Delivery Point(s): NGPL-Bald Knob, Meter No. 9163  
MRT-Bald Knob, Meter No. 9799  
TETCO-Bald Knob, Meter No. 9533

Negotiated Rate(s): The rate set forth below will remain in effect for the term of this  
Agreement without regard to Texas Gas' maximum or  
minimum applicable rates.

This Negotiated Rate Agreement shall in no event be construed as waiving  
any rights that Southwestern has under the  
MFN Contract (defined below) or relieving Texas Gas of its obligations to  
Southwestern under the MFN Contract.

Demand Rate: \$0.1650 per MMBtu per day

Commodity Rate: \$0.0010 per MMBtu, plus applicable ACA surcharge

Overrun Rate to the Eligible  
Primary Delivery Point: \$0.1853 per MMBtu, plus applicable ACA surcharge

Overrun Rate to Eligible  
Secondary Delivery Points: \$0.0803 per MMBtu, plus applicable ACA surcharge

The Negotiated Overrun Rates are limited to total gas quantities up to 15%  
of Firm Transportation Contract Demand.

Fuel Use, Loss and  
Unaccounted for: Texas Gas' effective maximum fuel use, loss, and unaccounted for  
percentage, not to exceed 0.25% per MMBtu beginning  
the later of (a) April 1, 2009, or (b) the first day of the month after the  
date that Texas Gas has (i) received  
approval from the Pipeline and Hazardous Materials Safety Administration of  
Texas Gas' Special Operating Permit  
applications, and (ii) received authority from the Federal Energy  
Regulatory Commission to operate the Fayetteville  
Lateral at a capacity of 950,000 MMBtu per day.

Texas Gas' effective maximum fuel use, loss and unaccounted for percentage,  
not to exceed 0.30% per MMBtu beginning  
on the date that the Contract Demand increases to 300,000 MMBtu per day.

Texas Gas' maximum applicable transportation rates shall apply during any  
Renewal Terms; provided, however, that  
during the first two (2) Renewal Terms, the Negotiated Demand, Commodity,  
Fuel and Overrun rates shall apply as long  
as Southwestern maintains a contract demand in each Renewal Term that is at  
least fifty percent (50%) of the contract  
demand in the immediately preceding Initial Term or Renewal Term, as the  
case may be.

\*Continued on Sheet No. 88B

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 88B Original Sheet No. 88B

Point Qualification(s): The Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply to (i) all transactions using Eligible Primary and/or Eligible Secondary Points and (ii) any changes in primary points using Eligible Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

Other:

Segmenting Restrictions: To the extent Southwestern segments its firm capacity utilizing Eligible Receipt and Delivery Points without exceeding the Transportation Contract Demand in any segment, then it will pay the Negotiated Commodity Rate on all segmented deliveries and no additional demand charges shall apply.

Most Favored Nations Provision: If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the interconnection of Texas Gas' Fayetteville Lateral to its mainline system near Lula, Mississippi to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport") or (iii) a combination of the Fayetteville and Greenville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas' notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 89 Original Sheet No. 89

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southwestern Energy Services Company (Southwestern)  
Contract No.: 27435  
Rate Schedule: FT  
Time Period(s): April 1, 2010, and continuing for a term of ten (10) years beginning on the date that the Contract Demand increases to 240,000 MMBtu per day.

Quantity(ies): 80,000 MMBtu per day beginning April 1, 2010  
160,000 MMBtu per day beginning April 1, 2011  
240,000 MMBtu per day beginning April 1, 2012

Provided, however, the Contract Demand Schedule above shall be superseded and the Contract Demand shall be 240,000 MMBtu/day beginning the later of (a) April 1, 2010, or (b) the first day of the month after Texas Gas has completed installation of compression facilities at Isola, MS.

Point(s): Eligible Primary Receipt Point(s): Lula-Mainline, Meter No. 9715  
Eligible Primary Delivery Point(s): TETCO-Kosciusko, Meter No. 9560  
Eligible Secondary Delivery Point(s): ANR-Burdette, Meter No. 9503  
Columbia Gulf-Isola, Meter No. 9519  
Trunkline-Burdette, meter No. 9504  
Tennessee-Greenville, Meter No. 9500  
Tennessee-Isola, Meter No. 9505  
Sonat-Kosciusko, Meter No. 9559

Negotiated Rate(s): The rates set forth below will remain in effect for the term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates.

This Negotiated Rate Agreement shall in no event be construed as waiving any rights that Southwestern has under the MFN Contract (defined below) or relieving Texas Gas of its obligations to Southwestern under the MFN Contract.

Demand Rate: \$0.1350 per MMBtu

Commodity Rate: \$0.0010 per MMBtu, plus applicable ACA surcharge

Overrun Rate using Eligible Receipt and Delivery Points: \$0.1450 per MMBtu, plus applicable ACA surcharge

The Negotiated Overrun Rate is limited to total gas quantities of 15% of Customer's Firm Transportation Contract Demand.

\*Continued on Sheet No. 89A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 89A Original Sheet No. 89A

Fuel Use, Loss and  
Unaccounted for: 0.30% per MMBtu

Texas Gas' maximum applicable transportation rates shall apply during any Renewal Term; provided, however, that during the first two (2) Renewal Terms, the Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply as long as Southwestern maintains a contract demand in each Renewal Term that is at least fifty percent (50%) of the contract demand in the immediately preceding Initial Term or Renewal Term, as the case may be.

Point Qualification(s): The Negotiated Demand, Commodity, Fuel and Overrun Rates shall apply to (i) all transactions using Eligible Primary and/or Secondary Points and (ii) any changes in primary points using Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

Other:

Segmenting Restrictions: To the extent Southwestern segments its firm capacity utilizing Eligible Receipt and Delivery Points without exceeding the contract demand in any segment, then it will pay the Negotiated Commodity Rate on all segmented deliveries and no additional demand charges shall apply.

Most Favored Nations Provision: If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the interconnection of Texas Gas' Fayetteville Lateral to its mainline system near Lula, Mississippi to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport") or (iii) a combination of the Greenville and Fayetteville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas' notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 90 Original Sheet No. 90

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southwestern Energy Services Company (Southwestern)  
Contract No.: 27437  
Rate Schedule: FT  
Time Period(s): April 1, 2010, and continuing for a ten (10) year term beginning on the date that the Contract Demand increases to 240,000 MMBtu per day.

Quantity(ies): 80,000 MMBtu per day beginning April 1, 2010  
160,000 MMBtu per day beginning April 1, 2011  
240,000 MMBtu per day beginning April 1, 2012

Provided, however, the Contract Demand Schedule above shall be superseded and the Contract Demand shall be 240,000 MMBtu/day beginning the later of (a) April 1, 2010, or (b) the first day of the month after Texas Gas has completed installation of compression facilities at Isola, MS.

Point(s): Eligible Primary Receipt Point(s): TETCO-Kosciusko, Meter No. 9560  
Eligible Primary Delivery Point(s): Columbia Gulf-Isola, Meter No. 9519  
ANR-Burdette, Meter No. 9503  
Trunkline-Burdette, meter No. 9504  
Tennessee-Greenville, Meter No. 9500  
Tennessee-Isola, Meter No. 9505  
Eligible Secondary Delivery Point(s): Columbia Gulf-Isola, Meter No. 9519  
ANR-Burdette, Meter No. 9503  
Trunkline-Burdette, meter No. 9504  
Tennessee-Greenville, Meter No. 9500  
Tennessee-Isola, Meter No. 9505

Negotiated Rate(s): The rates set forth below will remain in effect for the term of this Agreement without regard to Texas Gas' maximum or minimum applicable rates.

This Negotiated Rate Agreement shall in no event be construed as waiving any rights that Southwestern has under the MFN Contract (defined below) or relieving Texas Gas of its obligations to Southwestern under the MFN Contract.

\$0.005 per MMBtu per day, inclusive of all demand and commodity charges within contract demand, plus applicable ACA surcharges.

\*Continued on Sheet No. 90A

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP00-426-042

Original Sheet No. 90A Original Sheet No. 90A

Fuel Use, Loss and

Unaccounted for: 0.00% per MMBtu

Texas Gas' maximum applicable transportation rates shall apply during any Renewal Term; provided, however, that during the first two (2) Renewal Terms, the Negotiated Rate and Fuel and Rate shall apply as long as Southwestern maintains a contract demand in each Renewal Term that is at least fifty percent (50%) of the contract demand in the immediately preceding Initial Term or Renewal Term, as the case may be.

Point Qualification(s): The Negotiated Rates shall apply to (i) all transactions using Eligible Primary and/or Secondary Points and (ii) any changes in primary points using Eligible Points. Any transaction that uses a point other than an Eligible Point shall be at Texas Gas' maximum applicable transportation and fuel rates.

Other:

Most Favored Nations Provision: If at any time during the Initial Term, Texas Gas contracts to provide firm transportation service for a term of more than one (1) year, including any automatic extensions or rollovers (unless such rollover or extension is at maximum rates) of an original shorter term contract, (i) from the interconnection of Texas Gas' Fayetteville Lateral to its mainline system near Lula, Mississippi, to the interconnect with Texas Eastern at Kosciusko, Mississippi on the Greenville Lateral ("Greenville Transport"), or (ii) on the Fayetteville Lateral to the interconnect with Texas Gas' mainline system near Lula, Mississippi ("Fayetteville Transport") or (iii) a combination of the Greenville and Fayetteville Transport at total rates, including fuel, less than the rate paid by Southwestern under this Negotiated Rate Agreement and the other Negotiated Rate Agreements between Southwestern and Texas Gas entered into pursuant to the Precedent Agreement dated as of December 15, 2006 (the "MFN Contract"), Texas Gas shall provide Southwestern with written notice within ten (10) days of any such contract. Within ten (10) days of receipt of Texas Gas' notice, Southwestern may elect, by written notice to Texas Gas, to substitute such total rates, including fuel, for the rates otherwise applicable hereunder, limited to a volume and term equal to that contained in the MFN Contract. This right will not apply to (i) seasonal contracts, (ii) contracts with replacement shippers pursuant to capacity release, or (iii) contracts between Texas Gas and Southwestern or any affiliates of Southwestern. In determining whether a shipper is receiving a lower rate than Southwestern hereunder, both the transport and the fuel rates will be considered.



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**Sheet No. 91** Sheet No. 91

Sheet Nos. 91 through 98 are Reserved For Future Use

Effective Date: 03/31/2009 Status: Effective

FERC Docket: RP00-426-043

Original Sheet No. 91A Original Sheet No. 91A

Option 2: Negotiated Demand Rate on the Southern Indiana lateral for 8.5 mile build with total firm transportation commitment of 27,000 MMBtu per day:

Negotiated Demand Rate	Capital Cost of 8.5 Mile Lateral
\$0.1250 per MMBtu	\$8.1 Million
\$0.1250 per MMBtu	\$8.9 Million
\$0.1395 per MMBtu	\$9.7 Million
\$0.1465 per MMBtu	\$10.4 Million
\$0.1535 per MMBtu	\$11.2 Million
\$0.1605 per MMBtu	\$12.0 Million
\$0.1675 per MMBtu	\$12.7 Million
\$0.1745 per MMBtu	\$13.5 Million
\$0.1815 per MMBtu	\$14.3 Million
\$0.1885 per MMBtu	\$15.1 Million

Note: To the extent the actual capital costs of the southern Indiana lateral line fall in between the various levels provided herein, then the increase in the Negotiated Demand Rate will be pro rated accordingly.

In as much as the Negotiated Daily Demand Rate is based on the actual capital cost of the Southern Indiana Lateral Line, prior to the in-service date of the FT agreement, Texas Gas shall notify Aventine in writing of its then good faith estimate of the actual capital cost of the Southern Indiana Lateral Line and the preliminary Negotiated Daily Demand Rate determined using Option 1 or 2, as applicable. Within two hundred seventy (270) days following the in-service date of the FT agreement, Texas Gas shall notify Aventine in writing of the actual capital cost of the Southern Indiana Lateral Line (together with detailed supporting documentation of such actual capital costs) and the final Negotiated Daily Demand Rate from Option 1 or 2, as applicable. In the event the preliminary Negotiated Daily Demand Rate is less, or greater, than the final Negotiated Daily Demand Rate, adjustment will be made back to the in-service date of the FT agreement based upon such difference.

Negotiated Commodity Rate: Texas Gas' minimum Zone 3 to 3 commodity rate, currently \$0.0058 per MMBtu, plus applicable surcharges and fuel for transportation between the Primary Receipt Point and Primary Delivery Point specified above.

Fuel Retention: Subject to regulatory approval, Texas Gas will not charge fuel, use or unaccounted for associated with transportation from the Primary Receipt Point to Primary Delivery Point if Texas Gas collects fuel on a transportation agreement that delivers to the Southern Indiana Lateral Line. Otherwise Aventine shall pay the applicable Zone 3-3 fuel retention.

Surcharges: If necessary, Texas Gas agrees to seek regulatory approval not to charge the FERC's ACA charge or any other surcharge for transportation from the Primary Receipt Point to Primary Delivery Point if Texas Gas collects such ACA charge or other surcharge, as applicable, on a transportation agreement that delivers to the Southern Indiana Lateral Line.

Continued on Sheet No. 91B

**Effective Date:** 03/31/2009    **Status:** Effective

**FERC Docket:** RP00-426-043

**Original Sheet No. 91B** Original Sheet No. 91B

**Filing Fees:** Texas Gas agrees to pay any and all filing fees associated with providing transportation service to Aventine under FT Contract No. 26783.

**Point Qualification(s):** To the extent Aventine's Negotiated Demand Rate is less than Texas Gas' Zone 3 to 3 tariff demand rate and Aventine transports gas utilizing any other secondary receipt or delivery point, the Negotiated Demand Rate for the entire contract demand for that month will be Texas Gas' maximum applicable Zone 3 to 3 FT Demand Rate.

The Negotiated Commodity Rate applies only to transportation from the Primary Receipt Point to the Primary Delivery Point specified herein. To the extent Aventine transports gas utilizing any other secondary receipt or delivery point, then a Negotiated Commodity Rate of \$0.12 per MMBtu plus applicable surcharges and fuel shall apply.

To the extent daily volumes transported under this FT agreement exceed 27,000 MMBtu per day on any day, then Aventine shall pay Texas Gas' Zone 3 to 3 FT Overrun Rate plus applicable surcharges and fuel on all volumes delivered in excess of 27,000 MMBtu per day.

**Other:** N/A

Effective Date: 03/31/2009 Status: Effective  
FERC Docket: RP00-426-043

Original Sheet No. 92 Original Sheet No. 92

STATEMENT OF NEGOTIATED RATES

Shipper Name: Southern Indiana Gas and Electric Company d/b/a Vectren energy Delivery of  
Indiana, Inc. (SIGECO)  
Contract No.: 26787  
Rate Schedule: FT  
Time Period(s): Twenty (20) years beginning with in-service date of FT agreement

Quantity(ies):  
Firm Contract Demand: 9,000 MMBtu per day

Point(s):  
Delivery Point(s): Dogtown/Zone 3, Meter No. 9540  
Receipt Point(s): Henderson-Dogtown/Zone 3, Meter No. 9567

Negotiated Rate(s):  
Daily Demand: \$0.094 per MMBtu

Commodity: Texas Gas' minimum Zone 3 to 3 commodity rate, currently \$0.0058 per MMBtu,  
plus applicable surcharges and fuel for  
all quantities up to 9,000 MMBtu per day transported between the Primary  
Receipt Point and the Primary Delivery Point  
listed above. To the extent SIGECO transports gas utilizing any other  
secondary receipt or delivery point then a  
Negotiated Commodity Rate of \$0.12 per MMBtu plus applicable surcharges and  
fuel shall apply.

Fuel Retention: Subject to regulatory approval, Texas Gas will not charge fuel for  
transportation from the Primary Receipt Point to  
Primary Delivery Point if Texas Gas collects fuel on a transportation  
agreement that delivers to the Southern Indiana  
Lateral Line. Otherwise SIGECO shall pay the applicable Zone 3-3 fuel  
retention.

Surcharges: If necessary, Texas Gas agrees to seek regulatory approval not to charge  
the FERC's ACA charge or any other surcharge  
for transportation from the Primary Receipt Point to Primary Delivery Point  
if Texas Gas collects such ACA charge or  
other surcharge, as applicable, on a transportation agreement that delivers  
to the Southern Indiana Lateral Line.

Point Qualification(s):  
Receipt and Delivery: To the extent SIGECO transports gas under this agreement utilizing any  
other secondary receipt or delivery point,  
then the Demand Rate for the entire contract demand for that month will be  
Texas Gas' maximum applicable Zone 3 to 3  
FT Demand Rate.

To the extent daily volumes transported under this FT agreement exceed  
9,000 MMBtu per day on any day, then SIGECO  
shall pay Texas Gas' Zone 3 to 3 FT Overrun Rate plus applicable surcharges  
and fuel on all volumes delivered in  
excess of 9,000 MMBtu per day.

Other: N/A

*Effective Date: 03/31/2009    Status: Effective*  
*FERC Docket: RP00-426-043*

**Sheet No. 93** Sheet No. 93

Sheet Nos. 93 through 98 are Reserved for Future Use

Effective Date: 11/12/2009 Status: Effective

FERC Docket: RP10-138-000

**Eleventh Revised Sheet No. 99** Eleventh Revised Sheet No. 99

Superseding: Tenth Revised Sheet No. 99

List of Non-Conforming Service Agreements

1. Worthington Generation, L.L.C., a Negotiated Rate Agreement dated March 29, 2001 under Rate Schedule SNS and a Non-Conforming Service Agreement dated June 16, 2000 under Rate Schedule SNS.
2. AK Steel Corporation, Non-Conforming Service Agreement dated April 27, 2004, under Rate Schedule FT.
3. Atmos Energy Marketing, Revised Negotiated Rate Agreement dated October 1, 2005, under Rate Schedule FT.
4. Devon Gas Services, L.P., Negotiated Rate Agreement dated November 18, 2005, which is superseded by a Revised Negotiated Rate Agreement dated March 24, 2006, effective May 1, 2006, under Rate Schedule FT.
5. Tennessee Valley Authority, Negotiated Rate Agreement dated December 3, 2008, under Rate Schedule SNS.
6. Anadarko Energy Services Company dated February 7, 2008, under Rate Schedule FT.
7. Anadarko Energy Services Company dated February 19, 2008, under Rate Schedule STF.
8. BP Energy Company, Non-Conforming Service Agreement and Negotiated Rate Agreement dated October 9, 2008, under Rate Schedule FT.
9. BP Energy Company, Non-Conforming Service Agreement and Negotiated Rate Agreement dated October 9, 2008, under Rate Schedule STF.
10. Chesapeake Energy Marketing, Inc., Non-Conforming Service Agreement and Negotiated Rate Agreement dated October 9, 2008, under Rate Schedule FT.
11. Chesapeake Energy Marketing, Inc., Non-Conforming Service Agreement and Negotiated Rate Agreement dated October 9, 2008, under Rate Schedule STF.
12. Petrohawk Energy Corporation, two Non-Conforming Service Agreements and Negotiated Rate Agreements dated August 12, 2008, as amended May 22, 2009, under Rate Schedule FT.
13. Cross Timbers Energy Services, Inc., a Non-Conforming Service Agreement and a Negotiated Rate Agreement dated December 18, 2008, under Rate Schedule FT, and a Non-Conforming Service Agreement dated December 18, 2008, as amended April 29, 2009, and a Negotiated Rate Agreement dated April 29, 2009, under Rate Schedule FT.
14. Southwestern Energy Services Company, three Non-Conforming Service Agreements dated May 15, 2008, as amended August 27, 2008, and December 8, 2008, under Rate Schedule FT, and three associated Negotiated Rate Agreements dated August 27, 2008, as amended December 8, 2008, and May 22, 2009.
15. Southwestern Energy Services Company, two Non-Conforming Service Agreements dated August 27, 2008, under Rate Schedule FT, and two Negotiated Rate Agreements dated August 27, 2008; one superseding Service Agreement dated April 1, 2009, under Rate Schedule FT, and a superseding Negotiated Rate Agreement dated March 26, 2009.
16. Aventine Renewable Energy - Mt Vernon, LLC, Non-Conforming Service Agreement dated September 24, 2007, under Rate Schedule FT.
17. Southern Indiana Gas and Electric Company, d/b/a Vectren Energy Delivery of Indiana, Inc. (SIGECO), Negotiated Rate Agreement and Non-conforming Service Agreement dated October 1, 2008.
18. MacQuarie Cook Energy, LLC, Non-conforming Service Agreement dated March 27, 2009, under Rate Schedule FT.

*Effective Date: 09/18/2009    Status: Suspended*

*FERC Docket: RP09-1051-000*

**Fifth Revised Sheet No. 99A** Fifth Revised Sheet No. 99A

Superseding: Fourth Revised Sheet No. 99A

List of Non-Conforming Service Agreements (cont'd)

19. CNE Gas Supply, LLC, Non-conforming Letter Agreement dated April 27, 2009, under Rate Schedule NNS.
20. Clarksdale Public Utilities Commission, Non-conforming Service Agreement dated June 1, 2003, under Rate Schedule HOT and Non-conforming Service Agreement dated January 23, 2003 under Rate Schedule IT.
21. Duke Energy Ohio, Inc., Non-conforming Service Agreement dated November 14, 2007, under Rate Schedule FT.
22. ProLiance Energy, LLC, Non-conforming Service Agreement dated June 4, 2008, under Rate Schedule NNS.

*Effective Date: 05/18/2010    Status: Effective*

*FERC Docket: RP09-1051-002*

**Seventh Revised Sheet No. 99A** Seventh Revised Sheet No. 99A

Superseding: Sixth Revised Sheet No. 99A

List of Non-Conforming Service Agreements (cont'd)

19. CNE Gas Supply, LLC, Non-conforming Letter Agreement dated April 27, 2009, under Rate Schedule NNS.
20. Clarksdale Public Utilities Commission, Non-conforming Service Agreement dated June 1, 2003, under Rate Schedule HOT and Non-conforming Service Agreement dated January 23, 2003 under Rate Schedule IT.
21. Duke Energy Ohio, Inc., Non-conforming Service Agreement dated November 14, 2007, under Rate Schedule FT.
22. UGI Utilities Inc., Non-conforming Service Agreement dated September 26, 1996, under Rate Schedule FT.



Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-130-000

**First Revised Sheet No. 100** First Revised Sheet No. 100

Superseding: Substitute Original Sheet No. 100

RATE SCHEDULE  
FT-SL, FT-1, FT-2, FT-3 and FT-4  
Firm Transportation Service

1. Availability

This Rate Schedule is available for the transportation of natural gas by Texas Gas for any Customer:

1.1 Where Customer:

- (a) Has requested gas to be transported on a firm basis and is eligible for firm transportation pursuant to this Rate Schedule and Section 8 of the General Terms and Conditions;
- (b) Is the successful bidder for available capacity or for capacity released by a Customer having an FT Service Agreement pursuant to the terms and conditions of the Capacity Release Program in Section 16 of the General Terms and Conditions of this Tariff;
- (c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
- (d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
- (e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules FT-SL, FT-1, FT-2, FT-3 or FT-4. Subject to the provisions of Section 3.3 of this FT Rate Schedule, the firm transportation Contract Demand must be a daily transportation quantity which is the same for each day of the contract term, which term must be for at least 12 consecutive months of service.

- 1.2 Customer, Texas Gas, and third-party transporters, have obtained, as appropriate, or will obtain all State and Federal approvals for services to be provided by Customer, Texas Gas, and third-party transporters related to those rendered under this Rate Schedule.

2. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and conditions of this tariff, Supply Lateral Capacity, shall apply to FT service.

3. Applicability and Character of Service

- 3.1 The transportation service provided under this Rate Schedule shall be performed under Subparts B, G, H or I of Part 284, or any other applicable Commission Regulation governing such transportation, including transportation performed on an "on behalf of" basis under Subpart B. Such service shall apply to all gas transported by Texas Gas for Customer under this Rate Schedule up to the transportation Contract Demand set forth in the Transportation Service Agreement.

*Effective Date: 01/01/2009    Status: Effective*

*FERC Docket: RP09-130-000*

**Second Revised Sheet No. 101** Second Revised Sheet No. 101

Superseding: Substitute Original Sheet No. 101

RATE SCHEDULE FT (cont'd)

- 3.2    Receipts and deliveries under this Rate Schedule shall be governed by Section 6.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 3.3    Notwithstanding anything in the Rate Schedule or Section 6.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the parties may agree at the time of contract execution that the Contract Demand will increase by specified amounts at specific points in time.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

**First Revised Sheet No. 102** First Revised Sheet No. 102

Superseding: Original Sheet No. 102

RATE SCHEDULE FT (cont'd)

4. Categories and Priorities of Transportation Services  
Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet Nos. 21, 22 and 23 of this Tariff, and these rates are incorporated herein by reference.

5.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the transportation Contract Demand as specified in Customer's Transportation Service Agreement multiplied by the applicable demand rate per MMBtu. The Reservation Charge shall be billed as of the effective date of the Transportation Service Agreement. Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay Texas Gas the Maximum Commodity Rate per MMBtu of gas delivered by Texas Gas for firm transportation services rendered to Customer up to Customer's transportation Contract Demand. For all gas quantities delivered in excess of Customer's transportation Contract Demand on any day, Customer shall pay the FT Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

If Customer changes Primary Receipt Point(s) in its Transportation Service Agreement to a zone located downstream of any Texas Gas supply laterals,

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FERC Docket: RP08-392-000

**Original Sheet No. 103**

Original Sheet No. 103

RATE SCHEDULE FT (cont'd)

Customer's monthly Reservation Charge shall not be affected by such change in Primary Receipt Points until the effective date of Texas Gas' next Section 4(e) rate case filing following such change. However, Texas Gas shall charge Customer a Commodity Rate applicable to zone in which gas is received and redelivered.

5.2 Fuel, Company Use, and Unaccounted For Quantities Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

5.3 Processing Rights Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

5.4 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

5.5 Secondary Point(s) in Zone Outside Transportation Path Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to also pay the Daily Demand reservation charge applicable to such zones as shown on Sheet No. 21 for the number of days the secondary point is used.

6. Minimum Monthly Bill (a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 5.1 of this Rate Schedule. (b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis.

7. Daily Overruns 7.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity (a) Authorized Daily Overrun Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such

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Original Sheet No. 104

RATE SCHEDULE FT (cont'd)

circumstances, Customer shall pay the FT overrun rate for such authorized overruns and no penalty shall be assessed. (b) Allowable Variation 100% Notwithstanding anything herein to the contrary, Customer takes between of Contract Demand and 102 percent of Contract Demand shall be considered an allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances, the Customer shall pay the FT Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Contract Demand and, if so, whether such excess takes are within 102% of Contract Demand and shall be considered allowable variation. Texas Gas shall use the lesser of operational information or actual data to determine whether Customer's excess takes are allowable variation or unauthorized overrun quantity. (c) Unauthorized Contract Demand Overrun Quantity Customer takes in excess of 102 percent of the Contract Demand on any day, without Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun Quantity. 7.2 Unauthorized Contract Demand Overrun Penalty In any month in which Customer takes Unauthorized Contract Demand Overrun Quantity, Customer shall pay to Texas Gas the following penalties in addition to the charges otherwise payable hereunder: (a) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Contract Demand Overrun Quantities taken on any day over 102 percent of the Contract Demand; and (b) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Overrun Quantities taken on any day in excess of 105% of Contract Demand. In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand. The payment of a penalty for Unauthorized Contract Demand Overrun by a Customer shall not under any circumstances be considered as giving such Customer the right to take unauthorized Contract Demand overrun nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas' other customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

**Original Sheet No. 105** Original Sheet No. 105

RATE SCHEDULE FT (cont'd)

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for Unauthorized Contract Demand Overrun Quantity if on the day when Unauthorized Contract Demand Overrun Quantity was taken deliveries to Texas Gas' other customers were not adversely affected by the taking of such Unauthorized Contract Demand Overrun Quantity or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Overrun Penalty if the Unauthorized Contract Demand Overrun occurs in a non-critical situation and does not cause operational problems. Texas Gas shall be obligated to waive any penalty for unauthorized Contract Demand overrun:

(a) when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or (b) when such overrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.

Whenever Texas Gas waives the penalty for Unauthorized Contract Demand Overrun, Customer shall pay Texas Gas the daily portion of the monthly demand rate per MMBtu of the Unauthorized Contract Demand Overrun Quantity in addition to the commodity charge payable hereunder. The daily portion of the monthly demand rate is set forth on currently effective Sheet No. 21 of this tariff.8. Seasonal Quantity Level Overrun Charge and Nominal Penalty 8.1 If Customer and Customer's Replacement Shipper(s) take quantities of gas during the five-month period commencing November 1 of each year in excess of the Winter Season Quantity Level, or during the seven-month period commencing April 1 of each year in excess of the Summer Season Quantity Level, such excess shall constitute Seasonal Quantity Level Overrun. For all gas taken in excess of 100% of the Seasonal Quantity Level, there shall be a charge consisting of the daily portion of the monthly demand rate for the applicable zone in addition to all other charges payable hereunder. 8.2 In addition to the charge contained in Section 8.1 above and all other applicable charges, if Customer takes quantities of gas in any season in excess of 102% of Customer's Seasonal Quantity Level, there shall be a penalty of twice the effective FT Overrun Rate; provided, however, such seasonal penalties shall be charged only for unauthorized seasonal overruns.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 106 Original Sheet No. 106

RATE SCHEDULE FT (cont'd)

Texas Gas shall have the right, without obligation, to waive, on a nondiscriminatory basis, any penalty under this Section 8.2 for Season Quantity Level Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' operations, including gas storage operations, were not impaired thereby. 8.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction).9. Reimbursement of Fees and Taxes Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.10. Capacity Release Program Customer under the FT Rate Schedule may release and assign all or any part of its Contract Demand and Seasonal Quantity Levels pursuant to Section 16 of the General Terms and Conditions of this Tariff.11. Uniform Flows Customer shall deliver or cause to be delivered to Texas Gas and receive gas or cause to be received from Texas Gas in as nearly as possible uniform hourly quantities during any day and in as nearly as possible uniform daily quantities during any month.12. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule FT.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 107** Sheet No. 107

Sheet Nos. 107 through 199 Are Reserved For Future Use.



Effective Date: 03/08/2010 Status: Superseded

FERC Docket: RP10-366-000

**First Revised Sheet No. 200** First Revised Sheet No. 200

Superseding: Substitute Original Sheet No. 200

RATE SCHEDULE  
STF-SL, STF-1, STF-2, STF-3, STF-4  
Short-Term Firm Transportation Service

1. Availability

This Rate Schedule is available for the transportation of natural gas by Texas Gas for any Customer:

1.1 Where Customer:

- (a) Has requested gas to be transported on a firm basis and is eligible for firm transportation pursuant to this Rate Schedule STF and Section 8 of the General Terms and Conditions;
- (b) Is the successful bidder for available capacity or for capacity released by a Customer having an FT Service Agreement pursuant to the terms and conditions of the Capacity Release Program in Section 16 of the General Terms and Conditions of this Tariff;
- (c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
- (d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
- (e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules STF-SL, STF-1, STF-2, STF-3, or STF-4.

1.2 Customer, Texas Gas, and third-party transporters, have obtained, as appropriate, or will obtain all State and Federal approvals for services to be provided by Customer, Texas Gas, and third-party transporters related to those rendered under this Rate Schedule.

1.3 Any Customer contracting for service under this Rate Schedule STF will be allocated capacity without use of the bidding process provided such request (i) is made within 3 business days preceding the beginning of a month and service is contracted for only that entire calendar month or (ii) is for a single, intra-month period that will terminate no later than the last day of the current month. Any other request, including any extension or rollover of an agreement as provided in (i) or (ii) of this paragraph, shall be subject to the bidding process.

2. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to STF service.

3. Applicability and Character of Service

3.1 The transportation service provided under this Rate Schedule shall be performed under Subparts B, G, H or I of Part 284, or any other applicable Commission Regulation governing such transportation, including transportation performed on an "on behalf of" basis under Subpart B. Such service shall apply to all gas transported by Texas Gas for Customer under this Rate Schedule up to the transportation Contract Demand set forth in the Transportation Service Agreement.

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Second Revised Sheet No. 200** Second Revised Sheet No. 200

Superseding: First Revised Sheet No. 200

RATE SCHEDULE  
STF-SL, STF-1, STF-2, STF-3, STF-4  
Short-Term Firm Transportation Service

1. Availability

This Rate Schedule is available for the transportation of natural gas by Texas Gas for any Customer:

1.1 Where Customer:

- (a) Has requested gas to be transported on a firm basis and is eligible for firm transportation pursuant to this Rate Schedule STF and Section 8 of the General Terms and Conditions;
- (b) Is the successful bidder for available capacity or for capacity released by a Customer having an STF Service Agreement pursuant to the terms and conditions of the Capacity Release Program in Section 16 of the General Terms and Conditions of this Tariff;
- (c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
- (d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
- (e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules STF-SL, STF-1, STF-2, STF-3, or STF-4.

1.2 Customer, Texas Gas, and third-party transporters, have obtained, as appropriate, or will obtain all State and Federal approvals for services to be provided by Customer, Texas Gas, and third-party transporters related to those rendered under this Rate Schedule.

1.3 Any Customer contracting for service under this Rate Schedule STF will be allocated capacity without use of the bidding process provided such request (i) is made within 3 business days preceding the beginning of a month and service is contracted for only that entire calendar month or (ii) is for a single, intra-month period that will terminate no later than the last day of the current month. Any other request, including any extension or rollover of an agreement as provided in (i) or (ii) of this paragraph, shall be subject to the bidding process.

2. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to STF service.

3. Applicability and Character of Service

3.1 The transportation service provided under this Rate Schedule shall be performed under Subparts B, G, H or I of Part 284, or any other applicable Commission Regulation governing such transportation, including transportation performed on an "on behalf of" basis under Subpart B. Such service shall apply to all gas transported by Texas Gas for Customer under this Rate Schedule up to the transportation Contract Demand set forth in the Transportation Service Agreement.

*Effective Date: 01/01/2009    Status: Effective*

*FERC Docket: RP09-128-000*

**First Revised Sheet No. 201** First Revised Sheet No. 201

Superseding: Substitute Original Sheet No. 201

RATE SCHEDULE STF (cont'd)

- 3.2    Receipts and deliveries under this Rate Schedule shall be governed by Section 6.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

**First Revised Sheet No. 202** First Revised Sheet No. 202

Superseding: Original Sheet No. 202

RATE SCHEDULE STF (cont'd)

4. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet No. 24 of this Tariff, and these rates are incorporated herein by reference.

5.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the Applicable transportation Contract Demand as specified in Customer's Transportation Service Agreement multiplied by the applicable demand rate per MMBtu. The Reservation Charge shall be billed as of the effective date of the Transportation Service Agreement. Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay Texas Gas the Maximum Commodity Rate per MMBtu of gas delivered by Texas Gas for firm transportation services rendered to Customer up to Customer's transportation Contract Demand. For all gas quantities delivered in excess of Customer's transportation Contract Demand on any day, Customer shall pay the STF Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

5.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 203**

Original Sheet No. 203

RATE SCHEDULE STF (cont'd)

5.3 Processing Rights Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff. 5.4 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer. 5.5 Secondary Point(s) in Zone Outside Transportation Path Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to also pay the Daily Demand reservation charge applicable to such zones as shown on Sheet No. 28 for the number of days the secondary point is used. 6. Minimum Monthly Bill (a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 5.1 of this Rate Schedule. (b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis. 7. Daily Overruns 7.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity (a) Authorized Daily Overrun Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such circumstances, Customer shall pay the STF overrun rate for such authorized overruns and no penalty shall be assessed. (b) Allowable Variation Notwithstanding anything herein to the contrary, Customer takes between 100% of Contract Demand and 102 percent of Contract Demand shall be considered an allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances,

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FERC Docket: RP08-392-000

**Original Sheet No. 204**

Original Sheet No. 204

RATE SCHEDULE STF (cont'd)

the Customer shall pay the STF Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Demand and, if so, whether such excess takes are within 102% of shall be considered allowable variation. Texas Gas shall use the lesser of operational information or actual data to determine whether Customer's excess takes are allowable variation or unauthorized overrun quantity. (c) Unauthorized Contract Demand Overrun Quantity Customer takes in excess of 102 percent of the Contract Demand on any day, without Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun Quantity. 7.2 Unauthorized Contract Demand Overrun Penalty In any month in which Customer takes Unauthorized Contract Demand Overrun Quantity, Customer shall pay to Texas Gas the following penalties in addition to the charges otherwise payable hereunder: (a) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Contract Demand Overrun Quantities taken on any day over 102 percent of the Contract Demand; and (b) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Overrun Quantities taken on any day in excess of 105% of Contract Demand. In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand. The payment of a penalty for Unauthorized Contract Demand Overrun by a Customer shall not under any circumstances be considered as giving such Customer the right to take unauthorized Contract Demand overrun nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas' other customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas. Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for Unauthorized Contract Demand Overrun Quantity if on the day when Unauthorized Contract Demand Overrun Quantity was taken deliveries to Texas Gas' other customers were not adversely affected by the taking of such Unauthorized Contract Demand Overrun Quantity or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any

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**Original Sheet No. 205** Original Sheet No. 205

RATE SCHEDULE STF (cont'd)

Excess Overrun Penalty if the Unauthorized Contract Demand Overrun occurs in a non-critical situation and does not cause operational problems. Texas Gas shall be obligated to waive any penalty for unauthorized Contract Demand overrun: (a) when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or (b) when such overrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence. Whenever Texas Gas waives the penalty for Unauthorized Contract Demand Overrun, Customer shall pay Texas Gas the daily portion of the monthly demand rate per MMBtu of the Unauthorized Contract Demand Overrun Quantity in addition to the commodity charge payable hereunder. The daily portion of the monthly demand rate is set forth on currently effective Sheet No. 24 of this tariff.8. Seasonal Quantity Level Overrun Charge and Nominal Penalty 8.1 If Customer and Customer's Replacement Shipper(s) take quantities of gas during the five-month period commencing November 1 of each year in excess of the Winter Season Quantity Level, or during the seven-month period commencing April 1 of each year in excess of the Summer Season Quantity Level, such excess shall constitute Seasonal Quantity Level Overrun. For all gas taken in excess of 100% of the Seasonal Quantity Level, there shall be a charge consisting of the daily portion of the monthly demand rate for the applicable zone in addition to all other charges payable hereunder. 8.2 In addition to the charge contained in Section 8.1 above and all other applicable charges, if Customer takes quantities of gas in any season in excess of 102% of Customer's Seasonal Quantity Level, there shall be a penalty of twice the effective FT Overrun Rate; provided, however, such seasonal penalties shall be charged only for unauthorized seasonal overruns. Texas Gas shall have the right, without obligation, to waive, on a nondiscriminatory basis, any penalty under this Section 8.2 for Season Quantity Level Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' operations, including gas storage operations, were not impaired thereby.

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Original Sheet No. 206 Original Sheet No. 206

RATE SCHEDULE STF (cont'd)

8.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction).9. Reimbursement of Fees and Taxes Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.10. Capacity Release Program Customer under the SFT Rate Schedule may release and assign all or any part of its Contract Demand and Seasonal Quantity Levels pursuant to Section 16 of the General Terms and Conditions of this Tariff.11. Uniform Flows Customer shall deliver or cause to be delivered to Texas Gas and receive gas or cause to be received from Texas Gas in as nearly as possible uniform hourly quantities during any day and in as nearly as possible uniform daily quantities during any month.12. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule SFT.



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**Sheet No. 207** Sheet No. 207

Sheet Nos. 207 through 299 Are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 300** Original Sheet No. 300

Rate Schedule  
Enhanced Firm Transportation  
EFT  
Service 1. Availability 1.1 This Rate Schedule is available for the transportation of  
natural gas by Texas Gas for any Customer: a. Who has executed a  
Transportation Service Agreement with Texas Gas for firm transportation service  
under Rate Schedules FT-SL, FT-1, FT-2, FT-3, FT-4, STF-SL, STF-1, STF-2, STF-3, or  
STF-4; and b. Who desires to enhance its firm transportation service by executing an  
EFT Addendum to FT or STF Service Agreement permitting it to receive  
deliveries of gas at its Primary Delivery Point at a variable hourly flow rate.  
1.2 Texas Gas will evaluate all requests for EFT Service and only execute contracts  
with those seeking service under this Rate Schedule where there is operational capacity  
on the Texas Gas system and Texas Gas' system is physically capable of providing the  
requested EFT service. 1.3 Texas Gas shall not be required to perform service under this Rate  
Schedule, subject to obtaining any necessary approvals, on behalf of any Customer that  
fails to comply with any and all of the terms of this Rate Schedule and with the terms  
of Customer's Transportation Service Agreement with Texas Gas. 2. Applicability and  
Character of Service 2.1 This Rate Schedule is subject to all the terms and conditions of Rate  
Schedule FT or STF, except as provided in Section 2.2 below. 2.2 Notwithstanding  
the provisions of Section 7.2 of the General Terms and Conditions, except during such times  
for which Texas Gas has given notice to Customer that EFT service is unavailable, an EFT  
Customer may receive delivery in any hour of up to one-sixteenth of Customer's Contract  
Demand at Customer's Primary Delivery Point. Except as modified herein, Section 7.2 of the  
General Terms and Conditions shall continue to apply. 3. Quantities All  
quantities designated for service under Rate Schedule EFT shall be the same as those quantities  
designated under the base FT or STF Agreement to which the EFT Service is addended. 4. Rates  
and Charges 4.1 The applicable rates per MMBtu under this Rate Schedule EFT for enhanced firm  
transportation service are set forth on currently effective Sheet No. 25 of this

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**Original Sheet No. 301** Original Sheet No. 301

RATE SCHEDULE EFT (cont'd)

Tariff, and these rates are incorporated herein by reference. Such rates are in addition to any rates charged for service under Rate Schedule FT or STF. 4.2 Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay Texas Gas each month the maximum rates per MMBtu for service under this Rate Schedule EFT. Texas Gas may, from time to time and at any time after negotiation selectively, adjust the rate(s) applicable to any individual Customer; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth in the currently effective Sheet No. 25 of this tariff. If Texas Gas so adjusts any rates to any Customer, Texas Gas shall file with the Commission any and all required reports respecting such adjusted rate. 4.3 Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of this rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

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**Sheet No. 302** Sheet No. 302

Sheet Nos. 302 through 399 Are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 400 Original Sheet No. 400

RATE SCHEDULE

NNS No-Notice Transportation Service  
NNS-SL, NNS-1, NNS-2, NNS-3, and NNS-4 1. Availability This rate schedule is  
available for the firm transportation of natural gas by Texas Gas for any Customer: 1.1 Where  
Customer: a) Has submitted a valid request for firm service pursuant to this Rate Schedule  
NNS; b) Is the successful bidder for available capacity or for capacity released by  
a customer having an NNS service agreement pursuant to the terms and conditions  
of the Capacity Release Program in Section 16 of the General Terms and Conditions of this  
Tariff; c) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by  
Texas Gas to or for the account of Customer in one or more of Texas Gas' Service  
Zones; and d) Has executed a Transportation Service Agreement with Texas Gas for service  
under Rate Schedules NNS-SL, NNS-1, NNS-2, NNS-3, or NNS-4. 1.2 No-notice service under  
this Rate Schedule NNS is available only at an NNS Customer's primary delivery point(s).  
1.3 Service under this Rate Schedule NNS is available to any Customer, provided that there  
are operational and/or administrative arrangements in place to meet the requirements of such  
service. 2. Applicability and Character of Service 2.1 The transportation service provided under  
this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section  
284.8(a)(4) and shall be performed under Subparts B or G of Part 284 of the Commission's  
regulations, or any other applicable Commission Regulations governing such no-notice  
transportation service. 2.2 The transportation service offered under this Rate Schedule is provided  
by combining pipeline capacity and storage capacity into a single no-notice service.  
Customer's seasonal Contract Demands are thus supplied by a combination of Nominated (pipeline)  
and Unnominated (storage) Quantities as more fully defined below and as set forth in  
Customer's NNS Service Agreement.

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FERC Docket: RP09-504-000

**Third Revised Sheet No. 401** Third Revised Sheet No. 401

Superseding: Second Revised Sheet No. 401

RATE SCHEDULE NNS (cont'd)

2.3 Notwithstanding anything else to the contrary in this Rate Schedule or Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the parties may agree at the time of contract execution that the Contract Demand will increase by specified amounts at specific point in time.

2.4 Notwithstanding any other provision hereof, Customer shall be required to nominate any Unnominated Daily Quantity at a primary delivery point where an Operational Balancing Agreement is in effect.

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet No. 26 of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the applicable Contract Demand as specified in Customer's NNS Service Agreement multiplied by the applicable demand rate per MMBtu. The Reservation Charge shall be billed as of the effective date of the NNS Service Agreement. Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay Texas Gas the Maximum Commodity Rate per MMBtu of gas delivered by Texas Gas for no-notice transportation services rendered to Customer up to Customer's applicable Contract Demand. For all gas quantities delivered in excess of Customer's applicable Contract Demand on any day, Customer shall pay the NNS Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

4.3 Processing Rights

Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

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FERC Docket: RP08-392-000

**Original Sheet No. 402** Original Sheet No. 402

RATE SCHEDULE NNS (cont'd)

4.4 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer. 4.5 Secondary Point(s) in Zone Outside Transportation Path Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to also pay the Daily Demand reservation charge applicable to such zones as shown on Sheet No. 26 for the number of days the secondary point is used. 5. Minimum Monthly Bill a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 4.1 of this Rate Schedule. b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis. 6. Daily Overruns 6.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity a. Authorized Daily Overrun Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such circumstances, Customer shall pay the NNS overrun rate for such authorized overruns and no penalty shall be assessed. b. Allowable Variation 100% of Notwithstanding anything herein to the contrary, Customer takes between allowable Contract Demand and 102% of Contract Demand shall be considered an allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances, the Customer shall pay the NNS Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Contract Demand and, if so, whether such excess takes are within 102% of Contract Demand and shall be considered allowable variation. Texas Gas shall use

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**Original Sheet No. 403**

Original Sheet No. 403

RATE SCHEDULE NNS (cont'd)

the lesser of operational information or actual data to determine whether  
Customer's excess takes are allowable variation or unauthorized overrun  
quantity. c. Unauthorized Contract Demand Overrun Quantity  
Customer takes in excess of 102 percent of the Contract Demand on any day, without  
Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun  
Quantity. 6.2 Unauthorized Contract Demand Overrun Penalty In any month in which Customer  
takes an Unauthorized Contract Demand Overrun, Customer shall pay to Texas Gas the following  
penalties in addition to the charges otherwise payable hereunder: (a) A  
"Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all  
Unauthorized Contract Demand Overrun Quantities taken on any day over 102 percent of  
the Contract Demand; and (b) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all  
Unauthorized Contract Demand Overrun Quantities taken on any day in excess of 105%  
of Contract Demand. In the event a Customer incurs an Excess Overrun Penalty,  
Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts  
collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not  
exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand. The payment of a  
penalty for Unauthorized Contract Demand Overrun by a Customer shall not under any circumstances  
be considered as giving such Customer the right to take Unauthorized Contract Demand Overrun nor  
shall such payment be considered as a substitute for any other remedies available to Texas Gas  
or any of Texas Gas' other Customers against the offending Customer for failure to respect its  
obligation to adhere to the provisions of its contract with Texas Gas. Texas Gas shall  
have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun  
Penalty for an Unauthorized Contract Demand Overrun if, on the day when the Unauthorized  
Contract Demand Overrun was taken, deliveries to Texas Gas' other Customers were not adversely  
affected by the taking of such Unauthorized Contract Demand Overrun or if Texas Gas' pipeline  
operations, including gas storage operations, were not impaired thereby. Texas Gas must waive  
any Excess Overrun Penalty if the Unauthorized Contract Demand Overrun occurs in a non-critical  
situation and does not cause operational problems.



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FERC Docket: RP08-392-000

**Original Sheet No. 404** Original Sheet No. 404

RATE SCHEDULE NNS (cont'd)

Texas Gas shall be obligated to waive any penalty for Unauthorized Contract Demand  
Overrun: (a) when such overrun is taken under circumstances beyond the control of  
Customer due to emergency conditions on Texas Gas' facilities, or (b) when  
such overrun is due to accident to or breakage of pipelines, machinery or equipment  
of the Customer; provided, however, Customer shall promptly and diligently take such  
action as may be necessary and practicable under the then existing circumstances to  
repair or otherwise remedy the situation and furnish Texas Gas satisfactory  
evidence that such accident or breakage was not due to Customer's gross  
negligence. Whenever Texas Gas waives the penalty for Unauthorized Contract Demand Overrun,  
Customer shall pay Texas Gas the daily portion of the monthly demand rate per MMBtu of the  
Unauthorized Contract Demand Overrun quantity in addition to the commodity charge payable  
hereunder. The daily portion of the monthly demand rate is set forth on currently effective  
Sheet No. 26 of this tariff.7. Seasonal Quantity Entitlement Overrun Charge and Nominal Penalty  
7.1 If Customer and Customer's Replacement Shipper(s) take quantities of gas during  
the five-month period commencing November 1 of each year in excess of the Winter Season  
Quantity Entitlement, or during the seven-month period commencing April 1 of each year in  
excess of the Adjusted Summer Season Quantity Entitlement, such excess shall constitute  
Seasonal Quantity Entitlement Overrun. For all gas taken in excess of 100  
percent of the applicable Seasonal Quantity Entitlement, there shall be a charge consisting  
of the daily portion of the monthly demand rate for the applicable zone in addition to all  
other charges payable hereunder. The daily portion of the monthly demand rate is  
set forth on currently effective Sheet No. 26 of this tariff. 7.2 In addition to the charge  
contained in Section 7.1 above and all other applicable charges, if Customer takes  
quantities of gas in any season in excess of 102% of the applicable Seasonal Quantity  
Entitlement, there shall be a penalty of twice the effective FT Overrun Rate; provided,  
however, such seasonal penalties shall be charged only for unauthorized seasonal overruns.  
Texas Gas shall have the right, without obligation, to waive, on a non-  
discriminatory basis, any penalty under this Section 7.2 for Seasonal Quantity Entitlement  
Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not  
adversely affected or if Texas Gas' pipeline operations, including gas storage operations,  
were not impaired thereby.

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FERC Docket: RP09-128-000

**First Revised Sheet No. 405** First Revised Sheet No. 405

Superseding: Original Sheet No. 405

RATE SCHEDULE NNS (cont'd)

- 7.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction).

8. Reimbursement of Fees and Taxes

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

9. Nominations, Receipts, and Deliveries

Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.3 of the General Terms and Conditions.

10. Winter Season Provisions

During the Winter Season, Texas Gas will deliver to Customer up to Customer's Winter Contract Demand and Customer's Winter Quantity Entitlement as set forth below.

- 10.1 Customer will only be required to nominate into Texas Gas' system a quantity of gas up to the Nominated Daily Quantity.
- 10.2 In addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Daily Quantity to meet Customer's city-gate requirements up to Customer's Winter Contract Demand.
- 10.3 In addition, Customer may exceed its Unnominated Daily Quantity by a quantity equal to its Excess Unnominated Daily Quantity (i.e. 10% of its Winter Contract Demand) for up to two (2) consecutive gas days without a penalty; however, total deliveries to the Customer may not exceed the Customer's Winter Contract Demand. Texas Gas will notify the Customer within four (4) hours of the end of the gas day in which Customer has exceeded its Unnominated Daily Quantity. If the Customer does not cease taking such Excess Unnominated Daily Quantity from Texas Gas' storage after two (2) consecutive gas days, then Texas Gas may assess a penalty of \$15 per MMBtu of such excess gas taken and may issue an operational flow order requiring Customer to immediately inject additional gas supply and/or reduce city-gate deliveries so that the Customer is no longer exceeding his Unnominated Daily Quantity.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 406 Original Sheet No. 406

RATE SCHEDULE NNS (cont'd)

10.4 Monthly Maximum Withdrawal: No more than 50% of Customer's Unnominated Seasonal Quantity shall be withdrawn in any consecutive thirty (30) day period. 10.5 Seasonal Minimum and Maximum Withdrawal: No more than 105% of Customer's Unnominated Seasonal Quantity shall be withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage) by March 1 of any winter season; provided further, that no less than 68% and no more than 100% of Customer's Unnominated Seasonal Quantity shall be withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage) by April 1 (the end of the Winter Season). 10.6 Adjusted Unnominated Daily Quantity: As Customer's Unnominated Seasonal Quantity is withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage), that portion of Customer's Unnominated Daily Quantity available to Customer shall be adjusted. Customer's Adjusted Unnominated Daily Quantity shall be equal to the greater of its average winter daily unnominated quantity (i.e., the Customer's USQ divided by the total number of Winter days the UDQ is available) or the applicable percentage of its Unnominated Daily Quantity as set forth in the following table:

% USQ Withdrawn	% UDQ Available	75%	80%	85%	90%
80%	80%	90%	75%	10.7	During the

Winter Season, Texas Gas will also inject gas into storage on a best efforts basis as part of NNS service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. injections in excess of 15% of Customer's Winter Contract Demand or sustained injections of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.11. Summer Season Provisions 11.1 Texas Gas shall deliver to Customer at the city-gate during each Summer Season up to the Customer's Summer Contract Demand and Adjusted Summer Quantity Entitlement as nominated by Customer.

Original Sheet No. 407 Original Sheet No. 407

RATE SCHEDULE NNS (cont'd)

11.2 Pursuant to the provisions set forth below, Customer shall deliver in kind to Texas Gas during each Summer Season a quantity of gas equal to that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer (including any in-field transfers pursuant to Section 16.8(c) of the General Terms and Conditions of this tariff) during the prior Winter Season (as well as any Shoulder Month quantities delivered to Customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to redeliver such volumes into storage. 11.3 Maximum Daily Injection Quantity: To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table: % of Unnominated Injection Rate

Maximum Available Injected	Seasonal Quantity (% of USQ)	Injection Rate
1.3%	65% - 90%	0% - 65%
0.6%	1.1%	>90%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its EBB in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

11.5 During the Summer Season (except as provided in Section 11.6 below), Texas Gas will also withdraw gas from storage on a best efforts basis as part of the NNS service. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Second Revised Sheet No. 407** Second Revised Sheet No. 407

Superseding: Original Sheet No. 407

RATE SCHEDULE NNS (cont'd)

- 11.2 Pursuant to the provisions set forth below, Customer shall deliver in kind to Texas Gas during each Summer Season a quantity of gas equal to that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer (including any in-field transfers pursuant to Section 16.8(c) of the General Terms and Conditions of this tariff) during the prior Winter Season (as well as any Shoulder Month quantities delivered to Customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to redeliver such volumes into storage.

- 11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

- 11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.
- 11.5 During the Summer Season (except as provided in Section 11.6 below), Texas Gas will also withdraw gas from storage on a best efforts basis as part of the NNS service. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.

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 FERC Docket: RP08-392-000

**Original Sheet No. 408**

Original Sheet No. 408

RATE SCHEDULE NNS (cont'd)

11.6 To assist Texas Gas' operational and maintenance scheduling through the Summer Season, Customer will notify Texas Gas by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Texas Gas will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.12. Shoulder Month Flexibility 12.1 During the Shoulder Months of April and October, Texas Gas will deliver to Customer at the city-gate the Customer's Shoulder Month Contract Demand, which shall, unless otherwise agreed, be the sum of Customer's Summer Contract Demand, Customer's Excess Unnominated Quantity and the applicable percentage as set forth below of Customer's Unnominated Daily Quantity for the Winter Season:

	Shoulder Month	Percent of Unnominated Daily
Quantity	April	50%
October	70%	

In the event that Customer's Unnominated Seasonal Quantity is available in quantities sufficient to support additional access to Customer's Unnominated Daily Quantity the applicable percentage available to Customer during such Shoulder Month will be as follows:

% of Unnominated	Shoulder Month	Seasonal Quantity Withdrawn
Daily Quantity Available	April/October	75%
90%	80%	85%
90%	85%	80%
70%	75%	95%

Although such Shoulder Month Contract Demand shall be available during any day of the Shoulder Month, it shall only be available for a maximum of fifteen (15) gas days during such month. 12.2 In the event that Customer's Unnominated Seasonal Quantity has been exhausted prior to the April Shoulder Month period, Customer shall retain access to fifty (50) percent of its Unnominated Daily Quantity up to an aggregate monthly total equivalent to ten (10) percent of Customer's Unnominated Seasonal Quantity, as set forth above from that date until April 30.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 409**

Original Sheet No. 409

RATE SCHEDULE NNS

(cont'd)13. Supply Lateral Capacity The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to NNS service, except that NNS Customers may be allocated or may bid on supply lateral capacity on the basis of their Nominated Daily Quantities rather than their Contract Demand.14. Capacity Release Customer may release and assign all or any part of its NNS Service pursuant to the provisions of Section 16.8 of Texas Gas' General Terms and Conditions; provided, however, Customer shall be responsible for retaining adequate capacity to meet its obligations under Section 11.2 of this Rate Schedule NNS to redeliver quantities into storage.15. Hourly Deliveries Texas Gas shall not be obligated to deliver to Customer at all points of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18 of the General Terms and Conditions of this tariff.16. Penalty for Failure to Redeliver Borrowed Gas Prior to Contract Termination In the event Customer fails to deliver in kind to Texas Gas any portion of its Unnominated Seasonal Quantity it has borrowed from Texas Gas prior to termination of its contract for service under this Rate Schedule, Customer shall, within 30 days of contract termination, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions, using a twelve month period ending on the date of contract termination.17. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule NNS.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 410** Sheet No. 410

Sheet Nos. 410 through 449 are reserved for future use.



RATE SCHEDULE  
NNL  
No-Notice Transportation Service  
NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

1. Availability

This rate schedule is available for the firm transportation of natural gas by Texas Gas for any Customer:

1.1 Where Customer:

- a) Has submitted a valid request for firm service pursuant to this Rate Schedule NNL;
- b) Is the successful bidder for available capacity or for capacity released by a customer having an NNL service agreement pursuant to the terms and conditions of the Capacity Release Program in Section 16 of the General Terms and Conditions of this Tariff;
- c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
- d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
- e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules NNL-SL, NNL-1, NNL-2, NNL-3, or NNL-4;

Or

- f) Has converted its existing NNS service to NNL service pursuant to Section 8.6.4 of the General Terms and Conditions.

1.2 No-notice service under this Rate Schedule NNL is available only at an NNL Customer's primary delivery point(s).

1.3 Service under this Rate Schedule NNL is available to any Customer, provided that there are operational and/or administrative arrangements in place to meet the requirements of such service.

RATE SCHEDULE NNL (cont'd)

2. Applicability and Character of Service

- 2.1 The transportation service provided under this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section 284.8(a)(4) and shall be performed under Subparts B or G of Part 284 of the Commission's regulations, or any other applicable Commission Regulations governing such no-notice transportation service.
- 2.2 The transportation service offered under this Rate Schedule is provided by combining pipeline capacity and storage capacity into a single no-notice service. Customer's seasonal Contract Demands are thus supplied by a combination of Nominated (pipeline) and Unnominated (storage) Quantities as more fully defined below and as set forth in Customer's NNL Service Agreement.
- 2.3 Service under this Rate Schedule is identical in all practical respects to service under Rate Schedule NNS except that Customer shall provide its own Unnominated Gas Quantities for storage component of no-notice service hereunder. Customer shall not borrow any Unnominated Gas Quantities in-kind from Texas Gas except for those limited quantities as provided in Sections 10.5 and 12.2 hereof.
- 2.4 As necessary to facilitate delivery of gas pursuant to this Rate Schedule and Customer's NNL Service Agreement or to clear storage gas from storage at the termination of Customer's NNL Service Agreement, Texas Gas will allow Customer to nominate the Unnominated Daily Quantity in its NNL service to allow delivery from its NNL storage account. Gas from an NNL storage account may only be nominated for delivery to delivery point locations permitted by Customer's NNL Service Agreement. Provided Texas Gas' prior consent is obtained, Customer may nominate quantities of gas from storage in excess of the Unnominated Daily Quantity on any day if such withdrawal and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' storage and transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) and if such delivery from storage and transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.
- 2.5 Notwithstanding anything else to the contrary in this Rate Schedule or Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the parties may agree at the time of contract execution that the Contract Demand will increase by specified amounts at specific point in time.
- 2.6 Notwithstanding any other provision hereof, Customer shall be required to nominate any Unnominated Daily Quantity at a primary delivery point where an Operational Balancing Agreement is in effect.

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FERC Docket: RP08-392-003

Original Sheet No. 452 Original Sheet No. 452

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet No. 26A of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the applicable Contract Demand as specified in Customer's NNL Service Agreement multiplied by the applicable daily demand rate per MMBtu/day times the number of days in the month. The Reservation Charge shall be billed as of the effective date of the NNL Service Agreement. Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay Texas Gas the Maximum Commodity Rate per MMBtu of gas delivered by Texas Gas for no-notice transportation services rendered to Customer up to Customer's applicable Contract Demand. For all gas quantities delivered in excess of Customer's applicable Contract Demand on any day, Customer shall pay the NNL Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

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FERC Docket: RP08-392-003

**Original Sheet No. 453** Original Sheet No. 453

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, Company Use Gas, and Unaccounted For Quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

4.3 Processing Rights

Processing Rights and the transportation of liquids/liquefiabables shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

4.4 Adjustment of Rates

Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

4.5 Secondary Point(s) in Zone Outside Transportation Path

Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to also pay the Daily Demand reservation charge applicable to such zones as shown on Sheet No. 26A for the number of days the secondary point is used.

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FERC Docket: RP08-392-003

Original Sheet No. 454 Original Sheet No. 454

RATE SCHEDULE  
NNL  
No-Notice Transportation Service  
NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4  
(Continued)

5. Minimum Monthly Bill

- a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 4.1 of this Rate Schedule.
- b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis.

6. Daily Overruns

6.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity

a. Authorized Daily Overrun

Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such circumstances, Customer shall pay the NNL overrun rate for such authorized overruns and no penalty shall be assessed.

b. Allowable Variation

Notwithstanding anything herein to the contrary, Customer takes between 100% of Contract Demand and 102% of Contract Demand shall be considered an allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances, the Customer shall pay the NNL Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Contract Demand and, if so, whether such excess takes are within 102% of Contract Demand and shall be considered allowable variation. Texas Gas shall use the lesser of operational information or actual data to determine whether Customer's excess takes are allowable variation or unauthorized overrun quantity.

c. Unauthorized Contract Demand Overrun Quantity

Customer takes in excess of 102 percent of the Contract Demand on any day, without Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun Quantity.

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FERC Docket: RP08-392-003

Original Sheet No. 455 Original Sheet No. 455

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

6.2 Unauthorized Contract Demand Overrun Penalty

In any month in which Customer takes an Unauthorized Contract Demand Overrun, Customer shall pay to Texas Gas the following penalties in addition to the charges otherwise payable hereunder:

- a. A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Contract Demand Overrun Quantities taken on any day over 102 percent of the Contract Demand; and
- b. An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Overrun Quantities taken on any day in excess of 105% of Contract Demand.

In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand.

The payment of a penalty for Unauthorized Contract Demand Overrun by a Customer shall not under any circumstances be considered as giving such Customer the right to take Unauthorized Contract Demand Overrun nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas' other Customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for an Unauthorized Contract Demand Overrun if, on the day when the Unauthorized Contract Demand Overrun was taken, deliveries to Texas Gas' other Customers were not adversely affected by the taking of such Unauthorized Contract Demand Overrun or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Overrun Penalty if the Unauthorized Contract Demand Overrun occurs in a non-critical situation and does not cause operational problems.

Texas Gas shall be obligated to waive any penalty for Unauthorized Contract Demand Overrun:

- a. when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or

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FERC Docket: RP08-392-003

Original Sheet No. 456 Original Sheet No. 456

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

- b. when such overrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.

Whenever Texas Gas waives the penalty for Unauthorized Contract Demand Overrun, Customer shall pay Texas Gas the daily portion of the monthly demand rate per MMBtu of the Unauthorized Contract Demand Overrun quantity in addition to the commodity charge payable hereunder. The daily portion of the monthly demand rate is set forth on currently effective Sheet No. 26A of this tariff.

7. Seasonal Quantity Entitlement Overrun Charge and Nominal Penalty

- 7.1 If Customer and Customer's Replacement Shipper(s) take quantities of gas during the five-month period commencing November 1 of each year in excess of the Winter Season Quantity Entitlement, or during the seven-month period commencing April 1 of each year in excess of the Adjusted Summer Season Quantity Entitlement, such excess shall constitute Seasonal Quantity Entitlement Overrun.

For all gas taken in excess of 100 percent of the applicable Seasonal Quantity Entitlement, there shall be a charge consisting of the daily portion of the monthly demand rate for the applicable zone in addition to all other charges payable hereunder. The daily portion of the monthly demand rate is set forth on currently effective Sheet No. 26A of this tariff.

- 7.2 In addition to the charge contained in Section 7.1 above and all other applicable charges, if Customer takes quantities of gas in any season in excess of 102% of the applicable Seasonal Quantity Entitlement, there shall be a penalty of twice the effective FT Overrun Rate; provided, however, such seasonal penalties shall be charged only for unauthorized seasonal overruns.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 7.2 for Seasonal Quantity Entitlement Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby.

- 7.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction).

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FERC Docket: RP09-128-000

**First Revised Sheet No. 457** First Revised Sheet No. 457

Superseding: Original Sheet No. 457

RATE SCHEDULE NNL (cont'd)

8. Reimbursement of Fees and Taxes

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

9. Nominations, Receipts, and Deliveries

Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.3 of the General Terms and Conditions.

10. Winter Season Provisions

During the Winter Season, Texas Gas will deliver to Customer up to Customer's Winter Contract Demand and Customer's Winter Quantity Entitlement as set forth below.

10.1 Customer will only be required to nominate into Texas Gas' system a quantity of gas up to the Nominated Daily Quantity.

10.2 In addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Daily Quantity to meet Customer's city-gate requirements up to Customer's Winter Contract Demand.

10.3 In addition, Customer may exceed its Unnominated Daily Quantity by a quantity equal to its Excess Unnominated Daily Quantity (i.e. 10% of its Winter Contract Demand) for up to two (2) consecutive gas days without a penalty; however, total deliveries to the Customer may not exceed the Customer's Winter Contract Demand. Texas Gas will notify the Customer within four (4) hours of the end of the gas day in which Customer has exceeded its Unnominated Daily Quantity. If the Customer does not cease taking such Excess Unnominated Daily Quantity from Texas Gas' storage after two (2) consecutive gas days, then Texas Gas may assess a penalty of \$15 per MMBtu of such excess gas taken and may issue an operational flow order requiring Customer to immediately inject additional gas supply and/or reduce city-gate deliveries so that the Customer is no longer exceeding his Unnominated Daily Quantity.



Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 458 Original Sheet No. 458

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

- 10.4 Monthly Maximum Withdrawal: No more than 50% of Customer's Unnominated Seasonal Quantity shall be withdrawn in any consecutive thirty (30) day period.
- 10.5 Seasonal Minimum and Maximum Withdrawal: No more than 105% of Customer's Unnominated Seasonal Quantity shall be withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage) by March 1 of any winter season; provided further, that no less than 68% and no more than 100% of Customer's Unnominated Seasonal Quantity shall be withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage) by April 1 (the end of the Winter Season).
- 10.6 Adjusted Unnominated Daily Quantity: As Customer's Unnominated Seasonal Quantity is withdrawn or otherwise diminished (e.g., through in-field transfers and/or releases of storage), that portion of Customer's Unnominated Daily Quantity available to Customer shall be adjusted. Customer's Adjusted Unnominated Daily Quantity shall be equal to the greater of its average winter daily unnominated quantity (i.e., the Customer's USQ divided by the total number of Winter days the UDQ is available) or the applicable percentage of its Unnominated Daily Quantity as set forth in the following table:
- | % USQ Withdrawn | % UDQ Available |
|-----------------|-----------------|
| 75%             | 90%             |
| 80%             | 85%             |
| 85%             | 80%             |
| 90%             | 75%             |
- 10.7 During the Winter Season, Texas Gas will also inject gas into storage on a best efforts basis as part of NNL service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. injections in excess of 15% of Customer's Winter Contract Demand or sustained injections of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.

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FERC Docket: RP08-392-003

Original Sheet No. 459 Original Sheet No. 459

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

11. Summer Season Provisions

11.1 Texas Gas shall deliver to Customer at the city-gate during each Summer Season up to the Customer's Summer Contract Demand and Adjusted Summer Quantity Entitlement as nominated by Customer.

11.2 Pursuant to the provisions set forth below, Customer shall deliver to Texas Gas during each Summer Season a quantity of gas equal to Customer's Unnominated Seasonal Quantity or that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer (including any in-field transfers pursuant to Section 16.8(c) of the General Terms and Conditions of this tariff) during the prior Winter Season (as well as any Shoulder Month quantities delivered to Customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to deliver such volumes into storage.

11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 460 Original Sheet No. 460

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

11.5 During the Summer Season (except as provided in Section 11.6 below), Texas Gas will also withdraw gas from storage on a best efforts basis as part of the NNL service. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.

11.6 To assist Texas Gas' operational and maintenance scheduling through the Summer Season, Customer will notify Texas Gas by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Texas Gas will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.

12. Shoulder Month Flexibility

12.1 During the Shoulder Months of April and October, Texas Gas will deliver to Customer at the city-gate the Customer's Shoulder Month Contract Demand, which shall, unless otherwise agreed, be the sum of Customer's Summer Contract Demand, Customer's Excess Unnominated Quantity and the applicable percentage as set forth below of Customer's Unnominated Daily Quantity for the Winter Season:

Shoulder Month	Percent of Unnominated Daily Quantity
April	50%
October	70%

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 461 Original Sheet No. 461

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

In the event that Customer's Unnominated Seasonal Quantity is available in quantities sufficient to support additional access to Customer's Unnominated Daily Quantity the applicable percentage available to Customer during such Shoulder Month will be as follows:

Shoulder Month	% of Unnominated Seasonal Quantity Withdrawn	% of Unnominated Daily Quantity Available
April/October	75%	90%
	80%	85%
	85%	80%
	90%	75%
	95%	70%

Although such Shoulder Month Contract Demand shall be available during any day of the Shoulder Month, it shall only be available for a maximum of fifteen (15) gas days during such month.

- 12.2 In the event that Customer's Unnominated Seasonal Quantity has been exhausted prior to the April Shoulder Month period, Customer shall retain access to fifty (50) percent of its Unnominated Daily Quantity up to an aggregate monthly total equivalent to ten (10) percent of Customer's Unnominated Seasonal Quantity, as set forth above from that date until April 30.

13. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to NNL service, except that NNL Customers may be allocated or may bid on supply lateral capacity on the basis of their Nominated Daily Quantities rather than their Contract Demand.

14. Capacity Release

Customer may release and assign all or any part of its NNL Service pursuant to the provisions of Section 16.8 of Texas Gas' General Terms and Conditions; provided, however, Customer shall be responsible for retaining adequate capacity to meet its obligations under Section 11.2 of this Rate Schedule NNL to redeliver quantities into storage.

15. Hourly Deliveries

Texas Gas shall not be obligated to deliver to Customer at all points of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18 of the General Terms and Conditions of this tariff.

Effective Date: 09/15/2008 Status: Superseded

FERC Docket: RP08-392-003

Original Sheet No. 462 Original Sheet No. 462

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

16. Failure to Withdraw Gas from Storage before NNL Contract Termination

An NNL Customer is required to withdraw or otherwise diminish (e.g. through in-field transfers) 100% of its Unnominated Seasonal Quantity before its NNL service agreement terminates or expires so that the storage balance in its NNL account is zero by April 1. In the event that Unnominated Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of April determined in accordance with Section 14 of the General Terms and Conditions of this Tariff, and Texas Gas shall pay Customer for its net storage balance (in MMBtu) according to the following table:

Net Percentage of Unnominated Seasonal Quantity Remaining in Storage	Percentage of Index Price
0% to 5%	100%
>5% - 10%	90%
>10% - 15%	80%
>15% - 20%	70%
>20%	60%

17. Redelivery of Borrowed Gas and Penalty for Failure to Redeliver Borrowed Gas Prior to Contract Termination

If Customer borrows gas in-kind from Texas Gas by withdrawing more than 100% of its Unnominated Seasonal Quantity pursuant to Section 10.5 or Section 12.2 hereof, then all quantities injected into Customer's Unnominated storage thereafter shall be treated as repayment in kind of such borrowed gas until such gas is repaid.

In the event Customer fails to deliver in kind to Texas Gas any portion of such gas it has borrowed from Texas Gas prior to termination of its contract for service under this Rate Schedule, Customer shall, within 30 days of contract termination, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions, using a twelve month period ending on the date of contract termination.

18. General Terms and Conditions

All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule NNL.

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**First Revised Sheet No. 462** First Revised Sheet No. 462

Superseding: Original Sheet No. 462

RATE SCHEDULE

NNL

No-Notice Transportation Service

NNL-SL, NNL-1, NNL-2, NNL-3, and NNL-4

(Continued)

16. Failure to Withdraw Gas from Storage before NNL Contract Termination

An NNL Customer is required to withdraw or otherwise diminish (e.g. through in-field transfers) 100% of its Unnominated Seasonal Quantity before its NNL service agreement terminates or expires so that the storage balance in its NNL account is zero by April 1. In the event that Unnominated Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of April determined in accordance with Section 14 of the General Terms and Conditions of this Tariff, and Texas Gas shall pay Customer for its net storage balance (in MMBtu) according to the following table:

Net Percentage of Unnominated Seasonal Quantity Remaining in Storage	Percentage of Index Price
0% to 5%	100%
>5% - 10%	90%
>10% - 15%	80%
>15% - 20%	70%
>20%	60%

17. Redelivery of Borrowed Gas and Penalty for Failure to Redeliver Borrowed Gas Prior to Contract Termination

If Customer borrows gas in-kind from Texas Gas by withdrawing more than 100% of its Unnominated Seasonal Quantity pursuant to Section 10.5 or Section 12.2 hereof, then all quantities injected into Customer's unnominated storage account thereafter shall be treated as repayment in kind of such borrowed gas until such gas is repaid.

In the event Customer fails to deliver in kind to Texas Gas any portion of such gas it has borrowed from Texas Gas prior to termination of its contract for service under this Rate Schedule, Customer shall, within 30 days of contract termination, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions, using a twelve month period ending on the date of contract termination.

18. General Terms and Conditions

All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule NNL.

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*FERC Docket: RP08-392-003*

**Sheet No. 463** Sheet No. 463

Sheet Nos. 463 through 499 are reserved for future use.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

**First Revised Sheet No. 500** First Revised Sheet No. 500

Superseding: Substitute Original Sheet No. 500

RATE SCHEDULE

SGT

Small Customer General Transportation Service

SGT-SL, SGT-1, SGT-2, SGT-3, and SGT-4

(Customers with SGT Winter Contract Demands of Less than 7,500 MMBtu/d and Total Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

1. Availability

1.1 This rate schedule is available for the transportation of natural gas by Texas Gas for any Customer:

- a) Who was receiving firm bundled city-gate service from Texas Gas on May 18, 1992; and
- b) Who has elected to receive SGT service on the effective date of Texas Gas' compliance filing pursuant to 18 C.F.R. Section 284.14;
- c) Who has met the credit requirements of Section 5 of the General Terms and Conditions;
- d) Whose winter SGT Contract Demand is less than 7,500 MMBtu per day, and whose total Contract Demand under all firm Rate Schedules does not exceed 10,000 MMBtu/d, and
- e) Who is not physically connected to any other pipelines.

1.2 A Customer receiving SGT service under this Rate Schedule may not receive service under Texas Gas' IT Rate Schedule for the transportation of its system supply. Additionally, a customer receiving SGT service cannot receive service as a replacement customer or from another Replacement Shipper, under Texas Gas' Capacity Release Program, for system supply, except as provided in Section 14.2, herein.

2. Applicability and Character of Service

2.1 The transportation service provided under this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section 284.8(a)(4) and shall be performed under Subparts B or G of Part 284 of the Commission's Regulations, or any other applicable Commission Regulations governing such transportation service.

2.2 The transportation service offered under this Rate Schedule is provided by combining pipeline capacity and storage capacity into a single no-notice service for small general service customers. Customer's Seasonal Contract Demands are thus supplied by a combination of Nominated (pipeline) and Unnominated (storage) Quantities as more fully defined below and as set forth in Customer's SGT Service Agreement.



*Effective Date: 01/01/2009    Status: Effective*

*FERC Docket: RP09-128-000*

**First Revised Sheet No. 501** First Revised Sheet No. 501

Superseding: Original Sheet No. 501

RATE SCHEDULE SGT (cont'd)

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet No. 27 of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay Texas Gas the Maximum SGT Commodity Rate per MMBtu of gas delivered by Texas Gas for SGT services rendered to Customer. In addition, Customer shall pay any and all currently effective imputed demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

4.3 Processing Rights

Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

4.4 Adjustment of Rates

Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

4.5 Secondary Point(s) in Zone Outside Transportation Path

Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to pay the SGT rate

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FERC Docket: RP08-392-000

**Original Sheet No. 502**

Original Sheet No. 502

RATE SCHEDULE SGT (cont'd)

applicable to such zones as shown on Sheet No. 21 associated with volumes transported to such zones.5. Minimum Contribution to Fixed Costs Beginning on November 1, 2001, Customer agrees to pay a Minimum Contribution to Fixed Costs (MCFC) for any Responsibility Period (defined as November 1 through October 31) when the aggregate quantities transported by all Customers under this Rate Schedule during the Responsibility Period total less than the aggregate Annual Minimum SGT Quantities (AMQ) of all Customers under this Rate Schedule and the Customer transports less than the Customer's Annual Minimum SGT Quantity. For each Customer served under this Rate Schedule, the AMQ equals the product of the Customer's Annual Contract Demand (i.e., the sum of Customer's Daily Contract Demands) for the Responsibility Period multiplied by twenty percent (20%). For each zone, the AMQ is calculated by multiplying twenty percent (20%) by the sum of each Customer's Annual Contract Demands for the Responsibility Period. The MCFC applicable to each Customer is calculated by multiplying (1) the respective zone's fixed costs per MMBtu embedded in the currently effective one-part rate for service under this Rate Schedule by (2) the net deficiency of all Customers defined as the amount by which the AMQ of all Customers in the zone exceeds the aggregate quantities transported by all customers in that zone under this Rate Schedule for the Responsibility Period, then multiplied by (3) the ratio of the Customer's net deficiency (the amount by which the Customer's AMQ exceeds the Customer's actual quantity transported) to the net deficiency of all customers in that zone. The MCFC charge shall be billed to Customer in three equal installments in the succeeding months January through March. SGT customers receiving only SGT service to its city gate and receiving no transportation of FT, capacity release or IT, nor any other secondary deliveries, during the entire responsibility period, shall not be billed an MCFC charge.6. Daily Overruns 6.1 Unauthorized Overrun Quantity If Customer takes under this rate schedule on any day a quantity of gas which is greater than the applicable Contract Demand, the excess shall constitute an Unauthorized Overrun Quantity. 6.2 Payment for Unauthorized Overrun Quantity In any month in which Customer takes an Unauthorized Overrun Quantity, Customer shall pay to Texas Gas, in addition to the charges otherwise payable pursuant to Section 4.1 herein above: (a) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Overrun Quantities taken on any day in excess of 250 MMBtu; and

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**Original Sheet No. 503** Original Sheet No. 503

RATE SCHEDULE SGT (cont'd)

(b) An "Excess Oerrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Oerrun Quantities on any day in excess of 375 MMBtu. In the event a Customer incurs an Excess Oerrun Penalty, Texas Gas will credit any amounts collected as a Nominal Oerrun Penalty against amounts collected as an Excess Oerrun Penalty, so that the total Oerrun Penalty collected does not exceed \$10.00 per MMBtu for oerruns in excess of 105% of Contract Demand. No oerrun penalty shall be payable for any day in which the Unauthorized Oerrun quantity is less than 250 MMBtu. The payment of a penalty for an Unauthorized Oerrun Quantity by a Customer shall not under any circumstances be considered as giving such Customer the right to take an Unauthorized Oerrun Quantity nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any or Texas Gas' other customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas. Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Oerrun Penalty for an Unauthorized Oerrun if, on the day when the Unauthorized Oerrun was taken, deliveries to Texas Gas' other customers were not adversely affected by the taking of such Unauthorized Oerrun or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Oerrun Penalty if the Unauthorized Oerrun occurs in a non-critical situation and does not cause operational problems. Texas Gas shall be obligated to waive any penalty for an Unauthorized Oerrun Quantity:

a) when such oerrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or b) when such oerrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.<sup>7</sup>.

Election of Rate Schedule Refer to Section 8.6 of the General Terms and Conditions of this tariff.<sup>8</sup>. Reimbursement of Fees and Taxes Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including

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**First Revised Sheet No. 504** First Revised Sheet No. 504

Superseding: Original Sheet No. 504

RATE SCHEDULE SGT (cont'd)

filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.

9. Nominations, Receipts, and Deliveries

Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.3 of the General Terms and Conditions.

10. Winter Season Provisions

During the Winter Season, Texas Gas will deliver to Customer up to Customer's Winter Contract Demand and Customer's Winter Quantity Entitlement as set forth below.

10.1 Customer will only be required to nominate into Texas Gas' system a quantity of gas up to the Nominated Daily Quantity.

10.2 In addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Daily Quantity to meet Customer's city-gate requirements up to Customer's Winter Contract Demand.

10.3 In addition, Customer may exceed its Unnominated Daily Quantity by a quantity equal to its Excess Unnominated Daily Quantity (i.e. 10% of its Winter Contract Demand) for up to two (2) consecutive gas days without a penalty; however, total deliveries to the Customer may not exceed the Customer's Winter Contract Demand. Texas Gas will notify the Customer within four (4) hours of the end of the gas day in which Customer has exceeded its Unnominated Daily Quantity. If the Customer does not cease taking such Excess Unnominated Daily Quantity from Texas Gas' storage after two (2) consecutive gas days, then Texas Gas may assess a penalty of \$15 per MMBtu of such excess gas taken and may issue an operational flow order requiring Customer to immediately inject additional gas supply and/or reduce city-gate deliveries so that the customer is no longer exceeding his Unnominated Daily Quantity.

10.4 Monthly Maximum Withdrawal: No more than 50% of Customer's Unnominated Seasonal Quantity shall be withdrawn in any consecutive thirty (30) day period.

10.5 Seasonal Minimum and Maximum Withdrawal: No more than 105% of Customer's Unnominated Seasonal Quantity shall be withdrawn by March 1 of the Winter Season; provided further, that no less than 68% and no more than 100% of

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**First Revised Sheet No. 505** First Revised Sheet No. 505

Superseding: Original Sheet No. 505

RATE SCHEDULE SGT (cont'd)

Customer's Unnominated Seasonal Quantity shall be withdrawn by April 1 (the end of the Winter Season).

- 10.6 Adjusted Unnominated Daily Quantity: As Customer's Unnominated Seasonal Quantity is withdrawn, that portion of Customer's Unnominated Daily Quantity available to Customer shall be adjusted. Customer's Adjusted Unnominated Daily Quantity shall be equal to the greater of its average winter daily unnominated quantity (i.e., the Customer's USQ divided by the total number of Winter days the UDQ is available) or the applicable percentage of its Unnominated Daily Quantity as set forth in the following table:

% USQ Withdrawn	% UDQ Available
75%	90%
80%	85%
85%	80%
90%	75%

- 10.7 During the Winter Season, Texas Gas will also inject gas into storage on a best efforts basis as part of SGT service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. injections in excess of 15% of Customer's Winter Contract Demand or sustained injections of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.

11. Summer Season Provisions

- 11.1 Texas Gas shall be obligated to deliver to Customer at the city-gate during each Summer Season up to the Customer's Summer Contract Demand and Adjusted Summer Quantity Entitlement.
- 11.2 Pursuant to the provisions set forth below, Customer shall deliver in kind to Texas Gas during each Summer Season a quantity of gas equal to that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer during the prior Winter Season (as well as any Shoulder Month quantities delivered to customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to redeliver such volumes into storage.

RATE SCHEDULE SGT (cont'd)

11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its EBB in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

11.5 During the Summer Season, in addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Summer Daily Quantity to meet Customer's city-gate requirements. Notwithstanding the previous sentence, during the Summer Season (except as provided in Section 11.4 above), Texas Gas will also, on a best efforts basis only, withdraw gas from storage (i) in excess of Customer's Unnominated Summer Daily Quantity, or (ii) if Customer's SGT Service Agreement does not include an Unnominated Summer Daily Quantity, in excess of Customer's nominated Daily Quantity; however, total deliveries to the Customer may not exceed the Summer Contract Demand. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.

11.6 To assist Texas Gas' operational and maintenance scheduling through the Summer Season, Customer will notify Texas Gas by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Texas Gas will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.

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**Third Revised Sheet No. 506** Third Revised Sheet No. 506

Superseding: First Revised Sheet No. 506

RATE SCHEDULE SGT (cont'd)

11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

11.5 During the Summer Season, in addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Summer Daily Quantity to meet Customer's city-gate requirements. Notwithstanding the previous sentence, during the Summer Season (except as provided in Section 11.4 above), Texas Gas will also, on a best efforts basis only, withdraw gas from storage (i) in excess of Customer's Unnominated Summer Daily Quantity, or (ii) if Customer's SGT Service Agreement does not include an Unnominated Summer Daily Quantity, in excess of Customer's nominated Daily Quantity; however, total deliveries to the Customer may not exceed the Summer Contract Demand. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.

11.6 To assist Texas Gas' operational and maintenance scheduling through the Summer Season, Customer will notify Texas Gas by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Texas Gas will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.

Effective Date: 08/10/2009 Status: Effective

FERC Docket: RP09-822-000

**First Revised Sheet No. 507** First Revised Sheet No. 507

Superseding: Original Sheet No. 507

RATE SCHEDULE SGT (cont'd)

12. Shoulder Month Flexibility

- 12.1 During the Shoulder Months of April and October, Texas Gas will deliver to Customer at the city-gate the Customer's Shoulder Month Contract Demand, which shall, unless otherwise agreed, be the sum of Customer's Nominated Daily Quantity, Customer's Excess Unnominated Quantity and the applicable percentage as set forth below of Customer's Unnominated Daily Quantity for the Winter Season:

Shoulder Month	Percent of Unnominated Daily Quantity
April	50%
October	70%

In the event that Customer's Unnominated Seasonal Quantity is available in quantities sufficient to support additional access to Customer's Unnominated Daily Quantity the applicable percentage available to Customer during such Shoulder Month will be as follows:

Shoulder Month	% of Unnominated Seasonal Quantity Withdrawn	% of Unnominated Daily Quantity Available
April/October	75%	90%
	80%	85%
	85%	80%
	90%	75%
	95%	70%

Although such Shoulder Month Contract Demand shall be available during any day of the Shoulder Month, it shall only be available for a maximum of fifteen (15) gas days during such month.

- 12.2 In the event that Customer's Unnominated Seasonal Quantity has been exhausted prior to the April Shoulder Month period, Customer shall retain access to fifty (50) percent of its Unnominated Daily Quantity up to an aggregate monthly total equivalent to ten (10) percent of Customer's Unnominated Seasonal Quantity, as set forth above from that date until April 30.

13. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to SGT service, except that SGT customers may be allocated or may bid on supply lateral capacity on the basis of their Nominated Daily Quantities rather than their Contract Demand.



Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 508** Original Sheet No. 508

RATE SCHEDULE SGT

(cont'd)14. Capacity Release 14.1 Customer under the Rate Schedule SGT may not release and assign all or any part of its SGT Service pursuant to the provisions of Section 16, Capacity Release Program, of Texas Gas' General Terms and Conditions. 14.2 A Customer receiving SGT service under this Rate Schedule may not receive service as a Replacement Customer or from another Replacement Shipper unless the Customer has exhausted its daily entitlement under the Rate Schedule SGT.15. Hourly Deliveries Texas Gas shall not be obligated to deliver to Customer at all points of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18(i) of the General Terms and Conditions of this tariff.16. Penalty for Failure to Redeliver Borrowed Gas Prior to Contract Termination In the event Customer fails to deliver in kind to Texas Gas any portion of its Unnominated Seasonal Quantity it has borrowed from Texas Gas prior to termination of its contract for service under this Rate Schedule, Customer shall, within 30 days of contract termination, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions, using a twelve month period ending on the date of contract termination.17. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule SGT.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 509** Sheet No. 509

Sheet Nos. 509 through 549 are reserved for future use.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 550 Original Sheet No. 550

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

1. Availability

1.1 This rate schedule is available for the transportation of natural gas by Texas Gas for any Customer:

- a) Who was receiving firm bundled city-gate service from Texas Gas on May 18, 1992; and
- b) Who has elected to receive SGT service on the effective date of Texas Gas' compliance filing pursuant to 18 C.F.R. Section 284.14; and
- c) Who has met the credit requirements of Section 5 of the General Terms and Conditions; and
- d) Whose winter SGT Contract Demand is less than 7,500 MMBtu per day, and whose total Contract Demand under all firm Rate Schedules does not exceed 10,000 MMBtu/d, and
- e) Who is not physically connected to any other pipelines, and
- f) Who has converted existing SGT service to SGL service pursuant to Section 8.6.4 of the General Terms and Conditions.

1.2 A Customer receiving SGL service under this Rate Schedule may not receive service under Texas Gas' IT Rate Schedule for the transportation of its system supply. Additionally, a customer receiving SGL service cannot receive service as a replacement customer or from another Replacement Shipper, under Texas Gas' Capacity Release Program, for system supply, except as provided in Section 14.2, herein.

2. Applicability and Character of Service

2.1 The transportation service provided under this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section 284.8(a) (4) and shall be performed under Subparts B or G of Part 284 of the Commission's Regulations, or any other applicable Commission Regulations governing such transportation service.

2.2 The transportation service offered under this Rate Schedule is provided by combining pipeline capacity and storage capacity into a single no-notice service for small general service customers. Customer's Seasonal Contract Demands are thus supplied by a combination of Nominated (pipeline) and Unnominated (storage) Quantities as more fully defined below and as set forth in Customer's SGL Service Agreement.

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-128-000

**First Revised Sheet No. 551** First Revised Sheet No. 551  
Superseding: Original Sheet No. 551

RATE SCHEDULE SGL (cont'd)

- 2.3 Service under this Rate Schedule is identical in all practical respects to service under Rate Schedule SGT except that Customer shall provide its own Unnominated Gas Quantities for the storage component of no-notice service hereunder. Customer shall not borrow any Unnominated Gas Quantities in-kind from Texas Gas except for those limited quantities as provided in Sections 10.5 and 12.2 hereof.
- 2.4 As necessary to facilitate delivery of gas pursuant to this Rate Schedule and Customer's SGL Service Agreement or to clear storage gas from storage at the termination of Customer's SGL Service Agreement, Texas Gas will allow Customer to nominate the Unnominated Daily Quantity in its SGL service to allow delivery from its SGL storage account. Gas from an SGL storage account may only be nominated for delivery to delivery point locations permitted by Customer's SGL Service Agreement. Provided Texas Gas' prior consent is obtained, Customer may nominate quantities of gas from storage in excess of the Unnominated Daily Quantity on any day if such withdrawal and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' storage and transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) and if such delivery from storage and transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.

3. Categories and Priorities of Transportation Services  
Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet No. 27A of this Tariff, and these rates are incorporated herein by reference.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 552 Original Sheet No. 552

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total  
Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay Texas Gas the Maximum SGL Commodity Rate per MMBtu of gas delivered by Texas Gas for SGL services rendered to Customer. In addition, Customer shall pay any and all currently effective imputed demand or commodity surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, Company Use gas, and Unaccounted For Quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 553 Original Sheet No. 553

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total  
Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

4.3 Processing Rights

Processing Rights and the transportation of liquids/liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

4.4 Adjustment of Rates

Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

4.5 Secondary Point(s) in Zone Outside Transportation Path

Customer may not designate a secondary point in a zone outside of its transportation path unless Customer agrees in writing to pay the SGL rate applicable to such zones as shown on Sheet No. 27A associated with volumes transported to such zones.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 554 Original Sheet No. 554

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total  
Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

5. Minimum Contribution to Fixed Costs

Beginning on November 1, 2001, Customer agrees to pay a Minimum Contribution to Fixed Costs (MCFC) for any Responsibility Period (defined as November 1 through October 31) when the aggregate quantities transported by all Customers under this Rate Schedule during the Responsibility Period total less than the aggregate Annual Minimum SGL Quantities (AMQ) of all Customers under this Rate Schedule and the Customer transports less than the Customer's Annual Minimum SGL Quantity.

For each Customer served under this Rate Schedule, the AMQ equals the product of the Customer's Annual Contract Demand (i.e., the sum of Customer's Daily Contract Demands) for the Responsibility Period multiplied by twenty percent (20%). For each zone, the AMQ is calculated by multiplying twenty percent (20%) by the sum of each Customer's Annual Contract Demands for the Responsibility Period. The MCFC applicable to each Customer is calculated by multiplying (1) the respective zone's fixed costs per MMBtu embedded in the currently effective one-part rate for service under this Rate Schedule by (2) the net deficiency of all Customers defined as the amount by which the AMQ of all Customers in the zone exceeds the aggregate quantities transported by all customers in that zone under this Rate Schedule for the Responsibility Period, then multiplied by (3) the ratio of the Customer's net deficiency (the amount by which the Customer's AMQ exceeds the Customer's actual quantity transported) to the net deficiency of all customers in that zone.

The MCFC charge shall be billed to Customer in three equal installments in the succeeding months January through March. SGL customers receiving only SGL service to its city gate and receiving no transportation of FT, capacity release or IT, nor any other secondary deliveries, during the entire responsibility period, shall not be billed an MCFC charge.

6. Daily OVERRUNS

6.1 Unauthorized Overrun Quantity

If Customer takes under this rate schedule on any day a quantity of gas which is greater than the applicable Contract Demand, the excess shall constitute an Unauthorized Overrun Quantity.

RATE SCHEDULE  
SGL  
Small Customer General Transportation Service  
SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4  
(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total  
Firm Contract Demands Not Exceeding 10,000 MMBtu/d)  
(Continued)

6.2 Payment for Unauthorized Overrun Quantity

In any month in which Customer takes an Unauthorized Overrun Quantity, Customer shall pay to Texas Gas, in addition to the charges otherwise payable pursuant to Section 4.1 herein above:

- (a) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Overrun Quantities taken on any day in excess of 250 MMBtu; and
- (b) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Overrun Quantities on any day in excess of 375 MMBtu.

In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand.

No overrun penalty shall be payable for any day in which the Unauthorized Overrun quantity is less than 250 MMBtu.

The payment of a penalty for an Unauthorized Overrun Quantity by a Customer shall not under any circumstances be considered as giving such Customer the right to take an Unauthorized Overrun Quantity nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any or Texas Gas' other customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for an Unauthorized Overrun if, on the day when the Unauthorized Overrun was taken, deliveries to Texas Gas' other customers were not adversely affected by the taking of such Unauthorized Overrun or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Overrun Penalty if the Unauthorized Overrun occurs in a non-critical situation and does not cause operational problems.

Texas Gas shall be obligated to waive any penalty for an Unauthorized Overrun Quantity:

- a) when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or
- b) when such overrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.

7. Election of Rate Schedule

Refer to Section 8.6 of the General Terms and Conditions of this tariff.



Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

**First Revised Sheet No. 556** First Revised Sheet No. 556

Superseding: Original Sheet No. 556

RATE SCHEDULE SGL (cont'd)

8. Reimbursement of Fees and Taxes

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.

9. Nominations, Receipts, and Deliveries

Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.3 of the General Terms and Conditions.

10. Winter Season Provisions

During the Winter Season, Texas Gas will deliver to Customer up to Customer's Winter Contract Demand and Customer's Winter Quantity Entitlement as set forth below.

- 10.1 Customer will only be required to nominate into Texas Gas' system a quantity of gas up to the Nominated Daily Quantity.
- 10.2 In addition to the Nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Daily Quantity to meet Customer's city-gate requirements up to Customer's Winter Contract Demand.
- 10.3 In addition, Customer may exceed its Unnominated Daily Quantity by a quantity equal to its Excess Unnominated Daily Quantity (i.e. 10% of its Winter Contract Demand) for up to two (2) consecutive gas days without a penalty; however, total deliveries to the Customer may not exceed the Customer's Winter Contract Demand. Texas Gas will notify the Customer within four (4) hours of the end of the gas day in which Customer has exceeded its Unnominated Daily Quantity. If the Customer does not cease taking such Excess Unnominated Daily Quantity from Texas Gas' storage after two (2) consecutive gas days, then Texas Gas may assess a penalty of \$15 per MMBtu of such excess gas taken and may issue an operational flow order requiring Customer to immediately inject additional gas supply and/or reduce city-gate deliveries so that the customer is no longer exceeding his Unnominated Daily Quantity.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 557 Original Sheet No. 557

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total

Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

10.4 Monthly Maximum Withdrawal: No more than 50% of Customer's Unnominated Seasonal Quantity shall be withdrawn in any consecutive thirty (30) day period.

10.5 Seasonal Minimum and Maximum Withdrawal: No more than 105% of Customer's Unnominated Seasonal Quantity shall be withdrawn by March 1 of the Winter Season; provided further, that no less than 68% and no more than 100% of Customer's Unnominated Seasonal Quantity shall be withdrawn by April 1 (the end of the Winter Season).

10.6 Adjusted Unnominated Daily Quantity: As Customer's Unnominated Seasonal Quantity is withdrawn, that portion of Customer's Unnominated Daily Quantity available to Customer shall be adjusted. Customer's Adjusted Unnominated Daily Quantity shall be equal to the greater of its average winter daily unnominated quantity (i.e., the Customer's USQ divided by the total number of Winter days the UDQ is available) or the applicable percentage of its Unnominated Daily Quantity as set forth in the following table:

% USQ Withdrawn	% UDQ Available
75%	90%
80%	85%
85%	80%
90%	75%

10.7 During the Winter Season, Texas Gas will also inject gas into storage on a best efforts basis as part of SGL service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. injections in excess of 15% of Customer's Winter Contract Demand or sustained injections of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.

Effective Date: 08/10/2009 Status: Superseded

FERC Docket: RP09-822-000

**First Revised Sheet No. 558** First Revised Sheet No. 558

Superseding: Original Sheet No. 558

RATE SCHEDULE SGL (cont'd)

11. Summer Season Provisions

11.1 Texas Gas shall be obligated to deliver to Customer at the city-gate during each Summer Season up to the Customer's Summer Contract Demand and Adjusted Summer Quantity Entitlement.

11.2 Pursuant to the provisions set forth below, Customer shall deliver to Texas Gas during each Summer Season a quantity of gas equal to Customer's Unnominated Seasonal Quantity or that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer during the prior Winter Season (as well as any Shoulder Month quantities delivered to customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to redeliver such volumes into storage.

11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its EBB in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

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FERC Docket: RP10-956-000

**Third Revised Sheet No. 558** Third Revised Sheet No. 558

Superseding: First Revised Sheet No. 558

RATE SCHEDULE SGL (cont'd)

11. Summer Season Provisions

11.1 Texas Gas shall be obligated to deliver to Customer at the city-gate during each Summer Season up to the Customer's Summer Contract Demand and Adjusted Summer Quantity Entitlement.

11.2 Pursuant to the provisions set forth below, Customer shall deliver to Texas Gas during each Summer Season a quantity of gas equal to Customer's Unnominated Seasonal Quantity or that portion of Customer's Unnominated Seasonal Quantity actually utilized by Customer during the prior Winter Season (as well as any Shoulder Month quantities delivered to customer during the Summer Season). Customer shall reserve and utilize such portion of its Summer Contract Demand as necessary to redeliver such volumes into storage.

11.3 Maximum Daily Injection Quantity:

To protect the storage formations and allow uniform filling of the storage reservoirs, Customer will be required to adhere to certain injection limits (calculated as a percentage of the Unnominated Seasonal Quantity), throughout the summer injection period. During the Summer Season Customer may, on a daily basis, inject according to the following table:

% of Unnominated Seasonal Quantity Injected	Maximum Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
>90%	0.6%

11.4 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two (2) weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website in regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

RATE SCHEDULE SGL (cont'd)

- 11.5 During the Summer Season, in addition to the nominated Daily Quantity actually scheduled by Customer, Texas Gas will adjust deliveries from storage up to Customer's Unnominated Summer Daily Quantity to meet Customer's city-gate requirement. Notwithstanding the previous sentence, during the Summer Season (except as provided in Section 11.4 above), Texas Gas will also, on a best efforts basis only, withdraw gas from storage (i) in excess of Customer's Unnominated Daily Quantity, or (ii) if Customer's SGT Service Agreement does not include an Unnominated Summer Daily Quantity, in excess of Customer's Nominated Daily Quantity; however, total deliveries to the Customer may not exceed the Summer Contract Demand. Although such withdrawals will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to withdraw from storage such quantities of gas as to take into account routine variations in no-notice services. If Texas Gas is unable to make such best efforts withdrawals, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. withdrawals in excess of 10% of Customer's Winter Contract Demand or sustained withdrawals of more than five days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to withdraw from storage, so that Texas Gas can determine the extent to which it can make such withdrawals and adjust its operations accordingly.
- 11.6 To assist Texas Gas' operational and maintenance scheduling through the Summer Season, Customer will notify Texas Gas by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Texas Gas will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.

12. Shoulder Month Flexibility

- 12.1 During the Shoulder Months of April and October, Texas Gas will deliver to Customer at the city-gate the Customer's Shoulder Month Contract Demand, which shall, unless otherwise agreed, be the sum of Customer's Nominated Daily Quantity, Customer's Excess Unnominated Quantity and the applicable percentage as set forth below of Customer's Unnominated Daily Quantity for the Winter Season:

Shoulder Month	Percent of Unnominated Daily Quantity
April	50%
October	70%

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 560 Original Sheet No. 560

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total

Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

In the event that Customer's Unnominated Seasonal Quantity is available in quantities sufficient to support additional access to Customer's Unnominated Daily Quantity the applicable percentage available to Customer during such Shoulder Month will be as follows:

Shoulder Month	% of Unnominated	% of Unnominated
	Seasonal Quantity Withdrawn	Daily Quantity Available
April/October	75%	90%
	80%	85%
	85%	80%
	90%	75%
	95%	70%

Although such Shoulder Month Contract Demand shall be available during any day of the Shoulder Month, it shall only be available for a maximum of fifteen (15) gas days during such month.

- 12.2 In the event that Customer's Unnominated Seasonal Quantity has been exhausted prior to the April Shoulder Month period, Customer shall retain access to fifty (50) percent of its Unnominated Daily Quantity up to an aggregate monthly total equivalent to ten (10) percent of Customer's Unnominated Seasonal Quantity, as set forth above from that date until April 30.

13. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to SGL service, except that SGL customers may be allocated or may bid on supply lateral capacity on the basis of their Nominated Daily Quantities rather than their Contract Demand.

14. Capacity Release

- 14.1 Customer under the Rate Schedule SGL may not release and assign all or any part of its SGL Service pursuant to the provisions of Section 16, Capacity Release Program, of Texas Gas' General Terms and Conditions.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-003

Original Sheet No. 561 Original Sheet No. 561

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total

Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

14.2 A Customer receiving SGL service under this Rate Schedule may not receive service as a Replacement Customer or from another Replacement Shipper unless the Customer has exhausted its daily entitlement under the Rate Schedule SGL.

15. Hourly Deliveries

Texas Gas shall not be obligated to deliver to Customer at all points of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18(i) of the General Terms and Conditions of this tariff.

16. Failure to Withdraw Gas from Storage before SGL Contract Termination

An SGL Customer is required to withdraw or otherwise diminish, as set forth in the following sentence, 100% of its Unnominated Seasonal Quantity before its SGL service agreement terminates or expires so that the storage balance in its SGL account is zero by April 1. Only to the extent necessary to empty Customer's SGL account in preparation for the termination of Customer's SGL agreement, Customer may make in-field transfers of gas to any other storage account, except for an SGL or SGT account. If such in-field transfer is to an FSS, ISS, FSS-M or ISS-M account or Customer, the SGL Customer making such transfer shall be assessed the applicable charge(s) for the transportation of such transferred gas to storage. In the event that Unnominated Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of April determined in accordance with Section 14(g) of the General Terms and Conditions of this Tariff, and Texas Gas shall pay Customer for its net storage balance (in MMBtu) according to the following table:

Net Percentage of Unnominated Seasonal Quantity Remaining in Storage	Percentage of Index Price
0% to 5%	100%
>5% - 10%	90%
>10% - 15%	80%
>15% - 20%	70%
>20%	60%

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FERC Docket: RP08-392-003

Original Sheet No. 562 Original Sheet No. 562

RATE SCHEDULE

SGL

Small Customer General Transportation Service

SGL-SL, SGL-1, SGL-2, SGL-3, and SGL-4

(Customers with SGL Winter Contract Demands of Less than 7,500 MMBtu/d and Total

Firm Contract Demands Not Exceeding 10,000 MMBtu/d)

(Continued)

17. Redelivery of Borrowed Gas and Penalty for Failure to Redeliver Borrowed Gas Prior to Contract Termination

If Customer borrows gas in-kind from Texas Gas by withdrawing more than 100% of its Unnominated Seasonal Quantity pursuant to Section 10.5 or Section 12.2 hereof, then all quantities injected into Customer's Unnominated storage thereafter shall be treated as repayment in kind of such borrowed gas until such gas is repaid.

In the event Customer fails to deliver in kind to Texas Gas any portion of such gas it has borrowed from Texas Gas prior to termination of its contract for service under this Rate Schedule, Customer shall, within 30 days of contract termination, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions, using a twelve month period ending on the date of contract termination.

18. General Terms and Conditions

All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule SGL.



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*FERC Docket: RP08-392-003*

**Sheet No. 563** Sheet No. 563

Sheet Nos. 563 through 599 are reserved for future use.

Effective Date: 05/09/2009 Status: Effective

FERC Docket: RP09-504-000

**Second Revised Sheet No. 600** Second Revised Sheet No. 600

Superseding: First Revised Sheet No. 600

RATE SCHEDULE  
SNS  
Summer No-Notice Service

1. Availability

- 1.1 This rate schedule is available for the firm transportation of natural gas by Texas Gas for any Customer that:
- a) Has submitted a valid request for firm service pursuant to this Rate Schedule SNS;
  - b) Is the successful bidder for available capacity;
  - c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
  - d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
  - e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules SNS-SL, SNS-1, SNS-2, SNS-3, or SNS-4.
- 1.2 No-notice service under this Rate Schedule SNS is available only at an SNS Customer's primary delivery point(s) and only during the summer season.
- 1.3 Service under this Rate Schedule SNS is available to any Customer, provided that such service can be performed from currently available pipeline and off-peak storage capacity not otherwise subscribed and that there are operational and/or administrative arrangements in place to meet the requirements of such service.

2. Applicability and Character of Service

- 2.1 The transportation service provided under this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section 284.8(a)(4) and shall be performed under Subparts B or G of Part 284 of the Commission's regulations, or any other applicable Commission Regulations governing such no-notice transportation service.
- 2.2 The transportation service offered under this Rate Schedule is provided by combining pipeline capacity and available short-term firm storage capacity into a single no-notice service. Customer's Contract Demand is thus supplied by a combination of Nominated (pipeline) and Unnominated (storage) Quantities as more fully defined below and as set forth in Customer's SNS Service Agreement.
- 2.3 Notwithstanding any other provision hereof, Customer shall be required to nominate any Unnominated Daily Quantity-SNS at a primary delivery point where an Operational Balancing Agreement is in effect.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

**First Revised Sheet No. 601** First Revised Sheet No. 601

Superseding: Original Sheet No. 601

RATE SCHEDULE SNS (cont'd)

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet Nos. 28 and 29 of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the applicable Contract Demand as specified in Customer's SNS Service Agreement multiplied by the applicable demand rate per MMBtu. The Reservation Charge shall be billed as of the effective date of the SNS Service Agreement.

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay to Texas Gas each month the applicable Maximum Commodity Rates per MMBtu of gas delivered by Texas Gas for no-notice transportation services rendered to Customer up to Customer's applicable Contract Demand. For all gas quantities delivered in excess of Customer's applicable Contract Demand on any day, Customer shall pay the SNS Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective surcharges, including but not limited to, the FERC ACA Unit Charge, Texas Gas' Take-or-Pay surcharge, and Order 636 Transition Costs surcharge.

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

4.3 Processing Rights

Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 602** Original Sheet No. 602

RATE SCHEDULE SNS (cont'd)

4.4 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.5. Minimum Monthly Bill a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 4.1 of this Rate Schedule. b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis. 6. Authorized Hourly Overrun Customer may request that Texas Gas allow hourly overruns in excess of the variable hourly flow permitted pursuant to Section 16 of this rate schedule. To the extent Texas Gas is operationally able to provide such hourly overrun without adversely impacting other firm services on its system, Texas Gas may agree to and authorize such hourly overruns by setting flow control at a quantity greater than otherwise permissible under Section 16. For any such volumes delivered during any hour in excess of that which Texas Gas is obligated to deliver under Section 16, Customer agrees to and shall pay an hourly overrun charge in an amount per MMBtu as set forth in the currently effective Sheet Nos. 28 and 29 of this tariff. For purposes of billing such hourly overrun, an "hour" shall mean a period of sixty consecutive minutes beginning at the top of the hour (e.g., 9:00) or such other period of sixty consecutive minutes mutually agreeable to Customer and Texas Gas. 7. Daily and Hourly Overrun 7.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity (a) Authorized Daily Overrun Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such circumstances, Customer shall pay the SNS overrun rate for such authorized overruns and no penalty shall be assessed. (b) Allowable Variation Notwithstanding anything herein to the contrary, Customer takes between 100% of Contract Demand and 102% of Contract Demand shall be considered an

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FERC Docket: RP08-392-000

**Original Sheet No. 603**

Original Sheet No. 603

RATE SCHEDULE SNS (cont'd)

allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances, the Customer shall pay the SNS Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Contract Demand and, if so, whether such excess takes are within 102% of Contract Demand and shall be considered allowable variation. Texas Gas shall use the lesser of operational information or actual data to determine whether Customer's excess takes are allowable variation or unauthorized overrun quantity. (c) Unauthorized Contract Demand Overrun Quantity Customer takes in excess of 102 percent of the Contract Demand on any day, without Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun Quantity. 7.2 Unauthorized Contract Demand Overrun Penalty In any month in which Customer takes an Unauthorized Contract Demand Overrun, Customer shall pay to Texas Gas the following penalties in addition to the charges otherwise payable hereunder: (a) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Contract Demand Overrun Quantities taken on any day over 102 percent of the Contract Demand; and (b) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Overrun Quantities taken on any day in excess of 105% of Contract Demand. In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand. The payment of a penalty for Unauthorized Contract Demand Overrun by a Customer shall not under any circumstances be considered as giving such Customer the right to take Unauthorized Contract Demand Overrun nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas' other Customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas. Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for an Unauthorized Contract Demand Overrun if, on the day when the Unauthorized Contract Demand Overrun was taken, deliveries to Texas Gas' other Customers were not adversely affected by the taking of such Unauthorized Contract Demand Overrun or if Texas Gas' pipeline

Original Sheet No. 604

Original Sheet No. 604

RATE SCHEDULE SNS (cont'd)

operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Overrun Penalty if the Unauthorized Contract Demand Overrun occurs in a non-critical situation and does not cause operational problems. Texas Gas shall be obligated to waive any penalty for Unauthorized Contract Demand Overrun: (a) when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or (b) when such overrun is due to accident or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence. 8. Seasonal Quantity Entitlement Overrun Charge and Nominal Penalty 8.1 If Customer takes quantities of gas during the seven-month period commencing April 1 of each year in excess of the Summer Quantity Entitlement-SNS, such excess shall constitute Seasonal Quantity Entitlement Overrun. 8.2 In addition to all other applicable charges, if Customer takes quantities of gas in any season in excess of the applicable Seasonal Quantity Entitlement, there shall be a penalty of twice the effective FT Overrun Rate; provided, however, such seasonal penalties shall be charged only for unauthorized seasonal overruns. Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 8.2 for Seasonal Quantity Entitlement Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby. 8.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction). 9. Unnominated Quantity Overrun 9.1 Unnominated Daily Quantity-SNS Overrun Charge and Penalty If Customer automatically takes quantities of gas from storage or injects quantities of gas into storage without nomination on any day in excess of Customer's Unnominated Daily Quantity-SNS, such excess shall constitute Unnominated Daily Quantity-SNS Overrun.

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FERC Docket: RP09-128-000

**First Revised Sheet No. 605** First Revised Sheet No. 605

Superseding: Original Sheet No. 605

RATE SCHEDULE SNS (cont'd)

In addition to all other applicable charges, if Customer incurs an Unnominated Daily Quantity-SNS Overrun, there shall be a penalty of \$10.00 per MMBtu for such excess quantities up to 105% of the Unnominated Daily Quantity-SNS and a penalty of \$25.00 per MMBtu for such excess quantities in excess of 105% of the Unnominated Daily Quantity-SNS.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 9.1 for Unnominated Daily Quantity-SNS Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby.

9.2 Maximum Unnominated Quantity Overrun Charge and Penalty

If Customer's cumulative injections into or withdrawals from storage at any time exceed its Maximum Unnominated Quantity-SNS, then such excess shall constitute Maximum Unnominated Quantity-SNS Overrun.

In addition to all other applicable charges, if Customer incurs a Maximum Unnominated Quantity-SNS Overrun, there shall be a penalty \$10.00 per MMBtu for such excess quantities up to 105% of the Maximum Unnominated Quantity-SNS and a penalty of \$25.00 per MMBtu for such excess quantities in excess of the Maximum Unnominated Quantity-SNS.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 9.2 for Maximum Unnominated Quantity-SNS Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby.

9.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both Unnominated Daily Quantity-SNS Overrun and Maximum Unnominated Quantity-SNS Overrun penalties based on a single infraction).

10. Reimbursement of Fees and Taxes

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

11. Nominations, Receipts, and Deliveries

Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.4 of the General Terms and Conditions.

RATE SCHEDULE SNS (cont'd)

12. Summer Season Provisions

During the Summer Season, Texas Gas will deliver to Customer up to Customer's Contract Demand and Customer's Summer Quantity Entitlement-SNS as set forth below.

- 12.1 Customer may nominate into Texas Gas' system a quantity of gas up to the Contract Demand.
- 12.2 In addition to the Nominated Daily Quantity-SNS actually scheduled by Customer, Texas Gas will adjust deliveries from or injections into storage from Customer's available Unnominated Daily Quantity to meet Customer's requirements up to Customer's Contract Demand-SNS. Although a formal nomination is not required to receive Customer's available Unnominated Daily Quantity-SNS, Customer shall provide operational notice to Texas Gas of its anticipated needs.
- 12.3 Texas Gas shall maintain an account reflecting the net amount of Unnominated Daily Quantity-SNS actually utilized by Customer, which net amount shall not exceed the Maximum Unnominated Quantity-SNS. The initial balance in this account shall be zero and the closing balance at the earlier of the end of the summer season or the end of the Contract term, shall also be zero. Subject to its actual physical requirements, Customer shall use its best efforts to maintain, as near as practicable, an account balance of zero during the Summer Season. Texas Gas may give notice requiring a Customer to return its account balance to zero (i) within 24 hours if the balance is equal to or less than the Customer's daily Contract Demand, (ii) within 48 hours if the balance exceeds the Customer's daily Contract Demand but is equal to or is less than twice the Customer's daily Contract Demand or (iii) within 72 hours if the balance exceeds twice the Customer's Contract Demand. If the Customer fails to return its account balance to zero consistent with such notice, the Customer shall pay a penalty of up to \$50 per MMBtu per day for each MMBtu remaining out of balance.
- 12.4 During the Summer Season, Texas Gas will also inject gas into storage on a best efforts basis as part of SNS service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. sustained injections of more than three days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into



**Substitute Original Sheet No. 607** Substitute Original Sheet No. 607

RATE SCHEDULE SNS (cont'd)

storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.

13. Shoulder Month Limitations

Although Customer's Summer Month Contract Demand shall be available during any day of a Shoulder Month, it shall only be available for a maximum of fifteen (15) gas days during any shoulder month. In the event Texas Gas is unable to provide both Shoulder Month service under Rate Schedule SNS and Shoulder Month service pursuant to the Shoulder Month Flexibility provisions of either Section 12 of Rate Schedule NNS, Section 12 of Rate Schedule NNL, or Section 12 of Rate Schedule SGT, or Section 12 of Rate Schedule SGL, then service pursuant to the Shoulder Month Flexibility provisions of Rate Schedules NNS, NNL, SGT, and SGL shall take priority over shoulder month service under Rate Schedule SNS.

14. Storage Inventory Tests

Inventory verification tests of Texas Gas' storage fields will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the injection or withdrawal of the full Unnominated Daily Quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days prior notice in regard to the scheduling of these shut-in periods.

15. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to SNS service.

16. Hourly Deliveries

Texas Gas shall not be obligated to deliver to Customer at the primary point of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18.1(1) of the General Terms and Conditions of this tariff. Notwithstanding the foregoing, hourly overruns may be authorized pursuant to Section 6 above.

17. Penalty for Failure to Close Maximum Unnominated Quantity Account

In the event Customer fails to deliver in kind to Texas Gas any portion of its Maximum Unnominated Quantity it has borrowed from Texas Gas prior to the end of the Summer Season and/or termination of its contract for service under this Rate Schedule, if Customer has not contracted for a full season of service, Customer shall, within 10 days of invoice from Texas Gas, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions during the past twelve month period. Likewise, if Customer fails to remove from storage any portion of its Maximum Unnominated Quantity it has injected into storage prior to the end of the Summer Season and/or termination of its contract for service under this Rate Schedule, Customer shall forfeit such remaining gas to Texas Gas.

*Effective Date: 09/15/2008    Status: Effective*

*FERC Docket: RP08-392-000*

**Original Sheet No. 608** Original Sheet No. 608

RATE SCHEDULE SNS (cont'd)

18. Capacity Release                    A Customer under the Rate Schedule SNS may release and assign all or any part of its                    SNS service pursuant to the provisions of Section 16, Capacity Release Program, of Texas Gas' General Terms and Conditions. 19. General Terms and Conditions                    All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable                    to and are hereby incorporated as a part of this Rate Schedule SNS.

*Effective Date: 03/04/2010    Status: Effective*  
*FERC Docket: RP10-360-000*

**Sheet No. 609** Sheet No. 609

Sheet Nos. 609 through 649 are Reserved for Future Use

**Substitute Original Sheet No. 650** Substitute Original Sheet No. 650

RATE SCHEDULE  
WNS  
Winter No-Notice Service

1. Availability

- 1.1 This rate schedule is available for the firm transportation of natural gas by Texas Gas for any Customer that:
- a) Has submitted a valid request for firm service pursuant to this Rate Schedule WNS;
  - b) Is the successful bidder for available capacity;
  - c) Has met the credit requirements of Section 5 of the General Terms and Conditions;
  - d) Will deliver or cause to be delivered natural gas to Texas Gas for delivery by Texas Gas to or for the account of Customer in one or more of Texas Gas' Service Zones; and
  - e) Has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules WNS-SL, WNS-1, WNS-2, WNS-3, or WNS-4.
- 1.2 No-notice service under this Rate Schedule WNS is available only at a WNS Customer's primary delivery point(s) and only during the winter season.
- 1.3 Service under this Rate Schedule WNS is available to any Customer, provided that such service can be performed from currently available firm pipeline and storage capacity and that there are operational and/or administrative arrangements in place to meet the requirements of such service.

2. Applicability and Character of Service

- 2.1 The transportation service provided under this Rate Schedule is a firm service being offered in compliance with 18 C.F.R. Section 284.7(a) (4) and shall be performed under Subparts B or G of Part 284 of the Commission's regulations, or any other applicable Commission Regulations governing such no-notice transportation service.
- 2.2 The transportation service offered under this Rate Schedule is provided by combining firm pipeline and storage capacity into a single no-notice service. Customer's Contract Demand is thus supplied by a combination of Nominated (pipeline) and Unnominated (storage) Quantities as more fully defined below and as set forth in Customer's WNS Service Agreement.
- 2.3 Notwithstanding any other provision hereof, Customer shall be required to nominate any Unnominated Daily Quantity-WNS at a primary delivery point where an Operational Balancing Agreement is in effect.

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

Original Sheet No. 651 Original Sheet No. 651

Rate Schedule WNS (cont'd)

4. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation service to each zone are set forth on currently effective Sheet Nos. 29A, 29B, and 35A of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month a Reservation Charge which shall consist of the applicable Contract Demand as specified in Customer's WNS Service Agreement multiplied by the applicable demand rate per MMBtu. The Reservation Charge shall be billed as of the effective date of the WNS Service Agreement.

Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall also pay to Texas Gas each month the applicable Maximum Commodity Rates per MMBtu of gas delivered by Texas Gas for no-notice transportation services rendered to Customer up to Customer's applicable Contract Demand. For all gas quantities delivered in excess of Customer's applicable Contract Demand on any day, Customer shall pay the WNS Overrun Rate per MMBtu under this Rate Schedule. In addition, Customer shall pay any and all currently effective surcharges, including but not limited to the FERC ACA Unit Charge.

4.2 Fuel, Company Use, and Unaccounted For Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

4.3 Processing Rights

Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.

4.4 Adjustment of Rates

Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

5. Minimum Monthly Bill

- a) The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Reservation Charge as described in Section 4.1 of this Rate Schedule.
- b) There shall be no minimum commodity bill for transportation service rendered hereunder on a firm basis.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

Original Sheet No. 652 Original Sheet No. 652

Rate Schedule WNS (cont'd)

6. Authorized Hourly Overrun

Customer may request that Texas Gas allow hourly overruns in excess of the variable hourly flow permitted pursuant to Section 14 of this rate schedule. To the extent Texas Gas is operationally able to provide such hourly overrun without adversely impacting other firm services on its system, Texas Gas may agree to and authorize such hourly overruns by setting flow control at a quantity greater than otherwise permissible under Section 14. For any such volumes delivered during any hour in excess of that which Texas Gas is obligated to deliver under Section 14, Customer agrees to and shall pay an hourly overrun charge in an amount per MMBtu as set forth in the currently effective Sheet Nos. 29A, 29B, and 35A of this tariff. For purposes of billing such hourly overrun, an "hour" shall mean a period of sixty consecutive minutes beginning at the top of the hour (e.g., 9:00) or such other period of sixty consecutive minutes mutually agreeable to Customer and Texas Gas.

7. Daily and Hourly Overrun

7.1 Authorized Daily Overruns, Allowable Variation, and Unauthorized Contract Demand Overrun Quantity

(a) Authorized Daily Overrun

Where Customer has obtained Texas Gas' prior consent to transport quantities on any day in excess of its Daily Contract Demand, such excess quantities shall be considered authorized overruns. In such circumstances, Customer shall pay the WNS overrun rate for such authorized overruns and no penalty shall be assessed.

(b) Allowable Variation

Notwithstanding anything herein to the contrary, Customer takes between 100% of Contract Demand and 102% of Contract Demand shall be considered an allowable variation in the delivery of the Contract Demand and shall not require Texas Gas' prior consent. In such circumstances, the Customer shall pay the WNS Overrun Rate for such takes and no penalty shall be assessed. Customer may rely on daily operational information provided by Texas Gas to determine if its takes have exceeded its daily Contract Demand and, if so, whether such excess takes are within 102% of Contract Demand and shall be considered allowable variation. Texas Gas shall use the lesser of operational information or actual data to determine whether Customer's excess takes are allowable variation or unauthorized overrun quantity.

(c) Unauthorized Contract Demand Overrun Quantity

Customer takes in excess of 102 percent of the Contract Demand on any day, without Texas Gas' prior consent, shall constitute Unauthorized Contract Demand Overrun Quantity.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

Original Sheet No. 653 Original Sheet No. 653

Rate Schedule WNS (cont'd)

7.2 Unauthorized Contract Demand Oerrun Penalty

In any month in which Customer takes an Unauthorized Contract Demand Oerrun, Customer shall pay to Texas Gas the following penalties in addition to the charges otherwise payable hereunder:

- (a) A "Nominal Oerrun Penalty" equal to twice the effective FT Oerrun Rate for all Unauthorized Contract Demand Oerrun Quantities taken on any day over 102 percent of the Contract Demand; and
- (b) An "Excess Oerrun Penalty" of \$10.00 per MMBtu for all Unauthorized Contract Demand Oerrun Quantities taken on any day in excess of 105% of Contract Demand.

In the event a Customer incurs an Excess Oerrun Penalty, Texas Gas will credit any amounts collected as a Nominal Oerrun Penalty against amounts collected as an Excess Oerrun Penalty, so that the total Oerrun Penalty collected does not exceed \$10.00 per MMBtu for oerruns in excess of 105% of Contract Demand.

The payment of a penalty for Unauthorized Contract Demand Oerrun by a Customer shall not under any circumstances be considered as giving such Customer the right to take Unauthorized Contract Demand Oerrun nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas' other Customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Oerrun Penalty for an Unauthorized Contract Demand Oerrun if, on the day when the Unauthorized Contract Demand Oerrun was taken, deliveries to Texas Gas' other Customers were not adversely affected by the taking of such Unauthorized Contract Demand Oerrun or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Oerrun Penalty if the Unauthorized Contract Demand Oerrun occurs in a non-critical situation and does not cause operational problems.

Texas Gas shall be obligated to waive any penalty for Unauthorized Contract Demand Oerrun:

- (a) when such oerrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or
- (b) when such oerrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.

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FERC Docket: RP10-360-000

Original Sheet No. 654 Original Sheet No. 654

Rate Schedule WNS (cont'd)

8. Seasonal Quantity Entitlement Overrun Charge and Nominal Penalty

8.1 If Customer takes quantities of gas during the five-month period commencing November 1 of each year in excess of the Winter Quantity Entitlement-WNS, such excess shall constitute Seasonal Quantity Entitlement Overrun.

8.2 In addition to all other applicable charges, if Customer takes quantities of gas in any season in excess of its Winter Quantity Entitlement-WNS, there shall be a penalty of twice the effective FT Overrun Rate; provided, however, such seasonal penalties shall be charged only for unauthorized seasonal overruns.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 8.2 for Seasonal Quantity Entitlement Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby.

8.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both unauthorized Contract Demand overrun and seasonal quantity overrun charges or penalties based on a single infraction).

9. Unnominated Quantity Overrun

9.1 Unnominated Daily Quantity-WNS Overrun Charge and Penalty

If Customer automatically takes quantities of gas from storage or injects quantities of gas into storage without nomination on any day in excess of Customer's Unnominated Daily Quantity-WNS, such excess shall constitute Unnominated Daily Quantity-WNS Overrun.

In addition to all other applicable charges, if Customer incurs an Unnominated Daily Quantity-WNS Overrun, there shall be a penalty of \$10.00 per MMBtu for such excess quantities up to 105% of the Unnominated Daily Quantity-WNS and a penalty of \$25.00 per MMBtu for such excess quantities in excess of 105% of the Unnominated Daily Quantity-WNS.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 9.1 for Unnominated Daily Quantity-WNS Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby.

9.2 Maximum Unnominated Quantity Overrun Charge and Penalty

If Customer's cumulative injections into or withdrawals from storage at any time exceed its Maximum Unnominated Quantity-WNS, then such excess shall constitute Maximum Unnominated Quantity-WNS Overrun.

In addition to all other applicable charges, if Customer incurs a Maximum Unnominated Quantity-WNS Overrun, there shall be a penalty \$10.00 per MMBtu for such excess quantities up to 105% of the Maximum Unnominated Quantity-WNS and a penalty of \$25.00 per MMBtu for such excess quantities in excess of the Maximum Unnominated Quantity-WNS.

Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any penalty under this Section 9.2 for Maximum Unnominated Quantity-WNS Overrun if, as a result of such overrun, deliveries to Texas Gas' other Customers were not adversely affected or if Texas Gas' pipeline operations, including gas storage operating, were not impaired thereby.



Rate Schedule WNS (cont'd)

- 9.3 Texas Gas will assess only one penalty for any infraction (i.e., a Customer will not incur both Unnominated Daily Quantity-WNS Overrun and Maximum Unnominated Quantity-WNS Overrun penalties based on a single infraction).

10. Reimbursement of Fees and Taxes

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

11. Nominations, Receipts, and Deliveries

- 11.1 Customer shall be responsible for nominating gas supply into Texas Gas' system up to Customer's Nominated Daily Quantity, pursuant to Section 12 of the General Terms and Conditions, except as described in Section 11.2 of this Rate Schedule. Receipts and deliveries under this Rate Schedule shall be governed by Section 6.4 of the General Terms and Conditions.

- 11.2 Customer shall be able to submit two additional intraday nominations to request early, short notice scheduling of gas supplies from physical receipt points on the Texas Gas system to Customer's primary delivery point to fulfill its Nominated Daily Quantity. These two nomination cycles will be in addition to the standard nomination cycles outlined in Section 12 of the General Terms and Conditions and will be permitted only for physical receipt points where (i) the point operator has personnel available twenty-four hours a day to provide confirmations; and (ii) there is electronic measurement and flow control operated by Texas Gas. These nominations shall be preceded by an operational notice to Texas Gas of such Customer's anticipated needs.

The first additional intraday nomination cycle (ID1a) will allow a Customer to provide and Texas Gas to accept and process one nomination at either 9:00 a.m., 10:00 a.m. or 11:00 a.m. on the day of gas flow, with flow to begin no earlier than 2 hours following the nomination deadline used. The second additional intraday nomination cycle (ID2a) will allow a Customer to provide and Texas Gas to accept and process one nomination at either 4:00 p.m., 5:00 p.m. or 6:00 p.m. on the day of gas flow, with flow to begin no earlier than 2 hours following the nomination deadline used. Customer must specify a nomination flow time with its nomination(s) prior to the nomination flow time of the next Standard Nomination Cycle.

Nominations for the additional intraday cycles will be confirmed and scheduled subject to available capacity and without adversely impacting any other Customer's scheduled and flowing quantities. No bumping shall occur due to any nomination received after the Standard ID1 Nomination deadline. Nominations received prior to the ID1 or ID2 nomination deadlines will be evaluated for flow during their respective confirmation periods.

Once gas is scheduled under this section, Texas Gas will provide the receipt point operator a 30 minute grace period to effectuate gas flows. If Texas Gas cannot confirm that gas has been delivered to Texas Gas in accordance with the scheduled nomination, Texas Gas will reduce the additional intraday nomination to zero through the scheduling process, and deem any gas delivered by Texas Gas during such period to have been part of Customer's Unnominated Daily Quantity. Texas Gas will notify Customer of the reduction in the intraday nomination, and Customer may submit a subsequent nomination to re-schedule gas flow.

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FERC Docket: RP10-360-000

Original Sheet No. 656 Original Sheet No. 656

Rate Schedule WNS (cont'd)

12. Winter Season Provisions

During the Winter Season, Texas Gas will deliver to Customer up to Customer's Contract Demand and Customer's Winter Quantity Entitlement-WNS as set forth below. Customer's Contract Demand may vary each month of the five-month Winter Season; provided, however, the Contract Demand in any month may not be zero and must be at least 50% of the highest agreed Contract Demand quantity of any other month.

12.1 Customer may nominate into Texas Gas' system a quantity of gas up to Customer's Nominated Daily Quantity-WNS.

12.2 In addition to the Nominated Daily Quantity-WNS actually scheduled by Customer, Texas Gas will adjust deliveries from or injections into storage from Customer's available Unnominated Daily Quantity to meet Customer's requirements up to Customer's Contract Demand. Although a formal nomination is not required to receive Customer's available Unnominated Daily Quantity-WNS, Customer shall provide operational notice to Texas Gas of its anticipated needs.

12.3 Texas Gas shall maintain an account reflecting the net amount of Unnominated Daily Quantity-WNS actually utilized by Customer, which net amount shall not exceed the Maximum Unnominated Quantity-WNS. The initial balance in this account shall be zero and the closing balance at the earlier of the end of the Winter Season or the end of the Contract term, shall also be zero. Customer shall maintain a positive account balance during the Winter Season to meet its Unnominated Daily Quantity-WNS. To the extent operationally possible and without impact on any other firm customer, Texas Gas may, upon request by Customer and approval by Texas Gas, allow a Customer to withdraw more gas from storage than is in its account; provided, however, that Texas Gas may give notice requiring the Customer to return its account balance to zero within 24 hours. If the Customer fails to return its account balance consistent with such notice, the Customer shall pay a penalty of up to \$50 per MMBtu per day for each MMBtu remaining out of balance.

12.4 During Winter Season, Texas Gas will also inject gas into storage on a best efforts basis as part of WNS service. Although such injections will be done on a best efforts basis, Texas Gas will be presumed, unless it gives notice to the contrary, to be able to inject into storage such quantities of gas as to take into account routine variations in no-notice deliveries. If Texas Gas is unable to make such best efforts injections, it will advise Customer by posting on its Internet Website. However, no presumption will exist for non-routine situations (e.g. sustained injections of more than three days) and, in such non-routine situations, Customer must give 24 hours advance written notice to Texas Gas of quantities it desires to inject into storage, so that Texas Gas can determine the extent to which it can make such injections and adjust its operations accordingly.

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Original Sheet No. 657 Original Sheet No. 657

Rate Schedule WNS (cont'd)

13. Supply Lateral Capacity

The provisions of Section 8.7 of the General Terms and Conditions of this tariff, Supply Lateral Capacity, shall apply to WNS service.

14. Hourly Deliveries

Texas Gas shall not be obligated to deliver to Customer at the primary point of delivery in any hour more than one-sixteenth of Customer's Contract Demand, subject to Section 18 of the General Terms and Conditions of this tariff. Notwithstanding the foregoing, hourly overruns may be authorized pursuant to Section 6 above.

15. Penalty for Failure to Close Maximum Unnominated Quantity Account

In the event Customer fails to deliver in kind to Texas Gas any portion of its Maximum Unnominated Quantity it has borrowed from Texas Gas prior to the end of the Winter Season and/or termination of its contract for service under this Rate Schedule, Customer shall, within 10 days of invoice from Texas Gas, pay Texas Gas an amount equal to the greater of 200% of Texas Gas' book value of its working gas in storage or 200% of the highest monthly average index price calculated pursuant to Section 14 of the General Terms and Conditions during the past twelve month period. Likewise, if Customer fails to remove from storage any portion of its Maximum Unnominated Quantity it has injected into storage prior to the end of the Winter Season and/or termination of its contract for service under this Rate Schedule, Customer shall forfeit such remaining gas to Texas Gas.

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*FERC Docket: RP10-360-000*

**Original Sheet No. 658** Original Sheet No. 658

Rate Schedule WNS (cont'd)

16.      Capacity Release

A Customer under the Rate Schedule WNS may release and assign all or any part of its WNS service pursuant to the provisions of Section 16, Capacity Release Program, of Texas Gas' General Terms and Conditions.

17.      General Terms and Conditions

All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to and are hereby incorporated as a part of this Rate Schedule WNS.

18.      Termination Date

This Rate Schedule shall be effective on an experimental basis until the end of the gas day on March 31, 2012. This Rate Schedule shall automatically expire on March 31, 2012, unless Texas Gas files tariff sheets to make the rate schedule permanent, including any necessary adjustments to the service, and Texas Gas receives a final Commission order regarding such filing that is acceptable to Texas Gas.

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**Sheet No. 659** Sheet No. 659

Sheet Nos. 659 through 699 are Reserved for Future Use

Effective Date: 03/08/2010 Status: Effective

FERC Docket: RP10-366-000

**First Revised Sheet No. 700** First Revised Sheet No. 700

Superseding: Substitute Original Sheet No. 700

RATE SCHEDULE  
IT-SL, IT-1, IT-2, IT-3 and IT-4  
Interruptible Transportation Service

1. Availability

- 1.1 This Rate Schedule is available for the transportation of natural gas by Texas Gas for any Customer which will deliver or cause to be delivered natural gas to Texas Gas for redelivery by Texas Gas to Customer or for the account of Customer in one or more of Texas Gas' Service Zones; which has met the credit requirements of Section 5 of the General Terms and conditions; and which has executed a Transportation Service Agreement with Texas Gas for service under Rate Schedules IT-SL, IT-1, IT-2, IT-3 or IT-4.
- 1.2 Customer, Texas Gas, and third-party transporters have obtained, as appropriate, or will obtain, all State and Federal approvals for services to be provided by Customer, Texas Gas, and third-party transporters related to those rendered under this Rate Schedule.

2. Applicability and Character of Service

- 2.1 This Rate Schedule shall apply to all transportation services performed by Texas Gas for Customer under each Transportation Service Agreement for service under this Rate Schedule during the term identified in the Transportation Service Agreement. The transportation service rendered shall be on an interruptible basis. The transportation service provided under this Rate Schedule shall be performed under Subpart E of Part 157, Subparts B, G, H, or I of Part 284, or any other applicable Commission Regulation governing such transportation, including transportation performed on an "on behalf of" basis under Subpart B. Such service shall apply to all gas transported by Texas Gas for Customer under this Rate Schedule up to the transportation Contract Demand set forth in the Transportation Service Agreement.

Transportation service rendered hereunder which is interruptible in character will be performed provided Texas Gas has capacity sufficient to perform the service.

If the total quantities nominated for transportation pursuant to this Rate Schedule for a particular point of receipt and/or point of delivery by all interruptible customers exceed the total capacity available at that point,

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FERC Docket: RP08-392-000

**Original Sheet No. 701**

Original Sheet No. 701

RATE SCHEDULE IT (cont'd)

quantities scheduled for receipt and/or delivery will be allocated on a last-on, first-off basis in accordance with Section 12 of the General Terms and Conditions in Texas Gas' FERC Gas Tariff. Interruptible service provided under this Rate Schedule shall be subject to interruption pursuant to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas. Texas Gas shall not be liable in damages or otherwise to Customer for any such curtailment or interruption. Curtailment of interruptible transportation service will be on a last-on, first-off basis in accordance with Section 12 of the General Terms and Conditions contained in Texas Gas' FERC Gas Tariff.

2.2 Provided Texas Gas' prior consent is obtained, Customer may tender quantities of gas in excess of the Transportation Quantity on any day if such tender and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) if such transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.

3. Categories and Priorities of Transportation Services Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges The applicable rates per MMBtu under this Rate Schedule for interruptible transportation service in each zone are set forth on currently effective Sheet Nos. 30 and 31 of this Tariff, and these rates are incorporated herein by reference.

4.1 Rates Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay to Texas Gas each month the maximum Commodity Charge (plus any currently effective surcharges including but not limited to the FERC ACA Unit Charge, Take-or-Pay surcharges, and Order 636 Transition Costs surcharge) per MMBtu of gas delivered by Texas Gas.

4.2 Fuel, Company Use, and Unaccounted For Quantities Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

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FERC Docket: RP08-392-000

**Original Sheet No. 702**

Original Sheet No. 702

RATE SCHEDULE IT (cont'd)

4.3 Processing Rights Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff. 4.4 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer. 5. Minimum Monthly Bill None 6. Unauthorized Overrun (a) Unauthorized Overrun Quantity If Customer takes under this rate schedule on any day a quantity of gas which is greater than the applicable Contract Demand, the excess shall constitute an Unauthorized Overrun Quantity. (b) Payment for Unauthorized Overrun Quantity In any month in which Customer takes an Unauthorized Overrun Quantity, Customer shall pay to Texas Gas, in addition to the charges otherwise payable pursuant to Section 4.1 herein and Section 9.1 of the General Terms and Conditions: (i) A "Nominal Overrun Penalty" equal to twice the effective FT Overrun Rate for all Unauthorized Overrun Quantities taken on any day in excess of 250 MMBtu; and (ii) An "Excess Overrun Penalty" of \$10.00 per MMBtu for all Unauthorized Overrun Quantities on any day in excess of 375 MMBtu. In the event a Customer incurs an Excess Overrun Penalty, Texas Gas will credit any amounts collected as a Nominal Overrun Penalty against amounts collected as an Excess Overrun Penalty, so that the total Overrun Penalty collected does not exceed \$10.00 per MMBtu for overruns in excess of 105% of Contract Demand. No overrun penalty shall be payable for any day in which the Unauthorized Overrun Quantity is less than 250 MMBtu. The payment of a penalty for an Unauthorized Overrun Quantity by a Customer shall not under any circumstances be considered as giving such Customer the right to take an Unauthorized Overrun Quantity nor shall such payment be considered as a substitute for any other remedies available to Texas Gas or any of Texas Gas'



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**Original Sheet No. 703** Original Sheet No. 703

RATE SCHEDULE IT (cont'd)

other customers against the offending Customer for failure to respect its obligation to adhere to the provisions of its contract with Texas Gas. Texas Gas shall have the right, without obligation, to waive, on a non-discriminatory basis, any Nominal Overrun Penalty for an Unauthorized Overrun if, on the day when the Unauthorized Overrun was taken, deliveries to Texas Gas' other customers were not adversely affected by the taking of such Unauthorized Overrun or if Texas Gas' pipeline operations, including gas storage operations, were not impaired thereby. Texas Gas must waive any Excess Overrun Penalty if the Unauthorized Overrun occurs in a non-critical situation and does not cause operational problems. Texas Gas shall be obligated to waive any penalty for an Unauthorized Overrun Quantity: (i) when such overrun is taken under circumstances beyond the control of Customer due to emergency conditions on Texas Gas' facilities, or (ii) when such overrun is due to accident to or breakage of pipelines, machinery or equipment of the Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Texas Gas satisfactory evidence that such accident or breakage was not due to Customer's gross negligence.7. Reimbursement of Fees and Taxes Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.8. Uniform Flows Customer shall deliver or cause to be delivered to Texas Gas and receive or cause to be received from Texas Gas gas in as nearly as possible uniform hourly quantities during any day and in as nearly as possible uniform daily quantities during any month.9. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff of this Tariff are applicable and are hereby incorporated as a part of this Rate Schedule IT.

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**Sheet No. 704** Sheet No. 704

Sheet Nos. 704 through 799 Are Reserved For Future Use

**Second Substitute Original Sheet No. 800** Second Substitute Original Sheet No. 800

RATE SCHEDULE  
FSS  
Firm Storage Service

1. Availability

This Rate Schedule is available for the purchase of storage service from the Pipeline for any Customer subject to the following limitations:

- (a) Pipeline has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer; and
- (b) Pipeline and Customer have executed an Agreement under this Rate Schedule; and
- (c) Pipeline and Customer have executed applicable transportation agreements to enable the delivery of gas to Pipeline's storage facilities and the redelivery of gas to Customer;
- (d) Customer has met the credit requirements of Section 5 of the General Terms and Conditions; and
- (e) Customer has the option to provide its own gas for storage or may purchase such gas from the Pipeline at the greater of a negotiated market price or Pipeline's book cost of gas, unless the available storage capacity to be used to provide service to Customer is filled, in whole or in part, with working gas owned by Pipeline, in which case either the Customer or another buyer must agree to purchase such working gas inventory from Pipeline at the greater of a negotiated market price or Pipeline's book cost of such gas. Such purchase must be made prior to the commencement of service under this rate schedule. The book cost of such gas is defined as the unit cost of working gas as reflected in FERC Account 117.3 on the Pipeline's books. Pipeline will be required, however, to allow such purchase of gas in place only if inventory levels are sufficient to, in Pipeline's reasonable judgement, permit such purchase without adversely affecting the storage deliverability required to perform any of Pipeline's other services including no-notice service for NNS, NNL and SGT customers; Pipeline will sell such gas unless such a sale would hamper its ability to provide no-notice service or to balance Pipeline's system.

2. Applicability & Character of Service

The service provided hereunder provides for the firm receipt and injection of Customer's gas into storage during the Summer Season and the subsequent firm withdrawal and delivery of the gas during the Winter Season. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage. Withdrawals during the Summer Season and injections during the Winter Season will be permitted on an interruptible basis, subject to Pipeline's discretion.

3. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm storage service are set forth on currently effective Sheet No. 33 of this tariff and these rates are incorporated herein by reference. The amounts which shall be paid by Customer to Pipeline for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 3 and charges under Section 4 that are applicable to Customer for such Month.

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**Original Sheet No. 801** Original Sheet No. 801

RATE SCHEDULE FSS (cont'd)

3.1 Storage Rates: (a) Reservation Rates: 1. A FSS Deliverability Reservation  
Rate shall be paid for each MMBtu of Customer's Maximum Daily Withdrawal Quantity times  
the number of days in the month being billed. 2. A FSS Daily Capacity  
Reservation Rate Shall be paid for each MMBtu of Customer's Maximum Seasonal  
Quantity times the number of days in the month being billed. 3. If  
Pipeline fails to tender Gas for redelivery for the account of a Customer during any  
Day, due to the Pipeline's scheduling of necessary maintenance and repair of  
pipeline facilities, necessary maintenance and repair of compression facilities,  
and/or facility outages of compression facilities, and/or facility outages for  
tie-in of new facilities, the quantity of Gas that Customer has nominated for, or  
makes available to Pipeline on, such Day, or Customer's Maximum Daily Injection  
Quantity or Maximum Daily Withdrawal Quantity, as applicable, whichever is less,  
then subject to the provisions of the General Terms and Conditions, the portion  
of the Monthly bill of such Customer which is attributable to the  
Reservation Rates shall be reduced by an amount equal to the product of (a) (i) the  
combined Reservation Rate multiplied by (ii) twelve (12) divided by (iii) the  
Maximum Seasonal Quantity and (b) the difference between such quantity of Gas  
nominated or made available for injection or withdrawal, whichever is less, up to  
the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as  
applicable, and the quantity actually withdrawn by Pipeline for the account of  
Customer during such Day. (b) Commodity Rate: An Injection/Withdrawal  
Commodity Rate shall be paid for Each MMBtu of gas which is delivered to or for Customer  
during the Month. Such charges shall be applicable both on injection and on withdrawal.  
(c) Surcharges: Customer shall pay all surcharges specified in the General Terms and  
Conditions or which otherwise may be applicable to service under this Rate Schedule from  
time to time including, but not limited to, the G.R.I. Funding Unit and the FERC A.C.A.  
Charge. An FSS customer will only pay G.R.I. and A.C.A. charges one time for gas  
transported and stored on Pipeline's system, unless applicable regulations require  
double-counting to recover Pipeline's costs.

RATE SCHEDULE FSS (cont'd)

3.2 Fuel, Company Use and Unaccounted for Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

3.3 Adjustment of Rates: Texas Gas shall have the right to propose and file with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule or to propose and file superseding rate schedules for the purpose of changing the rate charges or other provisions thereof effective as to Customer.

3.4 Excess Withdrawals: In the event Customer withdraws gas on any day in excess of Customer's FSS storage balance, then such gas will be subject to cash-out provisions at 150% of the highest weekly average for the month pursuant to Section 14 of the General Terms and Conditions of this tariff.

4. Additional Charges and Reimbursement of Fees and Taxes

4.1 Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

4.2 Annual Charges Clause Adjustment (ACA): Pipeline shall collect the ACA charge from Customer, if applicable, for all Gas stored hereunder, as authorized by the Commission's Orders, so that Pipeline may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3.

5. Storage Overrun Service

5.1 Storage Overrun Quantities: Customer may request Pipeline to inject for Storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Contract Quantity. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may

RATE SCHEDULE FSS (cont'd)

request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 5.2 of this Rate Schedule FSS for such overrun storage service.

- 5.2 Overrun Service Charge: The Overrun Service Rate shall be paid for each MMBtu of gas which is injected or withdrawn to or on behalf of Customer during the Month pursuant to this Rate Schedule unless such overrun service, with Pipeline's concurrence, is make-up of quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage and Customer agrees to forego the monthly bill reduction in Section 3.1(a)3. The FSS Overrun Service Rate shall be the 100% load factor rate which is the sum of (a) the Daily Deliverability Reservation Rate, (b) the Daily Capacity Reservation Rate, and (c) the Injection/Withdrawal Commodity Rate.

6. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed a service agreement under Rate Schedule FSS, ISS, NNS,>NNL, FSS-M, or ISS-M, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

7. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 7.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 7.2 Monthly Maximum Withdrawal: No more than 50% of Customer's Maximum Seasonal Quantity shall be withdrawn in any consecutive 30 day period during the period November through March.
- 7.3 Seasonal Minimum & Maximum Withdrawal - No more than 100% of Customer's Maximum Seasonal Quantity shall be withdrawn by March 1 of any Winter Season; provided further, that no less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its FSS service for the subsequent storage contract year.
- 7.4 Customer electing not to renew their FSS service for the Storage Contract Year will be required to withdraw 100% of Customer's Maximum Seasonal Quantity such that its storage balance is zero by April 1. In the event that Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of

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**Second Revised Sheet No. 803** Second Revised Sheet No. 803

Superseding: First Revised Sheet No. 803

RATE SCHEDULE FSS (cont'd)

request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 5.2 of this Rate Schedule FSS for such overrun storage service.

- 5.2 Overrun Service Charge: The Overrun Service Rate shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the Month pursuant to this Rate Schedule unless such overrun service, with Pipeline's concurrence, is make up quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage and Customer agrees to forego the monthly bill reduction in Section 3.1(a)3. The FSS Overrun Service Rate shall be the 100% load factor rate which is the sum of (a) the Daily Deliverability Reservation Rate, (b) the Daily Capacity Reservation Rate, and (c) the Injection/Withdrawal Commodity Rate.

6. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed a service agreement under Rate Schedule FSS, ISS, NNS,>NNL, FSS-M, or ISS-M, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

7. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 7.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 7.2 Monthly Maximum Withdrawal: No more than 50% of Customer's Maximum Seasonal Quantity shall be withdrawn in any consecutive 30 day period during the period November through March.
- 7.3 Seasonal Minimum & Maximum Withdrawal - No more than 100% of Customer's Maximum Seasonal Quantity shall be withdrawn by March 1 of any Winter Season; provided further, that no less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its FSS service for the subsequent storage contract year.
- 7.4 Customer electing not to renew their FSS service for the Storage Contract Year will be required to withdraw 100% of Customer's Maximum Seasonal Quantity such that its storage balance is zero by April 1. In the event that Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of

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Original Sheet No. 804

RATE SCHEDULE FSS (cont'd)

April determined in accordance with Section 14(g) of the General Terms and Conditions of this Tariff, and Texas Gas shall pay Customer for its net storage balance (in MMBtu) according to the following table:

Maximum Seasonal Quantity (MSQ)	Percentage of	Net Percentage of	Remaining in Storage
Index Price	0% to 5%		100%
>5% - 10%	90%		>10% - 15%
80%	>15% - 20%	70%	

>20% 60% 7.5 When 75% of Customer's Maximum Seasonal Quantity (MSQ) has been withdrawn from storage, each Customer shall have rights to the greater of his Average Daily Seasonal Quantity (DSQ) or 90% of his Maximum Daily Quantity (MDQ).

Subsequent ratchet points as follows:  
 Average DSQ, whichever is greater. \* 80% MSQ withdrawn - 85% MDQ available, or \* 85% MSQ withdrawn - 80% MDQ

available, or Average DSQ, whichever is greater. \* 90% MSQ withdrawn - 75% MDQ available, or Average DSQ, whichever is greater. 7.6 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero.

8. Summer Season Provisions Pursuant to the provisions set forth below, Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity as defined below. 8.1

Maximum Daily Injection Quantity - To protect the storage formations and allow uniform filling of the storage reservoirs, Customers will be required to adhere to certain injection limits (calculated as a percentage of the Maximum Seasonal Quantity) throughout the summer injection period. During the Summer Season, each FSS Customer may on a daily basis inject up to 1.3% of its Maximum Seasonal Quantity until 65% of Customer's Nominated Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 1.1% of its Maximum Seasonal Quantity whenever 65% to 90% of that Customer's Maximum Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 0.6% of its Maximum Seasonal Quantity after 90% of that Customer's Maximum Seasonal Quantity has been filled.

8.2 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up



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**Original Sheet No. 805**

Original Sheet No. 805

RATE SCHEDULE FSS (cont'd)

quantities on succeeding days. Texas Gas will provide at least 45 days notice on its EBB with regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage. 8.3 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best-effort estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request. 8.4 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein. 8.5 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.9. General Terms and Conditions All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule FSS.

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**Second Revised Sheet No. 805** Second Revised Sheet No. 805

Superseding: Original Sheet No. 805

RATE SCHEDULE FSS (cont'd)

quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website with regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.

- 8.3 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best-effort estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 8.4 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.
- 8.5 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.

9. General Terms and Conditions

All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule FSS.

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*FERC Docket: RP08-392-000*

**Original Sheet No. 806** Original Sheet No. 806  
For Future Use

Sheet Nos. 806 through 899 Are Reserved

**Second Substitute Original Sheet No. 900** Second Substitute Original Sheet No. 900

RATE SCHEDULE  
ISS  
Interruptible Storage Service

1. Availability

This Rate Schedule is available for the purchase of storage service from the Pipeline for any Customer subject to the following limitations:

- (a) Pipeline has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer; and
- (b) Pipeline and Customer have executed an Agreement under this Rate Schedule;
- (c) Customer has met the credit requirements of Section 5 of the General Terms and Conditions; and
- (d) Pipeline and Customer have executed applicable transportation agreements to enable the delivery of gas to Pipeline's storage facilities and the redelivery of gas to Customer; and
- (e) Customer has the option to provide its own gas for storage or may purchase such gas from Pipeline at the greater of a negotiated market price or Pipeline's book cost of gas, unless the available storage capacity to be used to provide service to Customer is filled, in whole or in part, with working gas owned by Pipeline, in which case either the Customer or another buyer must agree to purchase such working gas inventory from Pipeline at the greater of a negotiated market price or Pipeline's book cost of such gas. Such purchase must be made prior to the commencement of service under this rate schedule. The book cost of such gas is defined as the unit cost of working gas as reflected in FERC Acct. 117.3 on the Pipeline's books. Pipeline will be required, however, to allow such purchase of gas in place only if inventory levels are sufficient to, in Pipeline's reasonable judgement, permit such purchase without adversely affecting the storage deliverability required to perform any of Pipeline's other services including no-notice service for NNS,>NNL, SGT, and SGL customers; Pipeline will sell such gas unless such a sale would hamper its ability to provide no-notice service or to balance Pipeline's system.

2. Applicability & Character of Service

The service provided hereunder provides for the receipt and injection of Customer's gas into storage during the Summer Season and the subsequent withdrawal and delivery of the gas during the Winter Season, all on an interruptible basis. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage. Withdrawals during the Summer Season and injections during the Winter Season will be permitted on an interruptible basis, subject to Pipeline's discretion.

Daily withdrawal and injection Quantities of Gas shall be subject to available capacity and ISS Stored Volume attributable to a Customer. All services performed under this Rate Schedule shall be performed on a capacity available basis. ISS service will only be available to the extent that injection, storage, and withdrawal capacity is not required to satisfy Texas Gas' firm service obligations under Rate Schedules NNS,>NNL, and FSS or to

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**First Revised Sheet No. 900** First Revised Sheet No. 900  
Superseding: Second Substitute Original Sheet No. 900

RATE SCHEDULE  
ISS  
Interruptible Storage Service

1. Availability

This Rate Schedule is available for the purchase of storage service from the Pipeline for any Customer subject to the following limitations:

- (a) Pipeline has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer; and
- (b) Pipeline and Customer have executed an Agreement under this Rate Schedule;
- (c) Customer has met the credit requirements of Section 5 of the General Terms and Conditions; and
- (d) Pipeline and Customer have executed applicable transportation agreements to enable the delivery of gas to Pipeline's storage facilities and the redelivery of gas to Customer; and
- (e) Customer has the option to provide its own gas for storage or may purchase such gas from Pipeline at the greater of a negotiated market price or Pipeline's book cost of gas, unless the available storage capacity to be used to provide service to Customer is filled, in whole or in part, with working gas owned by Pipeline, in which case either the Customer or another buyer must agree to purchase such working gas inventory from Pipeline at the greater of a negotiated market price or Pipeline's book cost of such gas. Such purchase must be made prior to the commencement of service under this rate schedule. The book cost of such gas is defined as the unit cost of working gas as reflected in FERC Acct. 117.3 on the Pipeline's books. Pipeline will be required, however, to allow such purchase of gas in place only if inventory levels are sufficient to, in Pipeline's reasonable judgement, permit such purchase without adversely affecting the storage deliverability required to perform any of Pipeline's other services including no-notice service for NNS, NNL, SGT, and SGL customers; Pipeline will sell such gas unless such a sale would hamper its ability to provide no-notice service or to balance Pipeline's system.

2. Applicability & Character of Service

The service provided hereunder provides for the receipt and injection of Customer's gas into storage during the Summer Season and the subsequent withdrawal and delivery of the gas during the Winter Season, all on an interruptible basis. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage. Withdrawals during the Summer Season and injections during the Winter Season will be permitted on an interruptible basis, subject to Pipeline's discretion.

Daily withdrawal and injection Quantities of Gas shall be subject to available capacity and ISS Stored Volume attributable to a Customer. All services performed under this Rate Schedule shall be performed on a capacity available basis. ISS service will only be available to the extent that injection, storage, and withdrawal capacity is not required to satisfy Texas Gas' firm service obligations under Rate Schedules NNS, NNL, SGT, SGL, and FSS or to

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**Original Sheet No. 901**

Original Sheet No. 901

RATE SCHEDULE ISS (cont'd)

otherwise ensure system operational integrity. To the extent that Texas Gas cannot fulfill these firm obligations due to ISS service activity, Customer may be required to withdraw all, or any part, of its Stored Volume under this ISS Rate Schedule within 30 Days following notification from Texas Gas. Any Stored Volume not withdrawn within 30 Days of Texas Gas giving Shipper notice shall become the property of Texas Gas at no cost to Texas Gas, free and clear of any adverse claims.

Maximum Daily Withdrawal Quantities and Maximum Daily Injection Quantities shall be defined in the ISS Service Agreement but shall not exceed 1/100th of the Maximum Seasonal Quantity and 1/200th of Maximum Seasonal Quantity, respectively. In the event that Customer is required to withdraw its remaining seasonal quantity in the aforementioned 30-day period, Texas Gas will waive the MDWQ & MDIQ limitations to the extent necessary to accommodate said withdrawals or injections within the 30-day period. Maximum Daily Withdrawal Quantities will be subject to the following ratchets:

Remaining Gas in Storage	as a Percentage of	Maximum
Seasonal Quantity (MSQ)	Maximum Daily Withdrawal Quantity	100% to 20%
	100% of MDWQ	<20% to 0%

80% of MDWQ3.

Rates and Charges

The applicable rates per MMBtu under this

Rate Schedule for interruptible storage service are set forth on currently effective Sheet No. 33 of this tariff and these rates are incorporated herein by reference. The amounts which shall be paid by Customer to Pipeline for each Month during the period of service hereunder shall

include the sum of the amounts due under the subsections of this Section 3 and charges under

Section 4 that are applicable to Customer for such Month.

3.1 Storage Rates:

(a)

Monthly Inventory Charge Customer shall pay a Monthly Inventory Charge which shall be the product of the applicable inventory charge per MMBtu as set forth on

the effective Tariff Sheet No. 33 and the average daily ISS Stored

Volume for the Month.

(b) Injection Charge

Customer shall pay an

Injection Charge which shall be the product of the Quantity of Gas actually injected

into Storage by Texas Gas during the Month times the applicable injection charge per

MMBtu as set forth

on the effective Tariff Sheet No. 33.

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**First Revised Sheet No. 902** First Revised Sheet No. 902

Superseding: Original Sheet No. 902

RATE SCHEDULE ISS (cont'd)

(c) Withdrawal Charge

Customer shall pay a Withdrawal Charge which shall be the product of the Quantity of Gas actually withdrawn from Storage by Texas Gas during the Month times the applicable withdrawal charge per MMBtu as set forth on the effective Tariff Sheet No. 33.

(d) Surcharges

Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time, including, but not limited to, the G.R.I. Funding Unit and the FERC A.C.A. Charge. An ISS customer will only pay G.R.I. and A.C.A. charges one time for gas transported and stored on Pipeline's system, unless applicable regulations require double-counting to recover Pipeline's costs.

3.2 Fuel, Company Use and Unaccounted for Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

3.3 Adjustment of Rates: Texas Gas shall have the right to propose and file with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule or to propose and file superseding rate schedules for the purpose of changing the rate charges or other provisions thereof effective as to Customer.

3.4 Excess Withdrawals: In the event Customer withdraws gas on any day in excess of Customer's ISS storage balance, then such gas will be subject to cash-out provisions at 150% of the highest weekly average for the month pursuant to Section 14 of the General Terms and Conditions of this tariff.

4. Additional Charges and Reimbursement of Fees and Taxes

4.1 Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a non-discriminatory basis in the event of an administrative error.

RATE SCHEDULE ISS (cont'd)

- 4.2 Annual Charges Clause Adjustment (ACA): Pipeline shall collect the ACA charge from Customer, if applicable, for all Gas stored hereunder, as authorized by the Commission's Orders, so that Pipeline may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3.

5. Storage Overrun Service

- 5.1 Storage Overrun Quantities: Customer may request Pipeline to inject for storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Contract Quantity. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 5.2 of this Rate Schedule ISS for such overrun storage service.
- 5.2 Overrun Service Charge: The Overrun Service Rate shall be paid for each MMBtu of gas which is injected or withdrawn or on behalf of Customer during the Month in excess of customer's MDIQ or MDWQ unless such overrun service, with Pipeline's concurrence, is make-up of quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage. The ISS Overrun Service Rate is set forth on Sheet No. 33 of this Tariff.

6. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed service agreements under these Rate Schedules ISS, FSS, NNS,>NNL, FSS-M, or ISS-M, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.



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**Second Revised Sheet No. 903** Second Revised Sheet No. 903

Superseding: First Revised Sheet No. 903

RATE SCHEDULE ISS (cont'd)

4.2 Annual Charges Clause Adjustment (ACA): Pipeline shall collect the ACA charge from Customer, if applicable, for all Gas stored hereunder, as authorized by the Commission's Orders, so that Pipeline may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3.

5. Storage Overrun Service

5.1 Storage Overrun Quantities: Customer may request Pipeline to inject for storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Contract Quantity. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 5.2 of this Rate Schedule ISS for such overrun storage service.

5.2 Overrun Service Charge: The Overrun Service Rate shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the Month in excess of customer's MDIQ or MDWQ unless such overrun service, with Pipeline's concurrence, is make up quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage. The ISS Overrun Service Rate is set forth on Sheet No. 33 of this Tariff.

6. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed service agreements under these Rate Schedules ISS, FSS, NNS,>NNL, FSS-M, or ISS-M, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

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FERC Docket: RP08-392-000

**Original Sheet No. 904** Original Sheet No. 904

RATE SCHEDULE ISS (cont'd)7.

Winter Season Provisions During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below. 7.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity. 7.2 Seasonal Minimum & Maximum Withdrawal - No less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its ISS service for the subsequent storage contract year. If ISS service has not been renewed, Customer will be required to withdraw 100% of its Seasonal Quantity such that its storage balance is zero before March 31 of the Storage Contract Year. 7.3 Customer electing not to renew their ISS service for the subsequent Storage Contract Year must withdraw any remaining volumes within 30 days or forfeit said volumes to pipeline. 7.4 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero. 8. Summer Season Provisions Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity. 8.1 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit. Texas Gas will provide at least 45 days notice on its EBB with regard to the scheduling of these shut-in periods to allow customers to adjust for the interruption of storage. 8.2 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request. 8.3 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate

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**Second Revised Sheet No. 904** Second Revised Sheet No. 904

Superseding: Original Sheet No. 904

RATE SCHEDULE ISS (cont'd)

7. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 7.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 7.2 Seasonal Minimum & Maximum Withdrawal - No less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its ISS service for the subsequent storage contract year. If ISS service has not been renewed, Customer will be required to withdraw 100% of its Seasonal Quantity such that its storage balance is zero before March 31 of the Storage Contract Year.
- 7.3 Customer electing not to renew their ISS service for the subsequent Storage Contract Year must withdraw any remaining volumes within 30 days or forfeit said volumes to pipeline.
- 7.4 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero.

8. Summer Season Provisions

Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity.

- 8.1 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit. Texas Gas will provide at least 45 days notice on its Internet Website with regard to the scheduling of these shut-in periods to allow customers to adjust for the interruption of storage.
- 8.2 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 8.3 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate

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**Original Sheet No. 905** Original Sheet No. 905

RATE SCHEDULE ISS (cont'd)

Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein. 8.4 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.9. General Terms and Conditions All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule ISS.

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*FERC Docket: RP08-392-000*

**Sheet No. 906** Sheet No. 906

Sheet Nos. 906 through 999 Are Reserved For Future Use

RATE SCHEDULE  
TAPS  
Transportation Aggregation Pooling Service

1. Availability

- 1.1 This Rate Schedule is available for any Customer which will deliver or cause to be delivered natural gas to Texas Gas for aggregation and redelivery by Texas Gas to a Pooling Delivery Point in one of Texas Gas' Service Zones; which has met the credit requirements of Section 5 of the General Terms and Conditions; and which has executed a Transportation Aggregation Pooling Service Agreement with Texas Gas for service under this Pooling Rate Schedule. A separate Transportation Aggregation Pooling Service Agreement will be executed for each of Texas Gas' Service Zones in which service is provided. Additionally, a separate Transportation Aggregation Pooling Service Agreement is required for deliveries to firm (FT, SGT, SGL, SNS, NNS,>NNL, and TAPS serving an FT, SGT, SGL, SNS, WNS, NNS, or>NNL Customer) Corresponding Transportation Agreements and Interruptible (IT and TAPS serving an IT Customer) Corresponding Transportation Agreements.
- 1.2 Customer, Texas Gas, and third-party transporters have obtained, as appropriate, or will obtain, all State and Federal approvals for services to be provided by Customer, Texas Gas, and third-party transporters related to those services rendered under this Rate Schedule.

A request for an increase in transportation quantity will be considered to be a request for new service and, therefore, will be processed on a first-come, first-served basis, subject to the requirements of Section 8 of the General Terms and Conditions.

2. Applicability and Character of Service

- 2.1 This Rate Schedule shall apply to all aggregation services performed by Texas Gas for Customer under each Transportation Aggregation Pooling Service Agreement for service under this Rate Schedule during the term identified in the Transportation Aggregation Pooling Service Agreement. Transportation service provided under this Rate Schedule shall be performed under Subpart E of Part 157, Subparts B, G, H, or I of Part 284, or any other applicable Commission Regulation governing such transportation, including transportation performed on an "on behalf of" basis under Subpart B. Such service shall apply to all gas transported by Texas Gas for Customer under this Rate Schedule up to the transportation Contract Demand set forth in the Transportation Service Agreement.

A Transportation Aggregation Pooling Service Agreement shall contain all receipt points available for transportation which are located in the same service zone as the Pooling Delivery Point.

Deliveries under a Transportation Aggregation Pooling Service Agreement must equal the total daily quantities of gas nominated for receipt at the Pooling Delivery Point under Corresponding Transportation Agreements.

Quantities of gas delivered at a Pooling Delivery Point under a Transportation Aggregation Pooling Service Agreement shall be deemed to have been delivered to the Corresponding Transportation Customer. It shall be the responsibility of the Transportation Aggregation Pooling Service Customer to assure that the total nominations of gas to be received at the Pooling Point under Corresponding

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**First Revised Sheet No. 1001** First Revised Sheet No. 1001

Superseding: Substitute Original Sheet No. 1001

RATE SCHEDULE TAPS (cont'd)

Transportation Agreements are equal to the total amount of gas such Transportation Aggregation Pooling Service Customer causes to be received into Texas Gas' system.

The priority for allocation of capacity for gas receipts under a Transportation Aggregation Pooling Service Agreement is based on the transportation service type (i.e., FT, NNS,>NNL, SGT, SGL, SNS, WNS, IT) of the Corresponding Transportation Service Agreement as provided in Section 12.10 of these General Terms and Conditions. If the total quantities nominated for transportation pursuant to this Rate Schedule for a particular point of receipt exceed the total capacity available at that point, quantities scheduled for receipt will be allocated in accordance with Sections 12.10 and 12.12 of the General Terms and Conditions in Texas Gas' FERC Gas Tariff.

Gas quantities scheduled at receipt points under this Rate Schedule shall be subject to curtailment or interruption in accordance with Section 12.10 of the General Terms and Conditions contained in Texas Gas' FERC Gas Tariff. Interruption of service includes decreasing, suspending, or discontinuing the receipt of gas. Texas Gas shall not be liable in damages or otherwise to Customer for any such curtailment or interruption.

Priority for scheduling gas deliveries to Customer's Pooling Delivery Point pursuant to this Rate Schedule shall be dependent on the receipt point priority of the downstream Corresponding Transportation Agreement nominating gas receipts from Customer's Pooling Delivery Point. Curtailment or interruption of service to Customer receiving service pursuant to a downstream Corresponding Transportation Agreement pursuant to Section 12.11 or 12.10 of these General Terms and Conditions of this tariff shall result in interruption of service under this Rate Schedule. Texas Gas shall not be liable in damages or otherwise to Customer for any such curtailment or interruption.

- 2.2 Provided Texas Gas' prior consent is obtained, Customer may tender quantities of gas in excess of the Transportation Quantity on any day if such tender and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' Transportation Rate Schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) if such transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.

3. Categories and Priorities of Transportation Services

Refer to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Rates and Charges

- 4.1 Texas Gas shall not charge Customer a rate for service under this Rate Schedule.

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FERC Docket: RP08-392-000

**Original Sheet No. 1002**

Original Sheet No. 1002

RATE SCHEDULE TAPS

(cont'd) 4.2 Texas Gas will not retain any fuel on service provided under this Transportation Aggregation Pooling Service Rate Schedule. All customers nominating receipts under Corresponding Transportation Agreements shall incur the applicable fuel retainage on their transportation service. 4.3 Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff. 4.4 Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective Rate Schedule, or to propose and file superseding Rate Schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.5. Minimum Monthly Bill None6. Commission and Other Regulatory Fees Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.7. Pooling Agreements Term of Service The duration of service for all pooling agreements is month-to-month evergreen; provided however, that a Customer's pooling agreement shall not be subject to cancellation as long as the Customer complies with all terms and conditions of this TAPS Rate Schedule.8. Uniform Flows Customer shall deliver and receive gas in as nearly as possible uniform hourly quantities during any day and in uniform daily quantities during any month.9. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable and are hereby incorporated as a part of this Rate Schedule TAPS.



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**First Revised Sheet No. 1002** First Revised Sheet No. 1002

Superseding: Original Sheet No. 1002

RATE SCHEDULE TAPS (cont'd)

- 4.2 Texas Gas will not retain any fuel on service provided under this Transportation Aggregation Pooling Service Rate Schedule. All customers nominating receipts under Corresponding Transportation Agreements shall incur the applicable fuel retainage on their transportation service.
- 4.3 Processing Rights and the Transportation of Liquids/Liquefiabiles shall be in accordance with Section 23 of the General Terms and Conditions of this tariff.
- 4.4 Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective Rate Schedule, or to propose and file superseding Rate Schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to Customer.

5. Minimum Monthly Bill

None

6. Commission and Other Regulatory Fees

Customer shall reimburse Texas Gas for all fees, if any, required by the Commission or any regulatory body related to service provided under this Rate Schedule, including filing, reporting, and application fees. Provided, however, Texas Gas may waive filing fees for Customer on a nondiscriminatory basis in the event of an administrative error.

7. Pooling Agreements Term of Service

The duration of service for all pooling agreements is five years unless terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice; provided however, that Texas Gas shall not terminate a Customer's pooling agreement as long as the Customer complies with all terms and conditions of this TAPS Rate Schedule.

8. Uniform Flows

Customer shall deliver and receive gas in as nearly as possible uniform hourly quantities during any day and in uniform daily quantities during any month.

9. General Terms and Conditions

All of the General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable and are hereby incorporated as a part of this Rate Schedule TAPS.

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**Sheet No. 1003** Sheet No. 1003

Sheet Nos. 1003 through 1099 Are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 1100 Original Sheet No. 1100

Rate Schedule  
PAL  
Parking and Loan  
Service1. Availability 1.1 This rate schedule is available for the interruptible parking  
and loan of natural gas by Texas Gas for any Customer a. Who desires  
Parking and Loan Service under this Rate Schedule; and b. Who has submitted a valid  
request in accordance with Section 8 of the General Terms and Conditions (and Texas  
Gas is able to render such service); and c. Who has executed a  
Service Agreement with Texas Gas for service under this Rate Schedule. 1.2  
Texas Gas shall provide notice of the availability of services under this Rate Schedule on  
its Internet Website. Texas Gas is not required to provide any requested service under  
this Rate Schedule unless Texas Gas determines, at its sole discretion, that it has  
operational flexibility to provide service. In addition, Texas Gas will, at its sole  
discretion, determine whether notification pursuant to Section 7 herein is necessary.2.  
Applicability and Character of Service This Rate Schedule shall apply to all Parking and Loan  
Service rendered by Texas Gas for Customer pursuant to Texas Gas' blanket certificate or Part 284  
of the regulations of the FERC and the executed service agreement for service under this Rate  
Schedule. 2.1 Service under this Rate Schedule shall be provided as follows: a.  
Parking Service. Parking Service is an interruptible service which provides for:  
(a) the receipt by Texas Gas of gas quantities that have been delivered by Customer  
under any gas transportation agreement between Texas Gas and Customer to any of the  
Parking points that Texas Gas shall designate on its system; (b) Texas Gas holding  
the parked quantities on Texas Gas' system; and (c) return of the parked quantities  
to Customer. Texas Gas shall park quantities of gas for Customer up to the maximum  
parked quantity as specified in the executed Service Agreement. Texas Gas  
shall then return such parked gas to Customer at the point where Customer  
tendered gas to Texas Gas, subject to Section 4 of this rate schedule. b. Loan Service.  
Loan service is an interruptible service which provides for (a) Customer receiving  
gas quantities from Texas Gas at any of the Loan points designated by Texas Gas on  
its system and (b) the subsequent return of the loaned quantities of gas to Texas  
Gas at the point which Customer borrowed the gas, subject to Section 4 of this rate  
schedule. Texas Gas

RATE SCHEDULE PAL (cont'd)

shall make available for loan those quantities of gas up to the maximum loaned quantity specified in the executed Service Agreement.

- 2.2 Service under this Rate Schedule shall be provided for a minimum of 1 day and a maximum of 31 days; provided however such maximum period may be extended by Texas Gas at Texas Gas' sole discretion. The term of each PAL arrangement with Customer shall be as set forth on Exhibit A to the Form of Service Agreement hereunder.
- 2.3 Transportation of gas quantities for or on behalf of Customer to or from the Loan or Parking point(s) will not be performed under this Rate Schedule. Customer shall make any necessary arrangements with Texas Gas or third parties to receive or deliver gas quantities at the Loan or Parking point(s). Such arrangements must be compatible with the operating conditions of Texas Gas' system. Texas Gas shall not be required to receive or deliver gas quantities under this Rate Schedule on any day for which there is insufficient available capacity under Customer's transportation service agreement(s) to deliver or receive gas at the Parking or Loan point(s).
- 2.4 Service under this Rate Schedule shall be confirmed only after all other services offered by Texas Gas are scheduled and confirmed.

3. Rates and Charges

- 3.1 The maximum and minimum unit rates for service under this Rate Schedule are shown on the effective Sheet No. 34 of this Tariff. Customer shall pay the maximum rates for service under this Rate Schedule unless Texas Gas, in its sole judgment, agrees to discount its rates to Customer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Customer shall pay the maximum rate unless such rates are discounted to such specific Customer.
- 3.2 The Daily Parking Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) parked each day.
- 3.3 The Daily Loan Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) borrowed each day.

4. PAL Points of Service

Texas Gas will post on its EBB the available Parking and/or Loan Point(s) of Service. Texas Gas may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Texas Gas terminates a point where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Texas Gas, such point(s) shall remain available for the limited purpose of completing such outstanding

RATE SCHEDULE PAL (cont'd)

shall make available for loan those quantities of gas up to the maximum loaned quantity specified in the executed Service Agreement.

- 2.2 Service under this Rate Schedule shall be provided for a minimum of 1 day and a maximum of 31 days; provided however such maximum period may be extended by Texas Gas at Texas Gas' sole discretion. The term of each PAL arrangement with Customer shall be as set forth on Exhibit A to the Form of Service Agreement hereunder.
- 2.3 Transportation of gas quantities for or on behalf of Customer to or from the Loan or Parking point(s) will not be performed under this Rate Schedule. Customer shall make any necessary arrangements with Texas Gas or third parties to receive or deliver gas quantities at the Loan or Parking point(s). Such arrangements must be compatible with the operating conditions of Texas Gas' system. Texas Gas shall not be required to receive or deliver gas quantities under this Rate Schedule on any day for which there is insufficient available capacity under Customer's transportation service agreement(s) to deliver or receive gas at the Parking or Loan point(s).
- 2.4 Service under this Rate Schedule shall be confirmed only after all other services offered by Texas Gas are scheduled and confirmed.

3. Rates and Charges

- 3.1 The maximum and minimum unit rates for service under this Rate Schedule are shown on the effective Sheet No. 34 of this Tariff. Customer shall pay the maximum rates for service under this Rate Schedule unless Texas Gas, in its sole judgment, agrees to discount its rates to Customer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Customer shall pay the maximum rate unless such rates are discounted to such specific Customer. Further, Texas Gas and Customer may mutually agree to a negotiated rate pursuant to Section 9.5 of the General Terms and Conditions of Texas Gas' tariff.
- 3.2 The Daily Parking Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) parked each day.
- 3.3 The Daily Loan Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) borrowed each day.

4. PAL Points of Service

Texas Gas will post on its EBB the available Parking and/or Loan Point(s) of Service. Texas Gas may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Texas Gas terminates a point where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Texas Gas, such point(s) shall remain available for the limited purpose of completing such outstanding

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**Third Revised Sheet No. 1101** Third Revised Sheet No. 1101

Superseding: Second Revised Sheet No. 1101

RATE SCHEDULE PAL (cont'd)

shall make available for loan those quantities of gas up to the maximum loaned quantity specified in the executed Service Agreement.

- 2.2 Service under this Rate Schedule shall be provided for a minimum of 1 day and a maximum of 31 days; provided however such maximum period may be extended by Texas Gas at Texas Gas' sole discretion. The term of each PAL arrangement with Customer shall be as set forth on Exhibit A to the Form of Service Agreement hereunder.
- 2.3 Transportation of gas quantities for or on behalf of Customer to or from the Loan or Parking point(s) will not be performed under this Rate Schedule. Customer shall make any necessary arrangements with Texas Gas or third parties to receive or deliver gas quantities at the Loan or Parking point(s). Such arrangements must be compatible with the operating conditions of Texas Gas' system. Texas Gas shall not be required to receive or deliver gas quantities under this Rate Schedule on any day for which there is insufficient available capacity under Customer's transportation service agreement(s) to deliver or receive gas at the Parking or Loan point(s).
- 2.4 Service under this Rate Schedule shall be confirmed only after all other services offered by Texas Gas are scheduled and confirmed.

3. Rates and Charges

- 3.1 The maximum and minimum unit rates for service under this Rate Schedule are shown on the effective Sheet No. 34 of this Tariff. Customer shall pay the maximum rates for service under this Rate Schedule unless Texas Gas, in its sole judgment, agrees to discount its rates to Customer under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Customer shall pay the maximum rate unless such rates are discounted to such specific Customer.
- 3.2 The Daily Parking Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) parked each day.
- 3.3 The Daily Loan Charge shall be the daily unit rate per dt as set forth in the Service Agreement multiplied by the total quantity (MMBtu) borrowed each day.

4. PAL Points of Service

Texas Gas will post on its Internet Website the available Parking and/or Loan Point(s) of Service. Texas Gas may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Texas Gas terminates a point where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Texas Gas, such point(s) shall remain available for the limited purpose of completing such outstanding

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FERC Docket: RP08-392-000

Original Sheet No. 1102 Original Sheet No. 1102

RATE SCHEDULE PAL (cont'd)

transactions unless Buyer and Texas Gas mutually agree to utilize a different Point of Service.5. Nominations and Scheduling Customer shall notify or cause Texas Gas to be notified of Customer's service requirement under this Rate Schedule in advance of such requirements in accordance with the nomination deadlines as provided in Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas tariff. Texas Gas, in its sole judgment, may waive any nomination deadlines, on a non-discriminatory basis, if Texas Gas determines that operating conditions permit. With respect to Customer's desired levels of service under this Rate Schedule, Customer shall nominate to Texas Gas the desired Parking and/or Loan quantities as well as the point at which such service is requested. Such nominated quantities shall be subject to confirmation by Texas Gas. Such confirmed quantity shall be deemed the scheduled quantity. Customer and Texas Gas shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day.6. Allocation of Service In allocating or curtailing service among Customers under this Rate Schedule, Texas Gas shall give service priority based upon the highest unit Parking or Loan rate paid (not to exceed the maximum rate for such service under this Rate Schedule). Service will be allocated on a pro-rata basis among Customers willing to pay the same unit rate for such service.7. Notification from Texas Gas 7.1 Customer may be required, upon notification from Texas Gas, to cease or reduce deliveries to, or receipts from, Texas Gas' Parking and Loan service within the gas day consistent with Texas Gas' operating conditions. Further, Customer may be required to return loaned quantities or remove parked quantities upon notification by Texas Gas. Such notification may be by written communication, telecopy, telephone or EBB posting. Texas Gas' notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Texas Gas' operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of Texas Gas' notification. 7.2 Any parked quantity not removed within the time frame specified by Texas Gas' notice shall become the property of Texas Gas at no cost to Texas Gas, free and clear of any adverse claims. Such gas retained by Texas Gas shall be credited back to the customers through Texas Gas' annual fuel tracker. Any loaned quantity not returned within the time frame specified by Texas Gas' notice shall be sold to Customer at 150% of the highest weekly average price for the month as determined pursuant to Section 14 (g) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

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**First Revised Sheet No. 1102** First Revised Sheet No. 1102

Superseding: Original Sheet No. 1102

RATE SCHEDULE PAL (cont'd)

transactions unless Buyer and Texas Gas mutually agree to utilize a different Point of Service.

5. Nominations and Scheduling

Customer shall notify or cause Texas Gas to be notified of Customer's service requirement under this Rate Schedule in advance of such requirements in accordance with the nomination deadlines as provided in Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas tariff. Texas Gas, in its sole judgment, may waive any nomination deadlines, on a non-discriminatory basis, if Texas Gas determines that operating conditions permit. With respect to Customer's desired levels of service under this Rate Schedule, Customer shall nominate to Texas Gas the desired Parking and/or Loan quantities as well as the point at which such service is requested. Such nominated quantities shall be subject to confirmation by Texas Gas. Such confirmed quantity shall be deemed the scheduled quantity. Customer and Texas Gas shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day.

6. Allocation of Service

In allocating or curtailing service among Customers under this Rate Schedule, Texas Gas shall give service priority based upon the highest unit Parking or Loan rate paid (not to exceed the maximum rate for such service under this Rate Schedule). Service will be allocated on a pro-rata basis among Customers willing to pay the same unit rate for such service.

7. Notification from Texas Gas

7.1 Customer may be required, upon notification from Texas Gas, to cease or reduce deliveries to, or receipts from, Texas Gas' Parking and Loan service within the gas day consistent with Texas Gas' operating conditions. Further, Customer may be required to return loaned quantities or remove parked quantities upon notification by Texas Gas. Such notification may be by written communication, telecopy, telephone or Internet Website posting. Texas Gas' notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Texas Gas' operating conditions, but in no event shall the specified time frame be less than three (3) calendar days from the date of Texas Gas' notification.

7.2 Any parked quantity not removed within the time frame specified by Texas Gas' notice shall become the property of Texas Gas at no cost to Texas Gas, free and clear of any adverse claims. Such gas retained by Texas Gas shall be credited back to the customers through Texas Gas' annual fuel tracker. Any loaned quantity not returned within the time frame specified by Texas Gas' notice shall be sold to Customer at 150% of the highest weekly average price for the month as determined pursuant to Section 14 (g) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.



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*FERC Docket: RP08-392-000*

**Original Sheet No. 1103**

Original Sheet No. 1103

RATE SCHEDULE PAL

(cont'd)8.            General Terms and Conditions            All of the applicable General Terms and Conditions of Texas Gas' FERC Gas Tariff are hereby incorporated by reference and made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule PAL, the terms and conditions of this Rate Schedule PAL shall control.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 1104** Sheet No. 1104

Sheet Nos. 1104 through 1199 Are Reserved For Future Use

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**First Revised Sheet No. 1200** First Revised Sheet No. 1200

Superseding: Substitute Original Sheet No. 1200

RATE SCHEDULE  
HOT  
HOURLY OVERRUN TRANSPORTATION SERVICE

1. Availability
  - 1.1 This rate schedule is available to any Delivery Point Operator (or its designated agent) at any delivery point where:
    - a. Transportation service is being received from Texas Gas for any Customer(s) under any rate schedule(s); and
    - b. The Delivery Point Operator has submitted a valid request for service hereunder, has met the credit requirements of Section 5 of the General Terms and Conditions and has executed an Hourly Overrun Transportation Service Agreement for such delivery point.
2. Applicability and Character of Service
  - 2.1 Pursuant to this rate schedule, a Delivery Point Operator may request Texas Gas to allow hourly overruns in excess of the sum of the hourly flow rights under all transportation service agreements delivering quantities to the subject delivery point.
  - 2.2 To the extent Texas Gas is operationally able to provide such hourly overrun service without adversely impacting firm or higher priority interruptible services on its system, Texas Gas shall agree to and authorize such hourly overruns by setting flow control at a quantity greater than otherwise permissible under the transportation service agreement(s) delivering gas to the subject delivery point.
  - 2.3 Hourly overrun service hereunder is completely interruptible at any time and is the lowest priority service offered by Texas Gas.
  - 2.4 Hourly overrun service hereunder shall not increase any Customer's daily deliveries, but shall merely provide for additional hourly flexibility in the delivery of those daily quantities.
3. Nomination and Scheduling of Daily Quantities Unchanged
  - 3.1 Except for unnominated daily deliveries pursuant to Rate Schedules NNS,>NNL, SGT, SGL, SNS, and WNS, all daily quantities shall be nominated and scheduled in accordance with the nomination deadlines provided in Section 12 of the General Terms and Conditions of this tariff. Texas Gas, in its sole judgment, may waive any nomination deadlines on a non-discriminatory basis. With respect to a Delivery Point Operator's desired levels of hourly overrun service under this rate schedule, the Delivery Point Operator shall provide adequate operational notice (generally one to four hours) of the hourly flows desired, which hourly flows must be confirmed by Texas Gas.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 1201**

Original Sheet No. 1201

RATE SCHEDULE HOT

(cont'd)4. Allocation of Service In allocating or curtailing hourly overrun service among Delivery Point Operators under this Rate Schedule, Texas Gas shall give service priority based upon the highest unit rate paid (not to exceed the maximum rate for such service). Service will be allocated on a pro-rata basis among Delivery Point Operators or Customers willing to pay the same rate for such service.5. Rates and Charges 5.1 Maximum Rates Unless otherwise agreed to in writing by Texas Gas and the Delivery Point Operator, for any quantities delivered in any hour in excess of the sum of the hourly flow rights under transportation service agreements delivering quantities to the subject delivery point, the Delivery Point Operator shall pay an hourly overrun charge in an amount per MMBtu as set forth in the currently effective Sheet No. 35 of this tariff. For purposes of billing such hourly overrun, an "hour" shall mean a period of sixty consecutive minutes beginning at the top of the hour (e.g., 9:00) or such other period of sixty consecutive minutes mutually agreeable to the Delivery Point Operator and Texas Gas. 5.2 Adjustment of Rates Texas Gas shall have the right to propose and file with the Commission or other body having jurisdiction, changes and revisions of any effective rate schedule, or to propose and file superseding rate schedules, for the purpose of changing the rate, charges, or other provisions thereof effective as to the Delivery Point Operator.6. General Terms and Conditions All of the General Terms and Conditions of Texas Gas' FERC Gas tariff may apply to and are hereby incorporated as part of this Rate Schedule HOT.

*Effective Date: 09/15/2008    Status: Effective*  
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**Sheet No. 1202** Sheet No. 1202

Sheet Nos. 1202 through 1299 Are Reserved For Future Use

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-405-000

**First Revised Sheet No. 1225** First Revised Sheet No. 1225

Superseding: Original Sheet No. 1225

RATE SCHEDULE  
FSS-M  
Firm Storage Service  
with Market Based Rates

1. Availability

This Rate Schedule applies to the 8,400,000 MMBtu of storage and 93,855 MMBtu/day of deliverability for which Pipeline has received approval to charge market based rates. This Rate Schedule is available for the purchase of such storage service from the Pipeline for any Customer subject to the following limitations:

- (a) Pipeline has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer;
- (b) Customer has submitted a Winning Bid for such uncommitted storage capacity pursuant to Section 11 of the General Terms and Conditions of Texas Gas's FERC Gas Tariff
- (c) Pipeline and Customer have executed an Agreement under this Rate Schedule;
- (d) Pipeline and Customer have executed applicable transportation agreements to enable the delivery of gas to Pipeline's storage facilities and the redelivery of gas to Customer; and
- (e) Customer shall provide its own gas for storage or may have the option to purchase such gas from the Pipeline, if available, at the greater of a negotiated market price or Pipeline's book cost of gas, unless the available storage capacity to be used to provide service to Customer is filled, in whole or in part, with working gas owned by Pipeline, in which case either the Customer or another buyer must agree to purchase such working gas inventory from Pipeline at the greater of a negotiated market price or Pipeline's book cost of such gas. Such purchase must be made prior to the commencement of service under this rate schedule. The book cost of such gas is defined as the unit cost of working gas as reflected in FERC Account 117.3 on the Pipeline's books. Pipeline will be required, however, to allow such purchase of gas in place only if inventory levels are sufficient to, in Pipeline's reasonable judgement, permit such purchase without adversely affecting the storage deliverability required to perform any of Pipeline's other services including no-notice service for NNS and SGT customers; Pipeline will sell such gas unless such a sale would hamper its ability to provide no-notice service or to balance Pipeline's system.

2. Applicability & Character of Service

The service provided hereunder provides for the firm receipt and injection of Customer's gas into storage during the Summer Season and the subsequent firm withdrawal and delivery of the gas during the Winter Season. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage. Withdrawals during the Summer Season and injections during the Winter Season will be permitted on an interruptible basis, subject to Pipeline's discretion.

*Effective Date: 04/01/2009    Status: Effective*

*FERC Docket: RP09-405-000*

**First Revised Sheet No. 1226** First Revised Sheet No. 1226

Superseding: Original Sheet No. 1226

RATE SCHEDULE FSS-M (Continued)

3. Rates and Charges

3.1 Market Based Rates

The applicable rate for service under this FSS-M Rate Schedule shall be a negotiated market-based rate as provided in the FSS-M Agreement between Customer and Pipeline.

3.2 Fuel, Company Use and Unaccounted for Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this tariff.

3.3 Excess Withdrawals

In the event Customer withdraws gas on any day in excess of Customer's FSS-M storage balance, then such gas will be subject to cash-out provisions at 150% of the highest weekly average for the month pursuant to Section 14 of the General Terms and Conditions of this tariff.

RATE SCHEDULE FSS-M (Continued)

4. Storage Overrun Service

- 4.1 Customer may request Pipeline to inject for Storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Maximum Withdrawal. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 4.2 of this Rate Schedule FSS-M for such overrun storage service.
- 4.2 Overrun Service Charge: The Overrun Service Charge shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the month pursuant to this Rate Schedule, unless such overrun service, with Pipeline's concurrence, is make-up of quantities of gas that Pipeline previously failed to inject into storage or withdraw from storage. The FSS-M Overrun Service Rate is a negotiated market based rate as provided in the FSS-M Agreement between Customer and Pipeline.

5. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed a service agreement under Rate Schedule FSS, FSS-M, ISS, ISS-M, NNS, or>NNL, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

6. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 6.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 6.2 Monthly Maximum Withdrawal: No more than 50% of Customer's Maximum Seasonal Quantity shall be withdrawn in any consecutive 30 day period during the period November through March.
- 6.3 Seasonal Minimum & Maximum Withdrawal - No more than 100% of Customer's Maximum Seasonal Quantity shall be withdrawn by March 1 of any Winter Season; provided further, that no less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its FSS-M service for the subsequent storage contract year.



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**Second Revised Sheet No. 1227** Second Revised Sheet No. 1227

Superseding: First Revised Sheet No. 1227

RATE SCHEDULE FSS-M (Continued)

4. Storage Overrun Service

4.1 Customer may request Pipeline to inject for Storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Maximum Withdrawal. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 4.2 of this Rate Schedule FSS-M for such overrun storage service.

4.2 Overrun Service Charge: The Overrun Service Charge shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the month pursuant to this Rate Schedule, unless such overrun service, with Pipeline's concurrence, is make up quantities of gas that Pipeline previously failed to inject into storage or withdraw from storage. The FSS-M Overrun Service Rate is a negotiated market based rate as provided in the FSS-M Agreement between Customer and Pipeline.

5. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed a service agreement under Rate Schedule FSS, FSS-M, ISS, ISS-M, NNS, or>NNL, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

6. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

6.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.

6.2 Monthly Maximum Withdrawal: No more than 50% of Customer's Maximum Seasonal Quantity shall be withdrawn in any consecutive 30 day period during the period November through March.

6.3 Seasonal Minimum & Maximum Withdrawal - No more than 100% of Customer's Maximum Seasonal Quantity shall be withdrawn by March 1 of any Winter Season; provided further, that no less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its FSS-M service for the subsequent storage contract year.

**First Revised Sheet No. 1228** First Revised Sheet No. 1228  
Superseding: Original Sheet No. 1228

RATE SCHEDULE FSS-M (Continued)

- 6.4 Customer electing not to renew their FSS-M service for the Storage Contract Year will be required to withdraw 100% of Customer's Maximum Seasonal Quantity such that its storage balance is zero by April 1. In the event that Seasonal Quantities remain in storage on April 1, these volumes will be subject to cash out at the system average "Index Price" for the month of April determined in accordance with Section 14 of the General Terms and Conditions of this Tariff, and Texas Gas shall pay Customer for its net storage balance (in MMBtu) according to the following table:

Net Percentage of Maximum Seasonal Quantity (MSQ) Remaining in Storage	Percentage of Index Price
0% to 5%	100%
>5% - 10%	90%
>10% - 15%	80%
>15% - 20%	70%
>20%	60%

- 6.5 When 75% of Customer's Maximum Seasonal Quantity (MSQ) has been withdrawn from storage, each Customer shall have rights to the greater of his Average Daily Seasonal Quantity (DSQ) or 90% of his Maximum Daily Quantity (MDQ). Subsequent ratchet points as follows:

- \* 80% MSQ withdrawn - 85% MDQ available, or Average DSQ, whichever is greater.
- \* 85% MSQ withdrawn - 80%MDQ available, or Average DSQ, whichever is greater.
- \* 90% MSQ withdrawn - 75% MDQ available, or Average DSQ, whichever is greater.

- 6.6 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero.

7. Summer Season Provisions

Pursuant to the provisions set forth below, Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity as defined below.

RATE SCHEDULE FSS-M (Continued)

- 7.1 Maximum Daily Injection Quantity - To protect the storage formations and allow uniform filling of the storage reservoirs, Customers will be required to adhere to certain injection limits (calculated as a percentage of the Maximum Seasonal Quantity) throughout the summer injection period. During the Summer Season, each FSS-M Customer may on a daily basis inject up to 1.3% of its Maximum Seasonal Quantity until 65% of Customer's Nominated Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 1.1% of its Maximum Seasonal Quantity whenever 65% to 90% of that Customer's Maximum Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 0.6% of its Maximum Seasonal Quantity after 90% of that Customer's Maximum Seasonal Quantity has been filled.
- 7.2 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its EBB with regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.
- 7.3 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best-effort estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 7.4 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.
- 7.5 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.

8. General Terms and Conditions

All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule FSS-M.

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Third Revised Sheet No. 1229** Third Revised Sheet No. 1229

Superseding: First Revised Sheet No. 1229

RATE SCHEDULE FSS-M (Continued)

- 7.1 Maximum Daily Injection Quantity - To protect the storage formations and allow uniform filling of the storage reservoirs, Customers will be required to adhere to certain injection limits (calculated as a percentage of the Maximum Seasonal Quantity) throughout the summer injection period. During the Summer Season, each FSS-M Customer may on a daily basis inject up to 1.3% of its Maximum Seasonal Quantity until 65% of Customer's Nominated Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 1.1% of its Maximum Seasonal Quantity whenever 65% to 90% of that Customer's Maximum Seasonal Quantity has been filled. A Customer's Daily Injection Quantities will be limited to 0.6% of its Maximum Seasonal Quantity after 90% of that Customer's Maximum Seasonal Quantity has been filled.
- 7.2 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit and allow make-up quantities on succeeding days. Texas Gas will provide at least 45 days notice on its Internet Website with regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of storage.
- 7.3 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best-effort estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 7.4 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.
- 7.5 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.

8. General Terms and Conditions

All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule FSS-M.

*Effective Date: 03/01/2009    Status: Effective*  
*FERC Docket: RP09-231-000*

**Sheet No. 1230** Sheet No. 1230

Sheet Nos. 1230 through 1249 are Reserved for Future Use

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-405-000

**First Revised Sheet No. 1250** First Revised Sheet No. 1250

Superseding: Original Sheet No. 1250

RATE SCHEDULE  
ISS-M  
Interruptible Storage Service  
with Market Based Rates

1. Availability

This Rate Schedule applies to the 8,400,000 MMBtu of storage and 93,855 MMBtu/day of deliverability for which Pipeline has received approval to charge market based rates. This Rate Schedule is available for the purchase of storage service from the Pipeline for any Customer subject to the following limitations:

- (a) Pipeline has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer;
- (b) Pipeline and Customer have executed an Agreement under this Rate Schedule;
- (c) Pipeline and Customer have executed applicable transportation agreements to enable the delivery of gas to Pipeline's storage facilities and the redelivery of gas to Customer; and
- (d) Customer shall provide its own gas for storage or may have the option to purchase such gas from Pipeline, if available, at the greater of a negotiated market price or Pipeline's book cost of gas, unless the available storage capacity to be used to provide service to Customer is filled, in whole or in part, with working gas owned by Pipeline, in which case either the Customer or another buyer must agree to purchase such working gas inventory from Pipeline at the greater of a negotiated market price or Pipeline's book cost of such gas. Such purchase must be made prior to the commencement of service under this rate schedule. The book cost of such gas is defined as the unit cost of working gas as reflected in FERC Acct. 117.3 on the Pipeline's books. Pipeline will be required, however, to allow such purchase of gas in place only if inventory levels are sufficient to, in Pipeline's reasonable judgment, permit such purchase without adversely affecting the storage deliverability required to perform any of Pipeline's other services including no-notice service for NNS and SGT customers; Pipeline will sell such gas unless such a sale would hamper its ability to provide no-notice service or to balance Pipeline's system.

2. Applicability & Character of Service

The service provided hereunder provides for the receipt and injection of Customer's gas into storage during the Summer Season and the subsequent withdrawal and delivery of the gas during the Winter Season, all on an interruptible basis. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage. Withdrawals during the Summer Season and injections during the Winter Season will be permitted on an interruptible basis, subject to Pipeline's discretion.

Daily withdrawal and injection Quantities of Gas shall be subject to available capacity and ISS-M Stored Volume attributable to a Customer. All services performed under this Rate Schedule shall be performed on a capacity available basis. ISS-M service will only be available to the extent that injection, storage, and withdrawal capacity is not required to satisfy Texas Gas' firm service obligations under Rate Schedule FSS-M or to otherwise ensure system operational integrity. To the extent that Texas Gas cannot fulfill these firm obligations due to ISS-M service activity, Customer may be required to withdraw all, or any part, of its Stored Volume under this ISS-M Rate Schedule within 30 Days following notification from Texas Gas.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-405-000

**First Revised Sheet No. 1251** First Revised Sheet No. 1251

Superseding: Original Sheet No. 1251

RATE SCHEDULE ISS-M (Continued)

Any Stored Volume not withdrawn within 30 Days of Texas Gas giving Shipper notice shall become the property of Texas Gas at no cost to Texas Gas, free and clear of any adverse claims.

Maximum Daily Withdrawal Quantities and Maximum Daily Injection Quantities shall be defined in the ISS-M Service Agreement but shall not exceed 1/100th of the Maximum Seasonal Quantity and 1/200th of Maximum Seasonal Quantity, respectively. In the event that Customer is required to withdraw its remaining seasonal quantity in the aforementioned 30-day period, Texas Gas will waive the MDWQ & MDIQ limitations to the extent necessary to accommodate said withdrawals or injections within the 30-day period. Maximum Daily Withdrawal Quantities will be subject to the following ratchets:

Remaining Gas in Storage as a Percentage of Maximum Seasonal Quantity (MSQ)	Maximum Daily Withdrawal Quantity
100% to 20%	100% of MDWQ
<20% to 0%	80% of MDWQ

*Effective Date: 04/01/2009    Status: Effective*

*FERC Docket: RP09-405-000*

**First Revised Sheet No. 1252** First Revised Sheet No. 1252

Superseding: Original Sheet No. 1252

RATE SCHEDULE ISS-M (Continued)

3. Rates and Charges

3.1 Market Base Storage Rates:

The applicable rate for service under this ISS-M Rate Schedule shall be a negotiated market-based rate as provided in the ISS-M Agreement between Customer and Pipeline.

3.2 Fuel, Company Use and Unaccounted for Quantities

Fuel, company use gas, and unaccounted for quantities shall be in accordance with Section 9.2 of the General Terms and Conditions of this Tariff.



Effective Date: 04/01/2009 Status: Superseded

FERC Docket: RP09-405-000

**First Revised Sheet No. 1253** First Revised Sheet No. 1253

Superseding: Original Sheet No. 1253

RATE SCHEDULE ISS-M (Continued)

3.3 Excess Withdrawals

In the event Customer withdraws gas on any day in excess of Customer's ISS-M storage balance, then such gas will be subject to cash-out provisions at 150% of the highest weekly average for the month pursuant to Section 14 of the General Terms and Conditions of this tariff.

4. Storage Overrun Service

4.1 Customer may request Pipeline to inject for storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Maximum Withdrawal. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 4.2 of this Rate Schedule ISS-M for such overrun storage service.

4.2 Overrun Service Charge: The Overrun Service Charge shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the Month in excess of Customer's MDIQ or MDWQ unless such overrun service, with Pipeline's concurrence, is make-up of quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage. The ISS-M Overrun Service Rate is a negotiated market based rate as provided in the ISS-M Agreement between Customer and Pipeline.

5. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed service agreements under these Rate Schedules ISS-M, ISS, FSS-M, FSS, NNS, or>NNL, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Second Revised Sheet No. 1253** Second Revised Sheet No. 1253

Superseding: First Revised Sheet No. 1253

RATE SCHEDULE ISS-M (Continued)

3.3 Excess Withdrawals

In the event Customer withdraws gas on any day in excess of Customer's ISS-M storage balance, then such gas will be subject to cash-out provisions at 150% of the highest weekly average for the month pursuant to Section 14 of the General Terms and Conditions of this tariff.

4. Storage Overrun Service

4.1 Customer may request Pipeline to inject for storage quantities of Gas for Customer on any day during the Summer Period in excess of Customer's Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Customer on any Day during the Winter Period in excess of Customer's Maximum Daily Withdrawal Quantity or to withdraw quantities of Gas from Storage for Customer for any Month during the Winter Period in excess of Customer's Monthly Maximum Withdrawal. Customer may also request Pipeline to inject quantities of Gas for Storage for Customer on any Day during the Winter Period or withdraw quantities of Gas from Storage for Customer on any Day during the Summer Period. Customer may request Pipeline to accept deliveries of quantities of Gas in excess of the Maximum Seasonal Quantity during any Summer Period and Customer may request Pipeline to redeliver quantities of Gas in excess of the Maximum Seasonal Quantity during any Winter Period; provided, however, that at no time may Customer's Working Storage Gas exceed Customer's Maximum Seasonal Quantity. Pipeline may do so on an interruptible basis if it can do so without adverse effect on Pipeline's operations or its ability to meet all other service obligations. Customer shall pay an Overrun Service charge pursuant to Section 4.2 of this Rate Schedule ISS-M for such overrun storage service.

4.2 Overrun Service Charge: The Overrun Service Charge shall be paid for each MMBtu of gas which is injected or withdrawn on behalf of Customer during the Month in excess of Customer's MDIQ or MDWQ unless such overrun service, with Pipeline's concurrence, is make up quantities of Gas that Pipeline previously failed to inject into storage or withdraw from storage. The ISS-M Overrun Service Rate is a negotiated market based rate as provided in the ISS-M Agreement between Customer and Pipeline.

5. Transfer of Gas in Place

Pipeline shall permit transfers of title of gas in inventory provided both Customers have executed service agreements under these Rate Schedules ISS-M, ISS, FSS-M, FSS, NNS, or>NNL, both have executed transportation service agreements which will permit the delivery of the gas, and such transfer does not result in either customer exceeding its Maximum Seasonal Quantity.

RATE SCHEDULE ISS-M (Continued)

6. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 6.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 6.2 Seasonal Minimum & Maximum Withdrawal - No less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its ISS-M service for the subsequent storage contract year. If ISS-M service has not been renewed, Customer will be required to withdraw 100% of its Seasonal Quantity such that its storage balance is zero before March 31 of the Storage Contract Year.
- 6.3 Customer electing not to renew their ISS-M service for the subsequent Storage Contract Year must withdraw any remaining volumes within 30 days or forfeit said volumes to pipeline.
- 6.4 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero.

7. Summer Season Provisions

Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity.

- 7.1 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit. Texas Gas will provide at least 45 days notice on its EBB with regard to the scheduling of these shut-in periods to allow customers to adjust for the interruption of storage.
- 7.2 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 7.3 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.
- 7.4 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.

8. General Terms and Conditions

All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule ISS-M.

RATE SCHEDULE ISS-M (Continued)

6. Winter Season Provisions

During the Winter Season, Pipeline will deliver to Customer up to Customer's Maximum Daily Withdrawal Quantity and Customer's Maximum Seasonal Quantity as set forth below.

- 6.1 Customer will be required to nominate from storage into Pipeline's system a quantity of gas up to the Maximum Daily Withdrawal Quantity.
- 6.2 Seasonal Minimum & Maximum Withdrawal - No less than 68% of Customer's Maximum Seasonal Quantity shall be withdrawn each Winter Season if Customer has renewed its ISS-M service for the subsequent storage contract year. If ISS-M service has not been renewed, Customer will be required to withdraw 100% of its Seasonal Quantity such that its storage balance is zero before March 31 of the Storage Contract Year.
- 6.3 Customer electing not to renew their ISS-M service for the subsequent Storage Contract Year must withdraw any remaining volumes within 30 days or forfeit said volumes to pipeline.
- 6.4 Pipeline shall deliver to Customer gas for Customer's account only when Customer's storage inventory is greater than zero.

7. Summer Season Provisions

Pipeline shall receive from Customer during each Summer Season up to the Maximum Seasonal Quantity at daily rates not to exceed the Maximum Daily Injection Quantity.

- 7.1 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of individual storage field activities (injections and withdrawals) for a period of approximately two weeks. If conditions will not permit the full maximum daily injection or withdrawal quantity, Texas Gas may temporarily adjust the limit. Texas Gas will provide at least 45 days notice on its Internet Website with regard to the scheduling of these shut-in periods to allow customers to adjust for the interruption of storage.
- 7.2 To assist Pipeline's operational and maintenance scheduling through the Summer Season, Customer will notify Pipeline by March 15 of each year, with updates monthly, of the quantities it intends to inject monthly during the immediately upcoming Summer Season; such injection schedule provided by Customer is a best efforts estimate and may be revised as necessary. Pipeline will use its reasonable efforts to coordinate its test, maintenance, alteration and repair activities during such Summer Season to accommodate Customer's request.
- 7.3 If Customer desires Pipeline to store gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the quantity of gas which Customer desires to be injected into storage under this Rate Schedule on such day. Pipeline shall thereupon inject the quantity of gas so nominated subject to the limitations set forth herein.
- 7.4 Pipeline shall be obligated to accept gas for storage for Customer's account only when Customer's Storage Inventory is less than Customer's Maximum Seasonal Quantity.

8. General Terms and Conditions

All General Terms and Conditions of Texas Gas' FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated as a part of this Rate Schedule ISS-M.

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**Sheet No. 1255** Sheet No. 1255

Sheet Nos. 1255 through 1299 are Reserved for Future Use

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FERC Docket: RP10-320-000

**Second Revised Sheet No. 1300** Second Revised Sheet No. 1300

Superseding: First Revised Sheet No. 1300

GENERAL TERMS AND CONDITIONS

Section 1

1. North American Energy Standards Board ("NAESB")

In accordance with Commission Order No. 587-T issued February 24, 2009 Texas Gas incorporates by reference the following Version 1.8 NAESB standards, definitions, and datasets dated September 30, 2006 adopted by the Wholesale Gas Quadrant of NAESB:

1.1 Additional Standards (Version 1.8, September 30, 2006):

(a) General

(i) Standards: 0.3.1 and 0.3.2

(b) Creditworthiness

(i) Standards: 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, and 0.3.10

(c) Gas/Electric Operational Communications

(i) Definitions: 0.2.1, 0.2.2, and 0.2.3

(ii) Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, and 0.3.15

(iii) Dataset: 0.4.1

1.2 Nominations (Version 1.8, September 30, 2006):

(a) Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, and 1.2.19

(b) Standards: 1.3.1, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 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, and 1.3.79

(c) Datasets: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, and 1.4.7

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FERC Docket: RP10-320-000

**Second Revised Sheet No. 1301** Second Revised Sheet No. 1301

Superseding: First Revised Sheet No. 1301

GENERAL TERMS AND CONDITIONS

Section 1

(Cont'd)

1.3 Flowing Gas (Version 1.8, September 30, 2006)

- (a) Definitions: 2.2.1, 2.2.2, 2.2.3, 2.2.4, and 2.2.5
- (b) Standards: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, and 2.3.65
- (c) Datasets: 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\*, and 2.4.18\*

1.4 Invoicing (Version 1.8, September 30, 2006):

- (a) Definitions: 3.2.1
- (b) Standards: 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25 and 3.3.26
- (c) Datasets: 3.4.1, 3.4.2, 3.4.3 and 3.4.4

1.5 Quadrant Electronic Delivery Mechanism (Version 1.8, September 30, 2006):

- (a) Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19 and 4.2.20
- (b) Standards: 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, and 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93

\* Dataset 2.4.17 is mutually agreeable pursuant to Standard 2.3.65. Dataset 2.4.18 is a mutually agreeable dataset.

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**First Revised Sheet No. 1302** First Revised Sheet No. 1302

Superseding: Original Sheet No. 1302

GENERAL TERMS AND CONDITIONS

Section 1

(Cont'd)

1.6 Capacity Release (Version 1.8, September 30, 2006):

- (a) Definitions: 5.2.1, 5.2.2, and 5.2.3
- (b) Standards: 5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, and 5.3.60
- (c) Datasets: 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, and 5.4.23

1.7 Internet Electronic Transport (Version 1.8, September 30, 2006):

- (a) Definitions: 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, and 10.2.38
- (b) Standards: 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25



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**Sheet No. 1303** Sheet No. 1303

Sheet Nos. 1303 through 1399 Are Reserved For Future Use

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**First Revised Sheet No. 1400** First Revised Sheet No. 1400

Superseding: Second Sub Original Sheet No. 1400

GENERAL TERMS AND CONDITIONS  
Section 2

2. Definition of Terms

Except where the context expressly states another meaning, the following terms, when used in this tariff and in any service agreement thereunder, shall be construed to have the following meanings:

The term "Adjusted Summer Quantity Entitlement" shall mean the sum of Customer's Summer Quantity Entitlement plus a quantity equal to the unused portion of Customer's Unnominated Seasonal Quantity remaining in storage at the end of the prior Winter Season.

The term "Btu" is the abbreviation employed to denote a British thermal unit.

The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U. S. and similar holidays for transactions occurring in Canada and Mexico. A listing of such holidays shall be posted on the Internet Website by December 15 for the following calendar year.

The term "Central Clock Time" (CCT), shall mean adjusting for Daylight Savings Time and Standard Time (CT).

The term "Contract Demand" shall mean the maximum daily quantity of gas set forth in the executed service agreement which Transporter shall be obligated to deliver to Customer and which Customer shall be entitled to receive from Transporter. The "Contract Demand" for firm services may be expressed on a seasonal basis as either the Winter, Summer or Shoulder Month Contract Demand, as applicable.

The term "Corresponding Transportation Agreement" shall mean a transportation agreement under Transporter's NNS,>NNL, SGT, SGL, SNS, WNS, IT, FT, STF or TAPS Rate Schedules which identifies a Pooling Point as a Point of Receipt and which provides for further transportation and delivery downstream of the Pooling Point.

The term "Corresponding Transportation Customer" shall mean a customer transporting under Transporter's NNS,>NNL, SGT, SGL, SNS, WNS, IT, FT, STF or TAPS Rate Schedules nominating gas receipts from a Pooling Receipt Point contained in its transportation service agreement.

The term "Customer" shall mean an entity having gas transported through Transporter's pipeline system in accordance with the provisions of a Transportation Service Rate Schedule in this tariff.

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**First Revised Sheet No. 1401** First Revised Sheet No. 1401

Superseding: Substitute Original Sheet No. 1401

GENERAL TERMS AND CONDITIONS

Section 2

(Cont'd)

The term "Designated Site" shall mean an Internet address designated by Transporter or Shipper for the receipt or delivery of NAESB standardized data sets.

The term "Internet Website" shall mean the Internet Website maintained by Texas Gas pursuant to Section 25.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

The term "Electronic Data Interchange or "EDI" shall mean a computer-to-computer exchange of standardized business transactions pursuant to Section 25.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

The term "Electronic Delivery Mechanism or "EDM" shall mean the acceptable methods used to electronically transact business with Texas Gas including transactions via Internet Website or EDI.

The term "equivalent quantities" shall mean quantities of gas of equal thermal content as determined by the product of their quantities and heating values as determined in accordance with Section 4.3 of these General Terms and Conditions, less reductions in gas quantities due to the quantity of gas consumed as compressor fuel, company use, unaccounted for, if applicable, and loss due to venting.

The term "Excess Unnominated Daily Quantity" shall mean ten percent (10%) of Customer's Winter Contract Demand.

The term "fax" shall mean communications transmitted by facsimile and shall qualify as written communication within the terms of this tariff and rendered when time stamped.

The term "gas" shall include natural gas, including associated liquefiable hydrocarbons produced from gas wells, oil well gas produced in association with crude oil and synthetic or substitute natural gas.

The term "gas day" shall mean a period of twenty-four consecutive hours beginning at 9:00 to 9:00 a.m., Central Clock Time.

The term "liquefiabiles" shall mean the hydrocarbons of ethanes and heavier contained in the natural gas stream of a gaseous state that are customarily extracted at gas processing plants.

The term "liquids" shall mean liquid hydrocarbons produced with the natural gas delivered to or for the account of each of the parties hereunder, but not crude oil.

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**Third Revised Sheet No. 1402** Third Revised Sheet No. 1402

Superseding: Second Revised Sheet No. 1402

GENERAL TERMS AND CONDITIONS

Section 2

(Cont'd)

The term "Market Center" shall mean a point of interconnection between Texas Gas and another interstate pipeline system where gas purchases and sales can occur.

The term "Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of gas that the Pipeline is required to inject during any one day into storage for a Customer under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of gas that the Pipeline is required to withdraw during any one day from storage for a customer under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "Maximum Seasonal Quantity" or "MSQ" shall mean the maximum (net) quantity of gas Texas Gas is obligated to deliver to Customer from storage during any Winter Season under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "Maximum Unnominated Quantity-SNS" shall mean the maximum cumulative quantity of gas Texas Gas is obligated to deliver to Customer from storage or inject into storage on behalf of Customer from time to time under the SNS Rate Schedule. The Maximum Unnominated Quantity shall be a mutually agreed quantity not to exceed three times Customer's daily Contract Demand.

The term "Maximum Unnominated Quantity-WNS" shall mean the maximum cumulative quantity of gas Texas Gas is obligated to deliver to Customer from storage or inject into storage on behalf of Customer from time to time under the WNS Rate Schedule. The Maximum Unnominated Quantity shall be a mutually agreed quantity not to exceed three times the Customer's daily Contract Demand.

The term "Mcf" is the abbreviation employed to denote 1,000 standard cubic feet of gas.

The term "MMBtu" is the abbreviation employed to denote 1,000,000 Btu and shall be synonymous and interchangeable with the term "dekatherm" (Dth) and shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. Allocated quantities and imbalances shall be expressed in the same units as nominated quantities. Standard conversion factor between dekatherms and Gigajoules shall be 1.055056 Gigajoules per dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. Standard conversion factor between dekatherms and gigacalories shall be 0.251996 gigacalories per dekatherm.

The term "month" shall mean the period beginning on the first day of the calendar month and ending on the first day of the next succeeding calendar month.

The term "Net Present Value" or "NPV" shall mean the value, as determined by Texas Gas, equal to the discounted cash flow, using a 10 percent discount factor, or incremental revenues to Texas gas based upon the rate, term, and quantity. The NPV may be calculated on a per MMBtu basis or on an aggregate basis, provided that Texas Gas will state in its auction notice posting which basis will be used. The NPV shall include revenues generated by the reservation rate or other form of revenue guarantee.

The term "NNL" or "NNL service" shall refer to the no-notice transportation provided by Texas Gas under the NNL Rate Schedule.

The term "NNS" or "NNS service" shall refer to the no-notice transportation provided by Texas Gas under the NNS Rate Schedule.

The term "Nominated Daily Quantity" shall mean that portion of Customer's Contract Demand for which Customer is responsible for nominating supplies into Texas Gas' system (i.e. the pipeline capacity portion of NNS/NNL/SGT/SGL service), expressed on a seasonal basis under Rate Schedule NNS, NNL, SGT or SGL.

GENERAL TERMS AND CONDITIONS  
Section 2  
(Cont'd)

The term "Nominated Daily Quantity-SNS" shall mean that portion of Customer's Contract Demand for which Customer has nominated supplies into Texas Gas' system under the SNS Rate Schedule.

The term "Nominated Daily Quantity-WNS" shall mean that portion of Customer's Contract Demand for which Customer has nominated supplies into Texas Gas' system under the WNS Rate Schedule.

The term "Operational Balancing Agreement" (OBA) is an agreement whereby a party whose facilities interconnect with Texas Gas takes responsibility for any difference between nominations and actual physical flow at his interconnect with Texas Gas. OBA's are a form of PDA's.

The term "Operational Flow Order" (OFO) shall mean the verbal and/or written communication (e.g. Internet Website) Texas Gas shall utilize to inform Customers of necessary actions to preserve and protect the security and integrity of the pipeline system.

The term "Original Customer" shall mean the customer submitting an original Request for Service, which initiates an auction or bidding process.

The term "Point of Unbundling" shall mean the initial receipt point into the Texas Gas Pipeline system or into any of the firm capacity on upstream interstate pipelines which has been retained as an extension of the Texas Gas pipeline system pursuant to Section 25.8 of these General Terms and Conditions.

The term "Pooling Point" shall mean a "paper" point of transfer whereby suppliers can aggregate gas supplies for delivery to their downstream markets. Gas Purchases and Sales can occur at a paper pooling point. Such point may also be referred to as a Pooling Receipt Point or Pooling Delivery Point as appropriate.

The term "Predetermined Allocation" or "PDA" is a pre-agreed allocation of gas volumes at receipt and delivery points. Existence of PDA's allows all gas volumes to be allocated daily to transportation customers.

The term "psia" shall mean pounds per square inch absolute.

The term "psig" shall mean pounds per square inch gauge.

The term "PVR" is the abbreviation employed to denote Plant Volume Reduction. The PVR is the total of the MMBtus removed and deducted from the gas stream from the time the gas enters a processing plant until it leaves the plant. The reduction in MMBtus includes total plant products removed, pro rata share of plant fuel and other uses and pro rata share of incidental plant losses.

The term "quantity of gas" shall mean the number of units of gas expressed in MMBtu unless otherwise specified.

The term "Request for Service" shall mean any request for transportation or storage service, including requests for new service and requests for changes to existing service.

The term "Seasonal Quantity Entitlement" shall mean the maximum quantity of gas which Transporter is obligated to deliver to Customer during the period April 1 through October 31 (summer season) and during the period November 1 through March 31 (winter season).

The term "SGL" or "SGL service" shall refer to the no-notice transportation provided by Texas Gas under the SGL Rate Schedule.

The term "SGT" or "SGT service" shall refer to the no-notice transportation provided by Texas Gas under the SGT Rate Schedule.

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**Third Revised Sheet No. 1404** Third Revised Sheet No. 1404

Superseding: Second Revised Sheet No. 1404

GENERAL TERMS AND CONDITIONS

Section 2

(Cont'd)

The term "Shoulder Month" or "Shoulder Months" shall mean the month(s) of April and/or October of each year, as applicable.

The term "Shoulder Month Contract Demand" shall mean, unless otherwise agreed to, the sum of Customer's Nominated Daily Quantity for the Summer Season, Customer's Excess Unnominated Daily Quantity and the applicable percentage of Customer's Unnominated Daily Quantity for the Winter Season.

The term "SNS" or "SNS service" shall refer to the summer no-notice transportation provided by Texas Gas under the SNS Rate Schedule.

The term "standard cubic foot of gas" for purposes of measurement hereunder shall mean the quantity of gas which would occupy one cubic foot of space when such gas is at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 (psia) and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. For gas volumes reported in gigacalories, the standard conditions are 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C, and dry.

The term "Storage Contract Year" shall mean the period from April 1 of a calendar year through March 31 of the following calendar year under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "Storage Injection Use (%)" shall mean the percentage of all gas injected into storage which is retained by Pipeline as an allocable amount of fuel & lost and unaccounted for gas as calculated by Pipeline using appropriate engineering principles under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "Storage Withdrawal Use (%)" shall mean the percentage of all gas withdrawn from storage which is retained by Pipeline as an allocable amount of fuel & lost and unaccounted for gas as calculated by Pipeline using appropriate engineering principles under Rate Schedule FSS, ISS, FSS-M, or ISS-M.

The term "stored volume" shall mean the quantity of the Customer's gas that is in storage at any given time under Rate Schedule ISS or ISS-M.

The term "Summer" or "Summer Season" shall mean the seven-month period beginning April 1 of each year and continuing through October 31 of the same year.

The term "Summer Contract Demand" shall mean: (i) for Rate Schedules NNS and>NNL, Customer's Nominated Daily Quantity for the Summer Season; and (ii) for Rate Schedules SGT and SGL, Customer's Nominated Daily Quantity plus, if applicable, Unnominated Summer Daily Quantity for the Summer Season.

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**Second Revised Sheet No. 1405** Second Revised Sheet No. 1405

Superseding: First Revised Sheet No. 1405

GENERAL TERMS AND CONDITIONS

Section 2

(Cont'd)

The term "Summer Quantity Entitlement" shall mean the maximum quantity of gas Texas Gas is obligated to deliver to Customer during the Summer Season (excluding replacement of Customer's Unnominated Seasonal Quantity) if customer has fully utilized its Unnominated Seasonal Quantity during the prior Winter Season.

The term "Summer Quantity Entitlement-SNS" shall mean the maximum quantity of gas Texas Gas is obligated to deliver to Customer during the Summer Season, or portion thereof if Customer has not contracted for a full season of service, under Rate Schedule SNS.

The terms "Transporter," "Pipeline," "Seller," "Company," and "Texas Gas" are synonymous and all shall mean Texas Gas Transmission, LLC.

The term "unit total heating value" means the number of British thermal units determined on a dry basis, that are produced by the combustion, at constant pressure of the amount of gas which would occupy a volume of 1.0 cubic foot at a temperature of sixty (60o) degrees Fahrenheit and under a pressure of fourteen and seventy-three hundredths (14.73) (psia) with air at the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state. Standard reporting basis for Btu shall be 14.73 psia and 60 degrees Fahrenheit and dry (101.325 kPa and 15 degrees C, and dry).

The term "Unnominated Daily Quantity" shall mean that portion of Customer's Contract Demand delivered automatically from storage without nomination by Customer.

The term "Unnominated Daily Quantity-SNS" or "UDQ" shall mean that portion of Customer's Contract Demand delivered automatically into or from storage without nomination by Customer under Rate Schedule SNS. The Unnominated Daily Quantity-SNS shall be a mutually agreed quantity not to exceed Customer's daily Contract Demand.

The term "Unnominated Daily Quantity-WNS" shall mean that portion of Customer's Contract Demand delivered automatically into or from storage without nomination by Customer under Rate Schedule WNS. The Unnominated Daily Quantity-WNS shall be a mutually agreed quantity for each month during the Winter Season; provided, however, such Unnominated Daily Quantity-WNS in Customer's service agreement shall not be less than 25% nor exceed 50% of Customer's daily Contract Demand.

The term "Unnominated Seasonal Quantity" or "USQ" shall mean the maximum (net) quantity of gas Texas Gas is obligated to deliver to Customer from storage during any Winter Season.

The term "Unnominated Summer Daily Quantity" shall mean that portion of Customer's Summer Contract Demand delivered automatically from storage without nomination by Customer under Rate Schedules SGT and SGL. Customer's Unnominated Summer Daily Quantity shall not exceed 750 MMBtu per day.

The term "Winter" or "Winter Season" shall mean the five-month period beginning November 1 of each year and continuing through March 31 of the following year.

The term "Winter Contract Demand" shall mean the sum of Customer's Nominated Daily Quantity and Customer's Unnominated Daily Quantity for the Winter Season.

The term "Winter Quantity Entitlement" shall mean the maximum quantity of gas Texas Gas is obligated to deliver to Customer during the Winter Season (including delivery of Customer's Unnominated Seasonal Quantity).

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Section 2

(Cont'd)

The term "Winter Quantity Entitlement-WNS" shall mean the maximum quantity of gas Texas Gas is obligated to deliver to Customer during the Winter Season, or portion thereof, if Customer has not contracted for the full Winter Season, under Rate Schedule WNS.

The term "WNS" or "WNS Service" shall refer to the winter no-notice transportation provided by Texas Gas under the WNS Rate Schedule.

The term "year" shall mean a period of 365 consecutive days beginning with the date of first delivery of gas under the executed service agreement, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.



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**Sheet No. 1407** Sheet No. 1407

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GENERAL TERMS AND

CONDITIONS

Section 33.

Gas Quality

3.1 Gas

received or delivered hereunder shall:

(a) Be merchantable natural gas, commercially

free from dust, solids, gums, gum-forming constituents, gasoline, water, or

any other substance of any kind which may become separated

from the gas

in the course of transportation through

Transporter's or Transporter's agents'

pipeline(s);

(b) Not contain more than seven (7) pounds of water per million standard

cubic feet of gas determined by analytical instrumentation of standard

manufacture for this purpose including the Bureau of Mines type dew

point(s)

tester;

(c) Not contain more than one (1) grain of hydrogen sulfide, nor more than

twenty (20) grains of total sulphur, per one hundred (100) standard

cubic feet of gas; and mercaptan sulphur shall not constitute any

portion of the

allowable total sulphur content.

(d) Contain zero (0.0) percent hydrogen, not more than

one-tenth (.1) of

one percent by volume of oxygen, nor more than two (2) percent by

volume of carbon dioxide, nor more than four and one half (4-1/2)

percent by volume of all non-hydrocarbon gases combined.

3.2 Gas received hereunder shall:

(a) Not be at a temperature more than one hundred twenty (120) degrees

Fahrenheit, except where local conditions require or permit other; nor

less than

forty (40) degrees Fahrenheit; and

(b) Not have a hydrocarbon dew point in excess of ten

(10) degrees

Fahrenheit under expected operating conditions, if the gas is received

in North Louisiana, Kentucky, Indiana, or Illinois, or other points

determined by Texas Gas; and

(c) Not contain less than nine hundred sixty-seven (967)

British thermal

units per standard cubic foot of gas determined on a dry basis.

(d) Not contain less than one thousand eighteen (1018) British thermal units

per standard cubic foot of gas determined on a dry basis if gas is

received in a

market area where it may become the sole supply to the

market.

(e)

Not contain less than one thousand twelve (1012) British thermal units

per standard

cubic foot of gas determined on a dry basis if gas is

directly received as residue

gas from a gas processing plant.

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Original Sheet No. 1501 Original Sheet No. 1501

GENERAL TERMS AND

CONDITIONS

Section 3

(Cont'd) 3.3 Gas delivered hereunder shall: (a) Not be at a temperature more than one hundred twenty (120) degrees Fahrenheit; and (b) Not contain less than nine hundred eighty-six (986) British thermal units per standard cubic foot of gas determined on a dry basis. 3.4 Transporter reserves the right: (a) To utilize hydrocarbon dew point curves to evaluate the gas received to determine if condensate will form out of the gas into its pipeline under expected operating conditions; (b) To refuse to accept totally, or in part, gas that, in its opinion, will create operating problems during the course of movement through its pipeline. 3.5 Customer or Customer's supplier (or designee) shall not permit or cause the injection of oxygen or any other substance which will dilute such gas, even if such dilution does not render the gas unable to meet the quality specifications outlined above. 3.6 Either party shall not be obligated to receive and transport gas hereunder that fails to conform to the requirements above and shall have the right, after giving notice to the other party, to refuse to receive and transport such gas as long as such gas fails to conform to the foregoing requirements. 3.7 Failure to meet receipt specifications: Should any gas tendered for delivery to Transporter(s) hereunder fail at any time to conform to any of the specifications of this Article, Transporter(s) shall notify Customer of any such failure and Transporter(s) may at their option suspend all or a portion of the receipt of any such gas, and they shall be relieved of their obligations hereunder for the duration of such time as the gas does not meet such specifications. 3.8 Failure to meet delivery specifications: Should the gas tendered for delivery to Customer(s) hereunder fail at any time to conform to any of the specifications of this Article, Customer shall notify Transporter(s) of any such failure and Transporter(s) shall make a diligent effort to correct such failure by treatment consistent with prudent operations and by means which are economically feasible in Transporter's(s') opinion so as to deliver gas conforming to the above specifications. If Transporter(s) are unable to deliver gas conforming to the above specifications, Customer may at its option suspend delivery and receipt of all or a portion of the gas to be transported hereunder, and upon such suspension shall be relieved of its obligations hereunder, including demand charges, for the duration of such time as the gas does not meet such specifications.

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GENERAL TERMS AND

CONDITIONS

Section 44.

Measurement Procedures and

Equipment 4.1 General Transporter and Customer must mutually agree to all matters pertaining to measurement practices, procedures, equipment and installations, not specifically covered herein. Instrumentation required to determine gas volumes, mass, and MMBtu will either be a combination of mechanical, electro/mechanical, pneumatic

mechanical, electro/pneumatic/mechanical, or electronic at the option of the Transporter. The accumulated data will be recorded on charts or stored in electronic flow computers.

4.2 Unit of Gas The unit of gas received and delivered by Transporter shall be 1 MMBtu. The number of MMBtu shall be determined by multiplying the number of standard cubic feet of gas, measured on the measurement basis hereinafter specified, by the total heating value of such gas in Btu per standard cubic foot as defined in Section 4.3 below, and by dividing the product by 1 million (1,000,000).

4.3 Determination of Volume and Unit Total Heating Value The volume and unit total heating value of gas shall be determined by the party performing measurement at point(s) of transfer using the following:

(a) The unit weight for the purpose of measurement shall be one (1) pound mass of gas; (b) For deliveries or receipts hereunder the average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and seven-tenths

(14.7) pounds per square inch for gas delivered south of 32 degrees Latitude, American Continent, and fourteen and four-tenths (14.4) pounds per square inch for

gas delivered north of 32 degrees Latitude, American Continent; (c) The average unit total heating value of the gas shall, at Transporter's option, be determined at each point of measurement by: (1) use of a spot sample taken during

each month to be analyzed on a gas chromatograph, (2) use of a sample taken by a continuous sampler to be analyzed on a gas chromatograph, or (3) use of an on-line gas chromatograph. If chromatographic analysis is used, the unit total heating value shall be calculated using the compound values contained in the American Gas

Association Gas Measurement Committee Report No. 3. September, 1985 (ANSI/API 2530 approval May, 1985), or any revision.

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Original Sheet No. 1601 Original Sheet No. 1601

GENERAL TERMS AND

CONDITIONS

Section 4

(Cont'd)

(d) The temperature of the gas for any day shall be determined by taking the arithmetic average of the hourly temperature readings, or by transmitting the temperature directly to a flow computer from a thermometer so installed as to properly sense the temperature of the gas passing through the meters; provided, however, that where quantities of gas metered will not be materially affected by doing so, the temperature of the gas for any day may be determined by any other recognized method which may be practical in the circumstances; and

(e) The specific gravity of the gas shall be determined for any day by taking the arithmetic average of the hourly reading or by transmitting the gravity directly to the flow computer from a gravitometer of approved type which shall be checked at least once each month by the use of an Edwards balance or by any other industry accepted method, by chromatographic analysis using the compound values contained in the American Gas Association Gas Measurement Committee Report No. 3. September, 1985 (ANSI/API 2530 approval May, 1985), or any revision thereof; provided, however, that where quantities of gas metered will not be materially affected by doing so, the specific gravity of the gas for any day may be determined by any other recognized method which may be practicable in the circumstances.

4.4 All orifice meter volumes shall be computed in accordance with the American Gas Association Measurement Committee Report No. 3, September, 1985 (ANSI/API 2530 approval May, 1985), including the Appendices thereto and modifications and amendments thereof.

4.5 All turbine meter volumes shall be computed in accordance with the American Gas Association Transmission Measurement Committee Report No. 7, November, 1984, including the Appendices thereto and modifications and amendments thereof.

4.6 In the cases where measurements shall be other than orifice or turbine meters all necessary factors for proper volume determination shall be applied.

4.7 Spot gas samples taken from the pipeline system for purposes of determining or deriving quantitative values that will be used in the computation of gas volume and Btu per cubic foot shall be obtained by use of the method contained in Gas Processors Association Publication Number GPA 2166-86, GPA Method for Obtaining Natural Gas Samples for Analysis by Gas Chromatography.

4.8 For purposes of instrument calibration and engineering formulae for volume and MMBtu computation, 30 inches of mercury shall equate to 14.73 psia. Conversion of volumes and MMBtu to other contractual conditions shall be made from the base of 14.73 psia.

CONDITIONS

Section 4

(Cont'd) 4.9 If it is determined prior to, or as a result of, in-service tests, experience and observation by either Customer or Transporter that pulsations exist that affect the measurement accuracy, then Customer will cause the installation of mechanical dampening equipment, at Customer's expense, necessary to eliminate such pulsations in agreement with the transporter and/or operator. Any such error in billing meter chart recordings detectable by high speed oscillographic analysis, fast rotation chart drives, or similar tests resulting in a volume computation error of greater than + .75 percent shall require that the otherwise computed volume be adjusted to compensate for the determined error.

4.10 If the method for determining the number of Btu's in a cubic foot of gas, as set forth by the Federal Energy Regulatory Commission (Commission) or successor agency is revised, both parties agree that this Agreement will be amended accordingly.

4.11 Check Measuring Equipment: Customer may install, maintain, and operate at its own expense, such check measuring equipment as it desires at or near the point of delivery, provided that such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment. Transporter shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating, and adjusting thereof and the changing of charts shall be done only by Customer.

4.12 Meters for Rural and Special Industrial Customers: Customer will install, maintain, and operate at its own expense measuring stations where gas is delivered for resale to rural customers and where gas is delivered from Customer's facilities to special industrial customers. At such station, Customer shall furnish and install all meters, regulators, and other pertinent equipment necessary to measure and regulate the delivery of gas in a manner consistent with that specified for the measuring of Transporter's deliveries to Customer and with proper distribution practice. Unless otherwise specified in the rate schedules or service agreement, Customer shall read such meters as it has installed or owns and shall bear all ordinary operating expenses incurred in connection with such service.

4.13 Calibration and Test of Equipment: The accuracy of all measuring equipment shall be verified at reasonable intervals, but neither party shall be required to verify the accuracy of the equipment more frequently than once in any thirty (30) day period. If either party desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test shall be borne by the party requesting such test.

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GENERAL TERMS AND

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Section 4

(Cont'd) If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts is not more than two (2) percent, then previous receipts shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computed receipts exceeds two (2) percent of a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test. It is recognized that the parties may mutually agree in writing to a more restrictive standard of error than the two (2) percent provided above. 4.14

Ownership and Right of Ingress and Egress: All regulating and measurement equipment so installed by either Transporter or Customer, together with any buildings erected for such equipment, shall be and remain the property of the respective party. In the event either party shall install equipment or structures on the property of the other party, the party owning such equipment shall have the right of right of free use and ingress and egress to such equipment and structures at all times for the purpose of installation, operation, repair, or removal. 4.15 Right to be Present: Transporter and the company receiving custody transfer shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring, calculating, or checking the measurement of deliveries of gas under this tariff. Transporter and the company receiving custody transfer shall each give the other notice of the time of all tests so that the other may conveniently have its representative present. The records from such measuring equipment shall remain the property of their owner, but, upon request, each will submit to the other its records and charts, together with calculations therefrom for inspection and verification, subject to return within thirty (30) days after receipt thereof. 4.16

Care Required: All installation of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance, and operation of pressure regulating equipment so as to prevent, so far as possible, any inaccuracy in the determination of the quantity of gas delivered under this tariff and such equipment shall be installed in accordance with Minimum Federal Safety Standards, Materials Transport Bureau, Office of Pipeline Safety Operations, Part 192, Title 49, Code of Federal Regulations, and with any other applicable regulations required by Transporter to insure integrity.



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**Original Sheet No. 1604** Original Sheet No. 1604

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(Cont'd) 4.17 Correction of Metering Errors--Failure of Meters: In the event a meter is out of service, or registering inaccurately, the volume of gas delivered shall be determined: (a) By using the registration of any check meter or meters, if installed and accurately registering; or, (b) In the absence of (a), by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations; or, (c) In the absence of both (a) and (b), then, by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately; or (d) In the absence of (a), (b), and (c), then by any mutually agreeable method. 4.18 Preservation of Metering Records: Transporter and Customer shall each preserve for a period of at least three years all test data, charts, and other similar records.

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**Sheet No. 1605** Sheet No. 1605

Sheet Nos. 1605 through 1699 Are Reserved For Future Use

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FERC Docket: RP08-392-000

Original Sheet No. 1700 Original Sheet No. 1700

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Section 55. Credit Requirements and Financial

Information The credit requirements and financial information contained in this Section 5 shall be applicable to all services rendered by Texas Gas and any results that may arise therefrom.

5.1 Credit Information and Financial Responsibility - At Texas Gas' request Customer shall provide the following: (a) A complete set of its most recent audited financial statements and interim financial statements since audit date, most recent annual report, most recent SEC Form 10-K and Form 10-Q, and applicable annual filings with other regulatory agencies. If audited financial statements are unavailable, Customer shall provide the most recent unaudited financial statements along with an attestation by its Chief Financial Officer that the information reflected in the unaudited statements is a true, current and fair representation of the Customer's financial position. (b) Any reports from credit rating and bond rating agencies which are available. (c) A list of all corporate affiliates, parent companies and subsidiaries. (d) A bank reference and at least three trade references. (e) A statement of the legal composition of the business (i.e., corporation, limited partnership, etc.) (f) A statement of the length of time the business has been in operation. (g) Verification that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidations or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. In the event that Customer is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, Customer shall so state. In such event, Customer's Request for Service shall be contingent upon Customer also providing adequate assurance that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction. (h) Verification that Customer is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the inability to exist as an on-going business entity.

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(i) Verification that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the Customer's ability to remain solvent.

5.2 Credit Evaluation (a) Texas Gas shall periodically, at its discretion or whenever it is not reasonably satisfied with Customer's creditworthiness or ability to pay based on information available to Texas Gas at that time, apply consistent credit evaluation practices to determine the acceptability of the Customer's overall financial condition. (b) Texas Gas' standard objective financial criteria shall include all of the following:

(i) Acceptable overall financial condition, working capital and profitability trends.

(ii) Acceptable bank and trade references.

(iii) If Customer has an on-going business relationship with Texas Gas, no delinquent balances should be consistently outstanding for services provided previously by Texas Gas and Customer must have paid its prior accounts according to the established terms and not have made deductions or withheld payment for claims not authorized by contract.

5.3 Security Requirements (a) If the Customer fails to meet Texas Gas' standard objective credit criteria (described in 5.2(b) above), Texas Gas will require Customer to provide security, in one of the forms described below, in order for service to commence or continue. (i) Prepayment in advance of an amount equal to up to three (3) months service at 100% load factor or the duration of the contract, whichever is shorter, including an amount to cover any cash-out costs that would be reasonably estimated to incur during this prepayment period. When such prepayment option is required of a Replacement Customer pursuant to Section 16 herein, such prepayment will not be collected by Texas Gas on behalf of the Releasing Customer and will not be paid to that Releasing Customer in the event of default, but will be applied by Texas Gas to the Replacement Customer's account, with the appropriate credits applied to the Releasing Customer's account as provided in Section 16.6 herein.

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Original Sheet No. 1702 Original Sheet No. 1702

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(ii) An irrevocable letter of credit drawn upon a bank acceptable to Texas Gas with a term of one year and of an amount equal to up to three (3) months service at 100% load factor, including an amount to cover any cash-out costs that would be reasonably estimated to incur during this prepayment period.

(iii) A guarantee, in form and substance executed by a person or another entity which does satisfy the credit appraisal criteria, of Customer's performance of its obligations to Texas Gas under the agreement with a term of one year and of an amount equal to up to three (3) months service at 100% load factor, including an amount to cover any cash-out costs that would be reasonably estimated to incur during this prepayment period.

(iv) Such other form of security as Customer may agree to provide and as may be acceptable to Texas Gas.

(b) Should Customer not provide required request by Texas Gas, Texas Gas may deny or suspend the service being furnished, and the exercise of such right shall be in addition to any and all other remedies available to Texas Gas.

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**Sheet No. 1703** Sheet No. 1703

Sheet Nos. 1703 through 1799 Are Reserved For Future Use

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Original Sheet No. 1800 Original Sheet No. 1800

GENERAL TERMS AND  
CONDITIONS Section 66. Points of Service 6.1.  
Receipts and Deliveries 6.1.1 The Receipt Point(s) for all gas transported by Texas Gas  
shall be at a mutually agreeable interconnection between Texas Gas' facilities and  
the facilities of Customer or Customer's designee. In the event  
of a capacity limitation on Texas Gas' system at any of the Point(s) of Receipt,  
Texas Gas has the right, in its reasonable discretion to curtail deliveries at such  
Points of Receipt in accordance with Sections 12.10, 12.11, and 13.2 of the General  
Terms and Conditions of this tariff. Customer then has the option to  
nominate and receive quantities of gas at the remaining Point(s) of Receipt.  
Should Customer's nominations at any particular Point(s) of Receipt  
exceed the quantity of gas available for receipt at such Point(s) of Receipt, it  
is the responsibility of Customer and its supplier to allocate the gas quantities  
actually available for receipt at such point(s). Texas Gas will require  
Predetermined Allocations at all Receipt Points in accordance with Section 13 of the  
General Terms and Conditions of this tariff. Texas Gas shall  
have the right to interrupt service to Customer under any Rate Schedule if total  
deliveries of gas to Texas Gas from Customer and from all other Customers under all  
Rate Schedules at any one point of receipt fall below a volume that can be  
accurately measured. Customer may then elect to change its point of receipt or  
equipment that will allow Texas Gas install, at Customer's expense, additional measuring  
gas receipts.  
Customer agrees to indemnify and hold harmless Texas Gas from any and all  
claims, suits, damages, or actions arising from the failure of Texas Gas to  
receive quantities of gas actually nominated by Customer at any particular Point(s)  
of receipt, resulting specifically from the situations described above.  
6.1.2 The Delivery Point(s) for all gas transported by Texas Gas shall be at a  
mutually agreeable interconnection between Texas Gas' facilities and the facilities  
of Customer or facilities of third-parties as may be applicable, or at such other  
point(s), as specified in the Service Agreement. Texas Gas will require  
Predetermined Allocations at all Delivery Points in accordance with Section 13 of  
the General Terms and Conditions of this tariff.

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**Fourth Revised Sheet No. 1801** Fourth Revised Sheet No. 1801

Superseding: Third Revised Sheet No. 1801

GENERAL TERMS AND CONDITIONS

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- 6.1.3 In the event of a capacity limitation on Texas Gas' system at any of the Point(s) of Receipt, Texas Gas has the right to curtail receipts for interruptible transportation services at such Points of Receipt in accordance with Section 10 of the General Terms and Conditions of this Tariff. Customer then has the option to nominate and receive quantities of gas at any of the remaining Point(s) of Receipt, subject to the availability of capacity.
- 6.1.4 Secondary Receipt and Delivery Points applicable to firm services shall be posted on Texas Gas' Internet Website.
- 6.2 Receipt and Delivery Points For Firm Services (FT and STF)
  - 6.2.1 Transportation under Rate Schedule FT and Rate Schedule STF shall be considered firm at both the Receipt and Delivery Point(s) to Customer for quantities delivered within Customer's transportation Contract Demand, and subject to scheduling and curtailment as provided in Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. Texas Gas shall be obligated to receive from Customer, or for the account of Customer, and redeliver to Customer, or for the account of Customer, on a firm basis, quantities of natural gas up to a specific daily transportation quantity which shall be Customer's firm transportation Contract Demand and Texas Gas' Maximum Daily Transportation Obligation. Additionally, Texas Gas shall be obligated to receive from Customer, or for the account of Customer, and redeliver to Customer, or for the account of Customer, on a firm basis, quantities of natural gas on a seasonal basis during the Winter Season up to Customer's Winter Quantity Entitlement and during the Summer Season up to Customer's Summer Quantity Entitlement.
  - 6.2.2 Subject to the provisions of Section 3.3 of Rate Schedule FT, for FT contracts, the firm transportation Contract Demand must be a daily transportation quantity which is the same for each day of the contract term, which term must be for at least 12 consecutive months of service. For service under Rate Schedule STF, the daily contract Demand may vary by month and season within a contract term and must be stated for each month of the requested contract period.
  - 6.2.3 FT and STF Customers will designate firm primary receipt point capacity within any allocated, awarded, or grandfathered supply lateral capacity rights. Texas Gas will not limit the number of primary receipt points available to an FT or STF Customer. Primary receipt point capacity will be allocated on a first come, first-served basis, with Customers requesting capacity on the same day (or during any approved "open season" period) treated as being the same in time. If capacity at any receipt point is oversubscribed such capacity will be allocated pro rata among the parties same in time, based on the capacity requested by each Customer, not to exceed any Customer's applicable supply lateral rights.
  - 6.2.4 Customers shall also have use of Secondary Receipt Points located within the same zone as their Primary Receipt Point and in zones downstream of their Primary Receipt Point(s) but upstream of the Customer's Primary Delivery Point. Scheduling and curtailment of gas receipts for an FT or STF Customer at a Secondary Point of Receipt shall be subject to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.



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**Substitute First Revised Sheet No. 1802** Substitute First Revised Sheet No. 1802

Superseding: Original Sheet No. 1802

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- 6.2.5 Customers transporting gas pursuant to Rate Schedules FT or STF shall designate one or more Primary Delivery Points where capacity is reserved on a firm basis. The sum of capacity reserved at the Primary Delivery Point(s) cannot exceed the Customer's Applicable firm transportation Contract Demand. Such limitation, however, is not intended to prevent a Customer from releasing its firm capacity in segments pursuant to Section 16 of the General Terms and Conditions herein. Direct-served LDC Customers with multiple city-gate meters delivering into the service area of the LDC in one of Texas Gas' service zones will be treated as a single delivery point, subject to the physical capability of Texas Gas' pipeline system. For purposes of determining amount of primary delivery point capacity reserved by an FT or STF Customer, primary delivery point capacity reserved by Replacement Customers under their FT or STF Service Agreement shall not be considered as primary delivery point capacity reserved under the Releasing Customer's FT or STF Service Agreement, as applicable.
- 6.2.6 FT and STF Customers will have access to Secondary Delivery Points on a firm basis upstream of their Primary Delivery Points. In addition, FT and STF Customers will have access to Secondary Delivery Points downstream of their Primary Delivery Points on an interruptible basis, if such points are located within the same service zone as their Primary Delivery Point(s). Curtailment of gas deliveries to an FT or STF Customer at a Secondary Point of Delivery shall be subject to Section 12 of the General Terms and Conditions of this Tariff.
- 6.2.7 Provided Texas Gas' prior consent is obtained, Customer may tender quantities of gas in excess of the transportation Contract Demand on any day if such tender and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff), and if such transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.

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- 6.3 Receipt and Delivery for No Notice Services (NNS, NNL, SGT, and SGL)
- 6.3.1 Transportation under Rate Schedules NNS, NNL, SGT, and SGL shall be considered firm at the Receipt Point(s) for quantities up to Customer's Nominated Daily Quantity and at the Delivery Point(s) for quantities up to Customer's Contract Demand, and subject to curtailment as provided in Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. Texas Gas shall be obligated to receive from Customer, or for the account of Customer, quantities of natural gas up to Customer's Nominated Daily Quantity and redeliver to Customer, or for the account of Customer, quantities of natural gas up to Customer's Contract Demand on a firm basis. Additionally, Texas Gas shall be obligated to receive from Customer, or for the account of Customer, and redeliver to Customer, or for the account of Customer, and redeliver to Customer, or for the account of Customer, on a firm basis, quantities of natural gas on a seasonal basis during the Winter Season up to Customer's Winter Quantity Entitlement and during the Summer Season up to Customer's Summer Quantity Entitlement.
- 6.3.2 NNS, NNL, SGT, and SGL Customers will designate firm primary receipt point capacity for Customer's Nominated Daily Quantity within any allocated, awarded, or grandfathered supply lateral capacity rights. Texas Gas will not limit the number of primary receipt points available to an NNS, NNL, SGT, or SGL Customer. Primary receipt point capacity will be allocated on a first come, first-served basis, with Customers requesting capacity on the same day (or during any approved "open season" period) treated as being the same in time. If capacity at any receipt point is oversubscribed such capacity will be allocated pro rata among the parties same in time, based on the capacity requested by each Customer, not to exceed any Customer's applicable supply lateral rights or Nominated Daily Quantity.
- 6.3.3 Customers shall also have use of Secondary Receipt Points located within the same zone as their Primary Receipt Point and in zones downstream of their Primary Receipt Point(s) but upstream of the Customer's Primary Delivery Point up to Customer's Nominated Daily Quantity. Scheduling and curtailment of gas receipts for an NNS, NNL, SGT, or SGL Customer at a Secondary Point of Receipt shall be subject to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 6.3.4 Customers transporting gas pursuant to the NNS, NNL, SGT, or SGL Rate Schedules shall designate one or more Primary Delivery Points where capacity is reserved on a firm basis. The sum of capacity reserved at the Primary Delivery Point(s) cannot exceed the Customer's Contract Demand. Such limitation, however, is not intended to prevent a Customer from releasing its firm capacity in segments pursuant to Section 16 of the General Terms and Conditions herein. Direct-served LDC Customers with multiple city-gate meters delivering into the service area of the LDC in one of Texas Gas' service zones will be treated as a single delivery point, subject to the physical capability of Texas Gas' pipeline system. For purposes of determining amount of primary delivery point capacity reserved by an NNS, NNL, SGT, or SGL Customer, primary delivery point capacity reserved by Replacement Customers under their NNS, NNL, SGT, or SGL Service Agreement shall not be considered as primary delivery point capacity reserved under the Releasing Customer's applicable Service Agreement.

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**First Revised Sheet No. 1804** First Revised Sheet No. 1804

Superseding: Substitute Original Sheet No. 1804

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(Cont'd)

- 6.3.5 NNS, NNL, SGT, and SGL Customers will have access to Secondary Delivery Points on a firm basis upstream of their Primary Delivery Points up to Customer's Contract Demand. In addition, NNS, NNL, SGT, and SGL Customers will have access to Secondary Delivery Points downstream of their Primary Delivery Points on an interruptible basis, if such points are located within the same service zone as their Primary Delivery Point(s). Curtailment of gas deliveries to an NNS, NNL, SGT, or SGL Customer at a Secondary Point of Delivery shall be subject to Section 12 of the General Terms and Conditions of this Tariff.
- 6.3.6 Provided Texas Gas' prior consent is obtained, Customer may tender quantities of gas in excess of the Nominated Daily Quantity on any day if such tender and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) if such transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.
- 6.4 Receipt and Delivery Points for Summer No Notice Service (SNS) and Winter No Notice Service (WNS)
- 6.4.1 Transportation under Rate Schedules SNS and WNS shall be considered firm at the Receipt Point(s) for quantities up to Customer's Nominated Daily Quantity-SNS and Nominated Daily Quantity-WNS and at the Delivery Point(s) for quantities delivered up to Customer's Contract Demand, and subject to curtailment as provided in Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. Texas Gas shall be obligated to receive from Customer, or for the account of Customer, quantities of natural gas up to Customer's Nominated Daily Quantity and redeliver to Customer, or for the account of Customer, quantities of natural gas up to Customer's Contract Demand on a firm basis. Additionally, Texas Gas shall be obligated to receive from Customer, or for the account of Customer, and redeliver to Customer, or for the account of Customer, on a firm basis, quantities of natural gas on a seasonal basis during the Summer season up to Customer's Summer Quantity Entitlement-SNS and during the Winter season up to customer's Winter Quantity Entitlement-WNS.
- 6.4.2 SNS and WNS Customers will designate firm primary receipt point capacity for Customer's Nominated Daily Quantity-SNS or -WNS within any allocated, awarded, or grandfathered supply lateral capacity rights. Texas Gas will not limit the number of primary receipt points available to an SNS or WNS Customer. Primary receipt point capacity will be allocated on a first come, first-served basis, with Customers requesting capacity on the same day (or during any approved "open season" period) treated as being the same in time. If capacity at any receipt point is oversubscribed such capacity will be allocated pro rata among the parties same in time, based on the capacity requested by each Customer, not to exceed any Customer's applicable supply lateral rights or Nominated Daily Quantity-SNS or -WNS.
- 6.4.3 Customers shall also have use of Secondary Receipt Points located within the same zone as their Primary Receipt Point and in zones downstream of their Primary Receipt Point(s) but upstream of the Customer's Primary Delivery Point up to Customer's Nominated Daily Quantity-SNS or -WNS. Curtailment of gas receipts for an SNS or WNS Customer at a Secondary Point of Receipt shall be subject to Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

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- 6.4.4 Customers transporting gas pursuant to Rate Schedule SNS or WNS shall designate one or more Primary Delivery Points where capacity is reserved on a firm basis. The sum of capacity reserved at the Primary Delivery Point(s) cannot exceed the Customer's Applicable firm transportation Contract Demand. Such limitation, however, is not intended to prevent a Customer from releasing its firm capacity in segments pursuant to Section 16 of the General Terms and Conditions herein. For purposes of determining amount of primary delivery point capacity reserved by an SNS or WNS Customer, primary delivery point capacity reserved by Replacement Customers under their SNS or WNS Service Agreements shall not be considered as primary delivery point capacity reserved under the Releasing Customer's SNS or WNS Service Agreement.
- 6.4.5 SNS or WNS Customers will have access to Secondary Delivery Points on a firm basis upstream of their Primary Delivery Points up to Customer's Contract Demand. In addition, SNS or WNS Customers will have access to Secondary Delivery Points downstream of their Primary Delivery Points on an interruptible basis, if such points are located within the same service zone as their Primary Delivery Point(s). Curtailment of gas deliveries to an SNS or WNS Customer at a Secondary Point of Delivery shall be subject to Section 12 of the General Terms and Conditions of this Tariff.
- 6.4.6 Provided Texas Gas' prior consent is obtained, Customer may tender quantities of gas in excess of the Nominated Daily Quantity, or take quantities in excess of Customer's Contract Demand, on any day if such tender and transportation of such gas can be accomplished by Texas Gas without detriment to any other Customer under any of Texas Gas' transportation rate schedules (see Section 12 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff) if such transportation is compatible to Texas Gas' system operation requirements. Subject to the foregoing restrictions, Texas Gas' consent shall not be unreasonably withheld.
- 6.5 TAPS Service Receipt and Delivery Points
- 6.5.1 The Receipt Point(s) for all gas transported by Texas Gas under Rate Schedule TAPS shall be at a mutually agreeable interconnection between Texas Gas' facilities and the facilities of Customer or Customer's Designee located in the same Texas Gas service zone as Customer's Pooling Delivery Point.
- Texas Gas shall have the right to interrupt service under Rate Schedule TAPS if total deliveries of gas to Texas Gas from all customers under all Rate Schedules at any one point of receipt fall below a volume that can be accurately measured.
- Should Customer's nominations at a particular Point or Points of Receipt exceed the quantity of gas available for receipt at such Point of Receipt, it is the responsibility of Customer and its supplier to allocate the quantities actually available for receipt at that point. Texas Gas will require Predetermined Allocation Agreements at all receipt points in accordance with Section 13 of the General Terms and Conditions of this tariff.
- Customer agrees to indemnify and hold harmless Texas Gas from any and all claims, suits, damages, or actions arising from the failure of Texas Gas to receive quantities of gas actually nominated by Customer at a particular Point or Points of Receipt, resulting specifically from the situations described above.

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**First Revised Sheet No. 1806** First Revised Sheet No. 1806

Superseding: Original Sheet No. 1806

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6.5.2 The Delivery Point(s) for all gas transported by Texas Gas under Rate Schedule TAPS shall be at the Pooling Point(s). Texas Gas will require a priority list for scheduling and curtailing gas deliveries, in cases of gas supply shortage or curtailment, from Customer's Pooling Delivery Point to downstream Corresponding Transportation Agreements.

6.6 Service Zones

Gas service under this tariff is divided into the following service zones: Zone SL (Southern Louisiana) is comprised of the area served from the pipeline system which lies south of the point of intersection of the Bastrop-Eunice mainline and the Red River in Rapides Parish, Louisiana.

Zone 1 is comprised of the area served from (a) the pipeline system extending generally from Lisbon, Louisiana, to Memphis, Tennessee, and thence to Jackson, Tennessee, by means of the system which was formerly owned and operated by the Memphis Natural Gas Company prior to its merger into Texas Gas Transmission, LLC, (b) the main transmission pipeline system extending from Panola County, Texas, to the Bastrop Compressor Station, (c) the system extending northward from the point of intersection of the Bastrop-Eunice line and the Red River in Rapides Parish, Louisiana, to the Bastrop Compressor Station, and (d) the system extending from the Bastrop Compressor Station to the point of intersection of the main transmission pipeline with the county line between the counties of Lauderdale and Dyer, Tennessee; provided, however, the Fayetteville and Greenville Laterals, as more fully defined below, are subject to incremental rates and are not a part of Zone 1. For purposes of pooling under Rate Schedule TAPS, the Fayetteville Lateral Phase I (the first 66 miles of the Fayetteville Lateral, from Conway County, Arkansas to the Bald Knob area in White County, Arkansas), the Fayetteville Lateral Phase II (the remainder of the Fayetteville Lateral from White County, Arkansas to the interconnect with Texas Gas' mainline), and the Greenville Lateral may each be considered a separate Service Zone.

The Fayetteville Lateral is comprised of the area served from the pipeline system beginning in Grandview, Arkansas and extending due east through Faulkner, Cleburne, and White County into Woodruff County, Arkansas, then turning southeast through Woodruff, St. Francis, Lee and Phillips County, Arkansas, across the Mississippi River near Helena, Arkansas to the terminus of Texas Gas' mainline system in Coahoma County, Mississippi.

The Greenville Lateral is comprised of the area served from Texas Gas' Greenville Compressor Station beginning in Washington County, Mississippi, and traversing east-southeast through Washington, Sunflower, Humphreys, and Holmes County to the southern portion of Attala County, Mississippi.

Zone 2 is comprised of the area served from the main transmission pipeline system between the point of intersection of said pipeline with the county line between the counties of Lauderdale and Dyer, Tennessee, and a point on said pipeline system at the intersection with the county line between the counties of Lyon and Caldwell, Kentucky.

Zone 3 is comprised of the area served in the western part of Kentucky, southwestern and central Indiana, and southeastern part of Illinois by means of the system formerly owned and operated by the Kentucky Natural Gas Corporation prior to its merger into Texas Gas Transmission, LLC and shall also include the area served from the main transmission pipeline system from the point of intersection of said pipeline with the county line between the counties of Lyon and Caldwell, Kentucky, and the point of intersection of said pipeline with the county line between the counties of Breckenridge and Hancock, Kentucky.

Zone 4 is comprised of the area served from the main transmission pipeline system from the point of intersection of said pipeline with the county line between the counties of Breckenridge and Hancock, Kentucky, and the terminus of the pipeline near Lebanon, Ohio.

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**Sheet No. 1807** Sheet No. 1807

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**First Revised Sheet No. 1900** First Revised Sheet No. 1900

Superseding: Original Sheet No. 1900

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7. Operating Conditions

7.1 Delivery Pressure

- (a) Customer shall cause delivery of the gas at the Point(s) of Receipt at a pressure sufficient to allow the gas to enter Transporter's pipeline system at the varying pressures that may exist on Transporter's system from time to time, provided, however, that the pressure of the gas delivered by Customer shall not be more than the maximum allowable operating pressure (MAOP) of Transporter's pipeline. In the event that the MAOP of the pipeline is reduced or increased, then the maximum pressure of the gas received by Transporter at the Point(s) of Receipt shall be correspondingly reduced or increased upon written notification by Transporter to Customer.
- (b) Transporter shall deliver the gas transported hereunder to or for the account of Customer at the Point(s) of Delivery at the varying pressures that may exist on the Transporter's pipeline system from time to time; provided, however, that the pressure of the gas delivered by Transporter shall not be more than the MAOP of Transporter's pipeline. In the event that the MAOP of Transporter's pipeline is reduced or increased then the maximum pressure of the gas delivered by Transporter for the account of Customer at the Point(s) of Delivery shall be correspondingly reduced or increased upon written notification by Transporter to Customer.
- (c) Transporter may agree with any Customer to a minimum and/or maximum pressure for any Point of Receipt/Delivery, if in Transporter's reasonable determination such pressure is operationally feasible and does not adversely affect any firm service on Transporter's system. Any agreed-to pressure shall apply to all Customers at the Point of Receipt/Delivery.

7.2 Other Operating Provisions

- (a) Customer shall make all necessary arrangements with other parties at or upstream of the point(s) of receipt where it tenders gas to Texas Gas for transportation. Such arrangements shall be coordinated with Texas Gas' Nomination and Allocation Department.
- (b) If the natural gas offered for transportation hereunder fails at any time to conform to the quality provisions in Section 3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, then Texas Gas shall notify Customer of such failure and may, at its option, refuse to accept delivery pending corrective action by Customer.
- (c) Texas Gas shall not be required to perform or to continue to perform service under this Rate Schedule on behalf of any Customer that has applied for bankruptcy under Chapter 11 of the Bankruptcy Code or on behalf of any Customer who, at Texas Gas' reasonable discretion, fails to demonstrate minimal creditworthiness, pursuant to Section 5 hereof; provided, however, such Customer may receive service under the appropriate transportation Rate Schedule if said Customer provides adequate security pursuant to Section 5.3 of this tariff.

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Original Sheet No. 1901 Original Sheet No. 1901

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(Cont'd) (d) Texas Gas shall not be required to perform service under any transportation Rate Schedule, subject to the obtaining of any necessary approvals, for or on behalf of any Customer that is in arrears with Texas Gas of any charge, rate, or fee authorized by the Commission under any Rate Schedule on file with the Commission; provided, however, the provisions of Section 15.9 of the General Terms and Conditions of this tariff shall govern with regard to any bona fide dispute or non-payment. (e) Texas Gas shall not be required to perform service under any Transportation Rate Schedule, subject to the obtaining of any necessary approvals, on behalf of any Customer that fails to comply with any and all of the terms of the applicable Rate Schedule and with the terms of Customer's Transportation Service Agreement with Texas Gas. (f) Customer agrees that, with respect to transportation transactions under which a Customer is acting as agent for or on behalf of a third party, any priority to capacity arising from that transaction will be deemed to have been acquired by the real party in interest involved in such transaction, i.e., that party actually receiving the gas either for consumption or for its system supply. (g) As between Texas Gas and Customer, Texas Gas shall have no obligation whatsoever to odorize the natural gas delivered hereunder, nor to maintain any odorant levels in such natural gas. Notwithstanding anything to the contrary in the Agreement, Customer agrees to indemnify and hold harmless Texas Gas, its officers, agents, employees, and contractors against any liability, loss, or damage, including costs and attorneys' fees, whether or not such liability, loss, or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Customer or by any person, association, or entity, public, or private, that is not a party to this Agreement, where such liability, loss, or damage is suffered by Texas Gas, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged failure by Customer, Texas Gas, and/or any other person, association, or entity, public or private, to odorize the natural gas or product after delivery hereunder or to maintain any odorant levels in such natural gas or product.



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**Sheet No. 1902** Sheet No. 1902

Sheet Nos. 1902 through 1999 Are Reserved For Future Use

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**Second Revised Sheet No. 2000** Second Revised Sheet No. 2000

Superseding: First Revised Sheet No. 2000

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8. Request for Service Process

8.1 Request for Service

Texas Gas will post its available firm capacity on the Texas Gas Internet Website.

A Request for Service is required to initiate a new service agreement or a change to an existing service agreement; provided that, a Request for Service is not required for agreement extensions subject to the bilateral evergreen or unilateral rollover provisions of Section 10.2, unless such extensions involve changes subject to auction and bidding procedures of Section 11.1. Within a reasonable time after submission of a Request for Service, Texas Gas and Customer shall agree upon the quantities of gas to be transported by Texas Gas. Except as otherwise provided above, any increase or decrease in transportation Contract Demand is subject to the Request for Service process; provided, however, that a decrease in transportation Contract Demand is not subject to the auction and bidding procedures of Section 11.1. Contract Demand may be increased or decreased upon mutual agreement by the parties through an amendment to the existing service agreement or through execution of a new service agreement; provided, however, that Contract Demand may be decreased only at the end of the term of an agreement for an extension of such agreement, except as specified in Section 8.8 of the General Terms and Conditions. A Request for Service shall be submitted on the applicable Transportation Request Form available under the "Forms" link on the Texas Gas Internet website. A Request for Service shall be submitted to Texas Gas by facsimile to the applicable number or by e-mail as specified on the Transportation Request Form. The information required for a valid Request for Service is specified below.

8.2 The Queue

Each Request for Service will be logged based upon the date and time received. This log is referred to herein as the "Queue." The Queue is used to track Requests for Service and to ensure that Requests for Service are evaluated on a first-come, first-served basis. Transportation Request Forms received pursuant to an ongoing auction will not be added to the Queue but will be maintained as part of auction documentation, and the Transportation Request Form submitted by the Customer(s) who are deemed to have best bid(s) will be validated and used to prepare the service agreement(s) for awarded capacity.

A Request for Service which does not contain all information specified in 8.3.1 (a)-(h), 8.3.2 (a)-(e), and, if applicable, 8.3.4 ("Minimum Information") will be immediately removed from the Queue. If a Customer whose Request for Service was removed from the queue in accordance with the previous sentence provides all missing information, the Request for Service will be logged into the Queue based on the date and time such information is received.

A Request for Service which contains the Minimum Information but is otherwise incomplete or unsubstantiated will maintain its queue position; however such Request for Service will be removed from the Queue if such information is not provided within one (1) Business Day of notification by Texas Gas.

Texas Gas shall, within three (3) Business Days from the receipt of a Request for Service, notify a Customer whose Request for Service is determined to be invalid in accordance with Section 8.3 of these General Terms and Conditions and shall state the reason(s) that the Request for Service is invalid. A Request for Service that is determined to be invalid will be removed from the Queue.

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**First Revised Sheet No. 2001** First Revised Sheet No. 2001

Superseding: Original Sheet No. 2001

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8.3 Valid Request for Service Requirements

A valid Request for Service shall contain the applicable information specified in this Section 8.3. A Request for Service will not be considered to be valid until a Customer has met the credit / security requirements of Section 5 of these General Terms and Conditions. Except as provided below, a Request for Service will be deemed invalid when received more than six (6) months prior to the commencement of service.

A Request for Service can be received and processed more than six (6) months prior to the commencement of service if the Request for Service is associated with:

- an open season;
- termination of an existing service agreement on another pipeline;
- installation of a new physical receipt or delivery meter;
- construction of new pipeline facilities required to serve a new receipt or delivery point;
- modification of facilities that will result in a material increase in gas production or usage;
- reservation of capacity for Expansion/Extension Projects in accordance with Section 20.4 of the General Terms and Conditions; or
- a new firm service agreement with a primary term of at least five (5) years.

A Customer submitting a Request for Service more than 6 months before service commences shall submit to Texas Gas written evidence that one or more of the above conditions exist. Failure to provide such written evidence shall render the Request for Service invalid.

In addition, an existing firm transportation Customer that does not have a right of first refusal or an evergreen clause in its contract may request to extend such contract more than six (6) months prior to the termination of such contract, subject to (1) the availability of firm capacity, (2) negotiation of the transportation rate and (3) the posting and bidding requirements of Section 11.1. Furthermore, an existing firm transportation Customer that does have a right of first refusal or an evergreen clause in its contract may request to extend such contract more than six (6) months prior to the termination of such contract, subject to negotiation of the transportation rate, but without being subject to the posting and bidding requirements of Section 11.1.

8.3.1 Information for All Service Requests

- (a) Customer Identity - The identity of the Customer making the Request for Service, including the legal name of the Customer, the type of entity (i.e. corporation, limited partnership, etc.) and the Customer's DUNS Number shall be provided.
- (b) Contact / Billing - Customer shall provide address, phone, e-mail, and other contact information for ongoing business, notices and billings.
- (c) Credit Information - Customer shall provide credit information as required by Texas Gas in accordance with Section 5 of the General Terms and Conditions. Service is contingent upon a satisfactory credit appraisal and maintenance of a satisfactory credit record pursuant to Section 5 of the General Terms and Conditions. Texas Gas may require information, deny service, or require security as set forth in Section 5 of the General Terms and Conditions.
- (d) Request Type - Customer must indicate if the Request for Service is for new service or to amend an existing contract. Amendment Requests require the existing Contract Number.

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- (e) Rate Schedule - Customer shall indicate the applicable Rate Schedule
- (f) Rate - Customer shall provide its requested rate for evaluation. The maximum rate will otherwise apply.
- (g) Term of service -
  - (1) Customer shall provide the date service is requested to commence.
  - (2) Customer shall provide the requested duration of service in accordance with the applicable rate schedule.
- (h) Customer Statements - Customer shall include statements which provide that:
  - (1) Customer has title to the gas, or has the contractual right to deliver, or cause to be delivered, such gas to Texas Gas for transportation.
  - (2) Customer 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 transportation through Texas Gas' system.
- (i) Customer Type - Customer shall indicate whether it is a local distribution company, an interstate pipeline, an intrastate pipeline, an end-user, a producer or a marketer.
- (j) Agency Agreement - If the transportation agreement is to be signed with a party acting as agent for a principal, then a copy of the Agency Agreement must be provided.
- (k) Other Information - Customer shall provide such other information as is required to comply with regulatory requirements.

8.3.2 Information for All Firm Services

- (a) Gas quantities - Customer shall provide the Contract Demand stated in MMBtus, which will represent Texas Gas' maximum daily quantities to be provided under the applicable Rate Schedule. Customer shall indicate if Customer is willing to accept a lesser quantity based upon capacity availability or auction results. Customers requesting service with Seasonal Quantities shall indicate the requested quantity levels by season. Customers requesting service with varying Contract Demand levels within the term of the firm agreement shall indicate the requested quantities by time period.
- (b) Maximum Quantity Obligation - For each Primary Point of Receipt and Primary Point of Delivery, as specified below, the maximum quantity obligation for each point shall be stated individually in MMBtus. The sum of the maximum quantities stated for all Primary Delivery Points cannot exceed the total Contract Demand.
- (c) Primary Point(s) of Receipt - Customer shall provide the point(s) of entry into Texas Gas' system where Customer desires capacity to be reserved on a firm basis.
- (d) Supply Lateral Capacity - To the extent Customer's Request for Service includes capacity in Zones SL or 1, Customer shall indicate whether it desires Supply Lateral Capacity and, if so, shall state the capacity for each desired Supply Lateral in compliance with Section 8.6.2 below.

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- (e) Primary Point(s) of Delivery - Customer shall provide the Point(s) of Delivery by Texas Gas where Customer desires capacity to be reserved on a firm basis. Direct-served LDC Customers of Texas Gas with multiple city-gate meters delivering into their service area in a particular Texas Gas rate zone will be treated as a single delivery point unless such delivery points are located on market laterals as identified in Section 17.3(c), in which case multiple city-gate meters for each service area on each market lateral will be treated as a single delivery point.
- (f) Capacity on Other Pipelines - To the extent Customer designates a Primary Receipt Point which utilizes Texas Gas' capacity on another pipeline, the availability of such capacity is subject to the terms and conditions of Texas Gas' Firm Transportation Service Agreement and/or lease on the other pipeline.
- (g) Affiliation - Any affiliation between Texas Gas and the potential Customer or between a releasing and replacement shipper must be provided.

8.3.3 Information for Interruptible Services

- (a) Point(s) of Receipt - Point(s) of Receipt are the point(s) of entry into Texas Gas' system. The Texas Gas master receipt point listing is available on the Texas Gas Internet website.
- (b) Point(s) of Delivery - Point(s) of Delivery are the point(s) where gas is to be delivered by Texas Gas.
- (c) Gas quantities - Customer shall provide maximum daily quantities, stated in MMBtus, which it desires to be provided under the applicable Rate Schedule.

8.3.4 Storage Services

Customer shall supply information regarding the requested Maximum Seasonal Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity and other information as required for the requested service.

8.3.5 TAPS Service

- (a) Point(s) of Receipt Requirement - Only those receipt points located in the same Service Zone as the Pooling Delivery Point will be available in the Transportation Aggregation Pooling Service Agreement. The Texas Gas master receipt point listing is available on the Texas Gas Internet website.
- (b) Point(s) of Delivery - Point(s) of Delivery are the Pooling Point(s) where Texas Gas will deliver gas for redelivery to a Corresponding Transportation Agreement.
- (c) Gas quantities - Customer shall provide the maximum daily quantities, stated in MMBtus, which it desires to be provided under the applicable Rate Schedule.

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8.4 Service in More Than One Service Zone

Where Transporter is to deliver gas to Customer in more than one service zone of Transporter, Transporter's charges for gas delivered to Customer shall be computed separately for each zone under applicable rate schedules.

8.5 Election of Rate Schedule

Except for capacity made available by auction or open season where Texas Gas has specified the type of service applicable to the capacity being offered, Customer may choose the rate schedule applicable to their capacity on their Request for Service, subject to the following conditions:

- 8.5.1 Customer receiving service initially: A Customer receiving service from Texas Gas for the first time shall have the option to elect to receive service under whichever of Texas Gas' rate schedules are available for service to such Customer.
- 8.5.2 Customer receiving service under Texas Gas' "SGT" Rate Schedule: A Customer having received service from Texas Gas under an "SGT" Rate Schedule for at least 12 consecutive months may elect to take service under an available "NNS" Rate Schedule, effective as of the beginning of any month, by giving Texas Gas at least 60 days advance written notice and by executing a new service agreement for service under such "NNS" Rate Schedule. A Customer having thus changed its election may resume service under the "SGT" Rate Schedule, if the Customer meets all qualifications for service under such Rate Schedule, effective as of the beginning of any month, after a period of at least 12 months' service under the "NNS" Rate Schedule, and upon at least 60 days advance written notice to Texas Gas and the execution of a new service agreement for service under the "SGT" Rate Schedule.
- 8.5.3 Customer receiving service under Texas Gas' "SGL" Rate Schedule: A Customer, having received service from Texas Gas under an "SGL" Rate Schedule for at least 12 consecutive months, may elect to take service under an available "NNL" Rate Schedule, effective as of the beginning of any month, by giving Texas Gas at least 60 days advance written notice and by executing a new service agreement for service under such "NNL" Rate Schedule. A Customer having thus changed its election may resume service under the "SGL" Rate Schedule, if the Customer meets all qualifications for service under such Rate Schedule, effective as of the beginning of any month, after a period of at least 12 months' service under the "NNL" Rate Schedule, and upon at least 60 days advance written notice to Texas Gas and the execution of a new service agreement for service under the "SGL" Rate Schedule.

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8.5.4 Conversion of Service to Rate Schedule NNL or SGL: A Customer receiving no-notice service from Texas Gas under its "NNS" Rate Schedule may elect to convert all or part of its no-notice service to "NNL" Rate Schedule, or a Customer receiving no-notice service from Texas Gas under its "SGT" Rate Schedule may elect to convert all or part of its no-notice service to "SGL" Rate Schedule, as follows: Customer shall give Texas Gas at least 90 days advance written notice of its desire to convert. Within 45 days of the receipt of such written notice, Texas Gas and Customer shall negotiate in good faith a sales price for the corresponding volume of working gas in storage. After Texas Gas and Customer agree to a mutually acceptable price for the sale of the working gas, then Customer shall execute a new service agreement converting the existing no-notice service to service under Texas Gas Rate Schedule NNL or SGL, as applicable. The new NNL or SGL service agreement shall begin on the mutually agreed-upon date set forth in the new NNL or SGL service agreement and shall continue for a term expiring no earlier than April 1 of the year subsequent to the expiration date specified in the NNS or SGT service agreement being converted. If Texas Gas and Customer are unable to agree to a mutually acceptable price for the working gas within 45 days of Texas Gas' receipt of Customer's written notice to convert, then Customer's request to convert to NNL or SGL shall be deemed withdrawn and Customer's NNS or SGT service will continue pursuant to the terms of Customer's existing NNS or SGT service agreement.

8.6 Supply Lateral Capacity

8.6.1 Use of any allocated, awarded, or grandfathered supply lateral capacity provides Customer the right to (1) change primary receipt point capacity reserved on supply laterals with such ability being limited only by Customer's capacity rights on each supply lateral and by the availability of firm receipt point capacity, and (2) release unused capacity on supply laterals pursuant to the terms and conditions of Texas Gas' capacity release program.

8.6.2 Texas Gas will post any of its available firm capacity on its supply laterals on its Internet website on the same basis as it posts other available firm capacity. Supply lateral capacity is subject to the Request for Service, posting, and bidding processes as set forth in Sections 8 and 11. In new firm service agreements executed on or after July 3, 2007, Customers shall receive supply lateral capacity allocations of up to 119% of the effective daily Contract Demand but not more than 100% of the effective contract demand, on any individual supply lateral, as selected by Customer from the available supply lateral capacity. Any supply lateral capacity allocated on or after July 3, 2007, shall not be grandfathered supply lateral capacity as set forth in Sections 8.6.3 and 8.6.4 below.

8.6.3 All firm supply lateral capacity allocations and primary receipt point designations within such supply lateral capacity allocations for firm service agreements in existence on July 2, 2007 are grandfathered. Such grandfathered supply lateral capacity allocations will remain in full force and effect for the life of Customer's applicable contract, including any automatic rollover or evergreen terms, and will be subject to Customer's right of first refusal, if applicable, pursuant to Section 10 of these General Terms and Conditions. A listing of the grandfathered supply lateral capacity allocations and existing primary receipt point designations within such supply lateral capacity allocations will be posted to Texas Gas' Internet Website.

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8.6.4 Firm Customers may trade grandfathered firm supply lateral capacity rights among themselves; however, all such trading must be done through Texas Gas' Internet Website. All supply lateral trades must be for equal amounts of capacity on different supply laterals. Firm Customers desiring to trade their supply lateral capacity rights must provide Texas Gas with the following information to post to its Internet Website:

- (a) Supply lateral(s) on which Customer is willing to reduce its firm capacity rights and the amount of capacity Customer is willing to trade away.
- (b) Supply lateral(s) on which Customer desires to increase its firm capacity rights and the amount of additional capacity Customer desires.
- (c) The date that Customer requests this capacity trade to be effective.
- (d) Name of Customer and appropriate party contact regarding supply lateral trade.

8.7 Capacity Evaluation

Upon determination that a Request for Service is valid, Texas Gas shall determine if the requested capacity is available. If Texas Gas cannot satisfy the Request for Service, Texas Gas shall notify the Customer and such Request for Service shall be removed from the Queue. If the requested capacity is available, except as otherwise provided herein, the Request for Service shall be handled pursuant to the posting and bidding procedures provided in Section 11.1 of these General Terms and Conditions.



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8.8 Capacity Reduction Provisions

The provisions of this Section 8.8 are only applicable to Rate Schedules NNS, NNL, SGT, and SGL.

- (a) If a shipper utilizing Texas Gas' transmission facilities bypasses an existing NNS, NNL, SGT, or SGL Customer's (referred to collectively in this Section 8.8 as "No-notice Customer") facilities to provide direct service to an entity that is currently receiving service from such No-notice Customer then the affected No-Notice Customer may reduce the applicable contract demand by an amount not to exceed the contract demand lost as a direct result of the bypass. The No-notice Customer shall provide written notice to Texas Gas of its desired contract demand reduction. Such reduction shall become effective on the latter of 60 days following receipt of such notice or the effective date of the bypass.
- (b) If a No-Notice Customer is required by its regulatory or legislative authority to unbundle its merchant function or provide open access transportation on some or all of its facilities ("Regulatory Proceedings"), then the No-notice Customer shall use its best efforts during the Regulatory Proceedings:
  - (i) To require any parties that assume all or part of the merchant function to take assignment of the relevant pro rata portion of Customer's applicable contract demand under the terms of the No-notice Customer's service agreement, including any existing discount or negotiated rate agreement.
  - (ii) To ensure that its NNS, NNL, SGT, or SGL service agreement with Texas Gas does not receive a disproportionate reduction in contract demand versus the contract demand of any of its other firm service agreements on Texas Gas, or on any other pipeline.
  - (iii) If the No-notice Customer is unable to assign the rights as provided in (b)(i) above, which results in a loss of applicable contract demand, then to the extent that any portion of the NNS, NNL, SGT, or SGL service agreement's demand charges becomes a stranded cost, the No-notice Customer shall have the right to reduce its applicable contract demand. The NNS, NNL, SGT, or SGL Customer shall provide written notice to Texas Gas of its desired contract demand reduction following issuance of the final order. Such reduction shall become effective 60 days following receipt of such notice.

Contemporaneously with any notice of contract demand reduction as provided in (a) or (b) above, the No-notice Customer shall also submit a valid request for service reflecting the necessary reductions in primary receipt and delivery point quantities and supply lateral capacity rights, as applicable.

8.9 Updated Information

Texas Gas may request and Customer will provide updated, standard request-for-service-type information, such as contact, notice, and/or billing information, to facilitate ongoing contract administration activities and rollover/evergreen agreement processing. Texas Gas will use reasonable efforts to minimize such requests.

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**Sheet No. 2008** Sheet No. 2008

Sheet Nos. 2008 through 2099 Are Reserved For Future Use

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9. Fuel, Discounting, Negotiated Rates, and Other Rates and Charges

9.1 Unless otherwise agreed to in writing by Texas Gas and Customer, Texas Gas may, from time to time, and at any time selectively after negotiation, discount the rate(s) applicable to any individual Customer; provided, however, that such discounted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth in the currently effective Sheet Nos. 21, 22, 23 and 32 of this Tariff. If Texas Gas so discounts any rates to any Customer, Texas Gas shall file with the Commission any and all required reports respecting such adjusted rate. Further, Texas Gas and Customer may mutually agree to a negotiated rate pursuant to Section 9.5 of the General Terms and Conditions of Texas Gas' tariff.

9.2 Fuel Retention

9.2.1 Fuel Zones

Gas service under this tariff is divided into three Fuel Zones:

Fuel Zone South is comprised of Service Zones SL and 1;  
Fuel Zone Middle is comprised of Service Zones 2 and 3; and  
Fuel Zone North is comprised of Service Zone 4.

The Service Zones are more fully defined in Section 8.4 of the General Terms and Conditions of this tariff.

9.2.2 General

The provisions of this Section 9.2 are applicable to all transportation services under which Texas Gas retains fuel. In addition to the payments by Customer to Texas Gas for transportation service pursuant to Texas Gas' Rate Schedules NNS,>NNL, SGT, SGL, SNS, FT, STF, IT, FSS, and ISS, Customer shall reimburse Texas Gas in-kind in accordance with the Effective Fuel Retention Percentage(s) ("EFRP") applicable to each transaction.

Fuel retained for each transportation transaction shall be calculated as the product of the EFRP times the applicable quantity of gas tendered for transportation. The EFRP shall be the sum of the Projected Fuel Retention Percentage (PFRP) and the Fuel Adjustment Percentage (FAP) and shall be set forth on Sheet Nos. 36, 37, and 38 and shall be subject to change from time to time as provided in this Section 9.2 of these General Terms and Conditions. Fuel retained for transportation transactions consisting solely of back-hauls that do not consume gas between two physical points shall be zero.

The provisions of this Section 9.2 are also applicable to storage service under Rate Schedules FSS and ISS. Fuel retained for each service transaction under these Rate Schedules shall be calculated as the product of the EFRP times the applicable quantity of gas tendered for injection into storage. The EFRP shall be the sum of the PFRP and the FAP and shall be set forth on Sheet Nos. 36, 37, and 38 and shall be subject to change from time to time as provided in this Section 9.2 of these General Terms and Conditions. Fuel retained for In-Field transfers of Storage shall be zero.

9.2.3 Effective Fuel Retention Percentages

EFRPs for transportation under Rate Schedules FT and IT shall be established on an annual basis. EFRPs for transportation under Rate Schedules NNS,>NNL, SGT, SGL, SNS, and STF shall be established as set forth below to provide either an annual EFRP, which remains constant for the entire annual period, or a seasonal EFRP, which applies, as applicable, to the Summer and Winter seasons, as follows:

- (a) Winter Season - November 1 through March 31, and
- (b) Summer Season - April 1 through October 31.

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**Second Revised Sheet No. 2100** Second Revised Sheet No. 2100

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9. Fuel, Discounting, Negotiated Rates, and Other Rates and Charges

9.1 Unless otherwise agreed to in writing by Texas Gas and Customer, Texas Gas may, from time to time, and at any time selectively after negotiation, discount the rate(s) applicable to any individual Customer; provided, however, that such discounted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth in the currently effective Sheet Nos. 21, 22, 23 and 32 of this Tariff. If Texas Gas so discounts any rates to any Customer, Texas Gas shall file with the Commission any and all required reports respecting such adjusted rate. Further, Texas Gas and Customer may mutually agree to a negotiated rate pursuant to Section 9.5 of the General Terms and Conditions of Texas Gas' tariff.

9.2 Fuel Retention

9.2.1 Fuel Zones

Gas service under this tariff is divided into three Fuel Zones:

Fuel Zone South is comprised of service zones SL and 1;  
Fuel Zone Middle is comprised of service zones 2 and 3; and  
Fuel Zone North is comprised of service zone 4.

The service zones are more fully defined in Section 8.4 of the General Terms and Conditions of this tariff.

9.2.2 General

The provisions of this Section 9.2 are applicable to all transportation services under which Texas Gas retains fuel. In addition to the payments by Customer to Texas Gas for transportation service pursuant to Texas Gas' Rate Schedules NNS,>NNL, SGT, SGL, SNS, WNS, FT, STF, IT, FSS, FSS-M, ISS, and ISS-M Customer shall reimburse Texas Gas in-kind in accordance with the Effective Fuel Retention Percentage(s) ("EFRP") applicable to each transaction.

Fuel retained for each transportation transaction shall be calculated as the product of the EFRP times the applicable quantity of gas tendered for transportation. The EFRP shall be the sum of the Projected Fuel Retention Percentage (PFRP) and the Fuel Adjustment Percentage (FAP) and shall be set forth on Sheet Nos. 36, 37, and 38 and shall be subject to change from time to time as provided in this Section 9.2 of these General Terms and Conditions. Fuel retained for transportation transactions consisting solely of back-hauls that do not consume gas between two physical points shall be zero.

The provisions of this Section 9.2 are also applicable to storage service under Rate Schedules FSS, FSS-M, ISS, and ISS-M. Fuel retained for each service transaction under these Rate Schedules shall be calculated as the product of the EFRP times the applicable quantity of gas tendered for withdrawal from or injection into storage. The EFRP shall be the sum of the PFRP and the FAP and shall be set forth on Sheet Nos. 36, 37, and 38 and shall be subject to change from time to time as provided in this Section 9.2 of these General Terms and Conditions. Fuel retained for In-Field transfers of Storage shall be zero.

9.2.3 Effective Fuel Retention Percentages

EFRPs for transportation under Rate Schedules NNS,>NNL, SGT, SGL, SNS, WNS, FT, STF, and IT shall be established on an annual basis.

EFRPs for storage service under Rate Schedules FSS, FSS-M, ISS, and ISS-M shall be established on an annual basis for net daily injection and withdrawal quantities.

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The default EFRP for Rate Schedules NNS, NNL, SGT, and SGL shall be the Annual Option and that election shall remain effective for subsequent annual periods; the default EFRP for Rate Schedules SNS and STF shall be the Seasonal Option and that election shall remain effective for subsequent annual periods. To elect the non-default option for the next annual period, Customer must provide written notice to Texas Gas of such election for each contract prior to August 1, of the year preceding the affected annual period; provided, however, for the annual period beginning November 1, 2008, Customer may provide notice until September 30, 2008 to elect the non-default option. If Customer has elected the non-default option, Customer may elect to return to the default option commencing with the next annual period by providing written notice to Texas Gas of such election prior to August 1 of the year preceding the affected annual period. New NNS, NNL, SGL, SGT, SNS, and STF service agreements will automatically incorporate the default option. The Customer may elect the non-default option for subsequent annual periods by following the procedures outlined above. Any Customer which has released capacity for a term which extends into the next annual period shall not make a fuel election change and will continue their existing fuel election for the subsequent annual period.

EFRPs for storage service under Rate Schedules FSS and ISS shall be established on an annual basis for net daily injection and withdrawal quantities.

9.2.4 Projected Fuel Retention Percentages

With each filing hereunder, for each service category, Texas Gas shall calculate a PFRP by projecting the annual or seasonal, as applicable, fuel zone distribution and storage utilization, based on historic throughput, fuel use and loss. The Lost and Unaccounted For component of the PFRP volumes is determined for the system as a whole and allocated to each fuel zone based on compressor fuel use.

A PFRP for service under Rate Schedules NNS, NNL, SGT, SGL, SNS, FT, STF, or IT, will be determined on an annual basis for each service category, except for those NNS, NNL, SGT, SGL, SNS, and STF Customers utilizing the Seasonal Option (whether by default or by election), in which case the PFRP will be determined on a seasonal basis. A PFRP for service under Rate Schedules FSS and ISS will be determined on an annual basis, based on both injection and withdrawal quantities.

Projections used to calculate the PFRPs shall be the average of the last two years' actual throughput volumes and actual fuel used and the average of the last four years' actual "Lost and Unaccounted For" volumes.

"Lost and Unaccounted For" volumes are the negative or positive difference between total receipts (including receipts from transportation and storage customers) and total deliveries (including deliveries to transportation and storage customers and the total gas used for compressor fuel, system use, and any other operational needs where the gas is actually measured or accounted for).

Any variations from these procedures in a future filing made pursuant to this Section 9.2 shall be fully identified and supported by Texas Gas in accordance with its burden of proof under NGA Section 4 and such variations shall reflect only known and measurable changes or trends on the Texas Gas system. Notwithstanding this provision, Texas Gas retains its right under Section 4 of the NGA to propose modifications to, or elimination of, the fuel tracker provisions set forth in this Section 9.2.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Second Revised Sheet No. 2101** Second Revised Sheet No. 2101

Superseding: Substitute First Revised Sheet No. 2101

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9.2.4 Projected Fuel Retention Percentages

With each filing hereunder, for each service category, Texas Gas shall calculate a PFRP by projecting the annual fuel zone distribution and storage utilization, based on historic throughput, fuel use and loss. The Lost and Unaccounted For component of the PFRP volumes is determined for the system as a whole and allocated to each fuel zone based on compressor fuel use.

A PFRP for service under Rate Schedules NNS, NNL, SGT, SGL, SNS, WNS, FT, STF, or IT, will be determined on an annual basis for each service category. A PFRP for service under Rate Schedules FSS, FSS-M, ISS, and ISS-M will be determined on an annual basis, based on both injection and withdrawal quantities.

Projections used to calculate the PFRPs shall be the average of the last two years' actual throughput volumes and actual fuel used and the average of the last four years' actual "Lost and Unaccounted For" volumes.

"Lost and Unaccounted For" volumes are the negative or positive difference between total receipts (including receipts from transportation and storage customers) and total deliveries (including deliveries to transportation and storage customers and the total gas used for compressor fuel, system use, and any other operational needs where the gas is actually measured or accounted for).

Any variations from these procedures in a future filing made pursuant to this Section 9.2 shall be fully identified and supported by Texas Gas in accordance with its burden or proof under NGA Section 4 and such variations shall reflect only known and measurable changes or trends on the Texas Gas system. Notwithstanding this provision, Texas Gas retains its right under Section 4 of the NGA to propose modifications to, or elimination of, the fuel tracker provisions set forth in this Section 9.2.

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9.2.5 Fuel Retention Deferred Account

- (a) Fuel Retention Deferred Account. Commencing on the effective date of this Section 9.2, Texas Gas shall determine the monthly difference between (1) the actual quantity of gas retained as a result of all the applicable EFRPs for the month and (2) the actual quantity of fuel and company use gas and Lost and Unaccounted For gas allocated to all services rendered for the month according to the then current method in use for allocating such costs on Texas Gas' system. The under- or over-realization of in-kind compensation gas shall be recorded as a debit or a credit, as the case may be, each month in the Fuel Retention Deferred Account. The deferred account shall be accumulated in twelve-month accumulation periods, September 1 through August 31.
- (b) Calculation of Fuel Adjustment Percentage. With each annual filing hereunder, Texas Gas shall calculate Fuel Adjustment Percentages designed to amortize the net balance in the Fuel Retention Deferred Account at the end of the previous accumulation period. The Fuel Adjustment Percentages shall be effective during each annual period, November 1 through October 31. For service under Rate Schedules NNS,>NNL, SGT, SGL, SNS, FT, STF, or IT, the Fuel Adjustment Percentages shall be calculated by applying the appropriate under- or over-realization of in-kind compensation to each fuel zone and service on an annual or seasonal basis, as applicable. Using this information with the projected zone and service distribution, the Fuel Adjustment Percentage for those Customers utilizing the Seasonal Option will be determined as follows:

- (1) Winter Season - November 1 through March 31, and
- (2) Summer Season - April 1 through October 31.

For service under Rate Schedules FSS and ISS, the Fuel Adjustment Percentages shall be calculated by applying the appropriate under- or over-realization of in-kind compensation to the injections and withdrawals under the FSS or ISS Rate Schedule. If there is a balance remaining at the end of a particular amortization period, such remaining balance shall be transferred to the current accumulation period subaccount.

9.2.6 Fuel Retention for No Notice Swing Allocation

Texas Gas shall charge Customers utilizing the No Notice Swing Allocation method a hybrid fuel retention percentage, which shall be the difference between the applicable no-notice EFRP and the lowest forward-haul FT/STF/IT EFRP to the applicable zone of delivery. If the Customer utilizes the Annual Option, annual fuel rates shall be used to calculate the No Notice Swing Allocation fuel Retention; if the Customer utilizes the Seasonal Option, seasonal fuel rates shall be used to calculate the No Notice Swing Allocation Fuel Retention.

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9.2.5 Fuel Retention Deferred Account

- (a) Fuel Retention Deferred Account. Commencing on the effective date of this Section 9.2, Texas Gas shall determine the monthly difference between (1) the actual quantity of gas retained as a result of all the applicable EFRPs for the month and (2) the actual quantity of fuel and company use gas and Lost and Unaccounted For gas allocated to all services rendered for the month according to the then current method in use for allocating such costs on Texas Gas' system. The under- or over-realization of in-kind compensation gas shall be recorded as a debit or a credit, as the case may be, each month in the Fuel Retention Deferred Account. The deferred account shall be accumulated in twelve-month accumulation periods, September 1 through August 31.
- (b) Calculation of Fuel Adjustment Percentage. With each annual filing hereunder, Texas Gas shall calculate Fuel Adjustment Percentages designed to amortize the net balance in the Fuel Retention Deferred Account at the end of the previous accumulation period. The Fuel Adjustment Percentages shall be effective during each annual period, November 1 through October 31. For service under Rate Schedules NNS, NNL, SGT, SGL, SNS, WNS, FT, STF, or IT, the Fuel Adjustment Percentages shall be calculated by applying the appropriate under- or over-realization of in-kind compensation to each fuel zone and service on an annual basis.

For service under Rate Schedules FSS, FSS-M, ISS, and ISS-M, the Fuel Adjustment Percentages shall be calculated by applying the appropriate under- or over-realization of in-kind compensation to the injections and withdrawals under the FSS, FSS-M, ISS, or ISS-M Rate Schedule. If there is a balance remaining at the end of a particular amortization period, such remaining balance shall be transferred to the current accumulation period subaccount.

9.2.6 Fuel Retention for No Notice Swing Allocation

Texas Gas shall charge Customers utilizing the No Notice Swing Allocation method a hybrid fuel retention percentage, which shall be the difference between the NNS/NNL/SGT/SGL/SNS/WNS EFRP for the applicable fuel zone of delivery and a weighted average of the FT/STF/IT EFRP based on projected throughput into each fuel zone.



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FERC Docket: RP09-3-002

**Second Sub Second Revised Sheet No. 2102** Second Sub Second Revised Sheet No. 2102

Superseding: First Revised Original Sheet No. 2102

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9.2.7 Procedure for Filing

Texas Gas shall file annually to revise the PFRP as provided in Section 9.2.4 herein and FAP as provided in Section 9.2.5 herein effective on November 1 of each year. Such annual filing shall be made at least thirty days prior to the effective date of the regular annual change in EFRP hereunder and shall include revised tariff sheets setting out the proposed changes and supporting workpapers showing the calculations supporting such proposal. Such workpapers shall include:

- (a) the proposed increase or decrease in the effective fuel rates by service type and fuel zone;
- (b) a summary of the actual fuel collected from customers by service type and fuel zone;
- (c) a summary of the actual fuel, use, and loss;
- (d) a summary of the actual and projected transportation activity by service type and fuel zone;
- (e) a summary of actual and projected no-notice storage activity by fuel zone;
- (f) a summary of the allocation of actual storage fuel to each service category;

**Substitute Second Revised Sheet No. 2102** Substitute Second Revised Sheet No. 2102  
Superseding: Original Sheet No. 2102

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9.2.7 Fuel Savings Sharing Mechanism

- (a) Capital Investments. In the years 2008 and 2009, Texas Gas shall install capital projects with a total cost between 2.5 and 6 million dollars that are expected to reduce the amount of fuel consumed on its system in exchange for a share of system-wide fuel savings. The costs for such capital projects shall establish Texas Gas' "Total Capital Investments." For purposes of this Section 9.2.7, Total Capital Investments shall be limited to the capital dollars expended and shall not include return, taxes, depreciation, maintenance, operations, or any other costs or expenses incurred by Texas Gas with respect to these expenditures. In addition, Texas Gas shall not be permitted to include Total Capital Investments in its rates in any future rate proceedings; such requirement shall survive the expiration of this Section 9.2.7.

- (b) Calculations. "Fuel Savings Value" shall mean (i) the balance of the Fuel Sharing Deferred Account for the applicable annual period ("Fuel Sharing Deferred Account Balance"), multiplied by (ii) the weighted average of the monthly NYMEX close for the annual period. The annual period shall commence on September 1, with the first annual period commencing on September 1, 2008, and shall end on August 31.

Example:  $(\text{Fuel Sharing Deferred Account Balance} * \text{Average NYMEX}) = \text{Fuel Savings Value}$

"In-Kind Fuel Savings" shall mean the Fuel Savings Value for the applicable annual period divided by the weighted average of the monthly NYMEX close for the annual period.

Example:  $\text{Fuel Savings Value} / \text{Average NYMEX} = \text{In-Kind Fuel Savings [MMBtu]}$

- (c) Sharing Mechanism. Commencing with the 2009 fuel tracker, if the Fuel Savings Value for the applicable annual period is positive, Texas Gas will (i) convert the Fuel Savings Value into the In-Kind Fuel Savings on an MMBtu basis, and (ii) apply twenty percent (20%) of the In-Kind Fuel Savings to the FAP. Once Texas Gas recovers its Total Capital Investments, Texas Gas then will apply fifty percent (50%) of the In-Kind Fuel Savings to the FAP.
- (d) Effective Dates. This Section 16.7 shall be effective on an experimental basis from September 1, 2008 until September 30, 2011. This Section 16.7 shall automatically expire on September 30, 2011.

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FERC Docket: RP09-03-000

**First Revised Sheet No. 2102** First Revised Sheet No. 2102

Superseding: Original Sheet No. 2102

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9.2.7 Procedure for Filing

Texas Gas shall file annually to revise the PFRP as provided in Section 9.2.4 herein and FAP as provided in Section 9.2.5 herein effective on November 1 of each year. Such annual filing shall be made at least thirty days prior to the effective date of the regular annual change in EFRP hereunder and shall include revised tariff sheets setting out the proposed changes and supporting workpapers showing the calculations supporting such proposal. Such workpapers shall include:

- (a) the proposed increase or decrease in the effective fuel rates by service type, fuel zone, and season;
- (b) a summary of the actual fuel collected from customers by service type, fuel zone, and season;
- (c) a summary of the actual fuel, use, and loss;
- (d) a summary of the actual and projected transportation activity by service type, fuel zone, and season;
- (e) a summary of actual and projected no-notice storage activity by fuel zone;
- (f) a summary of the allocation of actual storage fuel to each service category;

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- (g) a summary of the allocation of each fuel zone's actual fuel for the annual period or seasonal period to Rate Schedules NNS,>NNL, SGT, SGL, SNS, FT, STF, and IT;
- (h) a summary of the calculations of the over- and under-collections of fuel by fuel zone, service type, and season for all transportation activity;
- (i) a summary of the actual and projected throughput factors and fuel;
- (j) a summary of projected storage fuel allocated to each service type;
- (k) a summary of the allocation of each zone's projected fuel to each service type;
- (l) a summary of the actual fuel retention percentage calculations used to obtain the proposed fuel rates;
- (m) a narrative explanation and description of all adjustments made to any of the fuel rates' components, such as throughput, fuel use, and lost and unaccounted for;
- (n) a narrative explanation and description of each projected lost and unaccounted for (such as fuel blow-down and un-metered storage fuel), along with detailed information regarding the previous period's lost and unaccounted for and any lost and unaccounted for calculations and supporting workpapers;
- (o) the monthly Deferred Account balances, along with a comparison of the Deferred Account balance to net over-/under-collections for the same period;
- (p) a description and reconciliation of the differences between Texas Gas' annual fuel filing and Form 2;
- (q) all supporting workpapers regarding the fuel rates, including but not limited to the fuel rates for storage service; and
- (r) detailed information regarding fuel use, including but not limited to fuel used for other utility operations and known estimated losses of gas. Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission on less than sixty days notice.

Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission with at least thirty days notice.

In addition, for leased capacity from Texas Eastern Transmission, LP, under which Texas Gas shall incur fuel charges, such fuel charges, which shall be subject to change from time to time, will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 37, and recovered only from those parties actually using the leased capacity. Further, for leased capacity from Gulf South Pipeline Company, LP, under which Texas Gas shall incur fuel charges, such fuel charges will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 38, and recovered only from those parties actually using the leased capacity. Texas Gas will update these rates annually or more frequently, as necessary, as its system fuel rates or Texas Eastern Transmission, LP's fuel rates change.

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9.2.8 Procedure for Filing

Texas Gas shall file annually to revise the PFRP as provided in Section 9.2.4 herein and FAP as provided in Section 9.2.5 herein effective on November 1 of each year. Such annual filing shall be made at least thirty days prior to the effective date of the regular annual change in EFRP hereunder and shall include revised tariff sheets setting out the proposed changes and supporting workpapers showing the calculations supporting such proposal. Such workpapers shall include:

- (a) the proposed increase or decrease in the effective fuel rates by service type, fuel zone, and season;
- (b) a summary of the actual fuel collected from customers by service type, fuel zone, and season;
- (c) a summary of the actual fuel, use, and loss;
- (d) a summary of the actual and projected transportation activity by service type, fuel zone, and season;
- (e) a summary of actual and projected no-notice storage activity by fuel zone;
- (f) a summary of the allocation of actual storage fuel to each service category;
- (g) a summary of the allocation of each fuel zone's actual fuel for the annual period or seasonal period to Rate Schedules NNS,>NNL, SGT, SGL, SNS, FT, STF, and IT;
- (h) a summary of the calculations of the over- and under-collections of fuel by fuel zone, service type, and season for all transportation activity;
- (i) a summary of the actual and projected throughput factors and fuel;
- (j) a summary of projected storage fuel allocated to each service type;
- (k) a summary of the allocation of each zone's projected fuel to each service type;
- (l) a summary of the actual fuel retention percentage calculations used to obtain the proposed fuel rates;
- (m) a narrative explanation and description of all adjustments made to any of the fuel rates' components, such as throughput, fuel use, and lost and unaccounted for;
- (n) a narrative explanation and description of each projected lost and unaccounted for (such as fuel blow-down and un-metered storage fuel), along with detailed information regarding the previous period's lost and unaccounted for and any lost and unaccounted for calculations and supporting workpapers;
- (o) the monthly Deferred Account balances, along with a comparison of the Deferred Account balance to net over-/under-collections for the same period;
- (p) a description and reconciliation of the differences between Texas Gas' annual fuel filing and Form 2;
- (q) all supporting workpapers regarding the fuel rates, including but not limited to the fuel rates for storage service;
- (r) detailed information regarding fuel use, including but not limited to fuel used for other utility operations and known estimated losses of gas. Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission on less than sixty days notice; and
- (s) a summary of the fuel savings sharing mechanism, including the Total Capital Investments made in each project category, the project(s) to which such Total Capital Investments were dedicated, why such project(s) qualifies for inclusion in the fuel savings sharing mechanism, and the In-Kind Fuel Savings, if any, to be applied to the FAP.

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- (g) a summary of the allocation of each zone's actual fuel for the annual period to Rate Schedules NNS, NNL, SGT, SGL, SNS, WNS, FT, STF, and IT;
- (h) a summary of the calculations of the over- and under-collections of fuel by fuel zone and service type for all transportation activity;
- (i) a summary of the actual and projected throughput factors and fuel;
- (j) a summary of projected storage fuel allocated to each service type;
- (k) a summary of the allocation of each fuel zone's projected fuel to each service type;
- (l) a summary of the actual fuel retention percentage calculations used to obtain the proposed fuel rates;
- (m) a narrative explanation and description of all adjustments made to any of the fuel rates' components, such as throughput, fuel use, and lost and unaccounted for;
- (n) a narrative explanation and description of each projected lost and unaccounted for (such as fuel blow-down and un-metered storage fuel), along with detailed information regarding the previous period's lost and unaccounted for and any lost and unaccounted for calculations and supporting workpapers;
- (o) the monthly Deferred Account balances, along with a comparison of the Deferred Account balance to net over-/under-collections for the same period;
- (p) a description and reconciliation of the differences between Texas Gas' annual fuel filing and Form 2;
- (q) all supporting workpapers regarding the fuel rates, including but not limited to the fuel rates for storage service;
- (r) detailed information regarding fuel use, including but not limited to fuel used for other utility operations and known estimated losses of gas. Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission on less than sixty days notice; and
- (s) a summary of the calculation used to determine the swing allocation methodology hybrid fuel rate for the annual period.

Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission with at least thirty days notice.

In addition, for leased capacity from Texas Eastern Transmission, LP, under which Texas Gas shall incur fuel charges, such fuel charges, which shall be subject to change from time to time, will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 37, and recovered only from those parties actually using the leased capacity. Further, for leased capacity from Gulf South Pipeline Company, LP, under which Texas Gas shall incur fuel charges, such fuel charges will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 38, and recovered only from those parties actually using the leased capacity. Texas Gas will update these rates annually or more frequently, as necessary, as its system fuel rates or Texas Eastern Transmission, LP's fuel rates change.

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**Original Sheet No. 2103A** Original Sheet No. 2103A

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9.2.8 Procedure for Filing (cont'd)

Texas Gas may, however, file interim proposals between annual filings subject to approval by the Commission with at least thirty days notice.

In addition, for leased capacity from Texas Eastern Transmission, LP, under which Texas Gas shall incur fuel charges, such fuel charges, which shall be subject to change from time to time, will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 37, and recovered only from those parties actually using the leased capacity. Further, for leased capacity from Gulf South Pipeline Company, LP, under which Texas Gas shall incur fuel charges, such fuel charges will be separately stated in Texas Gas' FERC Gas Tariff on Sheet No. 38, and recovered only from those parties actually using the leased capacity. Texas Gas will update these rates annually or more frequently, as necessary, as its system fuel rates or Texas Eastern Transmission, LP's fuel rates change.

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Original Sheet No. 2104 Original Sheet No. 2104

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(Cont'd) 9.3 Adjustments of Demand Charge 9.3.1 Allowable Variation in Contract Demand

On any day in which Customer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of two (2) percent either above or below said Contract Demand because of the inability of Texas Gas and Customer to maintain precise control over rates of flow and the quantity of natural gas delivered. At the end of each month there shall be determined for each day on which Customer required delivery of the Contract Demand, the amount by which actual deliveries of gas exceeded or were less than the Contract Demand due to the allowable variation in delivery of the Contract Demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the Contract Demand shall be determined. The demand charge otherwise payable hereunder shall be increased by an amount equal to the daily portion of the monthly demand rate multiplied by any net excess deliveries so determined or decreased by the amount equal to the daily portion of the monthly demand rate multiplied by any net deficiency so determined. The daily portion of the monthly demand rate is set forth on currently effective Sheet No. 21 of this tariff. 9.3.2 For Impairment of Deliveries If Texas Gas declares force majeure, pursuant to Section 25.5 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, which renders it unable to perform service for Customer under any Firm Rate Schedule either in whole or part, then Customer shall be relieved of its obligation to pay demand charges for that part of its Contract Demand affected by such force majeure event until the force majeure event is remedied. If Texas Gas declares such force majeure or if, due to any cause other than the allowable variation in the delivery of the Contract Demand, Texas Gas fails or is unable to deliver during any one or more days in any month the quantity of gas which Customer desires to take, up to the Contract Demand, or if Customer shall refuse to accept delivery as permitted by Section 3 of the General Terms and Conditions of this tariff, then the demand charge as otherwise computed under the applicable Rate Schedule shall be reduced by an amount which shall be equal to the daily portion of the monthly demand rate multiplied by the difference between the quantity of gas actually delivered during said day or days and the quantity desired by Customer during said day or days.



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Original Sheet No. 2105 Original Sheet No. 2105

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(Cont'd) 9.4 Discounting

9.4.1 When any of Texas Gas' transportation service maximum rates are to be discounted, the amount of the discount shall be accounted for in the following sequence to the extent any of the following components are

included in the maximum rate. The first component discounted shall be the maximum base tariff rates in excess of the minimum rate, followed by any non-transition cost surcharge(s), if applicable. 9.4.2 Types of Discounts:

Various rate schedules permit Texas Gas to discount its rates between its maximum and minimum rates on a basis that is not unduly discriminatory. From time to time Customer and Texas Gas may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Texas Gas may provide a specific discounted rate:

(i) to certain specified quantities under the Service Agreement, (ii) if specified quantity levels are actually achieved or with respect to quantities below a specified level, (iii) to production reserves committed by the Shipper, (iv) during specified time periods,

(v) to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas, or (vi) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported), or (vii) based on published index prices for specific receipt or

delivery points or other agreed upon pricing reference points for price determination. Such discounted rates may be based upon the published index prices or arrived at by formula. In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided. Any agreement establishing a discounted rate arrived at by formula will identify what rate component (i.e., reservation charge or commodity

charge or both) is discounted and any formula for discounted rates will produce a reservation rate per unit of contract demand. Such forms of discounts shall not be considered a material deviation from Texas Gas' pro forma service agreement as a result of such discount and Texas Gas shall not be required to file such agreement with the Commission as a non-conforming contract solely because of such discount. Texas Gas shall, however, file any required reports related to such discounts pursuant to the Commission's regulations.

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In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

9.5 Negotiated Rates

- 9.5.1 Availability: Texas Gas and Customer may mutually agree to negotiate rates under any Part 284 Rate Schedule. Texas Gas' maximum effective rate (maximum base rate plus all applicable surcharges) for service under any such rate schedule is available as a recourse rate for any Customer that does not desire to negotiate a rate hereunder.
- 9.5.2 Definition: Negotiated rates shall be mutually agreed and set forth in writing. A negotiated rate is a rate which is greater than the maximum rate, or which is less than the minimum rate, or which is determined from a formula where the rate arrived at could be above or below the maximum rate, or which uses a rate design other than the one used to establish the applicable recourse rate (e.g., straight fixed variable). A negotiated rate may include a minimum quantity.
- 9.5.3 Capacity Allocation: In evaluating bids for firm service, in any capacity auction or in otherwise allocating capacity among competing requests for firm service where one or more bids uses a negotiated rate or negotiated rate formula, Texas Gas will consider, in assigning value to such bid(s), only reservation or demand charge revenue or other revenue which is guaranteed to be received by Texas Gas. Guaranteed revenue shall mean a volumetric or usage rate bid along with a minimum quantity commitment. For capacity evaluation purposes, the net present value of any such bid for firm service shall be capped by the net present value of the maximum applicable reservation rate for such service over the contract term bid. In performing a net present value evaluation of a negotiated rate bid proposing a volumetric or usage rate along with a minimum throughput commitment, Texas Gas 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.

Original Sheet No. 2107

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(Cont'd) 9.5.4 Capacity Release:  
apply as a price cap for capacity  
the General Terms and  
a Releasing Customer may, in connection with their  
rate hereunder, agree upon payment  
vary from or are in addition  
Terms and Conditions,  
nonconforming service  
No later than the business day on which Texas Gas  
rate (or if the day on which Texas Gas  
then the next business day  
file with the  
sheet

(a) A negotiated rate shall not  
release transactions under Section 16 of  
Conditions. (b) Texas Gas and  
agreement to a negotiated  
obligations and credit mechanisms that  
to those set forth Section 16.6 of the General  
provided that such agreements are filed as  
agreements. 9.5.5 Filing Requirements:

commences service at a negotiated  
commences such service is not a business day,  
after Texas Gas commences such service), Texas Gas will  
Commission either its negotiated rate agreement or a numbered tariff  
stating the name of the Customer, the actual negotiated rate or the formula  
used to calculate the rate, the applicable receipt and delivery points, the  
quantity of gas to be transported, the applicable Rate Schedule for the  
service, the contract term of any negotiated rate transaction, and an  
affirmation  
that the negotiated rate agreement does not deviate in any  
material aspect from the  
applicable form of service agreement in Texas Gas' tariff. 9.5.6  
Accounting For Costs and Revenues: The allocation of costs to, and the  
recording of  
revenues from, service at negotiated rate(s) will follow  
Texas Gas' normal practices  
associated with all of its services under this  
Tariff. Texas Gas will maintain  
separate records of negotiated rate  
transactions for each billing period. These  
records shall include the  
volumes transported, the billing determinants, the rates  
charged and the  
revenue received associated with such transactions. Texas Gas will

separately identify such transactions in Statements G, I and J (or their  
equivalents) filed in any general rate proceeding. Should Texas Gas  
negotiate surcharges or fuel retention amounts, it will credit full  
recourse rate  
surcharge amounts to its surcharge accounts and credit  
maximum recourse retainage  
levels to its retainage accounts for any such  
negotiated transactions that it enters  
into. 9.5.7 Rate Treatment: Texas Gas 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  
pre-existing service is not altered as a result of the  
conversion to a negotiated  
rate. In these situations, Texas Gas may seek  
a discount-type adjustment based upon  
the greater of the negotiated rate  
revenues received or the discounted rate revenues  
which otherwise would  
have been received. For purposes of this Section 9.5.7, a  
pre-existing  
discount refers to those discount agreements that existed prior to

September 1, 2000.

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9.5.4 Capacity Release:

- (a) A negotiated rate shall not apply as a price cap for capacity release transactions under Section 16 of the General Terms and Conditions.
- (b) Texas Gas and a Releasing Customer may, in connection with their agreement to a negotiated rate hereunder, agree upon payment obligations and credit mechanisms that vary from or are in addition to those set forth Section 16.6 of the General Terms and Conditions, provided that such agreements are filed as nonconforming service agreements.

9.5.5 Filing Requirements: No later than the business day on which Texas Gas commences service at a negotiated rate (or if the day on which Texas Gas commences such service is not a business day, then the next business day after Texas Gas commences such service), Texas Gas will file with the Commission a copy of the negotiated rate agreement, and an affirmation that the negotiated rate agreement does not deviate in any material aspect from the applicable form of service agreement in Texas Gas' tariff.

9.5.6 Accounting For Costs and Revenues: The allocation of costs to, and the recording of revenues from, service at negotiated rate(s) will follow Texas Gas' normal practices associated with all of its services under this Tariff. Texas Gas will maintain separate records of negotiated rate transactions for each billing period. These records shall include the volumes transported, the billing determinants, the rates charged and the revenue received associated with such transactions. Texas Gas will separately identify such transactions in Statements G, I and J (or their equivalents) filed in any general rate proceeding. Should Texas Gas negotiate surcharges or fuel retention amounts, it will credit full recourse rate surcharge amounts to its surcharge accounts and credit maximum recourse retainage levels to its retainage accounts for any such negotiated transactions that it enters into.

9.5.7 Rate Treatment: Texas Gas 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 pre-existing service is not altered as a result of the conversion to a negotiated rate. In these situations, Texas Gas may seek a discount-type adjustment based upon the greater of the negotiated rate revenues received or the discounted rate revenues which otherwise would have been received. For purposes of this Section 9.5.7, a pre-existing discount refers to those discount agreements that existed prior to September 1, 2000.

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Original Sheet No. 2108 Original Sheet No. 2108

GENERAL TERMS AND

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Section 9

(Cont'd)

9.5.8 Limitations: This Section 9.5 does not authorize Texas Gas to negotiate terms and conditions of service. 9.6 Gas Research Institute - General RD&D

Funding Unit Voluntary Contributions: Transporter will provide a "check the box" option on invoices for shippers to voluntarily contribute funds to GRI. 9.7 FERC Annual

Charge Adjustment (ACA) Unit Charge 9.7.1 Purpose: The Omnibus Budget Reconciliation Act of 1986 (Act), by its Section 3401(a)(1), requires the Commission to assess and collect fees and annual charges in any fiscal year (October 1 through September 30) in amounts equal to all of the costs incurred by the Commission in that

fiscal year. Transporter will be required to remit to the Commission Transporter's share of any FERC undercollections as calculated on Transporter's Annual Charges Bill for the current fiscal year. For the purpose of recovering this payment, this Section establishes a FERC ACA Unit Charge (pursuant to Commission authority) to be applicable to all jurisdictional transportation quantities transported. By electing the FERC ACA Unit Charge method of recovery, Transporter hereby acknowledges its intent not to recover any annual charges recorded in FERC

Account No. 928 in an NGA Section 4 rate case. 9.7.2 Basis of the FERC ACA Unit Charge: Transporter's FERC ACA Unit Charge shall be comprised of the following: (1) the charge factor which has been stated on Transporter's Annual Charges Bill, and approved by the Commission, for the current fiscal year, and (2) an adjustment to that factor to account for the adjustment (Debit or Credit) made to

Transporter's Annual Charges Bill for Transporter's portion of any FERC over or under collections for the current fiscal year. This combined factor will be adjusted to Transporter's pressure base and heating value, if required.

9.7.3 Filing Procedure: Pursuant to Section 154.22 of the Commission's Regulations, Transporter shall file, at least thirty (30) days prior to the effective date of an ACA filing, and post, pursuant to Section 154.16 of the Commission's Regulations, the necessary tariff sheets to reflect the FERC approved ACA Unit Charge, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order.

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**First Revised Sheet No. 2109** First Revised Sheet No. 2109

Superseding: Original Sheet No. 2109

GENERAL TERMS AND CONDITIONS

Section 9

(Cont'd)

9.8 Transportation of Gas Into and Out of Storage

- 9.8.1 All applicable transportation charges, including fuel retention, will be charged for delivering gas into storage, including Third Party Storage Points as such term is defined in Section 9.8.4 hereof.
- 9.8.2 When gas is delivered out of storage, including Third Party Storage Points hereof, Texas Gas will treat the transportation from the initial receipt point into and out of storage to the ultimate delivery point as a single transportation transaction by crediting the transportation charges from the initial receipt point into storage when the gas is transported out of storage to the ultimate delivery point. Such credit is available only when the shipper meets all the criteria of Sections 9.8.3 and 9.8.4 below. Fuel will be retained on both transportation into and out of storage, without any related crediting.
- 9.8.3 For the transportation credit described in Section 9.8.2 to be available, the shipper must (1) request such credit, (2) utilize the same Texas Gas rate schedule for transportation into and out of storage, (3) warrant that the gas withdrawn from storage was previously transported to storage under an agreement between Texas Gas and shipper, and thus qualifies for the credit, and (4) utilize such credit within 12 months of the initial transportation haul into storage. In addition, to be eligible for exemption from the charges, the shipper must provide or cause the owner of the third party storage facility to provide Texas Gas with sufficient documentation to confirm the accuracy of the warranty.
- 9.8.4 As used in this Section 9.8, a "Third Party Storage Point" is a bi-directional (capable of both physically receiving and physically delivering gas) interconnect between Texas Gas and an underground storage facility owned by a third party that is adjacent to and directly connected to the Texas Gas system, and is in the transportation path of the shipper.
- 9.8.5 The transportation charge provisions of Sections 9.8.1, 9.8.2, and 9.8.3 above shall also apply for transportation involving Texas Gas' ISS, FSS, ISS-M, or FSS-M storage services, if available.

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*FERC Docket: RP08-392-000*

**Sheet No. 2110** Sheet No. 2110

Sheet Nos. 2110 through 2199 Are Reserved For Future Use

GENERAL TERMS AND CONDITIONS  
Section 10

10. Pre-Granted Abandonment and Right of First Refusal

10.1 Applicability of Pre-Granted Abandonment

- (a) Reserved;
- (b) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's interruptible Rate Schedules;
- (c) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules, if such agreement provides for fewer than twelve (12) consecutive months of service; and
- (d) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules if such agreement provides for twelve (12) or more consecutive months of service or is a multiple year seasonal agreement where service is not offered for twelve (12) consecutive months, subject to the right of first refusal procedure contained in Section 10.4, herein.

10.2 Extensions of Firm and Interruptible Transportation Service

- (a) Pipeline will agree to bilateral evergreen clauses (the exact length of which to be negotiated on a case-by-case basis) in all transportation service agreements, except limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.4 of the NNS Rate Schedule, or Section 2.6 of the NNL Rate Schedule; however, pre-granted abandonment will still be applicable as stated in Section 10.1, above, at the end of the contractual term.
- (b) Except in the case of limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.3 of the NNS Rate Schedule, or Section 2.5 of the NNL Rate Schedule, in place of a bilateral evergreen clause in firm transportation service agreements, Pipeline will agree to a continuous unilateral rollover term, exercisable only by Customer; however, such rollover term must be for at least five (5) years, and customer must agree to pay the applicable maximum rate. Such rollover will be automatic unless Customer notifies Pipeline in writing at least one year in advance of the expiration of the primary term of its agreement, or any succeeding rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.
- (c) Customer and Pipeline may agree to extend a service agreement for a term of at least five years at mutually agreeable rates when Pipeline has agreed to pay for all or part of the cost of modification or construction of Customer's facilities required at a delivery point(s) to effectuate the delivery of natural gas thereunder.

Pre-granted abandonment will still be applicable as stated in Section 10.1 above, at the end of the contractual term.



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**Second Revised Sheet No. 2200** Second Revised Sheet No. 2200

Superseding: First Revised Sheet No. 2200

GENERAL TERMS AND CONDITIONS  
Section 10

10. Pre-Granted Abandonment and Right of First Refusal

10.1 Applicability of Pre-Granted Abandonment

- (a) Reserved;
- (b) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's interruptible Rate Schedules;
- (c) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules, if such agreement provides for fewer than twelve (12) consecutive months of service; and
- (d) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules if such agreement provides for twelve (12) or more consecutive months of service or is a multiple year seasonal agreement where service is not offered for twelve (12) consecutive months, subject to the right of first refusal procedure contained in Section 10.4, herein.

10.2 Extensions of Firm and Interruptible Transportation Service

- (a) Pipeline will agree to bilateral evergreen clauses (the exact length of which to be negotiated on a case-by-case basis) in all transportation service agreements, except limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.4 of the NNS Rate Schedule, or Section 2.6 of the NNL Rate Schedule; however, pre-granted abandonment will still be applicable as stated in Section 10.1, above, at the end of the contractual term.
- (b) Except in the case of limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.3 of the NNS Rate Schedule, or Section 2.5 of the NNL Rate Schedule, in place of a bilateral evergreen clause in firm transportation service agreements, Pipeline will agree to a continuous unilateral rollover term, exercisable only by Customer; however, such rollover term must be for at least five (5) years, and customer must agree to pay the applicable maximum rate. Such rollover will be automatic unless Customer notifies Pipeline in writing at least one year in advance of the expiration of the primary term of its agreement, or any succeeding rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.
- (c) Customer and Pipeline may agree to extend a service agreement for a term of at least five years at mutually agreeable rates when, pursuant to Section 20.1(a), Pipeline has agreed to pay for all or part of the cost of modification or construction of facilities required at a delivery point(s) to effectuate the delivery of natural gas thereunder.

Pre-granted abandonment will still be applicable as stated in Section 10.1 above, at the end of the contractual term.

GENERAL TERMS AND CONDITIONS  
Section 10

10. Pre-Granted Abandonment and Right of First Refusal

10.1 Applicability of Pre-Granted Abandonment

- (a) Reserved;
- (b) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's interruptible Rate Schedules;
- (c) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules, if such agreement provides for fewer than twelve (12) consecutive months of service; and
- (d) Upon the expiration of the contractual term of any Part 284, Subpart G transportation agreement entered into pursuant to Pipeline's firm Rate Schedules if such agreement provides for twelve (12) or more consecutive months of service or is a multiple year seasonal agreement where service is not offered for twelve (12) consecutive months, subject to the right of first refusal procedure contained in Section 10.4, herein.

10.2 Extensions of Firm and Interruptible Transportation Service

- (a) Pipeline will agree to bilateral evergreen clauses (the exact length of which to be negotiated on a case-by-case basis) in all transportation service agreements, except limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.4 of the NNS Rate Schedule, or Section 2.6 of the NNL Rate Schedule; however, pre-granted abandonment will still be applicable as stated in Section 10.1, above, at the end of the contractual term.
- (b) Except in the case of limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.3 of the NNS Rate Schedule, or Section 2.5 of the NNL Rate Schedule, in place of a bilateral evergreen clause in firm transportation service agreements, Pipeline will agree to a continuous unilateral rollover term for firm services, exercisable only by Customer; however, such rollover term must be for at least five (5) years, and customer must agree to pay the applicable maximum rate. Such rollover will be automatic unless Customer notifies Pipeline in writing at least one year in advance of the expiration of the primary term of its agreement, or any succeeding rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.
- (c) Customer and Pipeline may agree to extend a service agreement for a term of at least five years at mutually agreeable rates when Pipeline has agreed to pay for all or part of the cost of modification or construction of Customer's facilities required at a delivery point(s) to effectuate the delivery of natural gas thereunder.

Pre-granted abandonment will still be applicable as stated in Section 10.1 above, at the end of the contractual term.

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(Cont'd)

10.3 Part 284, Subpart G Transportation Services to Which Pre-Granted Abandonment Does Not Apply

The following Part 284 Subpart G transportation services are not subject to pre granted abandonment and may be abandoned by Pipeline only upon receipt of Commission approval under Section 7(b) of the Natural Gas Act:

Current Contract No.	Customer
T4060	Central Illinois Public Serv. Co.
T3700	CNG Transmission Corp.
T3935	Hope Gas, Inc.
T3939	N.Y. State Electric & Gas Co.
T3945	Niagara Mohawk Power Corp.
T3937	Peoples Natural Gas Co.
T3941	River Gas Co.
T3943	Rochester Gas & Electric Corp.
T4009	City of Elizabethtown, KY
T3780	Indiana Gas Company, Inc. (traditional)
T4096	Indiana Gas Company, Inc. ( " )
T4148	Indiana Gas Company, Inc. ( " )
T3917	Indiana Gas Company, Inc. (T.Haute)
T4146	Indiana Gas Company, Inc. ( " )
T4147	Indiana Gas Company, Inc. (ORPL)
T4041	Louisville Gas and Electric Co.
T3979	Memphis Light, Gas and Water Div.
T4003	Mississippi Valley Gas Co.
T4180	Louisville Gas and Electric Co.
T4268	Public Service Electric & Gas
T4273	New Jersey Natural Gas Company

10.4 Right of First Refusal Procedure

The right of first refusal will not be applicable to limited-term service agreements involving capacity available for a limited time due to (i) expansion/extension projects as set forth in Section 20.4 of the General Terms and Conditions or (ii) pre-arranged Contract Demand increases as set forth in Section 3.3 of the FT Rate Schedule, Section 2.3 of the NNS Rate Schedule, or Section 2.5 of the NNL Rate Schedule. Notwithstanding anything else herein to the contrary, the right of first refusal will not be applicable to any otherwise eligible service agreement with a primary or rollover/evergreen term beginning on or after August 1, 2006, where service under the agreement is being provided pursuant to a discount agreement or a negotiated rate agreement, unless Texas Gas agrees in writing to provide the right of first refusal to the customer receiving the discounted or negotiated rate. Texas Gas will negotiate such rights of first refusal on a non-discriminatory basis.

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Original Sheet No. 2202 Original Sheet No. 2202

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(Cont'd) (a) Notification of Exercise of Right of First Refusal (12) or  
Under any firm transportation service agreement which provides for twelve agreement, when  
more consecutive months of service or is a multiple year seasonal the service agreement at the  
either party provides notice of its intent to terminate extension of the primary term, within 30  
end of the primary term, or any succeeding notice, Customer must notify Pipeline that it wishes to  
days of the issuance of such of first refusal, as contained in Section 284.221(d)(2) of the  
exercise its right Commission's Regulations, with respect to the capacity which is the  
subject of such service agreement. If Customer does not notify Pipeline that it  
wishes to exercise its right of first refusal within the required time period, then  
pre-granted abandonment will be applicable at the expiration of the contract term of  
the subject service agreement. Customers may exercise a right of first refusal on a  
percentage of their total volume of capacity and release the remaining percentage  
which is subject to the service agreement pursuant to the right of pregranted  
abandonment. (b) Posting of Capacity Subject to Right of First Refusal  
If Customer properly exercises its right-of-first refusal, upon receipt of  
such notice by Pipeline, Pipeline will post on its Internet Website the refusal:  
following information regarding the capacity subject to the right-of-first refusal:  
(i) Point(s) of receipt; (ii) Point(s) of delivery;  
(iii) Supply lateral capacity; (iv) Total quantities subject to  
right-of-first refusal; (v) Date of termination of current contractual term;  
(vi) Maximum rate applicable to service currently being provided to  
Customer; (vii) Applicable rate schedule; and  
(viii) Date bids are due.

**Substitute Original Sheet No. 2203** Substitute Original Sheet No. 2203

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Section 10  
(Cont'd)

(c) Bidding

The deadline for bids for capacity posted pursuant to the exercise of a right-of-first refusal will be specified in the posting; however, bids will be due no less than 30 days after posting and no more than 60 days after posting.

(d) Content of Bids

Bids must be submitted in writing or on the Internet Website to Pipeline. Bids must contain all information necessary for a complete request for service pursuant to the particular rate schedule under which service is desired by the bidder, including price bid, quantity, and term desired. Pipeline may reject all bids which would require it to discount below a rate and discount term agreeable to Pipeline.

10.5 Selection of "Best Bid" for ROFR and Notice to Current Capacity Holder

- (a) At the close of the bidding period, Pipeline will choose the "best bid," based upon what will yield to the Pipeline the highest net present value, using a 10 percent discount factor, of the reservation charge (reservation charge X CD), the bidder is willing to pay through the term bid. If several bids yield the same net present value, the bid which yields to the Pipeline the highest net present value over the shortest period of time will be considered the best bid. After this process, if there are still several bids which yield the same net present value, then the "best bid" will be the bid submitted first in time.
- (b) The terms of the "best bid" will be communicated in writing by Pipeline to the Customer currently holding the capacity. The Customer currently holding capacity will have 30 days to match the "best bid." Competing bids must be matched by the Customer currently holding the capacity, even if the bid is for less than the total capacity available under the applicable service agreement. Competing bids must be matched up to the maximum rate applicable to the service currently being provided under the subject service agreement, for the term bid by the "best bidder." When SGT or SGL Customers are required to match the "best bid," bids which contain a reservation charge will be converted to a comparable one-part volumetric rate.
- (c) For any Customer submitting a bid or matching a "best bid," who agrees to pay the maximum rate, the rate that will be paid by that customer will be the maximum rate as it may exist from time to time during such term as agreed to by Customer.

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**First Revised Sheet No. 2203** First Revised Sheet No. 2203

Superseding: Substitute Original Sheet No. 2203

GENERAL TERMS AND CONDITIONS

Section 10

(Cont'd)

(c) Bidding

The deadline for bids for capacity posted pursuant to the exercise of a right-of-first refusal will be specified in the posting; however, bids will be due no less than 30 days after posting and no more than 60 days after posting.

(d) Content of Bids

Bids must be submitted in writing or on the Internet Website to Pipeline. Bids must contain all information necessary for a valid request for service pursuant to Section 8 of the General Terms and Conditions, including price bid, quantity, and term desired. Texas Gas may reject all bids which would require it to discount below a rate and discount term agreeable to Pipeline.

10.5 Selection of "Best Bid" for ROFR and Notice to Current Capacity Holder

- (a) At the close of the bidding period, Pipeline will choose the "best bid," based upon what will yield to the Pipeline the highest net present value, using a 10 percent discount factor, of the reservation charge (reservation charge X CD), the bidder is willing to pay through the term bid. If several bids yield the same net present value, the bid which yields to the Pipeline the highest net present value over the shortest period of time will be considered the best bid. After this process, if there are still several bids which yield the same net present value, then the "best bid" will be the bid submitted first in time.
- (b) The terms of the "best bid" will be communicated in writing by Pipeline to the Customer currently holding the capacity. The Customer currently holding capacity will have 30 days to match the "best bid." Competing bids must be matched by the Customer currently holding the capacity, even if the bid is for less than the total capacity available under the applicable service agreement. Competing bids must be matched up to the maximum rate applicable to the service currently being provided under the subject service agreement, for the term bid by the "best bidder." When SGT or SGL Customers are required to match the "best bid," bids which contain a reservation charge will be converted to a comparable one-part volumetric rate.
- (c) For any Customer submitting a bid or matching a "best bid," who agrees to pay the maximum rate, the rate that will be paid by that customer will be the maximum rate as it may exist from time to time during such term as agreed to by Customer.

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Original Sheet No. 2204 Original Sheet No. 2204

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(Cont'd) 10.6 Contracting for Capacity Subject to Right of First Refusal (a)  
If the Customer currently holding the capacity matches the "best bid," Pipeline will  
enter into a new service agreement with Customer which reflects those terms matched.  
If the Customer currently holding the capacity does not match the best bid, Texas  
Gas will enter into a service agreement with the successful competing bidder at the  
end of the term of the current capacity holder's service agreement, subject to the  
successful competing bidder satisfying all of Texas Gas' tariff requirements  
regarding that particular service. (b) If the best bid chosen by the  
Pipeline is for less than the total capacity available under the current Customer's  
service agreement, then the Customer currently served must only match the "best bid"  
with respect to that lesser amount of capacity. The procedures contained  
herein regarding instances where there are no acceptable bids submitted  
will then apply to the remaining capacity available under the subject service  
agreement. (c) In the event Pipeline receives no bids or rejects all bids, Pipeline and  
the current capacity holder may mutually agree on the terms and conditions  
under which service would continue. If Pipeline and the current capacity  
holder cannot agree, the current capacity holder may retain the capacity by agreeing  
to pay the maximum rate applicable to that service for whatever term the current  
capacity holder chooses.

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*FERC Docket: RP08-392-000*

**Sheet No. 2205** Sheet No. 2205

Sheet Nos. 2205 through 2299 Are Reserved For Future Use



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11. BIDDING AND AUCTION PROCEDURES

Any party who desires to participate in an auction or bidding process hereunder must meet the credit / security requirements of Section 5 of these General Terms and Conditions prior to participation in such process. Any entity desiring to seek pre-approval of the credit requirements shall provide Texas Gas with the information set forth in Section 5. A party who meets the credit requirements of Section 5 will be placed on the "Pre-approved Bidders List" and will be eligible to participate in auctions and bidding under this Section 11. Credit pre-approvals are valid for a period of six (6) months. Customer may be required to update credit information periodically in order to remain on the Pre-approved Bidders List and will be notified by Pipeline when this is necessary.

Bidding and auctions for all firm transportation services shall be conducted pursuant to Section 11.1 below, except that bidding and auctions for storage service subject to market based rates shall be conducted exclusively pursuant to Section 11.2.

11.1 Firm Transportation Capacity Posting and Bidding

- (a) The auction process for firm transportation capacity, including cost-based storage, shall be initiated pursuant to a Request for Service as set forth in Section 8 hereof or pursuant to an Internet notice posted by Texas Gas on its Internet Website stating its desire to receive bids for capacity in accordance with this Section 11. The specifics of the capacity auction will be posted and bid as provided herein.
- (b) Texas Gas will post a notice announcing the date of any auction ("Auction Notice") for firm transportation capacity at least 24 hours prior to the beginning of the auction bidding period. This notice will outline the auction start time(s) and all steps necessary to participate/bid in the auction. If a Customer requests capacity pursuant to a Request for Service at a rate less than the maximum rate, the parties shall agree on the minimum acceptable rate for the capacity before the auction will be posted. If the parties are unable to agree on a minimum acceptable rate, the Request for Service will be deemed invalid and removed from the Queue. If Texas Gas initiates the auction, Texas Gas will specify the rate schedule(s) and minimum term, if applicable; Texas Gas may further establish a minimum acceptable rate which shall not be greater than the maximum applicable rate or less than the minimum applicable rate. Such Auction Notice shall include, but is not limited to, the following information:
  - (i) the quantity of capacity available for auction;
  - (ii) the requested / offered primary receipt point(s), delivery point(s), and, if applicable, supply laterals and segments (collectively, "Requested Points") for an auction initiated by a Request for Service;
  - (iii) the term for the initial bid, when applicable;
  - (iv) the minimum term, if any, for a Texas Gas initiated auction;
  - (v) the minimum acceptable bid, if any;
  - (vi) the method of NPV calculation (i.e. per MMBtu or aggregate); and
  - (vii) the beginning and ending dates for the bidding period, which period shall be for a minimum of:
    - 1) one (1) Business Day for service offering(s) of less than 1 year; or
    - 2) five (5) Business Days for service offering(s) with a term of 1 year or more.

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**Second Revised Sheet No. 2301** Second Revised Sheet No. 2301

Superseding: First Revised Sheet No. 2301

GENERAL TERMS AND CONDITIONS

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(Cont'd)

- (c) From 9:00 a.m. to 3:00 p.m., Central Time, each day during the bidding period, Texas Gas will accept bids for the capacity stated in the auction notice either electronically through Texas Gas' Internet Website, by email, or by facsimile as specifically provided in the Auction Notice.
  - (i) All initial bids must be submitted on a Transportation Request Form as provided in Section 8 and must indicate whether a bidder is willing to accept a partial award. All bids must include a term, rate, Contract Demand, and applicable points;
  - (ii) Point(s) included in the bid may vary from the Requested Points; however, the capacity associated with any receipt / delivery point combination(s) bid must utilize some portion of the capacity specified in the auction notice.
  - (iii) All bids shall be binding on the bidder upon conclusion of the bidding period. A bid can be withdrawn or changed during the bidding period; however, any new or changed bid cannot have a lesser NPV than the bidder's previous bid.
  - (iv) Texas Gas may reject on not unduly discriminatory basis any bid or Request for Service that is for a rate less than the maximum rate Texas Gas is authorized to charge or which would require the use of negotiated rate authority.
  - (v) Texas Gas will reject bids for service that (1) request capacity that is greater than the capacity available in the auction notice, as set forth in Section 11.1(b)(i), as applicable; (2) may detrimentally impact the operational integrity of Texas Gas' system; (3) do not satisfy the terms of the auction notice; (4) contain terms and conditions inconsistent with Texas Gas' FERC Gas Tariff; or (5) would cause a reduction in Texas Gas' capacity disproportionate to the service requested.
  - (vi) No contingent bids will be accepted; however, to the extent storage capacity is being auctioned, a party bidding on storage under Rate Schedule FSS may combine its bid with a bid for firm transportation capacity under Rate Schedules FT and STF if bidding against parties submitting bids under Rate Schedules NNS or NNL.
- (d) During the bidding period, Texas Gas will make reasonable efforts to evaluate discounted rate and / or capacity requests submitted as bids and to (i) post the Contract Demand, Requested Points, proposed rate and NPV from acceptable bids and (ii) notify the bidder if such Requests for Service are rejected. The reasons for rejection will be made available to the bidder and communicated in a timely manner.

GENERAL TERMS AND CONDITIONS

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(cont'd)

- (e) At the end of the bidding period, Texas Gas will determine the best bid or combination of bids ("Best Bid(s)") based upon the highest NPV. The NPV will be determined for each bid, and bids shall be ranked in descending order based on NPV. All capacity offered in the Auction Notice may be awarded, based on the NPV ranking of the bids, subject to the Original Customer's right to match in accordance with Section 11.1(f).
  - (i) If two or more bids yield the same NPV and the total capacity of the bids is equal to or less than the total of the capacity auctioned, Texas Gas will award to each bidder its total bid.
  - (ii) If two or more bids yield the same NPV and the total capacity of the bids is greater than the total auctioned capacity, the bids will be considered "Competing Bids" and the Best Bid(s) will be the bid(s) that yield the highest NPV over the shortest period of time.
  - (iii) After this process, if two or more Competing Bids yield the same NPV over the same period of time, then the Best Bid(s) will be the bid(s) submitted first in time.
- (f) For capacity auctioned following a Request for Service, the Best Bid(s) will be presented to the Original Customer submitting the original Request for Service. The Original Customer will have the opportunity to match either (i) the Best Bid or combination of Best Bids, including volume(s), point(s), and term(s), or (ii) the NPV of the Best Bid or combination of Best Bids before 4:00 p.m., Central Time, of the second Business Day following the close of the bid period.
  - (i) If the Original Customer timely matches the Best Bid or combination of Best Bids, or if no Best Bid is submitted, Texas Gas will award the applicable firm transportation capacity to the Original Customer and shall enter into a service agreement with such Customer. If there is more than one Best Bid, the Original Customer must timely match the aggregate NPV of all Best Bids.

If the Original Customer elects to match the NPV of the Best Bid(s), the Original Customer's bid will be adjusted in the following manner in order to match such NPV. The applicable bid rate will be increased to the amount needed to achieve the same NPV(s), keeping the same term as the Original Customer's initial term, provided that the bid rate will not be increased to a level greater than the applicable maximum rate. If necessary, once the rate has been increased to the applicable maximum rate, the term will be extended, as needed, to the end of the month during which the same NPV of the Best Bid(s) is achieved.

If the Original Customer elects to match the NPV of the Best Bid(s) and the Best Bid(s) include Point(s) that vary from the Requested points, the Original Customer may utilize the Point(s) set forth in the Best Bid(s) provided that such utilization of the Point(s) included in the Best Bid(s) would not result in a shorter path or lower rate than was included in the Original Customer's bid.
  - (ii) If the Original Customer does not match the Best Bid(s), Texas Gas shall award the applicable firm transportation capacity to the Customer(s) that submitted the Best Bid(s) in accordance with Section 11.1(e). Following the award, Texas Gas will enter into a service agreement with the party or parties receiving the awarded capacity. Any remaining capacity will continue to be posted as available firm capacity on Texas Gas' Internet Website.

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- (g) Any Customer who is awarded capacity shall execute a service agreement that sets forth the terms and conditions of the Best Bid(s) for a bidding party or, if applicable, of the original Request for Service, including matched terms if an Original Customer matches the Best Bid(s). Such service agreement shall be executed within two (2) business days of its tender by Texas Gas if the service agreement term is less than one (1) year, or within five (5) business days if the service agreement term is one (1) year or longer. If the Customer fails or refuses to execute the service agreement within the applicable time period, the Customer shall forfeit all rights and entitlement to the subject capacity. The capacity will be offered to the bidder with the next highest bid or re-sold in a subsequent auction and such next highest bidder, if it accepts the offer, or winner of the subsequent auction will be awarded the capacity and be required to execute a service agreement as provided in this Section. Any Customer awarded capacity who fails to timely execute a service agreement will be required to pay Texas Gas an amount equal to the difference between (i) the rate established by the applicable Customer's Best Bid(s)/Request for Service, and (ii) the rate established when the capacity is awarded to the next Best Bid(s) or resold via a subsequent bid or auction process and contracted for, multiplied by the Customer's Contract Demand(s) and Customer's contract Term.
- (h) Texas Gas shall post the results of the auction on its Internet Web Site no later than the close of business on the business day following the day of the award. The posting will include:
  - (i) name of Customer(s) awarded capacity;
  - (ii) rate(s) of the Best Bid(s);
  - (iii) duration of contract;
  - (iv) Contract Demand;
  - (v) primary points; and
  - (vi) any affiliate relationship between Texas Gas and any Customer awarded capacity.

11.2 Auction for Storage Service Subject to Market Based Rates

- (a) The auction process for market-based Storage Service shall be initiated either (i) by a Customer seeking Firm Storage Service subject to Market Based Rate authority received in Docket No. CP07-405-000 under Rate Schedule FSS-M or Interruptible Storage Service under Rate Schedule ISS-M, or (ii) by Texas Gas seeking to sell Firm Storage Service subject to Market Based Rate authority received in Docket No. CP07-405-000 under Rate Schedule FSS-M or Interruptible Storage Service under Rate Schedule ISS-M. A customer seeking such storage service can initiate the auction process by submitting a Request for Service and the parties agreeing on the minimum price and term of service. Texas Gas can initiate the auction process by posting a notice on its Internet Web Site announcing specifics of the capacity auction in accordance with the terms of paragraph (c), below.
- (b) Texas Gas shall auction available FSS-M and ISS-M capacity that is not subject to the right of first refusal procedures in Section 10.4 hereof via its Internet Web Site. Texas Gas will post on its Internet Web Site either its intention to initiate an auction or that a Customer has requested Texas Gas to initiate an auction for its FSS-M or ISS-M storage capacity. Texas Gas will also post on its Internet Web Site the following information:
  - (i) the quantity of capacity available for the auction;
  - (ii) the term for which the capacity is available for the auction.

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- (g) Any Customer who is awarded capacity shall execute a service agreement that sets forth the terms and conditions of the Best Bid(s) for a bidding party or, if applicable, of the original Request for Service, including matched terms if an Original Customer matches the Best Bid(s). Such service agreement shall be executed within two (2) business days of its tender by Texas Gas if the service agreement term is less than one (1) year, or within five (5) business days if the service agreement term is one (1) year or longer. If the Customer fails or refuses to execute the service agreement within the applicable time period, the Customer shall forfeit all rights and entitlement to the subject capacity. The capacity will be offered to the bidder with the next highest bid or re-sold in a subsequent auction and such next highest bidder, if it accepts the offer, or winner of the subsequent auction will be awarded the capacity and be required to execute a service agreement as provided in this Section. Any Customer awarded capacity who fails to timely execute a service agreement will be required to pay Texas Gas an amount equal to the difference between (i) the rate established by the applicable Customer's Best Bid(s)/Request for Service, and (ii) the rate established when the capacity is awarded to the next Best Bid(s) or resold via a subsequent bid or auction process and contracted for, multiplied by the Customer's Contract Demand(s) and Customer's contract Term.
- (h) Texas Gas shall post the results of the auction on its Internet Website no later than the close of business on the business day following the day of the award. The posting will include:
  - (i) name of Customer(s) awarded capacity;
  - (ii) rate(s) of the Best Bid(s);
  - (iii) duration of contract;
  - (iv) Contract Demand;
  - (v) primary points; and
  - (vi) any affiliate relationship between Texas Gas and any Customer awarded capacity.

11.2 Auction for Storage Service Subject to Market Based Rates

- (a) The auction process for market-based Storage Service shall be initiated either (i) by a Customer seeking Firm Storage Service subject to Market Based Rate authority received in Docket No. CP07-405-000 under Rate Schedule FSS-M or Interruptible Storage Service under Rate Schedule ISS-M, or (ii) by Texas Gas seeking to sell Firm Storage Service subject to Market Based Rate authority received in Docket No. CP07-405-000 under Rate Schedule FSS-M or Interruptible Storage Service under Rate Schedule ISS-M. A customer seeking such storage service can initiate the auction process by submitting a Request for Service and the parties agreeing on the minimum price and term of service. Texas Gas can initiate the auction process by posting a notice on its Internet Website announcing specifics of the capacity auction in accordance with the terms of paragraph (c), below.
- (b) Texas Gas shall auction available FSS-M and ISS-M capacity that is not subject to the right of first refusal procedures in Section 10.4 hereof via its Internet Website. Texas Gas will post on its Internet Website either its intention to initiate an auction or that a Customer has requested Texas Gas to initiate an auction for its FSS-M or ISS-M storage capacity. Texas Gas will also post on its Internet Website the following information:
  - (i) the quantity of capacity available for the auction;
  - (ii) the term for which the capacity is available for the auction.

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- (c) Texas Gas will post a notice announcing the date of the auction for the FSS-M or ISS-M storage capacity. This notice will outline the auction start time(s) and all steps necessary to participate/bid in the auction. For auctions of FSS-M storage capacity, this notice shall not be less than 48 hours prior to the commencement of the auction. For auctions of ISS-M storage capacity, Texas Gas will post notice by 10:00 a.m. on the day of the auction. If a Customer requests an auction, the parties will agree on a term and the minimum acceptable price for the capacity before the auction will be posted. If the parties are unable to agree on an acceptable price for the capacity, or if Texas Gas initiates the auction, Texas Gas will select a term for the capacity being auctioned and set the minimum acceptable price, provided that the minimum acceptable price for the capacity will not be greater than \$1.8657 per MMBtu of maximum storage quantity ("Reserve Price").
- (d) Texas Gas will accept bids for FSS-M or ISS-M capacity through an auction conducted through its Internet Web Site. If more than one Package of capacity has been noticed for auction, a separate auction will be conducted for each Package. For FSS-M capacity, the Package will be auctioned within specified sequential time periods as set forth in the notice. For ISS-M capacity, the Package will be auctioned during the bidding period of at least 10 minutes established by the notice.
  - (i) All bids shall be binding on the Bidder. A bid can be withdrawn during the bidding period; however, any new or changed bid cannot have a lesser NPV than the Bidder's previous bid.
  - (ii) Texas Gas reserves the right to reject any bid which would require it to offer FSS-M or ISS-M service below the minimum acceptable bid.
  - (iii) At the end of the bid period, Texas Gas will determine the "Best Bid(s)" based upon the bid(s) that has the highest rate per MMBtu, up to the total Package capacity. If Texas Gas receives two or more equal bids that would qualify as the Best Bid(s) for the capacity being auctioned, Texas Gas will award to each Bidder its total bid if the total capacity of the combined Best Bids is equal to or less than the total Package capacity available; provided, however, if the total capacity of the combined Best Bids is greater than the total Package capacity available, Texas Gas will allocate the volumes between Bidders based upon their pro rata Best Bid(s) volume.
  - (iv) Steps (i) through (iii) above will occur for each Package of FSS-M or ISS-M capacity and will be completed before the subsequent Package of capacity is auctioned. This process will continue until all Packages included in the notice have been auctioned.

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**First Revised Sheet No. 2304** First Revised Sheet No. 2304

Superseding: Original Sheet No. 2304

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(Cont'd)

- (c) Texas Gas will post a notice announcing the date of the auction for the FSS-M or ISS-M storage capacity. This notice will outline the auction start time(s) and all steps necessary to participate/bid in the auction. For auctions of FSS-M storage capacity, this notice shall not be less than 48 hours prior to the commencement of the auction. For auctions of ISS-M storage capacity, Texas Gas will post notice by 10:00 a.m. on the day of the auction. If a Customer requests an auction, the parties will agree on a term and the minimum acceptable price for the capacity before the auction will be posted. If the parties are unable to agree on an acceptable price for the capacity, or if Texas Gas initiates the auction, Texas Gas will select a term for the capacity being auctioned and set the minimum acceptable price, provided that the minimum acceptable price for the capacity will not be greater than \$1.8657 per MMBtu of maximum storage quantity ("Reserve Price").
- (d) Texas Gas will accept bids for FSS-M or ISS-M capacity through an auction conducted through its Internet Website. If more than one Package of capacity has been noticed for auction, a separate auction will be conducted for each Package. For FSS-M capacity, the Package will be auctioned within specified sequential time periods as set forth in the notice. For ISS-M capacity, the Package will be auctioned during the bidding period of at least 10 minutes established by the notice.
  - (i) All bids shall be binding on the Bidder. A bid can be withdrawn during the bidding period; however, any new or changed bid cannot have a lesser NPV than the Bidder's previous bid.
  - (ii) Texas Gas reserves the right to reject any bid which would require it to offer FSS-M or ISS-M service below the minimum acceptable bid.
  - (iii) At the end of the bid period, Texas Gas will determine the "Best Bid(s)" based upon the bid(s) that has the highest rate per MMBtu, up to the total Package capacity. If Texas Gas receives two or more equal bids that would qualify as the Best Bid(s) for the capacity being auctioned, Texas Gas will award to each Bidder its total bid if the total capacity of the combined Best Bids is equal to or less than the total Package capacity available; provided, however, if the total capacity of the combined Best Bids is greater than the total Package capacity available, Texas Gas will allocate the volumes between Bidders based upon their pro rata Best Bid(s) volume.
  - (iv) Steps (i) through (iii) above will occur for each Package of FSS-M or ISS-M capacity and will be completed before the subsequent Package of capacity is auctioned. This process will continue until all Packages included in the notice have been auctioned.

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- (v) Texas Gas shall notify the Customer with the Best Bid(s) ("Best Bidder(s)") by telephone within 10 minutes following the close of the auction. The Best Bidder(s) shall, within 10 minutes of notification, accept the capacity by notifying Texas Gas by telephone. Any Best Bidder(s) not accepting its bid prior to the 10-minute deadline will forfeit its capacity and Texas Gas will award the forfeited capacity to the next highest bidder. The next highest bidder will then accept its capacity within 10 minutes of notification or forfeit the capacity. If the Best Bidder(s) fail to accept the capacity within the 10-minute deadline, it will be required to pay the difference between the contract rate (as established by the Best Bid(s)) and the price received for the capacity when it is resold in a subsequent auction, multiplied by the volumes of the Best Bidder's highest bid. If the Best Bidder(s) fail to accept the capacity within the 10-minute deadline, Texas Gas shall have the ability to re-auction the capacity.
- (e) The Best Bidder(s) shall, within 24 hours, execute a new service agreement setting forth the terms and conditions of the Best Bid(s). The new service agreement will be provided to the Customer before the close of business on the day the capacity has been awarded. If the Best Bidder(s) fail to timely execute the new service agreement, it will be required to pay the difference between the contract rate (as established by the Best Bid(s)) and the price received for the capacity when it is resold in a subsequent auction multiplied by the volumes the Best Bidder(s) matched. If the Customer fails to timely execute the new service agreement, Texas Gas shall have the ability to re-auction the capacity.
- (f) Texas Gas shall post the results of the auction on its Internet Web Site no later than the close of business on the business day following the day of the award. The posting will include:
  - (i) name of Best Bidder(s);
  - (ii) Best Bid(s) rate(s);
  - (iii) duration on contract;
  - (iv) Contract Demand;
  - (v) injection point and withdrawal point; and
  - (vi) any affiliate relationship between Texas Gas and Best Bidder(s).



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- (v) Texas Gas shall notify the Customer with the Best Bid(s) ("Best Bidder(s)") by telephone within 10 minutes following the close of the auction. The Best Bidder(s) shall, within 10 minutes of notification, accept the capacity by notifying Texas Gas by telephone. Any Best Bidder(s) not accepting its bid prior to the 10-minute deadline will forfeit its capacity and Texas Gas will award the forfeited capacity to the next highest bidder. The next highest bidder will then accept its capacity within 10 minutes of notification or forfeit the capacity. If the Best Bidder(s) fail to accept the capacity within the 10-minute deadline, it will be required to pay the difference between the contract rate (as established by the Best Bid(s)) and the price received for the capacity when it is resold in a subsequent auction, multiplied by the volumes of the Best Bidder's highest bid. If the Best Bidder(s) fail to accept the capacity within the 10-minute deadline, Texas Gas shall have the ability to re-auction the capacity.
- (e) The Best Bidder(s) shall, within 24 hours, execute a new service agreement setting forth the terms and conditions of the Best Bid(s). The new service agreement will be provided to the Customer before the close of business on the day the capacity has been awarded. If the Best Bidder(s) fail to timely execute the new service agreement, it will be required to pay the difference between the contract rate (as established by the Best Bid(s)) and the price received for the capacity when it is resold in a subsequent auction multiplied by the volumes the Best Bidder(s) matched. If the Customer fails to timely execute the new service agreement, Texas Gas shall have the ability to re-auction the capacity.
- (f) Texas Gas shall post the results of the auction on its Internet Website no later than the close of business on the business day following the day of the award. The posting will include:
  - (i) name of Best Bidder(s);
  - (ii) Best Bid(s) rate(s);
  - (iii) duration on contract;
  - (iv) Contract Demand;
  - (v) injection point and withdrawal point; and
  - (vi) any affiliate relationship between Texas Gas and Best Bidder(s).

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**Sheet No. 2306** Sheet No. 2306

Sheet Nos. 2306 through 2399 are Reserved for Future Use

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FERC Docket: RP10-360-000

**First Revised Sheet No. 2400** First Revised Sheet No. 2400

Superseding: Original Sheet No. 2400

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12. Nominations, Confirmations, Scheduling and Curtailment of Services

- 12.1 Customer will deliver or cause to be delivered quantities of natural gas to Texas Gas for transportation at the Point(s) of Receipt specified in the Transportation Service Agreement on any day and Texas Gas will redeliver natural gas either directly to Customer or for the account of Customer at the Point(s) of Delivery, less any quantity of natural gas used by Texas Gas in providing transportation service hereunder.
- 12.2 Upon request of Texas Gas, Customer shall from time to time submit estimates of the daily, monthly, and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each point of receipt and each point of delivery and such other operating data as Texas Gas may require in order to plan its operations, to meet its Customer's requirements, and to render adequate service to its customers.
- 12.3 General Nomination Procedures
  - (a) Customers transporting under any of Texas Gas' Rate Schedules shall, except to the extent excused by such Rate Schedules, furnish or cause to be furnished to Texas Gas a nomination of the daily quantity(ies) of gas it desires to be received, transported, and redelivered for the nomination period, and any fuel, company use and unaccounted for quantities nominated pursuant to Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. Such nomination shall reflect the quantity of gas to be received, and the quantity of gas to be delivered for each Point of Receipt and corresponding Point of Delivery (Point to Point/Pathed Nomination). The total of such nominated quantity(ies) to be transported on Texas Gas' system shall not exceed the Contract Demand unless an Overrun Nomination is submitted and approved by Texas Gas. In addition, Customer agrees to provide Texas Gas any information as legally required by the Commission under any of its rules or regulations, and that such information is true and correct to the best of Customer's knowledge.
  - (b) Customer shall deliver or cause to be delivered to Texas Gas such daily quantities as nearly as possible at uniform hourly rates, except as provided for in Section 11.2 of Rate Schedule WNS. Unless mutually agreed otherwise, departures from the daily quantity which customer schedules for deliveries to Texas Gas shall be kept to the minimum permitted by operating conditions.
  - (c) Texas Gas will support a seven-days-a-week, twenty-four-hours-a-day nomination process and will provide emergency and after-hours telephone numbers on the Internet Website. Customer shall provide Texas Gas with Customer's designated contact person and emergency and after hours telephone numbers, updating such information as changes occur. Texas Gas will not be liable to Customer if Customer's contact information is outdated and Texas Gas' communication attempt(s) with such Customer are unsuccessful.

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- (d) The following types of nominations may, unless otherwise mutually agreed, be submitted by Customer.
- (i) Next Day nominations: Next day nominations are new nominations, or revisions to existing nominations, intended to be made effective at the beginning of the next Gas Day pursuant to Section 12.4.
- (ii) Intra-Day nominations:
- There are four types of Intra-Day nominations:
- Nominations received during the Gas Day for the same day of flow.
- Nominations received after the Nomination deadline for the following Gas Day.
- Nominations received pursuant to Section 11.2 of Rate Schedule WNS (a.m.).
- Nominations received pursuant to Section 11.2 of Rate Schedule WNS (p.m.).
- (iii) Overrun nominations: Overrun nominations are nominations for any quantity of gas in excess of Customer's Contract Demand.
- (iv) Imbalance nominations: Imbalance nominations are nominations for any quantity of gas used to correct imbalances.
- (e) Each type of Nomination must be separately nominated by Customer so that priorities of service can be accurately maintained.
- (f) Customer's nominations and Point Operator's confirmations may be submitted either via EDM or by facsimile transmission (fax).
- (g) Nomination Period shall mean the period of time Customer includes in a Nomination for gas service. All nominations should include Customer defined Begin Dates and End Dates, provided the Nomination Begin Dates and End Dates are within the term of Customer's Service Agreement.

12.4 Timely Nominations

- (a) The nomination, confirmation and scheduling deadlines for Timely nominations are as follows (all times are Central Clock Time):
- |  |                                 |
|--|---------------------------------|
| Nominations leave control of the nominating party  | 11:30 a.m.<br>Day prior to flow |
| Receipt of nominations by transporter, including From Title Transfer Tracking Service Providers (TTTSPs) | 11:45 a.m.<br>Day prior to flow |
| Texas Gas provides quick response for validity of data elements  | 12:00 p.m.<br>Day prior to flow |
| Receipt of completed confirmations by transporter from upstream and downstream connected parties         | 3:30 p.m.<br>Day prior to flow  |
| Scheduled Quantities made available by Texas Gas to shipper and point operator                           | 4:30 p.m.<br>Day prior to flow  |
| Effective Flow Time  | 9:00 a.m.<br>Next gas day       |

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 2402 Original Sheet No. 2402

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(Cont'd) (b) Standing nominations: Customer may submit a Timely nomination to be in effect for one or more days, months or years, provided the Begin Date and End Date are within the term of Customer's Service Agreement. A nomination to be in effect for more than one day is a Standing nomination. A Standing nomination may be replaced in whole or in part by another nomination to be in effect for all or a portion of the remaining nomination period of the Standing nomination. If the replacement nomination is for less than the remaining nomination period of the Standing nomination, the Standing nomination shall automatically spring back into effect at the end of the nomination period of the replacement nomination. 12.5 Intra-Day Nominations (a) Any nomination submitted after the deadline set forth in Section 12.4 above shall be considered an Intra-Day nomination. Texas Gas shall have the right at any time to limit acceptance of an Intra-Day nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Intra-Day nominations are only in effect for the remainder of the gas day and will replace the Standing nomination, if any, only for the duration of that Gas Day. (b) The nomination, confirmation and scheduling deadlines for Intra-Day Nominations are as follows (all times Central Clock Time): (i) Evening Nomination Cycle: begins with the nomination period starting after the 11:30 a.m. deadline for Timely Nominations detailed above and ending no later than 6:00 p.m. on day prior to gas flow. Nominations leave control of nominating party 6:00 p.m. Receipt of nominations by transporter, including 6:15 p.m. from TTTSPs Day prior to flow Texas Gas provides quick response for validity of data elements 6:30 p.m. Receipt of completed confirmations by transporter Day prior to flow from upstream and downstream connected parties 9:00 p.m. Day prior to flow

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FERC Docket: RP08-392-000

Original Sheet No. 2403 Original Sheet No. 2403

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(Cont'd) Scheduled Quantities made available by Texas Gas to  
affected shippers and point operators including notice to bumped parties  
10:00 p.m. Day prior to  
flow Effective Flow Time 9:00 a.m.  
Next gas day (ii) Intra-Day  
Nomination Processing Cycle No. 1: begins with the nomination period starting after  
the 6:00 p.m. deadline for Evening Nominations detailed above and ending no later  
than 10:00 a.m. on the day of gas flow. Nominations leave  
control of nominating party 10:00 a.m.  
Day of flow Receipt of Nominations by transporter, including 10:15  
a.m. from TTSPs Day of flow  
Texas Gas provides quick response for validity of data elements  
10:30 a.m. Day of  
flow Receipt of completed confirmations by transporter from  
upstream and downstream connected parties  
1:00 p.m. Day of flow  
Scheduled Quantities made available by Texas Gas to affected shippers  
and point operators including notice to bumped parties 2:00 p.m.  
Day of flow  
Effective Flow Time 5:00 p.m.  
Day of flow (iii) Intra-Day Nomination Processing Cycle No.  
2: begins with the nomination period starting after the 10:00 a.m. deadline for  
Cycle No. 1 Nominations detailed above and ending no later than 5:00 p.m.  
on the day of gas flow. Nominations leave control of nominating party  
5:00 p.m. Day of flow

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FERC Docket: RP10-360-000

**First Revised Sheet No. 2404** First Revised Sheet No. 2404

Superseding: Original Sheet No. 2404

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(Cont'd)

- |  |                          |
|--|--------------------------|
| Receipt of Nominations by transporter, including from TTTSPs   | 5:15 p.m.<br>Day of flow |
| Texas Gas provides quick response for validity of data elements  | 5:30 p.m.<br>Day of flow |
| Receipt of completed confirmations by transporter from upstream and downstream connected parties   | 8:00 p.m.<br>Day of flow |
| Scheduled Quantities made available by Texas Gas to affected shippers and point operators - No bumping allowed under Cycle No. 2 Nominations | 9:00 p.m.<br>Day of flow |
| Effective Flow Time  | 9:00 p.m.<br>Day of flow |
- (iv) Intra-Day Nomination A.M. Processing Cycle for WNS Service:
- |                     |   |
|---------------------|---|
| Nominations         | hourly, 9:00 a.m.<br>to 11:00 a.m.<br>Day of flow           |
| Effective Flow Time | no earlier than 2<br>hours from when<br>request is received |
- (v) Intra-Day Nomination P.M. Processing Cycle for WNS Service:
- |                     |   |
|---------------------|---|
| Nominations         | hourly, 4:00 p.m.<br>to 6:00 p.m.<br>Day of flow            |
| Effective Flow Time | no earlier than 2<br>hours from when<br>request is received |
- (c) All nominations, including intra-day nominations, shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations shall include an effective date and time. The interconnected parties shall agree on this hourly flow of the intra-day nomination, if not otherwise addressed in Texas Gas' contract or tariff.
- (d) Texas Gas will schedule Intra-Day nominations, subject to it being able to confirm and verify such nomination change at both receipt and delivery points. Texas Gas will provide notice to shippers of mid-day bumping of interruptible service as described herein by phone or facsimile as elected by shipper, until such time as Texas Gas provides direct notice of such bumping using Internet email or direct notification to shipper's URL address consistent with Order No. 587-G.
- 12.6 Customers electing to utilize Point(s) of Receipt and/or Point(s) of Delivery available on third party pipeline systems within the capacity contracted for and utilized by Texas Gas pursuant to Section 25.8 of the General Terms and Conditions, must provide nominations to Texas Gas in accordance with this Section 12 or three (3) hours prior to nomination and scheduling deadline(s) of the third party pipeline, whichever is earlier.

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FERC Docket: RP08-392-000

Original Sheet No. 2405 Original Sheet No. 2405

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(Cont'd) 12.7 Imbalance Nominations Customers shall nominate to Texas Gas the quantity of gas, to be used to correct imbalances. Such Imbalance Nomination will be scheduled in accordance with Texas Gas' nomination procedures, subject to available capacity. To the extent capacity is unavailable to meet all Imbalance nomination requests, Texas Gas will allocate available capacity pro rata based on such Imbalance nominations. When not in conflict with Texas Gas' tariff, Texas Gas will use Customer provided priority rankings when making reductions during the scheduling process.

12.8 Confirmation and Scheduling of Gas Receipts and Deliveries (a) When not in conflict with Texas Gas' tariff, Texas Gas will use Customer provided priority rankings when making reductions during the scheduling process. If such rankings are not provided, Texas Gas will schedule available capacity pro rata based on Customer nominations.

(b) Scheduled Quantities will be made available to the Point Operator, Customer, and/or Nominating Party via EDM, or, where agreed to by Texas Gas, via fax.

(c) Customers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination to confirm all such nominations.

12.9 Customer shall make all necessary arrangements with other parties at or upstream of the point(s) of receipt where it tenders gas to Texas Gas for transportation. Such arrangements shall be coordinated with Texas Gas' Gas Transportation & Capacity Allocation Department.

12.10 Priorities Applicable for Scheduling Capacity at Point(s) of Receipt Texas Gas shall allocate capacity at receipt points in sequence as follows:

(a) Pro rata among firm transportation customers using primary Points of Receipt pursuant to Texas Gas' Firm Rate Schedules, and TAPS where the TAPS customer is utilizing the primary receipt point capacity of the corresponding transportation agreement it is feeding.

(b) Pro rata among firm transportation customers using secondary Points of Receipt pursuant to Texas Gas' Firm Rate Schedules, and TAPS where such service is feeding a downstream firm service transportation agreement.



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(Cont'd) (c) Among interruptible transportation customers pursuant to Texas Gas' Interruptible Rate Schedules, and among transportation customers receiving authorized overrun service pursuant to Texas Gas' Firm and Interruptible Rate Schedules based upon the highest rate paid. Such transportation customer may increase its rate paid to Texas Gas' maximum applicable rate to obtain a higher scheduling priority for quantities nominated pursuant to the applicable Rate Schedule above. Capacity shall be allocated on a pro rata basis among customers willing to pay the same unit rate for such service. (d) Pro rata among customers utilizing Rate Schedule TAPS to feed a downstream interruptible transportation agreement and to feed authorized overrun service pursuant to a Firm Rate Schedule. Customers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of this Section 12.10. 12.11 Priorities Applicable for Scheduling Capacity at Point(s) of Delivery Texas Gas shall allocate capacity at Points of Delivery in sequence as follows: (a) Pro rata among firm transportation customers using primary Points of Delivery pursuant to Texas Gas' Firm Rate Schedules. (b) Pro rata among firm transportation customers using secondary Points of Delivery upstream of their primary Points of Delivery pursuant to Texas Gas' Firm Rate Schedules. (c) Pro rata among firm transportation customers using secondary Points of Delivery downstream of their primary Points of Delivery pursuant to Texas Gas' Firm Rate Schedules. (d) Among interruptible transportation customers pursuant to Texas Gas' Interruptible Rate Schedules, and among transportation customers receiving authorized overrun service pursuant to Texas Gas' Firm and Interruptible Rate Schedules based upon the highest rate paid. Such transportation customer may increase its rate paid to Texas Gas' maximum rate to obtain a higher scheduling priority for quantities nominated pursuant to the applicable Rate Schedule above. Capacity shall be allocated on a pro rata basis among customers willing to pay the same unit rate for such service.

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Original Sheet No. 2407 Original Sheet No. 2407

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(Cont'd) Customers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of this Section 12.11. 12.12

Priorities Applicable for Scheduling Capacity on the Mainline If insufficient pipeline capacity exists to satisfy all requests for transportation service, Texas Gas shall allocate mainline capacity in sequence as follows, with 12.12(a) and 12.12(b) being treated equally for allocation of mainline capacity: (a) Pro rata to firm transportation customers utilizing in-the-path firm transportation service pursuant to Texas Gas' Firm Rate Schedules. In- the-path firm transportation service consists of firm transportation service from primary or secondary Points of Receipt in the zone in which a firm customer has reserved firm transportation capacity, or portion of the zone in which a firm customer has not released its firm capacity rights pursuant to Section 16 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, to the firm customer's primary Point of Delivery or to a secondary Point of Delivery physically located upstream of the firm customer's primary Point of Delivery. (b) Pro rata to firm transportation customers delivering gas to downstream secondary Points of Delivery where the firm customers are utilizing firm in-the-path capacity pursuant to Texas Gas' Firm Rate Schedules through the capacity constrained point. (c) Pro rata among firm transportation customers transporting gas through Texas Gas' mainline to either an upstream or downstream secondary Point of Delivery where firm transportation customers are utilizing out-of-path capacity pursuant to Texas Gas' Firm Rate Schedules through a part of the mainline system where there is insufficient capacity to satisfy all requests for firm transportation service. Out-of-path transportation service consists of firm transportation service in which a firm customer utilizes capacity that is physically located outside their primary path, regardless of whether such out-of-path capacity is in the same zone or in an upstream zone of the firm customer's primary Point of Delivery or is downstream of the firm transportation customer's firm capacity path. (d) Among interruptible transportation customers pursuant to Texas Gas' Interruptible Rate Schedules and among transportation customers receiving authorized overrun service pursuant to Texas Gas' Firm and Interruptible Rate Schedules based upon the highest rate paid. Such transportation customer may increase its rate paid to Texas Gas' maximum applicable rate to obtain a higher scheduling priority for quantities nominated pursuant to the applicable Rate Schedule above. Capacity shall be allocated on a pro rata basis among customers willing to pay the same unit rate for such service. Customers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of this Section 12.12.

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GENERAL TERMS AND

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(Cont'd) 12.13 Curtailment of Pipeline Capacity and Curtailment of Gas Supply Shortage Among Services (a) If, as the result of capacity constraints or any other reason set forth in this Section 12.13, Texas Gas is required to curtail or interrupt service, then Texas Gas shall allocate such reduced available capacity in accordance with Sections 12.10, 12.11, and 12.12 herein. (b) The full curtailment or interruption of the lower category quantities is required before curtailment or interruption of any higher category quantity is commenced, during a particular period of daily interruption, i.e., services pursuant to Section 12.11(d) are required to be fully curtailed first, then service pursuant to Section 12.11(c), then service pursuant to Section 12.11(b), and so on. (c) Localized Curtailment or Interruption: Where ability to render service is impaired in a particular segment of Texas Gas' system, then curtailment or interruption of service shall be effected in accordance with the above-listed priorities of service only in that segment of Texas Gas' system in which service is impaired. (d) If, as the result of gas supply shortage curtailment or interruption of service is required, Texas Gas shall allocate gas quantities received pursuant to the successive PDA(s) in effect at the receipt points where such gas supply shortage occurs in accordance with Section 13.1. (e) For Transportation Service requested to commence where insufficient capacity exists to provide such requested service, Texas Gas shall interrupt Customers in a lower category of service in order to provide the requested service to customers in a higher category of service pursuant to Sections 12.10, 12.11, and 12.12 herein, except during the Intra-Day Nomination Processing Cycle No. 2. However, Texas Gas shall not be required to interrupt service to customers within the same category of service. (f) Relief from Capacity Curtailments in Emergency Situations: Texas Gas shall adjust curtailments made pursuant to the foregoing provisions to the extent necessary to respond to emergency situations (including environmental emergencies) during periods of capacity curtailments. An emergency situation exists when irreparable injury to life or property may occur if natural gas is not delivered to customer. Emergency exemption from curtailment procedures or orders under this Section 13.2 may be requested by a Customer when supplemental deliveries are required to forestall irreparable injury to life or property, and if such customer, to the extent feasible, has arranged to use all alternate sources of supply and capacity available for the period involved. Such requests shall be submitted by the Customer to Texas Gas by either telephone or fax and confirmed in writing with an affidavit attesting to the emergency within five (5) working days of the request.

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Texas Gas shall adjust deliveries to such Customer to avoid such emergency to the extent Texas Gas can permit such adjustment without creating similar emergencies for other customers or jeopardizing Texas Gas' operations. Any relief granted hereunder to such firm transportation Customer shall consist exclusively of an additional allocation of capacity, and Texas Gas shall have no obligation to provide quantities of gas not otherwise available to such firm transportation Customer under the terms and conditions of the pertinent transportation agreement. Texas Gas shall not be liable to any party for any damages whatsoever resulting from curtailment pursuant to this Section 13.2. Any Customer receiving short-term relief under this Section 13.2 shall consist of a compensate any other Customer injured thereby. Such compensation shall consist of a payment to the injured customer, by the Customer receiving relief of the transportation rate for the capacity taken from the injured Customer.

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**Sheet No. 2410** Sheet No. 2410

Sheet Nos. 2410 through 2499 Are Reserved For Future Use

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Original Sheet No. 2500 Original Sheet No. 2500

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Section 1313. Allocations 13.1

Predetermined Allocation At all points of Receipt and Delivery that don't have Operator  
Level Operational Balancing Agreements in place or at pooling and/or storage points, Texas  
Gas will require Predetermined Allocation. PDAs will allow Texas Gas to allocate all gas  
receipts and deliveries on a daily basis and to provide such daily operating  
information to Customers on its system. PDAs will be with the operator of the facility  
immediately upstream or downstream at the point which Texas Gas delivers or receives gas.  
In addition to PDAs with operators of interconnecting facilities, Texas Gas will accept  
PDA's from the first level upstream identifier in the nominations at receipt points. Each  
Customer shall be responsible for ensuring that its suppliers submit PDAs as provided  
herein. All PDAs must be submitted to Texas Gas after or during confirmation but prior to  
the end of the gas day via EDM or Fax and set forth the methodology for daily allocation  
of confirmed gas quantities of those entities when the allocator has the right to  
allocate. Such PDA shall specify how any daily underages or overages from the  
confirmed nominated quantities should be allocated among the entities listed. Only one PDA  
methodology per party per point will be accepted for an allocation period. The PDA will  
not become effective unless Texas Gas has confirmed the nominated receipts and deliveries.  
(a) Properly executed PDAs will be assumed to be accepted by Texas Gas when  
submitted, unless Texas Gas notifies such party within 24 hours via EDM or  
Fax that such allocation can not be administered. (b) A PDA will be effective as of the  
date specified therein (which may not be earlier than the date on which the  
confirmed quantities are to flow) and will continue in effect through the ending  
flow date unless the PDA party submits a new PDA prior to that time that is accepted  
by Texas Gas. PDAs may be submitted to Texas Gas on any gas day during the month.  
Parties submitting PDAs shall be responsible for keeping the entities for whom the  
party is submitting the PDA informed as to the contents of the PDA. (c)  
After the end of each month, Texas Gas shall make available to each party  
submitting an effective PDA with a monthly allocation summary showing the daily gas  
quantities allocated in accordance with such PDAs. No retroactive changes to the  
PDA may be made unless Texas Gas and all parties affected by such retroactive change  
to the PDA agree in writing. (d) In the event Texas Gas is utilizing its upstream  
capacity in other pipelines to transport gas for a Customer, the PDA or allocation  
methodology, if any, of those upstream pipelines shall provide the first  
level PDA applicable to such upstream transportation.

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GENERAL TERMS AND

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Section 13

(Cont'd) (e) If the party owning processing rights to gas received by Texas Gas for transportation service hereunder elects to process such gas during any month, then the operator of the processing plant where the gas will be processed must provide Texas Gas with the estimated shrinkage percentage applicable to such gas. The gas quantity available for transportation by Texas Gas and subject to the PDA, shall be all gas received after reduction for the estimated shrinkage applicable to processing. (f) If Operator of a processing plant elects to transport gas then their processing plant for the purpose of in-kind PVR replacement, such transportation agreement shall not be identified to take all, over- or under-deliveries in a PDA at any receipt point which it is utilizing for transportation service. (g) For parties not submitting PDA's via EDM, there is a proposed PDA form available in the Forms section of Texas Gas' Internet Website. Parties are required to use this form, or such other format as the parties may agree to in writing, and submit prior to end of the gas day. On such form the party submitting the PDA shall identify the method(s) for allocating daily overages and underages from the confirmed nominations among the operator or producer or upstream or downstream Customer of the gas identified on the form. Such form shall also specify the effective date of such predetermined allocation. Such PDA when submitted shall be binding as between Texas Gas and the party submitting the PDA. (h) Both Texas Gas and the parties submitting the PDA recognizes that to the extent they have control, they will take the appropriate steps so that the volumes actually received or delivered by Texas Gas at the Interconnection Point(s) identified on the PDA will equal, to the extent reasonably possible, the confirmed nominations. Any overage or underage should be inadvertent. It is intended that the PDA will work in conjunction with, and in no way replace, the normal communications between the parties to confirm gas nominated for delivery or receipt at the applicable Interconnection Point. (i) Texas Gas shall not have any liability to any Customer, or any other party to a PDA, as a result of Texas Gas' reliance on any allocation methodology described herein, and such parties shall indemnify Texas Gas from and against any and all losses, damages, expenses, and claims, as a result of Texas Gas' reliance on such allocation methodology.

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**First Revised Sheet No. 2502** First Revised Sheet No. 2502

Superseding: Original Sheet No. 2502

GENERAL TERMS AND CONDITIONS

Section 13

(Cont'd)

13.2 Operational Balancing Agreements

- (a) Texas Gas will enter into Operational Balancing Agreements with parties whose pipeline, processing plant, or production facilities interconnect with Texas Gas' system. Texas Gas' execution of an OBA is contingent upon the OBA party meeting Texas Gas' credit standards as contained in Section 5 of the General Terms and Conditions of this tariff.
- (b) Texas Gas and the OBA party will mutually agree on the method for resolving OBA imbalances. Methods for resolving imbalances include, but are not limited to: in-kind replacement, cash out payments based on Texas Gas' cash-out provisions as contained in Section 14 herein or other mutually agreed upon market price indices or procedures. Texas Gas will negotiate the method for resolving OBA imbalances on a nondiscriminatory basis.
- (c) A pro forma OBA is contained in this Texas Gas FERC Gas Tariff.



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Superseding: First Revised Sheet No. 2502

GENERAL TERMS AND CONDITIONS

Section 13

(Cont'd)

13.2 Operational Balancing Agreements

- (a) Texas Gas will enter into Operational Balancing Agreements with parties whose pipeline, processing plant, or production facilities interconnect with Texas Gas' system. Texas Gas' execution of an OBA is contingent upon the OBA party meeting Texas Gas' credit standards as contained in Section 5 of the General Terms and Conditions of this tariff.
- (b) Texas Gas and the OBA party will mutually agree on the method for resolving OBA imbalances. Methods for resolving imbalances include, but are not limited to: in-kind replacement, cash out payments based on Texas Gas' cash-out provisions as contained in Section 14 herein or other mutually agreed upon market price indices or procedures. Texas Gas will negotiate the method for resolving OBA imbalances on a nondiscriminatory basis.

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**Sheet No. 2503** Sheet No. 2503

Sheet Nos. 2503 through 2599 Are Reserved For Future Use

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Original Sheet No. 2600 Original Sheet No. 2600

CONDITIONS

Section 1414.

GENERAL TERMS AND

Imbalance Resolution Procedures

(a) Texas Gas will provide by electronic or other available means of communication, its best available operating data on gas receipts and deliveries to Customer on a daily basis within 24 hours of the end of the gas day. Daily operational information shall include information on daily gas flow provided by Electronic Flow Measurement (EFM), telemetry, or any other means Texas Gas would use to provide Customers with its best estimate of daily gas receipts and deliveries for that Customer's account. Such daily operating data provided Customer as to gas receipts and deliveries shall be allocated pursuant to the PDAs in effect. Customer's imbalance percentage will be determined from actual data; however, Customer may utilize Texas Gas' operating data for purposes of correcting imbalances, if any, during the month. (b) All imbalances accrued by Customer under its transportation agreements shall be resolved on a monthly basis pursuant to the provisions herein and subject to the provisions of Section 15 of these General Terms and Conditions. At the end of each month, Texas Gas will calculate the imbalance under all Customer's transportation agreements. The monthly imbalance will be determined by comparing actual receipts, less fuel, to actual deliveries for each agreement. If actual data shows Customer is subject to cash-out, Texas Gas shall review the operating data provided Customer prior to any cash-out. If Customer's cash-out percentage using operating data is less than that using actual data, then Texas Gas shall cash-out Customer's actual imbalance by using operating data to determine the applicable cash-out percentage. A Customer nominating gas receipts from a paper Pooling Point will be allocated gas receipts equal to confirmed nominations, with the Pooling Supplier being responsible for the differences between actual gas receipts and nominations at the individual receipt points into Texas Gas' system. (c) All monthly imbalances accrued by Customer under Customer's various transportation agreements will be combined to determine the actual net imbalance for Customer for purposes of the following calculation. The actual net imbalance then will be divided by the sum of the total gas quantities delivered under all such transportation agreements for Customer during the month (excluding pool to pool transfers under Rate Schedule TAPS) to yield Customer's net imbalance percentage for the month. (d) If Customer has accrued a net monthly imbalance such that the total quantities of gas received by Texas Gas for Customer's account during the month are less than the total quantities of gas delivered by Texas Gas for Customer's account during the month, then Customer shall make up in-kind any imbalance equal to or below a net imbalance percentage of two percent and may elect to make up in-kind net imbalances from two to five percent pursuant to Sections 14 (I) and (j) below. Customer shall pay Texas Gas for the remainder, if any, of Customer's net monthly imbalance (in MMBtu) in excess of that to be made up in-kind according to the following table:

Percentage of	Percentage	Applicable Index Price
>2% to 5%	100% x highest weekly average price	>5% to 10%
110% x highest weekly average price		>10% to 15%
x highest weekly average price	>15% to 20%	130% x highest weekly average price
average price	>20% to 25%	140% x highest weekly average price
> 25%	150% x highest weekly average price	Customer

shall pay Texas Gas for their net monthly imbalance calculated herein in accordance with Section 15 of the General Terms and Conditions of this Tariff.

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Original Sheet No. 2601 Original Sheet No. 2601

GENERAL TERMS AND

CONDITIONS

Section 14

(Cont'd) (e) If Customer has accrued a net monthly imbalance such that the total quantities of gas received by Texas Gas for Customer's account during the month are greater than the total quantities of gas delivered by Texas Gas for Customer's account during the month, then Customer shall make up in-kind any imbalance equal to or below a net imbalance percentage of two percent and may elect to make up in-kind net imbalances from two to five percent pursuant to Sections 14 (I) and (j) below. Texas Gas shall pay Customer for the remainder, if any, of its net monthly imbalance (in MMBtu) in excess of that to be made up in-kind according to the following table:

Percentage of Applicable	Percentage	Index
Price	>2% to 5%	100% x lowest weekly average price
	>5% to 10%	90% x lowest weekly average price
	>10% to 15%	80% x lowest weekly average price
	>15% to 20%	70% x lowest weekly average price
	>20% to 25%	60% x lowest weekly average price
	>25%	50% x lowest weekly average price

It is agreed, however, that in the event Customer owes Texas Gas any payments under Section 14(d) above, from a previous month which are past due, Texas Gas shall have the right hereunder to offset payments it owes to Customer under Section 14(e) by such past due amounts (inclusive of interest). (f) The Net Imbalance Percentages contained in Section 14(d) and Section 14(e), will be used to calculate the cash-out price for imbalances that fall within each category. For example, Customer with a Net Imbalance Percentage of 12% will: make-up in-kind for 2% of the imbalance; at its election either make-up in-kind or cash-out at the 2% to 5% price for 3% of the imbalance; cash-out at the 5% to 10% price for 5% of the imbalance; and cash-out at the 10% to 15% price for the remaining 2% of the imbalance. (g) Except as provided in subsections (i) and (m) of this Section 14, Texas Gas shall use either the highest or lowest weekly average price determined each month as the applicable "Index Price" for cashing out all monthly imbalances subject to cash-out hereunder. The weekly average price for each week shall be a price determined by averaging the weekly price for spot gas supplies "Delivered to Pipeline" at Gulf Coast, Onshore Louisiana and at North Louisiana as contained in the table "Gas Price Report" of the publication "Natural Gas Week." The weeks to be used in determining each month's highest weekly average price and lowest weekly average price shall include all weeks that such publication is issued within that calendar month plus the first week of the next calendar month. The monthly average index price used in subsection (i) and (m) shall be the average of each of the weekly average prices for the month as determined above.

CONDITIONS

Section 14

(Cont'd) (h) In the event Texas Gas is utilizing its upstream capacity in other pipelines to transport gas for a Customer, the cash-out provisions, if any, of those upstream pipelines shall be applicable to such upstream transportation rather than Texas Gas' cash-out provisions. (i) Subject to the provisions of Section 14(h) above, Customers shall resolve their monthly transportation imbalances within the 0% to 2% Net Imbalance Percentage range and may elect to resolve their monthly transportation imbalances within the 2% to 5% Net Imbalance Percentage range through in-kind replacement. All transportation imbalances in excess of the 0% to 5% Net Imbalance Percentage must be cashed out at the appropriate percentages in 14(d) and (e) above. Customers using in-kind replacement for imbalance resolution have thirty (30) days from date of notification by Transporter to nominate and resolve their imbalances. Imbalances not resolved within this thirty (30) day period are subject to cash-out at the 5% to 10% Net Imbalance Percentage for determining the Cash-Out Index Price. The cash-out index price to be used for cash-out shall be the greater of the month in which the imbalance occurred or the month in which the imbalance is cashed out. If Customer makes a good faith effort throughout the 30 days provided for in-kind replacement of imbalance volumes, but is unable to fulfill its in-kind make-up obligations solely as a result of Texas Gas' inability to take or deliver such make-up gas, then Texas Gas will cash-out Customer's imbalance at 100% monthly average index. (j) Customers must make an election to utilize the in-kind replacement option for resolving net transportation imbalances from two to five percent within the guidelines of Section 14(i) above. Once elected, Customer must utilize this election for the entire election period. Elections will be allowed effective November 1 and May 1 of each year. (k) Subject to the provisions of Section 14(h) above, Customers may resolve their monthly transportation imbalances by trading their imbalance with another Customer within the same OIA. If customer authorization exists, Texas Gas will post imbalances available for trades on its Internet Website on or before the ninth business day of the month. New authorizations to Post Imbalances received at Texas Gas by 11:45 a.m. will be posted by 8:00 a.m. the next business day (Central Clock Time). Customers trading offsetting imbalances must provide Texas Gas a notice and confirmation of their agreement to trade imbalances in writing and signed by both Customers. Texas Gas will provide customers the ability to authorize imbalance posting and trading until at least the close of the seventeenth business day of the month. Customers must make-up in-kind or cash out all monthly transportation imbalances not resolved through trading in accordance with Section 15 of these General Terms and Conditions. (l) Imbalances accrued by a Processor under its Liquefiables Transportation Agreement during a month shall be resolved by Texas Gas and the Processor pursuant to the provisions of this Section 14.

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Superseding: First Revised Sheet No. 2603

GENERAL TERMS AND CONDITIONS

Section 14

(Cont'd)

- (m) Imbalances accrued by Customer as a result of a force majeure event on Texas Gas' system during a month, shall be resolved by Texas Gas and Customer pursuant to the provisions of this Section; provided, however, that the price to be paid by Texas Gas or Customer for Customer's net monthly imbalance accrued during the month in which the force majeure event occurred shall be 100% of the monthly average Index Price in effect for that month.
- (n) Commencing with the effective date of this section, Texas Gas shall accumulate any differences between the revenues received by Texas Gas and the costs incurred by Texas Gas under the cash-out provisions of this section during each subsequent twelve-month period (annual billing period).
  - (i) Following each Annual Billing Period, Texas Gas shall compare the cash-out revenues for the period, including without limitation OBA cash-out revenues, plus any carry forward amounts, including interest, ("Total Cash-Out Revenues") with the cash-out costs for the period. If the Total Cash-Out Revenues exceed the cash-out costs incurred, and such excess is equal to or greater than \$1,000,000, then Texas Gas shall file within 90 days of the end of the Annual Billing Period to establish a refund applicable to both its Firm and Interruptible Rate Schedules to return the net overrecoveries. Texas Gas shall refund to Customers within 30 days following such filing pro rata based upon throughput for NNS, NNL, SGT, SGL, SNS, WNS, STF, FT and IT quantities for the Annual Billing Period.

If the Total Cash-Out Revenues exceed the costs incurred by less than \$1,000,000, then Texas Gas shall carry forward the net balance to the next Annual Billing Period. Interest will be calculated on the net balance in the cash-out tracker in accordance with Section 154.501(d) of the Commission's regulations. In the event of a refund, the interest will be included in the amount refunded to Customers. In the event a refund is not due, interest will be calculated on the net balance and such balance, with interest, will carry forward to the subsequent Annual Billing Period.
- (o) System Management Purchase Authority: Texas Gas may, at its discretion, use proceeds received from the cash-out of imbalances due Texas Gas under this Section 17 to purchase quantities of gas at any time and from time to time, as needed, for management of its pipeline system. Purchases shall be accounted for at the actual cost of gas, except purchases from a Texas Gas marketing affiliate shall be valued at the lower of the actual cost of gas or the 100% cash-out monthly average index price as determined in Section 17.3(g) herein. Purchases shall be documented and accounted for in the annual filings made under Section 17.3(n). Likewise, Texas Gas, at its discretion may dispose of any net excess quantities of gas it has received, as a result of the cash-out of overdeliveries to Texas Gas under this Section 17 at any time and from time to time, as needed, for management of its pipeline system.

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**Sheet No. 2604** Sheet No. 2604

Sheet Nos. 2604 through 2699 Are Reserved For Future Use

**Substitute Original Sheet No. 2700** Substitute Original Sheet No. 2700

GENERAL TERMS AND CONDITIONS  
Section 15

15. Billing and Payment

- 15.1 Monthly invoice date: Texas Gas shall render invoices on or before the ninth (9th) business day of each month for all gas delivered and gas service furnished during the preceding month, including a monthly cash-out and imbalance statements, according to the measurement, computations, and charges provided in this tariff. For purposes of delivery of invoices via the Texas Gas Internet Website, render shall mean time-stamped.
- 15.2 Delivery Method: The default delivery method for the Texas Gas Customer invoice package is the Texas Gas internet website. Such Customers will receive e-mail notification when monthly invoices are finalized for payment review. Customer may request one of the following alternate delivery methods if they cannot use an on-line invoice for payment purposes: (1) mail via the U.S. Post Office to the address provided by the Customer; (2) mail via overnight delivery at the Customer's expense; or (3) delivery via EDI to a designated site. If Customer elects an alternate delivery method, it will remain in effect until changed by Customer; provided, however, that Customer shall not change its delivery method more often than once in any twelve month period.
- 15.3 Customer's information: When information necessary for Texas Gas' billing purposes is in the control of Customer, Customer shall furnish or cause to be furnished such information to Texas Gas on or before the fifth (5th) calendar day of each month.
- 15.4 Right of examination: Both Texas Gas and Customer shall have the right to examine at any reasonable time the books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under or pursuant to the provisions of this tariff.
- 15.5 Payment method and due date: Customer shall make payment to Texas Gas by electronic funds transfer to a depository designated by Texas Gas, unless Customer, whose total monthly invoices are less than \$100,000, elects to make payment by check. All payments are due ten (10) calendar days after the invoice is rendered except when such day is a Saturday, Sunday, or bank holiday, in which case payment is due the following business day. Payment shall be made for invoices rendered pursuant to Section 15.1. Customer making payment should submit supporting documentation; Texas Gas should apply payment per supporting documentation provided by the paying party, and if payment differs from invoice amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two Business Days of the payment due date. If invoice is in dispute, Customer shall pay portion not in dispute and provide documentation identifying basis for the dispute.
- 15.6 Penalty for late payment: Should Customer fail to pay all or a portion of any invoice when such amount is due, as herein provided, Customer shall pay Texas Gas interest. Interest on the unpaid portion of the invoice shall be computed by multiplying (a) the unpaid portion of the invoice by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the interest rate calculated in accordance with Section 154.67(c) of the Commission's Regulations. The interest charge provided for by this Section 15.6 shall be compounded monthly.



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**First Revised Sheet No. 2700** First Revised Sheet No. 2700

Superseding: Substitute Original Sheet No. 2700

GENERAL TERMS AND CONDITIONS  
Section 15

15. Billing and Payment

- 15.1 Monthly invoice date: Texas Gas shall render invoices on or before the ninth (9th) business day of each month for all gas delivered and gas service furnished during the preceding month, including a monthly cash-out and imbalance statements, according to the measurement, computations, and charges provided in this tariff. For purposes of delivery of invoices via the Texas Gas Internet Website, render shall mean time-stamped.
- 15.2 Delivery Method: The default delivery method for the Texas Gas Customer invoice package is the Texas Gas internet website. Such Customers will receive e-mail notification when monthly invoices are finalized for payment review. Customer may request one of the following alternate delivery methods if they cannot use an on-line invoice for payment purposes: (1) mail via the U.S. Post Office to the address provided by the Customer; (2) mail via overnight delivery at the Customer's expense; or (3) delivery via EDI to a designated site. If Customer elects an alternate delivery method, it will remain in effect until changed by Customer; provided, however, that Customer shall not change its delivery method more often than once in any twelve month period.
- 15.3 Customer's information: When information necessary for Texas Gas' billing purposes is in the control of Customer, Customer shall furnish or cause to be furnished such information to Texas Gas on or before the fifth (5th) calendar day of each month.
- 15.4 Right of examination: Both Texas Gas and Customer shall have the right to examine at any reasonable time the books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under or pursuant to the provisions of this tariff.
- 15.5 Payment method and due date: Customer shall make payment to Texas Gas by electronic funds transfer to a depository designated by Texas Gas, unless Customer, whose total monthly invoices are less than \$100,000, elects to make payment by check. All payments are due ten (10) calendar days after the invoice is rendered except when such day is a Saturday, Sunday, or bank holiday, in which case payment is due the following business day. Payment shall be made for invoices rendered pursuant to Section 15.1. Customer making payment should submit supporting documentation; Texas Gas should apply payment per supporting documentation provided by the paying party, and if payment differs from invoice amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two Business Days of the payment due date. If invoice is in dispute, Customer shall pay portion not in dispute and provide documentation identifying basis for the dispute.
- 15.6 Penalty for late payment: Should Customer fail to pay all or a portion of any invoice when such amount is due, as herein provided, Customer shall pay Texas Gas interest. Interest on the unpaid portion of the invoice shall be computed by multiplying (a) the unpaid portion of the invoice by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the current rate of interest on pipeline refunds established by Commission regulations. The interest charge provided for by this Section 15.6 shall be compounded monthly.

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(Cont'd) 15.7 In the event an error is discovered in the measured quantities, allocated quantities, or the rate billed in any statement rendered by Pipeline, such error shall be adjusted on the next invoice due to the Customer, provided that claim therefore shall have been made within six (6) months from the date of such statement, with a three-month rebuttal period. Such time limits shall not apply in the case of omission or misrepresentation, or mutual mistake of fact. Parties' other statutory or contractual rights will not otherwise be diminished by this standard. 15.8 Bona fide disputes: In the event of a bona fide dispute between the parties concerning the amount of the unpaid invoice, Texas Gas shall not suspend service under the notification procedure outlined in Section 15.9 when Customer acts in a timely manner to provide additional information and security for Texas Gas in accordance with the following procedures: (a) Identify dispute: Within ten (10) calendar days after the due date of any payment, Customer shall notify their Texas Gas Customer Service Representative by written correspondence of the amount billed that is in bona fide dispute, as previously indicated on the remittance statement required by Section 15.4, and of all reasons and documentation why Customer believes full payment is not appropriate; and (b) Payment security: Within thirty (30) days after the due date of any payment, Customer shall either pay in full the total amount billed without prejudice to Customer's rights to dispute all or part of said amount and subject to return of the disputed amount so identified, with interest calculated in accordance with Section 15.6, after resolution of that dispute in favor of Customer, or pay the undisputed portion of the amount billed in full and furnish good and sufficient surety bond, guaranteeing payment to Texas Gas of all amounts ultimately found due after resolution of the dispute, including interest charges which accrue until resolution of the dispute which may be reached either by agreement or judgment of a court of competent jurisdiction. If Customer furnishes good and sufficient surety bond and amounts are ultimately not due to Texas Gas, then Texas Gas will bear any unrecovered surety bond costs incurred by the Customer. 15.9 Remedies for non-payment: Should Customer fail to pay all of the amount of any invoice when such amount is due, as herein provided, subject to requirements of regulatory rights and remedies available to Texas Gas under the law and the executed Service Agreement, Texas Gas shall have the right to suspend service without obtaining additional prior approval from the Commission if any amount billed to Customer remains unpaid for more than thirty (30) days after the due date thereof; provided, however, prior to suspension Texas Gas shall follow these notification procedures:

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(Cont'd) (a) First Notice of Delinquency: On or about ten (10) days after the due date of any payment, Texas Gas shall contact Customer by telephone or other routine communication means to advise that unpaid bills may lead to suspension of service when more than thirty (30) days past due; (b) Second notice: On or about twenty (20) days after the due date of any payment, Texas Gas shall notify Customer by written correspondence to advise that continued refusal to pay bills can lead to suspension of service when the bill becomes more than thirty (30) days past due; and (c) Final notice: Not less than five (5) days prior to the thirtieth (30th) day after the due date of any payment or five (5) days before Texas Gas intends to suspend service under this Section 15.9, if such suspension will occur more than thirty (30) days after the due date, Texas Gas shall inform the Commission and Customer in writing and deliver by any reliable and expeditious means available, that service shall be suspended.

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**Sheet No. 2703** Sheet No. 2703

Sheet Nos. 2703 through 2799 Are Reserved For Future Use

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**Third Revised Sheet No. 2800** Third Revised Sheet No. 2800

Superseding: Second Revised Sheet No. 2800

GENERAL TERMS AND CONDITIONS  
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16. Capacity Release

- 16.1 Purpose - This Section 16 sets forth the specific terms and conditions applicable to the implementation by Pipeline of a Capacity Release Program, on its interstate pipeline system, pursuant to Section 284.8 of the Commission's Regulations. Existing Customers may release and assign their capacity in Pipeline only under this Section 16.
- 16.2 Applicability - This Section 16 is applicable to any Customer who has executed a Part 284 service agreement with Pipeline under Rate Schedule FT, STF, NNS,>NNL, SNS, WNS, FSS, or FSS-M.
- 16.3 General Terms and Conditions Applicable to Capacity Release
  - (a) Quantity, Scheduling, Contingent Bids
    - (i) Releasing Customers may release and assign all capacity held under a particular service agreement, a percentage of such capacity or a segment of such capacity. Releasing Customers may release and assign percentages of capacity to several different Replacement Customers.
    - (ii) Regardless of the percentage or portion of capacity released and assigned, the Releasing Customer remains liable for the reservation charges (and any surcharges related thereto) applicable to the Releasing Customer's service agreement with Pipeline. However, Releasing Customer will not be liable for any penalties, imbalances or commodity charges and surcharges thereon, incurred by the Replacement Customer.
    - (iii) Capacity released and assigned to a Replacement Customer will be scheduled and curtailed on a firm basis in accordance with Section 12 of the General Terms and Conditions herein. Any right of recall reserved as described in subsection (b) below will not affect the priorities in scheduling and curtailment as stated herein.
    - (iv) Releasing Customers may choose to allow the submission of contingent bids; however, any provision for contingent bids must function in a non-discriminatory manner and cannot be used to discriminate against any potential Replacement Customer.

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(Cont'd) (v) The rules in this subsection apply when a Releasing Customer chooses to release a segment of its capacity. In a zone where the Releasing Customer retains capacity and the Replacement Customer has acquired capacity, both the Releasing Customer and its Replacement Customer(s) shall have the right to use secondary points within the zone as permitted by Texas Gas' tariff; provided, however, that a Releasing Customer and its Replacement Customer(s) in the same zone may not use their secondary points in such a way that their total nomination within any segment exceeds the original contract demand in that segment, subject to the conditions as set forth in Section 17.2. If the sum of the nominations of a Releasing Customer and its Replacement Customer(s) in any segment exceed the Releasing Customer's original contract demand in that segment, then the nomination(s) of the Customer(s) whose secondary rights are subordinate to the other nominating Customer(s) shall be considered as request(s) for overrun service, which may be renominated and scheduled accordingly, if customer so chooses after Texas Gas' notification that such nomination was a potential overrun. The Customer may also elect not to renominate as overrun or to nominate an available service under some other contract or rate schedule. In such situation, a Releasing Customer's secondary rights shall be subordinate to a Replacement Customer's secondary rights within the segment the Replacement Customer acquired, while a Replacement Customer's secondary rights outside the segment it acquired shall be subordinate (a) to the Releasing Customer's secondary rights on the Releasing Customer's retained capacity and (b) to another Replacement Customer's secondary rights if the nomination is within a segment acquired by the other Replacement Customer. If two or more Replacement Customers each nominate to secondary points outside their respective segments, their rights are equal. If a Replacement Customer nominates to a secondary point in another Replacement Customer's segment and the Releasing Customer also nominates to a secondary point in the other segment, their rights are equal. If the sum of the nominations of the Releasing Customer and the Replacement Customer(s) in a segment exceed the original contract demand in that segment and their rights are equal, then their nominations shall be prorated as secondary firm up to the original contract demand and the excess and prorated as requests for overrun service, which may be renominated and scheduled accordingly, if customer so chooses after Texas Gas' notification that such nomination was a potential overrun. The Customer may also elect not to renominate as overrun or to nominate an available service under some other contract or rate schedule.

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(Cont'd) (b) Right of Recall and Reput (i) Releasing Customers  
may retain a right of recall when releasing and assigning capacity. Such  
right of recall must be specified in the Capacity Release Notice. The terms  
and conditions of the right of recall retained by the Releasing  
Customer may not conflict with the terms and conditions of  
this tariff governing changes in nominations and must be objectively stated,  
non-discriminatory, and applicable to all bidders. When capacity is  
recalled, it may not be reput for the same gas day. The deadline for  
notifying the Pipeline of a reput is 8:00 a.m. CCT to allow for timely  
nominations to flow on the next gas day. (ii) The  
Releasing Customer should provide capacity recall notification to its  
affected Replacement Customer(s) at the same time it provides notification  
to the Pipeline. For biddable deals subject to recall, the Pipeline will  
make available to the Releasing Customer information sufficient  
to enable it to contact the Replacement Customer in the  
event of a capacity recall. Releasing Customers may, to the extent  
permitted as a condition of the capacity release, recall released capacity  
as follows: - Timely Recall Notification: A Releasing Customer  
recalling capacity should provide notice of such Customer no  
later than 8:00 a.m. CCT on the day that Timely Nominations are due;  
The Pipeline should provide notification of such  
recall to all affected Replacement Customers no later  
than 9:00 a.m. CCT on the day that Timely Nominations are due;  
- Early Evening Recall Notification: A Releasing  
Customer recalling capacity should provide notice of such  
recall to the Pipeline and the first Replacement Customer no later  
than 3:00 p.m. CCT on the day that Evening Nominations are due;  
The Pipeline should provide notification of such recall to  
all affected Replacement Customers no later than 4:00 p.m.  
CCT on the day that Evening Nominations are due;

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- Evening Recall Notification: A Releasing Customer  
recalling capacity should provide notice of such Customer no  
recall to the Pipeline and the first Replacement Evening Nominations are due;  
later than 5:00 p.m. CCT on the day that  
The Pipeline should provide notification of such  
recall to all affected Replacement Customers no later  
than 6:00 p.m. CCT on the day that Evening Nominations are due;  
- Intraday 1 Recall Notification: A Releasing Customer  
recalling capacity should provide notice of such recall  
to the Pipeline and the first Replacement Customer no later than 7:00  
a.m. CCT on the day that Intraday 1 Nominations are due;  
The Pipeline should provide notification of such  
recall to all affected Replacement Customers no later than 8:00  
a.m. CCT on the day that Intraday 1 Nominations are due; and  
- Intraday 2 Recall Notification: A Releasing Customer  
recalling capacity should provide notice of such recall to  
the Pipeline and the First Replacement Customer no later than 2:30  
p.m. CCT on the day that Intraday 2 Nominations are due;  
The Pipeline should provide notification of such  
recall to all affected Replacement Customers no later than 3:30  
p.m. CCT on the day that Intraday 2 nominations are due.  
The recall notification provided to the Pipeline should be  
expressed in terms of total released capacity entitlements. (iii) For recall  
notification provided to Pipeline prior to the recall notification deadline  
specified above and received between 7:00 a.m. and 5:00 p.m. CCT, the  
Pipeline should provide notification to all affected Replacement Customers no  
later than one hour after receipt of such recall notification.



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**First Revised Sheet No. 2804** First Revised Sheet No. 2804

Superseding: Original Sheet No. 2804

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- (iv) For recall notification provided to Pipeline after 5:00 p.m. and prior to 7:00 a.m. CCT, Pipeline should provide notification to all affected Replacement Customers no later than 8:00 a.m. CCT after receipt of such recall notification.
  - (v) The Replacement Customer should provide the Pipeline with no more than two Internet e-mail addresses to be used for recall notification. The obligation of the Pipeline to provide notification is waived until at least one of the addresses has been provided. Affected Replacement Customer should manage internal distribution of notifications of recall received from the Pipeline.
  - (vi) Pipeline shall have no liability to the Replacement Customer by reason of any right of recall retained by Releasing Customer.
- (c) Length of Capacity Releases
- (i) Capacity may be released and assigned for any length of time up to the remaining term of the service agreement under which it is being released.
  - (ii) Releasing Customers can offer to release capacity on either a temporary or permanent basis.
- (d) Re-Releases of Capacity
- Replacement Customers can re-release their capacity or portions thereof, to another Replacement Customer, within the limits of the rights they were granted by their Releasing Customer. However, Replacement Customers obtaining capacity on a volumetric basis shall not be entitled to re-release such capacity.
- (e) Price/Bidding Exemptions
- (i) The rate charged the Replacement Customer for a release of capacity may not exceed the applicable maximum rate, except that no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Pipeline is notified of the release.

**Substitute First Revised Sheet No. 2805** Substitute First Revised Sheet No. 2805  
Superseding: Original Sheet No. 2805

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- (ii) Releasing Customers may specify a minimum price term and/or volume to be bid for capacity offered to be released and assigned. However, regardless of any minimum price posted by the Releasing Customer, or however the rate bid by the Potential Replacement customer is stated (i.e., two-part rate or volumetric rate), the rate bid represents the reservation portion of the charges to the Releasing customer, and in addition to such rate bid, Replacement Customers must agree to pay Pipeline the applicable maximum commodity rate for all volumes actually transported for the Replacement Customer, plus any related surcharges, unless the Pipeline agrees with the Replacement Customer to some lesser rate.
- (iii) To the extent a release is subject to the maximum rate cap, a Releasing Customer cannot resell for the maximum rate plus any marketing fees that may be due Pipeline, but a Releasing Customer can require a Replacement Customer to pay any applicable surcharges, in addition to the maximum rate.
- (iv) Pipeline may actively market any capacity offered for release and assignment, if Pipeline and the Releasing Customer mutually agree. The fee to be retained by Pipeline for such marketing activities and the other terms and conditions of such arrangement, including what activities are necessary or contemplated to secure a fee, will be negotiated by the Pipeline and the Releasing Customer on a case-by-case basis.
- (v) As stated in Section 16.3(e)(ii) above, bids are to be based on the Reservation Charge only, provided that the Reservation Charge may be converted into a volumetric charge. To the extent a volumetric release is subject to the maximum rate cap, the maximum rate for such volumetric releases shall be equal to the 100% load factor rate of the otherwise applicable maximum Reservation Charge, plus all applicable usage charges.
- (vi) A Releasing Customer may release capacity to a Customer without bidding for any period of 31 days or less; provided, however, a Releasing Customer may not roll over, extend, or in any way continue the release to the same Replacement Customer using this bidding exemption until 28 days after the first release period has ended.

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(Cont'd) (f) Methodology Used to Determine "Best Bid" (i) The  
"best bid" shall be determined in accordance with the bid evaluation method  
specified by the Releasing Customer pursuant to Section 16.4 (a)(xi). The  
"best bid" may be determined as that bid which generates (1) the highest  
rate, (2) the maximum net revenue, or (3) the highest present value. If  
multiple bids meeting minimum conditions have been submitted, bids shall be  
awarded, best bid first, until all offered capacity is awarded.  
(ii) If the Releasing customer chooses not to determine the  
methodology to be used to award the "best bid," the following methodology  
shall be used by Pipeline to determine the "best bid:" Best bid will be  
determined based on what will yield to the Releasing Customer the highest  
net present value, using a 10% discount factor, of the reservation charge  
(reservation charge x CD) the Replacement Customer is willing to pay for  
the term bid. If several bids yield the same net present  
value, the capacity will be awarded to the bid which yields to the  
Releasing Customer the highest net present value over the shortest period of  
time. After this process, if there are still several bids that yield the  
same net present value, then the capacity will be awarded to the bid  
submitted first in time. When determining the best bid, any marketing fee  
to be retained by Pipeline will be subtracted from the affected bid  
when comparing it to other bids where no marketing fee is  
involved. (g) Other Information Posted to Internet Website (i)  
Offers to purchase capacity will be posted by Pipeline to its Internet  
Website, upon the receipt of such information from interested parties.  
(ii) Pipeline will post on its Internet Website its available firm and  
interruptible capacity and the terms and conditions applicable to  
it. Pipeline will maintain on its Internet Website pipeline capacity  
information including, but not limited to, the availability of capacity at  
receipt points and on supply laterals, on Texas Gas' mainline system, at  
delivery points, and in storage for no-notice storage  
withdrawals/injections. (iii) Pipeline will post critical system-wide notices in a  
separate category from notices that are not critical.

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(iv) Pipeline will provide on request operationally available capacity separate from unsubscribed capacity.

(h) Pipeline will provide historical capacity release data during the FERC archival period via EDM.

16.4 Posting of Capacity Available for Release and Bidding Procedure

(a) Capacity Release Notice

In order to initiate the release and assignment of capacity rights, Releasing Customers must complete a Capacity Release Notice containing the information prescribed in this Section 16.4(a) and submit it to Pipeline or post it on Pipeline's Internet Website.

A complete Capacity Release Notice must contain the applicable information as listed below:

- (i) Description of capacity rights offered including primary receipt points and primary delivery points, a numeric quantity to be released and, for release of FSS or FSS-M service, the capacity (i.e., Seasonal Quantity) and associated deliverability (Maximum Daily Withdrawal Quantity) to be released. The basis for the released quantity shall be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity;
- (ii) Whether bids will be accepted for portions of the quantity released, as well as the entire quantity; whether bids will be accepted for segments of the capacity released;
- (iii) The minimum price, which will be accepted by the Releasing Customer, if the Releasing Customer chooses to specify such a minimum price;
- (iv) The maximum rate, if any, applicable to the capacity to be released, including any surcharges related to the reservation charge. All rates must be stated equal to the number of decimal places in the stated rates per Pipeline's Rate Schedule;

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(Cont'd) (v) Whether one part, volumetric rate bids will be accepted;  
(vi) Whether capacity is offered on a permanent or temporary basis;  
(vii) If capacity is offered on a temporary basis, the effective date and  
term of the release. If capacity is offered on a permanent basis, the  
length of the remaining term of the service agreement under which capacity  
is being offered for release and assignment; (viii)  
Whether Releasing Customer will retain a right of recall and the terms and  
conditions of such right of recall; and if recallable, the methods and  
rights associated with returning the previously recalled capacity to the  
Replacement shipper; (ix) Whether the Releasing Customer will accept contingent  
bids, and if so, what contingencies will be accepted, how such  
contingencies will be closed and if such contingencies are not  
closed, whether the next highest bidder will be obligated to enter into an  
agreement with the Pipeline for the capacity released;  
(x) Whether there is a Prearranged Replacement Customer and the terms  
and conditions that such Prearranged Replacement Customer has agreed to with  
respect to the capacity offered for release and assignment;  
(xi) The methodology to be used to determine which bid is the "best  
bid," as stated in Section 16.3 (e) (i). At Releasing Customer's option and  
in lieu of choosing one of the "best bid" evaluation methods stated in  
Section 16.3 (e) (i), Customer may state an alternative bid evaluation  
method. Such bid evaluation method shall be objectively stated, applicable  
to all potential bidders and not unduly discriminatory. If Releasing  
Customer states an alternative bid evaluation method, Pipeline is not held  
to the bid period timeline in Section 16.4 (d) (i). Releasing Customer must  
also specify a tie-breaking methodology; (xii) Date  
and time (in business hours/days) Bidding Period Begins and Ends; and if  
there is a Prearranged Replacement Customer, date and time period ends for  
such party to match the best bid if other than that outlined in Section 16.4  
(d) (i). Releasing Customer will not be able to specify an extension of the  
original Bidding Period or the prearranged deal Match Period without posting  
a new release;

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- (xiii) Offers and bids, including prearranged deals, will be posted upon receipt. A Releasing Customer may request a later posting time for pooling of such offer, and Pipeline shall support such request insofar as it comports with the standard timelines set forth in Section 16.4 (c) and (d);
  - (xiv) Capacity Release ID Number (to be provided by Pipeline);
  - (xv) Name, address and telephone number of Releasing Customer (optional);
  - (xvi) Date and Time Posted on Internet Website (to be provided by Pipeline);
  - (xvii) whether a capacity release is a release to an Asset Manager as defined in 18 C.F.R. Section 284.8(h)(3) ("Asset Manager") and the Asset Manager's obligation to deliver gas to, or purchase gas from, the Releasing Customer;
  - (xviii) whether a capacity release is a release to a Retail Access Marketer as defined in 18 C.F.R. Section 284.8(h)(4) ("Retail Access Marketer"); and
  - (xix) any other information necessary to describe the capacity release transaction in accordance with the NAESB Capacity Release Dataset.
- (b) Posting and Withdrawal of Capacity Release Notices
- (i) Releasing Customers must comply with the time periods for posting releases to Pipeline's Internet Website as stated below:  
  
For short-term releases (less than 1 year):  
Offers must be tendered by 12:00 p.m. (Central Clock Time) on a Business Day.  
  
For long-term releases (1 year or more):  
Offers must be tendered by 12:00 p.m. (Central Clock Time) four Business Days before award.
  - (ii) Releasing Customers may withdraw an offer to release capacity before the expiration of the bidding deadline when necessary to respond to unanticipated circumstances and no minimum bid has been made. Releasing Customers cannot withdraw a capacity release notice because it is dissatisfied with the bids received, if those bids meet or exceed the minimum conditions specified in the notice. The Capacity Release Notice will be legally binding on the Releasing Customer until written or EDM notice of withdrawal is received by the Pipeline.
  - (iii) Releasing Customers may also withdraw a capacity release notice and post a new capacity release notice when necessary to respond to a term in a bid that was not addressed or anticipated in the original capacity release notice or when no bids are submitted which meet the minimum terms of the capacity release notice and the Releasing Customer wishes to re-post its offer to release using different minimum conditions. Such re-posting of capacity releases will be subject to a new bidding period, to be indicated by the Releasing Customer in the new capacity release notice.

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**Substitute First Revised Sheet No. 2810** Substitute First Revised Sheet No. 2810

Superseding: Original Sheet No. 2810

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(c) Exceptions to Bidding Process (Non Biddable Releases; all times are CCT)

- (i) The following categories of capacity release are exempt from bidding requirements: (1) a release of capacity to an Asset Manager; (2) a release of capacity to a Retail Access Marketer; (3) a release for more than one year at the maximum tariff rate; and (4) a release for any period of 31 days or less.

The Releasing Customer of any capacity not subject to the bidding requirements will submit for posting via EDM the information describing such a release of capacity according to the following timeline:

- Timely Cycle-posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- Evening Cycle-posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- Intraday 1 Cycle-posting or prearranged deals not subject to bid are due by 9:00 a.m.;
- Intraday 2 Cycle-posting of prearranged deals not subject to bid are due by 4:00 p.m.

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**First Revised Sheet No. 2811** First Revised Sheet No. 2811

Superseding: Original Sheet No. 2811

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- (ii) For all non-biddable releases, Pipeline will finalize all contractual issues within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time). Prearranged Replacement Customers must initiate confirmation of the prearranged deal via EDM and contract with Pipeline for the capacity released and assigned and comply with all other tariff terms governing Pipeline's Capacity Release Program except for the bidding requirements.
- (d) Submission of Bids
  - (i) The proposed duration of the Customer's release determines the minimum Bidding Period for the Customer's Capacity Release Notice pursuant to this Section 16. The capacity release timeline is applicable to all parties involved in the capacity release process; however, it is only applicable if all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered. These Bidding Periods are as follows:
    - (1) For biddable releases (less than 1 year) (all times are CCT)
      - Offers should be tendered by 12:00 p.m. on a Business Day;
      - open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
      - evaluation period ends and award posting if no match required at 2:00 p.m.;
      - match or award is communicated by 2:00 p.m.;
      - match response by 2:30 p.m.;
      - where match required, award posting by 3:00 p.m.;
      - contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).



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(2) For biddable releases (1 year or more) (all times are CCT)  
-- Offers should be tendered by 12:00 p.m. four Business Days  
before award; -- open season ends no later than 1:00 p.m. on  
the Business day before timely nominations are due (open season is three  
Business Days); -- evaluation period  
begins at 1:00 p.m., during which contingency is eliminated,  
determination of best bid is made, and ties are broken;  
-- evaluation period ends and award posting if no match required  
at 2:00 p.m.; -- match or award is communicated by 2:00 p.m.;  
-- match response by 2:30 p.m.; -- where match  
required, award posting by 3:00 p.m.; -- contract issued within one hour of  
award posting (with a new contract number, when applicable); contract  
executed; nomination possible beginning at the next available nomination  
cycle for the effective date of the contract. (Central Clock  
Time)  
(ii) Bids for capacity offered for release and  
assignment must identify the package of capacity being bid upon by its  
capacity release ID number and must contain the proposed term, price, and  
quantity bid and respond to all other terms posted in the Capacity Release  
Notice. Bids will be legally binding on the Replacement Customer or  
Prearranged Customer until written or EDM notice of withdrawal is  
received by the Pipeline, provided, however, bids cannot be withdrawn  
after the bidding period ends. Bids may be conditioned upon any contingency  
allowed by the Releasing Customer. Bids must also include a statement that  
the bidder will comply with all terms and conditions of Pipeline's tariff  
regarding capacity release and firm transportation, as well as its agreement  
to pay Pipeline's maximum FT commodity charge (unless a discounted commodity  
rate has been agreed to between Pipeline and Replacement Customer) for all  
quantities transported plus any related surcharges.

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(iii) Bids may be submitted in writing or through EDM to Pipeline. All bids submitted in writing will be posted to Pipeline's Internet Website, upon receipt unless Releasing Customer requests otherwise and such request comports with the standard timeline set forth in Section 16.4(d) (i). However, bids posted will not identify the particular party submitting the bid but will identify the bid by a Bid ID number (which will change with each new bid submitted). All bids must be submitted by the deadline specified in the Capacity Release Notice, or such bids will be rejected.

(iv) Bids may be withdrawn before the expiration of the bidding deadline. Once a bidder has withdrawn its bid, a new bid may be resubmitted for that released capacity but such bid cannot yield a lower value, as determined under the applicable methodology, than the earlier bid that has been withdrawn.

(v) A party may submit multiple simultaneous bids on the capacity offered pursuant to a capacity release notice, as long as such multiple bids are (1) identified to be applicable to a different portion of the capacity offered to be released pursuant to that capacity release notice; or (2) judged to be of identical value under the applicable "best bid" methodology.

(e) Award of Capacity Offered for Release (i) After the "best bid" is chosen, Pipeline will post the name of the winning bidder to the Internet Website, as well as the bid I.D. number, and capacity release notice I.D. number. Pipeline, as soon as possible, will also contact by telephone the Releasing Customer to inform it of the identity of the "best bidder" and allow it, if necessary, to provide the terms and conditions of the "best bid" to a Prearranged Replacement Customer. Pipeline will also contact by telephone the "best bidder" to notify it of the identity of the Releasing Customer.

(ii) Within at least two business days of the commencement of transportation pursuant to a release of capacity, Pipeline will post on its Internet Website either the name of the "best bidder" and the terms and conditions of the best bid, or if applicable, the name of the Prearranged Replacement Customer which matched a "best bid" and the terms and conditions of the bid that was matched.

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(Cont'd) 16.5 Contracting for Released Capacity (a) All Replacement Customers must contract with Pipeline for the capacity released and assigned to them under this Section 16 of the tariff. (b) Before Pipeline will execute a contract with a Replacement Customer and commence service, the following conditions must be met:

(i) The credit criteria specified for Customers in Pipeline's FT Rate Schedule is met by the Replacement Customer. Such credit criteria may be satisfied by:

A. The submission by the Replacement Customer of the information required by Section 5 of the General Terms and Conditions;

B. Qualifying for a Pre-approved Bidder's List by submitting information contained in Section 5 of the General Terms and Conditions. This "Pre-approved bidders list" will contain the Customer's name and approved credit limit. However, only the preapproved bidder's name will be posted on the Internet Website. Customer may be required to update credit information periodically in order to remain on this "preapproved" bidders list, but will be notified by Pipeline when this is necessary; or

C. "Prepaying" for service as provided in Section 5 of the General Terms and Conditions. (ii) Execution of and return to Pipeline of the Service Agreement by the Replacement Customer.

(c) In order for a Potential Replacement Customer to qualify as a Replacement Customer or to nominate after a capacity award is made but Prearranged before a contract is executed, all the conditions listed in Section (b) (i)-(ii) must be met. Such party can meet such conditions prior to placing a bid by following procedures set forth below:

(i) A potential Replacement Customer must qualify for a Pre-Approved Bidder's List as described in Section (b) (i) (B) above, or pre-pay for service as described in Section (b) (i) (C) above,

(ii) A potential Replacement Customer must execute an Umbrella Transportation Agreement for Replacement Customer, a pro forma copy of which is contained in this tariff, and

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(iii) A potential Replacement Customer must complete in the bid format the Internet Website the items necessary to submit a complete request for transportation.

(d) Potential Replacement Customers may expedite the processing time for a release of firm capacity for any term by using the procedures set forth in Section (c) (i)-(iii) above to meet the conditions listed in Section (b) (i)-(ii) above.

(e) The Releasing Customer's transportation service agreement with Pipeline will remain in full force and effect (unless capacity is released on a permanent basis) with Releasing Customer receiving a credit, as described in Section 16.6 herein, against the demand charges owed to Pipeline.

Furthermore, any increase in Pipeline's rates, charges, and surcharges shall remain the responsibility of the Releasing Customer; provided, however, that the Releasing Customer may provide in its Release Notice that the rates, charges, or surcharges for released capacity will increase in accordance with any such increases in Pipeline's rates, charges, and surcharges. However, the Releasing Customer's nomination rights under its service agreements will be reduced by the amount of any capacity released by that releasing customer on a temporary basis under this Section 16, during the time period such release(s) are in effect.

(f) Once a transportation service agreement is executed by the Replacement Customer, Replacement Customers must comply with all of Pipeline's tariff and contract provisions applicable to the service rendered, including those applicable to the cash-out of imbalances created under a transportation service agreement.

(g) Replacement Customers may request, as a primary receipt or delivery point(s), a point(s) other than those contained in the Releasing Customer's service agreement; however, a receipt or delivery point(s) will only be scheduled and curtailed on a primary basis, if at the time the Replacement customer requests such point(s), such point(s) is not fully subscribed on a primary basis. If such point(s) is fully subscribed on a primary basis, it will be scheduled and curtailed on a secondary basis. Such changes in primary receipt or delivery points will have no effect on the Releasing Customer's service agreement.

(h) Replacement Customers may not request an amendment to its transportation service agreement which would act to change a term or condition of the "winning" bid submitted by the Replacement Customer, such that the Replacement Customer's bid, altered by such change, would no longer be judged to be the "best bid," or a match of the "best bid."

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16.6 Billing and Credits

- (a) The Releasing Customer shall receive a credit for the charges billed to the Replacement Customer representing the reservation charge at the same time the Replacement Customer is invoiced for such charges. Funds received from the Replacement Customer will be credited against the Releasing Customer's Demand Charges and any surcharges thereon, before funds are credited against any other charges owed by the Replacement Customer.
- (b) In the event that the Replacement Customer does not pay Pipeline the amounts invoiced within 30 days of the original invoice date, the Releasing Customer's previously granted credit will be reversed. If a credit has to be reversed, interest will be charged to the Releasing Customer on the amount of the credit received from the date due until paid by the Releasing Customer.
- (c) Any contract with a Replacement Customer who is delinquent 30 days or more from the original invoice date is subject to the remedies for non-payment as provided in Section 15 of the General Terms and Conditions herein.
- (d) Pipeline will notify Releasing Customer within 5 business days after payment is due if a Replacement Customer is delinquent.

16.7 Conditions Applicable to Permanent Release of Capacity

- (a) If capacity is released under this Section 16 on a permanent basis, the Releasing Customer's transportation service agreement and any liabilities, thereunder, including the payment of demand charges, will terminate upon the effective date of the Replacement Customer's transportation service agreement, if the Replacement Customer agrees to pay the maximum rate for the entire volume and term reserved under the Releasing Customer's contract, unless otherwise agreed by the Pipeline.

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- (b) For purposes of choosing the "best bid" for permanent releases of capacity, Pipeline will always use the methodology set forth in Section 16.3(f) herein.

16.8 Special Terms and Conditions Applicable to NNS and NNL Service:

Transportation service under the NNS and NNL Rate Schedules is provided by combining pipeline capacity and storage capacity into a single no-notice service for a group of eligible customers. NNS and NNL Customers may release all or any portion of that NNS or NNL service in any one of three ways:

- (a) Release of Contract Demand: An NNS or NNL Customer may release on an annual basis any portion of its Contract Demand, consisting of both the unnominated (storage) and nominated (pipeline) components, with all attendant operating and refill or fill obligations associated with those components, including adequate Summer Contract Demand to permit refill or fill of the Unnominated Seasonal Quantity released. Such release shall specify on a daily and seasonal basis both the unnominated (storage) and nominated (pipeline) components making up the Contract Demand to be released. Such release of NNS or NNL Contract Demand must be to interested Replacement Customers that can make use of it within the releasing NNS or NNL Customer's current delivery points.
- (b) Release of Nominated Daily Quantity: An NNS or NNL Customer may release all or any portion of its Nominated Daily Quantity separately on the same terms and conditions as FT service is released under this Section 16; provided, however, a Releasing NNS or NNL Customer shall retain adequate capacity to meet its obligations under Section 11.2 of the NNS or NNL Rate Schedule to redeliver or deliver quantities into storage. If an NNS or NNL customer releases only the Nominated Daily Quantity of his NNS or NNL service pursuant to this Section 16.8(b), the replacement customer will be obligated to pay Pipeline the maximum NNS or NNL commodity rate for all commodity quantities transported. Quantities transported pursuant to such a replacement transaction shall also be subject to the applicable NNS or NNL fuel retention percentage.

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- (c) Release of Unnominated Seasonal Quantity: An NNS or NNL Customer may release all or any portion of its storage capacity (associated with the Unnominated Seasonal Quantity) and associated deliverability (Unnominated Daily Quantity) on the same terms and conditions as FSS service is released under this Section 16; provided, however, any NNS or NNL customer releasing all or any portion of the storage component of its NNS or NNL service during the Summer Season must limit the duration of such release so that it has retained the capacity for its Unnominated Seasonal Quantity for a sufficient number of days in such Summer Season to meet its refill or fill obligation for such Summer Season of maximum injection rates (i.e., 90 days if the entire Unnominated Seasonal Quantity is released). In addition to releasing storage capacity and associated deliverability as described above, an NNS or NNL Customer may also transfer to another NNS, NNL, SGT, SGL, FSS, ISS, FSS-M, or ISS-M Customer all or any portion of its Unnominated Seasonal Quantity remaining in storage; if such in-field transfer is to an FSS, ISS, FSS-M, or ISS-M Customer, the NNS or NNL Customer making such transfer shall be assessed the applicable charge(s) for the transportation of such transferred gas to storage. Such in-field transfers of gas in storage shall be accomplished instantaneously by Texas Gas adjusting the Unnominated Seasonal Quantity or Seasonal Quantity accounts of the Releasing and Replacement Customers. Accordingly, no prior posting shall be required for any such in-field transfer of gas in storage.
- (d) Maximum Rates for Release of NNS or NNL Service: If an NNS or NNL customer releases his NNS or NNL service pursuant to Section 16.8(a) above, the applicable maximum rates, if any, for such release shall be the maximum applicable NNS rate which such customer is paying. If an NNS or NNL customer releases only the storage component of his NNS or NNL service pursuant to Section 16.8(c) above to a non-NNS or non-NNL customer, the replacement customer will execute an FSS agreement with Texas Gas for the period of such release, and the applicable maximum rates, if any, for such release shall be the maximum FSS rates.

Except as specifically provided otherwise in this Section 16.8, the general provisions of Sections 16.3 through 16.7 of the General Terms and Conditions shall apply to the release of NNS or NNL service.

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17. Segmentation

17.1 General Rule: A Customer that has contracted for firm pipeline capacity under Rate Schedules FT, STF, NNS, NNL, SNS, or WNS may segment that capacity into separate parts for its own use or for the purpose of releasing its contracted firm capacity to replacement shippers.

17.2 Texas Gas will permit nominations of forwardhauls up to the contract demand and backhauls up to the contract demand to the same point at the same time, to the extent operationally feasible.

17.3 Segmentation on Market Laterals by a Customer for its own use.

- (a) A segmenting Customer may nominate up to its contract demand in any number of combinations of receipt and delivery points so long as (i) at least one point in the nominated transaction is within its primary path, (ii) the quantity nominated in any segment does not exceed the contract demand and (iii) the points are in the rate zones traversed in whole or part by the Customer's primary path.

If a Customer desires to nominate a quantity in any segment in excess of its contract demand, such excess quantity must be nominated, scheduled and billed as authorized overrun service.

- (b) In addition, a Customer may also nominate a segmented transaction entirely outside its primary path (but within the same rate zones as the primary path); provided, however, to determine whether such use of secondary capacity exceeds the Customer's contract demand in any zone within its primary path, such use in any zone (including released capacity) is added to the highest use of capacity in any segment within the Customer's primary path in such zone. Quantities in excess of the Customer's contract demand must be nominated, scheduled and billed as authorized overrun service.

- (c) The provisions set forth in 39.3(a) and 39.3(b) apply to the following market laterals:

- (i) Hardinsburg-Indianapolis Lateral: The Hardinsburg-Indianapolis market lateral begins at the Hardinsburg Compressor Station in Breckinridge County, Kentucky and extends due north 77 miles to the Leesville Compressor Station in Lawrence County, Indiana. The lateral continues to the northeast for 32 miles and crosses State Route 46, at which point a segment continues 5 miles to the northeast and terminates at a point near Columbus, Indiana in Bartholomew County. The main lateral continues north 37 miles from S.R. 46 to the terminus at Smith Valley in Johnson County, Indiana.

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segment

The Hardinsburg-Indianapolis lateral also includes a 56-mile beginning at the Leesville Compressor Station and extending to the northwest to a point of intersection with the Slaughters-Montezuma market lateral in Sullivan County, Indiana near Hymera. (ii)

Slaughters-Montezuma Lateral: The Slaughters-Montezuma market lateral begins at the Slaughters Compressor Station in Webster County, Kentucky and extends due north 167 miles to the terminus near Montezuma in Parke County, Indiana. This lateral includes segments terminating in Illinois near Lawrence County, Illinois, and near Robinson in Crawford County, Illinois. The Slaughters-Montezuma lateral intersects a segment of the Hardinsburg-Indianapolis lateral near Hymera in Sullivan County, Indiana. The Slaughters-Montezuma lateral parallels the Slaughters-Evansville market lateral from Slaughters to the terminus of the Slaughters-Evansville lateral, while operating at a higher pressure than the Evansville lateral. (iii) Slaughters-Evansville Lateral: The Slaughters-Evansville market lateral begins at the Slaughters Compressor Station in Webster County, Kentucky and extends due north 32 miles to the terminus near Evansville in Vanderburgh County, Indiana. This lateral includes segments extending to the Dixie Gas Storage Field and the city of Henderson, both in Henderson County, Kentucky. The Slaughters - Evansville lateral generally parallels the Slaughters-Montezuma market lateral, but operates at a lower pressure than the Slaughters-Montezuma lateral. (iv) Slaughters-Nortonville Lateral: The Slaughters-Nortonville market lateral begins at the Slaughters Compressor Station in Webster County, Kentucky and extends 27 miles due south to Nortonville, Kentucky in Hopkins County. This lateral includes a connecting lateral to the Barnsley Gas Storage Field near Mortons Gap, Kentucky in Hopkins County. (v) Slaughters-Bowling Green Lateral: The Slaughters-Bowling Green market lateral begins at the Slaughters Compressor Station in Webster County, Kentucky and extends 29 miles southeast to a point near Greenville in Muhlenberg County, Kentucky. This portion of the lateral includes connecting segments to several gas storage fields: Hanson (Hopkins County), Midland (Muhlenberg County), Graham Lake (Muhlenberg County), and West Greenville (Muhlenberg County). The lateral then continues west 42 miles, to a point northwest of Bowling Green in Warren County, Kentucky. At that point, a segment continues east and north 46 miles and terminates near Munfordville in Hart County, Kentucky. The primary market lateral continues south and west 29 miles from the Bowling Green area to a point near Russellville in Logan County, Kentucky. At this point, the primary lateral continues southeast 21 miles and terminates near Mitchellville in Sumner County, Tennessee. A segment also extends 18 miles northwest from the Russellville location and terminates near Elkton in Todd County, Kentucky.

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(Cont'd) 17.4 Segmentation by release to a replacement shipper.

(a) The rules

governing capacity release and segmentation through capacity

release are set forth

in Section 16 of these General Terms and Conditions.

In addition, the rules for

segmentation on the market laterals by a

Customer for its own use as set forth in

Section 17.3 shall also apply to

segmentation by releases to a replacement shipper.

(b) The total firm capacity used in any segment by the Customer and all

Replacement Customers, including re-releases, may not exceed the firm

capacity

rights under the original contract, subject to the conditions as

set forth in

Section 17.2. The rules governing the relative rights of the

Releasing and

Replacement Customer(s), when the total nominations of a

Releasing Customer and its

Replacement Customer exceed the Releasing

Customer's contract demand in any segment,

are set forth in Section

16.3(a) (v) of these General Terms and Conditions.

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Section 1818. Operational Flow Orders

(a) (i) Texas Gas shall have the right to issue operational flow orders (OFO) as specified in this Section which require actions in order to alleviate conditions which threaten the integrity of Texas Gas' system, to maintain pipeline operations at the pressures required to provide an efficient and reliable transportation service, to have adequate gas supplies in the system to deliver on demand (including injection of gas into the mainline, providing line pack, and injecting gas into storage in the right quantity at the right place and time), to maintain service to all Customers and for all services, and to maintain the system in balance for the foregoing purposes. Texas Gas will take all reasonable actions to minimize the issuance and adverse impacts of OFOs or other measures taken to respond to adverse operational events on its system. For example, before issuing an OFO Texas Gas will attempt to identify specific customers causing a problem and attempt to remedy those problems. Where operationally feasible, service to interruptible customers will be suspended prior to issuing an OFO interrupting service to firm customers.

(ii) All quantities tendered to Texas Gas and/or taken by Customer on a daily basis in violation of Texas Gas' operational flow orders shall constitute unauthorized receipts or deliveries for which a charge shall be assessed. The daily charge for failure to comply with an OFO shall be computed based on a price per MMBtu equal to the greater of \$50.00 per MMBtu or three times the Highest Average Weekly Price during a particular month for spot gas supplies "Delivered to Pipeline" at Gulf Coast, Onshore Louisiana, and at North Louisiana as contained in the table "Gas Price Report" of the publication "Natural Gas Week." The weeks to be used in determining each month's Highest Weekly Average Price shall include all weeks that such publication is issued within that calendar month plus the first week of the next calendar month. Customers will be exempt from penalties on imbalances that result from complying with an OFO. A reasonable make-up period will be allowed to correct OFO created imbalances. Upon an operational flow order becoming effective as specified in the operational flow order or as provided in this Section 18 of the General Terms and Conditions, Customer, OBA party, or operator of the facilities connecting with Texas Gas' facilities shall be permitted the time stated in the OFO, or such lesser time as is required to protect the integrity of Texas Gas' system, to make adjustments in compliance with the operational flow orders. If Customer, or operator of such interconnect, adjusts its tenders or takes within such notice period then no charge, as provided for herein, shall be assessed. Customers will be exempt from penalties on imbalances caused by Texas Gas' failure to deliver gas to a pipeline interconnect as nominated or a customer's reliance on incorrect imbalance status information provided by Texas Gas. Firm customers will also be exempt from penalties for failure to comply with an OFO to the extent such failure to comply is attributable to the firm customer's inability to bump an interruptible customer.

**Substitute Original Sheet No. 3001** Substitute Original Sheet No. 3001

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- (iii) Texas Gas will post to its Internet Website its intention to place an OFO into effect and notify the affected customer(s) at least 24 hours prior to the implementation of the OFO; provided, however, that a shorter notice period may be given where action must be taken to protect the integrity of the system. Such notice and posting shall (i) identify the parties subject to the OFO, (ii) the time the OFO will become effective, (iii) the estimated duration of the OFO (or, if unknown, that the OFO is indefinite) and justification for the OFO (i.e., the triggering tariff provision which is the basis for the OFO). Where an OFO is issued pursuant to Section 18 (n) or made effective on less than 24 hours notice, Texas Gas will also provide the Commission with a detailed explanation with all relevant information specific to the individual situation to justify issuance of that particular OFO. Texas Gas will provide direct notice of such OFO(s) using internet e-mail or direct notification to the Customer's URL address consistent with Order No. 587-G, as well as by posting on Texas Gas' Internet Website and by fax or autofax, if requested by Customer. In order to update Customers as to the status of an OFO, Texas Gas will also post, as available, information about the status of operational variable(s) that determine when an OFO will begin and end. Texas Gas will also post information on the factors that caused the OFO to be issued and then lifted.

Furthermore, Texas Gas shall employ whatever means necessary to ensure that Customers receive notification of these events when Texas Gas is aware that previous notification has failed for some reason, and failure to do so will constitute a waiver of any penalties associated with Customer's non-compliance with an OFO. Customers, however, must report to Texas Gas the status of their notification systems and cooperate with Texas Gas in restoring electronic notification service at the earliest practical time. Customers must also provide Texas Gas with Customer's designated contact person and emergency and after hours telephone numbers with updates as necessary so that notifications can be achieved. Failure on the part of Customers to fix the problem with their system or of not supplying other means to communicate nor updating information shall subject shipper to penalties for failure to comply with an OFO.

- (b) Texas Gas will notify the NNS, NNL, SGT, or SGL customer within 4 hours after the conclusion of each gas day if he has exceeded his Unnominated Daily Quantity.

Following the first day a customer exceeds his Unnominated Daily Quantity, Texas Gas may issue an OFO informing the NNS, NNL, SGT, or SGL customer that more than two consecutive days use of the customer's Excess Unnominated Daily Quantity (i.e., allowable 10% cushion) may put the customer in a penalty situation. After two consecutive days of exceeding the Unnominated Daily Quantity, the NNS, NNL, SGT, or SGL customer may be required to inject additional supply and/or reduce his city-gate deliveries to prevent the customer from exceeding his Unnominated Daily Quantity for additional consecutive days or enter the penalty situation.

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In the event a customer exceeds the sum of his Unnominated Daily Quantity and his allowable 10% cushion on any given day without prior arrangement with Texas Gas to do so, an OFO may be issued stating the penalty situation has been entered and the customer must take immediate action to inject additional supply and/or reduce his city-gate deliveries.

- (c) When a NNS, NNL, SGT, or SGL customer has withdrawn or otherwise diminished, as applicable, a total of 75, 80, 85, or 90 percent of his Unnominated Seasonal Quantity, Texas Gas may issue an OFO which will reduce the Unnominated Daily Quantity to 90, 85, 80 or 75 percent, respectively, of the maximum amount, but not less than the Customer's average winter daily unnominated quantity. The NNS, NNL, SGT, or SGL customer will have 48 hours from the issuance of the OFO to increase pipeline receipts or decrease city-gate deliveries or enter the penalty situation.
- (d) In the event Texas Gas is unable to make best efforts winter season injections, Texas Gas shall issue an OFO advising that it is unable to inject gas into storage. The affected NNS, NNL, SGT, or SGL customers shall have 24 hours to either restrict pipeline receipts under the nominated portion of their service or increase city-gate deliveries, so that total nominated receipts are equal to or less than confirmed deliveries, or enter the penalty situation.
- (e) Texas Gas may issue an OFO in the event a NNS, NNL, SGT, or SGL customer's winter season daily storage injection rate exceeds 15 percent of his winter contract demand for three consecutive gas days. Texas Gas may also issue an OFO to an NNS, NNL, SGT, or SGL customer who makes winter season injections within the same 15% limit for five consecutive days. The customer will have 24 hours to either restrict pipeline receipts or to increase city-gate deliveries or enter the penalty situation.
- (f) Texas Gas may issue an OFO in the event an NNS, NNL, SGT, or SGL customer exceeds their summer maximum daily storage injection rate for three consecutive gas days. The NNS, NNL, SGT, or SGL customer shall have 24 hours to either restrict pipeline receipts or increase city gate deliveries or enter the penalty situation.
- (g) In the event Texas Gas is unable to make best efforts summer season withdrawals, Texas Gas shall issue an OFO restricting deliveries such that total deliveries are equal to or less than confirmed receipts. The NNS, NNL, SGT, or SGL customer shall have 24 hours to either make the needed adjustment or enter the penalty situation.

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- (h) Texas Gas may issue an OFO in the event a NNS, NNL, SGT, or SGL customer's summer season daily storage withdrawal rate exceeds 10 percent of his winter contract demand for three consecutive gas days. Texas Gas may also issue an OFO to an NNS, NNL, SGT, or SGL customer who makes summer season withdrawals within the same 10% limit for five consecutive days. The customer will have 24 hours to either restrict deliveries or increase pipeline receipts, or enter the penalty situation.
- (i) Texas Gas shall notify the Customer, and may issue an OFO, in the event a NNS, NNL, SGT, or SGL customer utilizes its allocated shoulder month flexibility for thirteen (13) days during the month. The customer will then have two additional days of flexibility during the month. Beyond these two days, the customer will either have to increase pipeline receipts or decrease deliveries, or enter the penalty situation if an OFO has been issued.
- (j) In the event receipts in segments of a Supply Lateral exceed scheduled receipts and the capacity of the segment, so that high system pressures back off scheduled receipt quantities, Texas Gas may issue an OFO to all Point(s) of Receipt and operators in the affected segment of the Supply Lateral stating that a high pressure condition exists. All such operators will be required to check their tenders into receipt points on the affected portion of the system. Those operators who are tendering more than their scheduled volumes will have 4 hours to make needed adjustments, or enter the penalty situation. An OFO issued pursuant to this Section 18(k) will be canceled by Texas Gas when the high pressure condition described above has been corrected.
- (k) In the event there is a need for Texas Gas to engage in routine and normal maintenance of the system, to undertake repairs and replacements of lines of pipe, to schedule DOT compliance activities, to install taps, to make pig runs, to test storage fields, to test equipment, to check or change compressor internals, or to engage in other similar actions affecting the capacity of any portions of the system of Texas Gas, Texas Gas may issue OFO's pursuant to this Section of the General Terms and Conditions to inform all customers under all of Texas Gas' applicable rate schedules of such planned maintenance or other activities that will affect the capacity of any portions of the system, explaining in detail the action which affects the portion of the system and the portion of the system affected. An order issued pursuant to this Section 18(k) will contain an estimate of the time, duration, and impact of the activity. This provision is in addition to, but not coextensive with, the force majeure provision contained in Section 25.5 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. An event of force majeure may affect deliveries, but not trigger the need for an operational flow order pursuant to this Section 18(k). An order issued pursuant to this Section 18(k) shall be canceled when such planned maintenance or other activities have been completed. Texas Gas will post on its Internet Website each month a schedule of anticipated routine maintenance which may affect service for the upcoming month.



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(1) If in Texas Gas' judgment, impending operating conditions will cause the delivery pressure to one or more Customers to drop below the pressure provided in the service agreement(s) of the Customer(s), Texas Gas may immediately issue an operational flow order pursuant to this Section 18 (1) of the General Terms and Conditions requiring that deliveries under all of Texas Gas' rate schedules be made on a uniform hourly rate effective 3 hours after issuance of the operational flow order, or enter the penalty situation. If only one segment of Texas Gas' system will be affected by low pressure, the operational flow order shall be limited to that segment of the system and shall be so stated. For the duration of this operational flow order, increases in scheduled delivery quantities within effected segments of Texas Gas' system will be made on a prospective basis only. (m) In the event the aggregate daily imbalance for all OBA's and nominated FT, TAPS and IT quantities exceeds the lesser of 5% of all such nominations or 50,000 MMBtu/d in one direction, an OFO may be issued requiring all OBA, FT, TAPS and IT customers whose imbalance exceeds 5% of their nomination in the same direction as the aggregate imbalance to take corrective action within 24 hours, or enter the penalty situation. An OFO will not be issued under this Section 18(m) unless necessary to maintain system integrity. (n) Texas Gas may, on a nondiscriminatory basis, issue such other reasonable operational flow orders as may be required for the purposes set forth in this Section 18 of the General Terms and Conditions in order to provide the services contemplated by this FERC Gas Tariff. (o) Compliance with the operational flow orders and the other terms and conditions of Texas Gas' FERC Gas Tariff is essential to Texas Gas' ability to provide deliveries and services under all rate schedules. A failure by one or more Customers to comply with the operational flow orders may affect Texas Gas' ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies available in law or at equity, Texas Gas will, except for negligence, undue discrimination, or willful misconduct have no liability or responsibility for its inability to provide deliveries and services and will be indemnified and held harmless against any claims related to such failure to provide deliveries and services by the Customer(s) failing to comply with Texas Gas' FERC Gas Tariff and in particular the provisions of this Section 18. (p) In the event a customer's gas supplies are diverted to another customer or retained by Texas Gas as a result of an OFO, the party receiving such gas supplies shall either compensate the Customer whose gas was diverted or retained at 100% of Texas Gas' cashout index price, as described in Section 14 of these General Terms and Conditions, or reimburse such Customer with in-kind volumes, at such Customer's option.

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**First Revised Sheet No. 3005** First Revised Sheet No. 3005

Superseding: Substitute Original Sheet No. 3005

GENERAL TERMS AND CONDITIONS

Section 18

(Cont'd)

- (q) An NNS, NNL, SNS, WNS, SGT, or SGL customer may, on a no-fee basis, loan to or borrow from another NNS, NNL, SNS, WNS, SGT, or SGL customer storage gas and/or storage capacity as operationally necessary to avoid issuance of an operational flow order or a violation of the operating parameters of the NNS, NNL, SNS, WNS, SGT, or SGL rate schedules; provided that Texas Gas is given adequate prior notice of the portion of such no-notice storage gas or capacity to be loaned or borrowed. Such notice shall include (i) the reason for the loan, (ii) the quantity of such storage gas or capacity to be loaned, (iii) the time when such loan is to commence and end, and (iv) the identity of the customers involved in the loan. An NNS, NNL, SNS, WNS, SGT, or SGL customer making such a no-fee loan to another NNS, NNL, SNS, WNS, SGT, or SGL customer shall not be relieved of its obligations under the tariff as a result of such loan.

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**Sheet No. 3006** Sheet No. 3006

Sheet Nos. 3006 through 3099 Are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 3100** Original Sheet No. 3100

GENERAL TERMS AND

CONDITIONS Section 1919. Penalties All penalty amounts actually collected by Texas Gas, except for those amounts due to cash-out penalties covered by Section 14, shall be determined for each calendar year and reported and credited, if necessary, within ninety days after the end of the calendar year. Texas Gas will accrue interest at the FERC interest rate on actual penalty revenues collected. Should the balance of the penalty amounts collected, including interest, be less than \$250,000 at the end of any calendar year, then that amount shall be carried forward to the next calendar year reporting period. If the balance of the penalty revenues collected, including interest, is \$250,000 or greater at the end of any calendar year, then Texas Gas shall credit that amount to Customers pro rata based on their transportation charges paid during each applicable month when a penalty was collected, excluding any Customer which was charged any penalty during that month. If Texas Gas waives a penalty, such penalty shall not be considered as "charged" for purposes of this section. Credits shall be distributed to the original Customer where capacity has been released except in the case of a permanent release where amounts shall be distributed to the Replacement Customer. A Customer whose contract for service has expired shall be entitled to a distribution of any penalty revenues that accrued while the contract was in effect, including any interest on such revenues accruing both before and after expiration of the contract.

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**Sheet No. 3101** Sheet No. 3101

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Original Sheet No. 3200 Original Sheet No. 3200

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Section 2020.

Construction of New Facilities

Texas Gas shall not be required to construct facilities (except, and limited to, minor taps) to perform transportation service under any Rate Schedule in the event capacity necessary to render the requested service does not exist at the time the request is made; provided, however, Texas Gas may, at its option, add facilities or expand capacity to provide such transportation service.

20.1 Delivery Facilities and Construction of Laterals Texas Gas' policy with respect to the financing or construction of laterals or delivery facilities is set forth below:

(a) Texas Gas will pay for all or part of the cost of the modification or construction of facilities required at delivery point(s) to effectuate the delivery of natural gas hereunder, when the construction or modification of such facilities is economically beneficial to Texas Gas. For purposes of determining whether a project is economically beneficial to Texas Gas, Texas Gas will evaluate each prospective project based upon the incremental cost of service of the facilities to be constructed by Texas Gas, and the incremental revenues which Texas Gas estimates will be generated as a result of constructing and/or modifying such facilities.

In estimating the incremental revenues to be generated, Texas Gas will calculate the revenues based upon the actual transportation rates the Customer will pay, exclusive of any surcharges, and the projected incremental quantities which will result from the project. Texas Gas will consider quantities to be incremental if any of the following criteria are met: (i) the quantities which will be transported through the contemplated delivery facilities are in excess of the quantities which could be transported through existing metering facilities, considering both the capacity of the existing metering facilities and the currently effective priorities of service through such meters; or (ii) the quantities which will be transported are to a new end-use customer or market, or to a customer or market which has not been served for the twelve months prior to the date of request for the meter facilities additions. In calculating the incremental cost of service of the facilities to be constructed, Texas Gas shall utilize the methodologies for calculating cost of service which underlies its currently effective transportation rates.

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FERC Docket: RP08-392-000

Original Sheet No. 3201 Original Sheet No. 3201

GENERAL TERMS AND

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(Cont'd) Based on the above listed criteria, a project shall be economically beneficial when the projected first year incremental revenues equal or exceed the projected first year incremental cost of service. When the project is determined to be economically beneficial, Texas Gas will pay for the cost of the contemplated facilities. When the delivery point facilities do not qualify under the economic test of this section, the facilities shall be installed at Customer's expense. When Texas Gas has previously paid for all or a portion of delivery point facilities under this facilities reimbursement policy, Customer shall, nevertheless, promptly pay Texas Gas for Texas Gas' net book value of such facilities when either of the following events occurs: (1) when Texas Gas' ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) when Customer ceases operations at the delivery point where the facilities were installed. (b) Texas Gas shall not construct or modify any facilities hereunder which will result in an increase or decrease in Texas Gas' mainline capacity, or which may compromise the operational integrity of Texas Gas' pipeline system. For those facilities which Texas Gas agrees to construct, Texas Gas will construct those facilities (1) pursuant to and subject to the authorization granted in Subpart F of Part 157 of the Regulations of the Federal Energy Regulatory Commission or (2) where the prior authorization of the Federal Energy Regulatory Commission is not required to construct such facilities. Texas Gas reserves the right to seek a waiver of the foregoing facilities reimbursement policy, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act. Nothing in this policy statement shall require Texas Gas to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act or from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. This Section 20.1 pertains to laterals or facilities at delivery points only. It is not intended to limit who may own, operate, install or pay for facilities downstream of a delivery point. It is the Customer's responsibility to assure that all facilities installed and owned by Customer or any other party downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.). Texas Gas shall install, own, operate, and maintain such equipment unless otherwise agreed to in writing by Texas Gas and Customer. Unless otherwise agreed, Customer shall reimburse or cause Texas Gas to be reimbursed for the cost of such facilities. Such costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, gross-up for state and federal income taxes, taxes other than income taxes, depreciation costs and the time value of money.

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Superseding: Original Sheet No. 3201

GENERAL TERMS AND CONDITIONS

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(Cont'd)

Based on the above listed criteria, a project shall be economically beneficial when the projected first year incremental revenues equal or exceed the projected first year incremental cost of service. When the project is determined to be economically beneficial, Texas Gas will pay for the cost of the contemplated facilities. When the delivery point facilities do not qualify under the economic test of this section, the facilities shall be installed at Customer's expense.

In addition to the above, Texas Gas may agree to pay for all or part of the cost of modification or construction of facilities required at a delivery point(s) to effectuate the delivery of natural gas hereunder when Customer and Texas Gas agree to extend a service agreement for a term of at least five years at mutually agreeable rates.

When Texas Gas has previously paid for all or a portion of delivery point facilities under this facilities reimbursement policy, Customer shall, nevertheless, promptly pay Texas Gas for Texas Gas' net book value of such facilities when either of the following events occurs: (1) when Texas Gas' ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) when Customer ceases operations at the delivery point where the facilities were installed.

- (b) Texas Gas shall not construct or modify any facilities hereunder which will result in an increase or decrease in Texas Gas' mainline capacity, or which may compromise the operational integrity of Texas Gas' pipeline system. For those facilities which Texas Gas agrees to construct, Texas Gas will construct those facilities (1) pursuant to and subject to the authorization granted in Subpart F of Part 157 of the Regulations of the Federal Energy Regulatory Commission or (2) where the prior authorization of the Federal Energy Regulatory Commission is not required to construct such facilities.

Texas Gas reserves the right to seek a waiver of the foregoing facilities reimbursement policy, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act. Nothing in this policy statement shall require Texas Gas to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act or from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act.

This Section 20.1 pertains to laterals or facilities at delivery points only. It is not intended to limit who may own, operate, install or pay for facilities downstream of a delivery point. It is the Customer's responsibility to assure that all facilities installed and owned by Customer or any other party downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.).

Texas Gas shall install, own, operate, and maintain such equipment unless otherwise agreed to in writing by Texas Gas and Customer. Unless otherwise agreed, Customer shall reimburse or cause Texas Gas to be reimbursed for the cost of such facilities. Such costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, gross-up for state and federal income taxes, taxes other than income taxes, depreciation costs and the time value of money.



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Original Sheet No. 3202 Original Sheet No. 3202

GENERAL TERMS AND

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(Cont'd)

All such facilities owned and operated by Texas Gas must include any rights-of-way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Customer or Customer's agent must be in accordance with Texas Gas' specifications. Texas Gas must approve design drawings and bills of materials, and construction shall be subject to approval by Texas Gas' inspectors. If Customer constructs facilities, Customer shall coordinate the construction of such facilities with Texas Gas so that Texas Gas may reasonably have inspectors at the site during construction. Customer assumes full responsibility and liability and agrees to hold Texas Gas harmless from any liability of any nature arising from the installation of such facilities by Customer or Customer's agent. 20.2 Receipt Facilities Texas Gas may, at its option, add receipt point facilities, or expand capacity to provide transportation service. Customer may be required to pay or cause Texas Gas to be paid for the installed cost of all such facilities. Receipt facilities shall be installed, owned, operated, and maintained by Texas Gas, unless otherwise agreed to in writing by both parties. Unless otherwise agreed, Customer shall reimburse or cause Texas Gas to be reimbursed for the cost of such facilities. Such costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, gross-up for state and federal income taxes, taxes other than income taxes, depreciation costs and the time value of money.

(a) All such facilities owned and operated by Texas Gas must include any rights-of-way necessary to access for inspection and maintenance. Any such facilities constructed by Customer or Customer's agent must be in accordance with Texas Gas' specifications. Texas Gas must approve design drawings and bills of materials, and construction shall be subject to approval by Texas Gas' inspectors. If Customer constructs facilities, Customer shall coordinate the construction of such facilities with Texas Gas so that Texas Gas may reasonably have inspectors at the site during construction. Customer assumes full responsibility and liability and agrees to hold Texas Gas harmless from any liability of any nature arising from the installation of such facilities by Customer or Customer's agent. (b) Subject to conditions below and upon receipt of Customer's request, Transporter will also construct, on a nondiscriminatory basis, the necessary facilities to attach gas supplies to its pipeline to the extent that (1) Customer(s) agree to pay Transporter an amount to recover the cost of such facilities, or (2) Customer(s) provide Transporter adequate assurances that there are adequate gas supplies to be attached by the facilities to make construction of the facilities economical to Transporter.

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FERC Docket: RP08-392-000

Original Sheet No. 3203 Original Sheet No. 3203

GENERAL TERMS AND

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(Cont'd)

For the purposes of determining whether a project is economically beneficial to Transporter, Transporter will evaluate projects on the basis of the amount of reserves and deliverability characteristics of the gas supply to be attached, the cost of the facilities, operating, and maintenance, as well as administrative general expenses attributable to the facilities, and the Transporter estimates will be generated as a result of the attachment of the gas supplies and the availability of capital funds on terms and conditions acceptable to the Transporter. In estimating the incremental revenues to be generated, Transporter will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the gas supplies, the location of the markets for the gas supplies, the interruptible versus the firm nature of the transportation service from the attached gas supplies, and other similar factors which impact whether the available deliverability from the attached gas supplies will actually be transported. Transporter may seek to include the unreimbursed facility costs in its general system rates in a subsequent rate filing which shall report (1) the location of each facility built without reimbursement, (2) the cost of that facility, and (3) the date the facility was placed into service. Transporter will own and operate all facilities constructed herein. Transporter shall have the right at any time to terminate installation of new facilities described in this section on a nondiscriminatory basis. 20.3 Texas Gas shall install, own, operate, and maintain such equipment unless otherwise agreed to in writing by Texas Gas and Customer. Unless otherwise agreed, Customer shall reimburse or cause Texas Gas to be reimbursed for the cost of such facilities. Such costs include, but are not limited to, operating and maintenance expenses, administrative and general expenses, gross-up for state and federal income taxes, taxes other than income taxes, depreciation costs and the time value of money. All such facilities owned and operated by Texas Gas must include any rights-of-way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Customer or Customer's agent must be in accordance with Texas Gas' specifications. Texas Gas must approve design drawings and bills of materials, and construction shall be subject to approval by Texas Gas' inspectors. If Customer constructs facilities, Customer shall coordinate the construction of such facilities with Texas Gas so that Texas Gas may reasonably have inspectors at the site during construction. Customer assumes full responsibility and liability and agrees to hold Texas Gas harmless from any liability of any nature arising from the installation of such facilities by Customer or Customer's agent.

CONDITIONS

Section 20

(Cont'd) 20.4 Reservation Of Capacity For Expansion/Extension Projects Texas Gas  
may elect to reserve for a future expansion/extension project any unsubscribed or  
unallocated capacity or capacity under expiring or terminating service agreements where  
such capacity is not subject to a right of first refusal or Customer does not exercise its  
right of first refusal to retain the capacity. Texas Gas may only reserve capacity for a  
future expansion/extension project for which an open season has been or will be held within  
one (1) year of the date that Texas Gas posts such capacity as being reserved. Prior to  
reserving capacity for an expansion/extension project, such available capacity shall have  
been posted in accordance with Section 8.1 on Texas Gas' Internet Website (Informational  
Postings web site) for at least five (5) business days. Capacity shall be awarded or  
allocated in accordance with Texas Gas' tariff. Capacity may be reserved for  
expansion/extension projects only for a 12-month period prior to Texas Gas filing for  
certificate approval for construction or acquisition of proposed expansion/extension  
facilities, and thereafter until all expansion/extension facilities related to the  
certificate filing are placed into service by Texas Gas. If Texas Gas  
reserves capacity for an expansion/extension project, it will notify Customers of its  
intent as part of Texas Gas' posting of capacity on its Informational Postings web site.  
Texas Gas' posting for reserved capacity for future expansion/extension projects shall  
include the following information: (a) a description of the project for which the capacity  
will be reserved; (b) the total quantity of capacity to be reserved; (c) the location of  
the proposed reserved capacity on the pipeline system; (d) whether, and if so when, Texas  
Gas anticipates that an open season for the capacity will be held or the reserved capacity  
will otherwise be posted for bids; (e) the projected in-service date of new facilities;  
and (f) on an ongoing basis, how much of the reserved capacity has been sold on a  
limited-term basis that would otherwise be eligible for a right of first refusal. Texas Gas  
will make reasonable efforts to update the reservation posting up to the in-service date of  
the project to reflect any material changes in the scope of the project. If unsubscribed  
capacity that has been posted for bid remains unsubscribed after posting, and if such  
unsubscribed capacity is insufficient to serve the expansion/extension project, the  
reservation posting or open season will include a non-binding solicitation for turnback  
capacity from Texas Gas' existing Customers to serve the expansion/extension project.  
Texas Gas shall post on its Informational Postings web site a non-binding solicitation for  
expansion project related turnback capacity no later than 90 days after the close of an  
expansion project's open season specifying the minimum term for a response to the  
solicitation. If there are material differences between the terms and conditions  
imposed on the expansion project open season and the mandatory pre-reservation open season,  
Texas Gas shall hold another open season for the available capacity that uses the same  
terms and conditions used for the expansion project open season. If the available  
capacity open season is held subsequent to the expansion open season, Texas Gas shall use  
the same terms and conditions used in the expansion open season.

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Section 20

(Cont'd) Any capacity reserved hereunder will be made available for transportation service pursuant to Texas Gas' FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project. Texas Gas reserves the right to limit any extension rights provided in the service agreement and pursuant to Section 10 of the General Terms and Conditions commensurate with the proposed in-service date of facilities. Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 30 days of the date the capacity becomes available. The previously reserved capacity will become available when Texas Gas posts the capacity on its Informational Postings web site.

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**Sheet No. 3206** Sheet No. 3206

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Original Sheet No. 3300 Original Sheet No. 3300

GENERAL TERMS AND

CONDITIONS

Section 2121.

Warranty of Title to Gas

21.1 As between Pipeline and Customer, each party shall be in control and possession of all gas in that party's facilities. The receiving party shall have no responsibility with respect to any gas delivered until such gas is received into its facilities or on account of anything which may be done, happen, or arise with respect to such gas before such delivery, and the delivering party shall have no responsibility with respect to such gas after its delivery into the facilities of the other party or on account of anything which may be done, happen, or arise with respect to such gas after such delivery and receipt.

21.2 Customer hereby warrants that it will at the time of receipt of gas by Pipeline hereunder have good title to or the good right to deliver all gas so made available and that all such gas is free from all liens and adverse claims. 21.3 Customer agrees to indemnify Pipeline and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to the gas received and transported hereunder by Pipeline or to all royalties, taxes, license fees, or charges thereon, which may be levied and assessed against customer upon the transfer thereof to Pipeline. If any adverse claim of any character is asserted with respect to the gas delivered hereunder, with respect to Customer's right to delivery such gas, or with respect to Pipeline's right to receive payment for transporting such gas, either party shall have the right to retain any amount of money up to the amount of such claim out of the money then or thereafter payable to the other party hereunder. Such money shall be retained without interest as security for the performance of the obligations with respect to such claim until such claim has been finally terminated or until bond has been furnished conditioned for protection with respect to such claim in an amount and with sureties satisfactory to the claimant.

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**Sheet No. 3301** Sheet No. 3301

Sheet Nos. 3301 through 3399 Are Reserved For Future Use

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**Original Sheet No. 3400** Original Sheet No. 3400  
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Section 2222.

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[Reserved For Future Use]



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**Sheet No. 3401** Sheet No. 3401

Sheet Nos. 3401 through 3499 Are Reserved For Future Use

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Original Sheet No. 3500 Original Sheet No. 3500

CONDITIONS

Section 2323.

GENERAL TERMS AND

23.1

Transporter and Customer recognize that the right to process gas may have been retained by Customer or Customer's supplier. Such processing shall be for recovery and disposition solely by or for the account of Customer or Customer's supplier of liquefiable hydrocarbons. It is understood that Transporter shall not acquire any right, title or interest under this contract in any products resulting from such processing and Transporter shall not process gas received for transportation hereunder for the extraction of liquefiable hydrocarbons.

23.2 Customer shall execute or cause its supplier or processor to execute a separate agreement with Texas Gas providing for the transportation of any liquids/liquefiabiles, and shall pay or reimburse Texas Gas, or cause Texas Gas to be paid or reimbursed, for any applicable rates or charges associated with the transportation of such liquids/liquefiabiles, as specified in this Section 23.

23.3 Associated Liquid Hydrocarbons: Transporter agrees to accept the associated liquid hydrocarbons produced with the gas hereunder and to transport and deliver the same to, or for the account of, Customer or Customer's supplier under the following terms and conditions and such other terms as may be mutually agreeable:

(a) Any injection of liquids shall be accomplished at a point immediately downstream from the measurement facilities at the Transporter Receipt Point(s);

(b) Injected liquid hydrocarbons shall contain sufficient quantities of corrosion inhibitors and the composition and characteristics of the liquid hydrocarbons shall be such that they will not (i) cause undue formation of hydrates in Transporter's Facilities, (ii) cause undue damage to Transporter's Facilities by internal corrosion, or (iii) cause the gas in said Facilities to fail to meet the Quality Specifications provided for herein after such liquid hydrocarbons have been removed from Transporter's Facilities. The type and quantity of any corrosion inhibitors shall be subject to Transporter's approval prior to the introduction of such inhibitors into Transporter's Facilities;

(c) Liquid hydrocarbons with an American Petroleum Institute (API) gravity of less than 40 shall not be transported in Transporter's Facilities. The Bottom Sediment and Water (BS&W) content of the injected liquid hydrocarbons shall not exceed one percent of the total liquid hydrocarbons being injected from any platform at any time. Liquid hydrocarbons with more than 3% hydrocarbon paraffins shall not be transported in Transporter's facilities. If, at any time, the injected liquid hydrocarbons shall fail to conform to these specification, Transportation shall have the right, without advance notice, to refuse to allow injection of liquid hydrocarbons into Transporter's Facilities and shall be absolved of any further obligation to perform pending correction by Customer;

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Original Sheet No. 3501 Original Sheet No. 3501

GENERAL TERMS AND

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Section 23

(Cont'd) (d) Transporter shall have the right to commingle the gas and injected liquid hydrocarbons delivered by Customer to Transporter with gas and injected liquid hydrocarbons delivered to Transporter by others, and Transporter shall likewise have the right similarly to commingle and transport gas and injected liquid hydrocarbons for others; and (e) Title to the associated liquid hydrocarbons may be retained by Customer or Customer's supplier(s). Transporter shall be responsible for any loss of such liquids due to Transporter's sole negligence, if Customer or Customer's supplier(s) have retained title to such liquid hydrocarbons.

23.4 Indemnification: Customer agrees to indemnify and save Transporter harmless from all losses, damages, and expenses arising out of or incident to the transportation and handling of such liquids and liquefiabiles prior to delivery to Transporter of liquids or liquefiabiles hereunder and after redelivery of such liquids or liquefiabiles, Transporter agrees to indemnify and save Customer and its affiliates harmless from all losses, damages, and expenses arising out of or incident to the transportation of liquids and liquefiabiles after delivery to Transporter and before redelivery. 23.5 Reimbursement: Customer agrees that if the Commission or any other regulatory body having jurisdiction determines directly or indirectly, (1) that reimbursement to Transporter should be made for the use of Transporter's facilities for the transportation of liquids or liquefiabiles, or (2) that any portion of Transporter's costs incurred (including a reasonable return) for facilities utilized in such transportation should be eliminated from Transporter's cost of service, Customer shall reimburse or pay, or cause to be reimbursed or paid, Transporter for such excluded costs effective as of the date such reimbursement requirement or cost allocation is effective, with the view that Transporter will be kept completely whole with respect to such costs. Customer will reimburse Transporter for any taxes or similar assessment levied against Transporter's transportation and separation of liquids or liquefiabiles for Customer. (a) Subject to Commission action that may adjust the rates described above, the initial rate for liquid transportation shall be, for liquids from wells connected to the system as of December 31, 1981, 55 cents per barrel, and for liquids from wells connected to the system on or after January 1, 1982, one dollar and two and one-half cents (\$1.025) per barrel. The rate for short-haul transportation (a distance of twenty (20) miles or less) of liquids from wells connected to the system as of December 31, 1981, shall be 11 cents per barrel, and the rate for short-haul transportation of liquids from wells connected to the system on or after January 1, 1982, shall be twenty percent (20%) of the one dollar and two and one-half cents (\$1.025) per barrel rate stated above.

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Original Sheet No. 3502 Original Sheet No. 3502

GENERAL TERMS AND

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Section 23

(Cont'd) (b) For all liquefiabiles transported on behalf of a producer or customer which are produced in conjunction with natural gas transported by Transporter from wells connected on or before December 31, 1981, the amount shall be 4.5 cents per MCF per 100 miles prorated to the actual mileage of transportation of the liquefiabiles. (c) For all liquefiabiles transported on behalf of a producer or customer which are produced in conjunction with natural gas transported by Transporter

from wells connected on or after January 1, 1982, the amount shall be 10.25 cents per MMBtu per 100 miles transported offshore, prorated to the actual mileage of offshore transportation, and 3.10 cents per MMBtu per 100 miles transported onshore, prorated to the actual mileage of onshore transportation.

For the purposes of administering the rate provisions of this Section 23,

Customer on or before the fifteenth (15th) day of each calendar month, agrees to provide, or cause to be provided to Transporter, a monthly allocation statement setting forth the total quantity of Liquids and Liquefiabiles delivered to Transporter at each receipt point hereunder during the preceding month, and allocating such quantities at each receipt point into pre-January 1, 1982, and post-December 31, 1981, connected well sources.

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**Sheet No. 3503** Sheet No. 3503

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Original Sheet No. 3600 Original Sheet No. 3600

GENERAL TERMS AND

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Section 2424.

Order No. 528 Settlement Payment

Cost Recovery Mechanism 24.1 Purpose. This Section of the General Terms and Conditions sets forth the procedures to reflect charges associated with the recovery of Transporter's

Order No. 528 (Order No. 528) Settlement Payments.

24.2 Definitions. The definition of

terms applicable to this Section are as follows:

(a) Commodity Order No.

528 Surcharge Recovery Period - The one (1) year period beginning on July 1, 1999, and ending on June 30, 2000.

(b) Order No. 528 Settlement Payments - Any costs incurred

by the Company directly or indirectly to extinguish outstanding take-or-pay exposure

under pre-Order No. 636 gas purchase contracts or to terminate the

contracts or to reform the price, volume or other pertinent economic terms of the contracts with producer suppliers.

(c) Order No. 528 Commodity Surcharge - A commodity

surcharge reflected on Sheet Nos. 20, 21, 25, 26, 29 and 30 which is based on 75% of

Order No. 528 Settlement Payments, including interest on such amounts.

(d) Interest Rate - The quarterly interest rate published by the Federal Energy Regulatory Commission and computed in accordance with Section 154.501 of its

regulations. 24.3 Determination of the Commodity Order No. 528 Surcharge. Texas Gas shall

determine the Commodity Order No. 528 Surcharges to be applicable for the Annual

Commodity Order No. 528 Surcharge Recovery Period of July 1, 1999, through June 30, 2000,

by the following procedure: (a) The Commodity Order No. 528 Charge for the Commodity

Order No. 528 Surcharge Recovery Period shall be based on seventy-five percent (75%)

of the total Order No. 528 Settlement Payments, including applicable

interest. Pipeline shall then calculate an annual interest amount using the

then effective Commission prescribed interest rate on the unamortized commodity

Order No. 528 balance for each month of the Commodity Order No. 528 Surcharge

Recovery Period. The sum of the annual commodity Order No. 528 amount and the

interest amount shall be divided by throughput based upon the most recent 12 months

of actual available data to determine the Commodity Order No. 528 Surcharge

which is set forth on Sheet Nos. 20, 21, 25, 26, 29 and 30 of this

tariff. (b) If, prior to June 30, 2000, the end of the recovery period, Texas Gas has

recovered the maximum amount permitted, then Texas Gas may file to

terminate its Order No. 528 surcharges.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 3601 Original Sheet No. 3601

GENERAL TERMS AND

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Section 24

(Cont'd) (c) Within 90 days of the earlier of June 30, 2000, or upon full recovery of the permitted settlement costs, Texas Gas will file a reconciliation filing which will include workpapers to reconcile the appropriate amounts recovered under the Surcharge described above. The filing shall also include the reconciliation of the applicable carrying charges based on the actual FERC interest rate factor versus the interest rate factor used to design the surcharge and detail the actual throughput when applicable to the surcharge. Upon reconciliation, should Texas Gas have underrecovered the applicable recoverable costs, an additional surcharge will be placed in effect to recover the underrecovered amount including interest, not to exceed a three-month recovery period. The surcharge would be calculated using the same method as in 29.3(a) above with the exception that the most recent three months of actual available volumes would be used instead of 12 months. Should Texas Gas have overrecovered the applicable recoverable costs, the overrecovered amount would be refunded including interest on the basis of each customer's payment of these Order No. 528 costs.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 3602** Sheet No. 3602

Sheet Nos. 3602 through 3699 Are Reserved For Future Use



Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 3700 Original Sheet No. 3700

GENERAL TERMS AND

CONDITIONS

Section 2525.

Miscellaneous Provisions

25.1 FERC Gas Tariff and Executed Service Agreement Subject to Regulation This tariff and the executed service agreement, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. The parties agree to furnish each other with any and all information necessary to comply with any laws, orders, rules, or regulations. The validity, construction, interpretation and effect of any Transportation or Service Agreement covered by this tariff shall be governed by the substantive laws of the State of Kentucky, provided that Kentucky's choice of law rules may not be used to direct or determine that some other State's law shall govern a dispute arising hereunder. 25.2 Service agreements shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties executing such service agreements. Provided, however, neither party to a service agreement shall assign such agreement or any of its rights or obligations thereunder without the consent in writing of the other party except as permitted by Section 16.7 of the General Terms and Conditions of this FERC Gas Tariff. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of an executed service agreement including any and all extensions, renewals, amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any such trustee be a corporation, without its being required by the parties thereunder to qualify to do business in the state in which the performance of the service agreement may occur, nothing contained therein shall require consent to transfer the service agreement by virtue of merger or consolidation of a party thereunder or a sale of all or substantially all of the assets of a party thereto, or any other corporate reorganization of a party thereto. 25.3 Electronic Commerce Interested parties may exchange information and business transactions electronically with Texas Gas via its Internet Website and via Electronic Data Interchange (EDI). 25.3.1 Texas Gas will maintain an Internet Website providing timely and equal access to any and all information relevant to the availability of services on Texas Gas' pipeline system. Texas Gas' Internet Website will be available to all interested parties at no fee with no user being given preferential access to Texas Gas' Internet Website. An Internet Website Agreement will be required to access the Texas Gas Internet Website. Texas Gas reserves the right to invalidate Internet Website Customer's UserID in the event such UserID has not been accessed for more than 90 calendar days.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 3701 Original Sheet No. 3701

GENERAL TERMS AND

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Section 25

(Cont'd) 25.3.2 Texas Gas reserves the right to provide enhancements to the Internet Website at its sole discretion; provided, however, all such enhancements, when fully operational, shall be provided to all parties on a nondiscriminatory basis. 25.3.3 Texas Gas' Internet Website will provide for the following:

(a) downloading by users, (b) daily back-up of information displayed on the Internet Website, which will be available for user review for at least three (3) years, (c) purging information on completed transactions from current files, (d) display of most recent entries ahead of information posted earlier,

(e) on-line help, a search function that permits users to locate all information concerning a specific transaction, and a menu that permits users to separately access notices of available capacity, each record in the transportation log, and standards of conduct information; and

(f) imbalance gas available for trading. 25.3.4 Texas Gas is the exclusive proprietor of the programming which generates its Internet Website and of all the copyrights and proprietary interests therein (except insofar as any third party possesses a copyright or proprietary interest in such materials) but not of the files of and the information displayed on its Internet Website.

25.4 Notices Any notice, request, demand, statement or bill provided for in this tariff and the executed service agreement or any notice which either Texas Gas or Customer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by regular mail or by postpaid registered mail addressed to said party at the address designated in the applicable service agreement, or at such other address as either party may designate in writing or, if applicable, by facsimile transmission, or as otherwise provided in this FERC Gas Tariff. For example, certain notices, such as OFO notices described in Section 18 (a)(iii) of the General Terms and Conditions, shall be considered duly delivered when they are posted to Texas Gas' Internet Website and either (a) the e-mail version of the notice has been sent to Customer's designated e-mail address(es) and no "e-mail undeliverable" message(s) are received by Texas Gas in return; or (b) if the Customer has requested facsimile notice, the facsimile transmission version of the notice has been sent via facsimile to the Customer's designated facsimile number and a facsimile confirmation receipt confirming receipt of the notice at Customer's designated number has been received by Texas Gas. Routine communications by telephone between members of the operating staffs of Texas Gas and Customer shall be considered duly delivered without confirmation by mail unless such confirmation is requested by either party.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 3702 Original Sheet No. 3702

GENERAL TERMS AND

CONDITIONS

Section 25

(Cont'd) 25.5 Force Majeure: (a) If by reason of force majeure, either party wholly or in part, to carry out its obligations under this tariff, and if such party gives notice and reasonably full particulars of such force majeure in writing or by telegraph to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the parties, such notice having been given, so far as and to the extent that 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 so far as possible be remedied with all reasonable dispatch, except as provided herein.

(b) Force Majeure, as used herein shall mean any and all circumstances beyond the direct or reasonable control of either party which would make performance of this service impossible or unsafe, and shall include, without limiting the foregoing, acts of God such as landslides, earthquakes, lightning, storms (including but not limited to hurricanes and hurricane warnings), crevasses, floods, washouts, epidemics; acts of public enemies including wars, riots, blockades; civil and military disturbances; insurrections, fires, explosions, freezing; arrests and restraints of government, either federal or state, civil or military; shutdowns for purposes of necessary or required repairs, relocations, or construction of facilities; any operational or mechanical failure such as breakage or accident to machinery or lines of pipe, or failure of surface equipment or pipelines; the necessity for testing pipeline or other equipment as may be required by governmental authority or as deemed necessary by the testing party for the safe operation thereof; any failure to perform or to comply with any obligation or condition herein due to the inability to obtain necessary supplies, permits, or labor; any industrial disturbance, including strikes or lockouts; or any inability to obtain necessary rights-of-way. (c) Force Majeure affecting the performance hereunder by either party, however, shall not relieve such party of liability in the event of negligence or willful misconduct or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch; and such causes or contingencies affecting such performance shall not relieve either party from its obligations to make payment as determined hereunder. (d) It is understood and agreed that the settlement of strikes, lockouts, or controversies with landowners involving rights-of-way shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or controversies with landowners involving rights-of-way, by acceding to the demands of the opposing party which such course is inadvisable in the discretion of the party having the difficulty.

Effective Date: 04/08/2010 Status: Effective

FERC Docket: RP10-478-000

**First Revised Sheet No. 3703** First Revised Sheet No. 3703

Superseding: Original Sheet No. 3703

GENERAL TERMS AND CONDITIONS

Section 25

(Cont'd)

25.6 Non-Discriminatory Waiver of Tariff Provisions and Non-Waiver of Future Defaults

Notwithstanding the provisions of any individual rate schedule, Pipeline may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Pipeline of any one or more defaults by the other in the performance of any provision of the Service Agreement between Customer and Pipeline shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

25.7 Complaint Procedure

Any Potential Customer that has a complaint against Texas Gas with regard to transportation service may file a complaint with Texas Gas. As used in this Section 25.7, a "Potential Customer" shall include all current transportation Customers of Texas Gas, and all persons who have pending requests either for transportation service or for information regarding transportation service on Texas Gas' system. The procedures for filing and resolving complaints shall be as follows:

- (a) All complaints of Potential Customers shall be directed in writing to the General Counsel, Texas Gas Transmission, LLC, P.O. Box 1478, Houston, Texas 77251-1478. Each complaint shall clearly identify the specific activity or lack of activity that Texas Gas has undertaken which gave rise to the complaint.
- (b) Texas Gas will maintain a record of all complaints received by the General Counsel for a period of three (3) years.
- (c) The General Counsel will be responsible for notifying the appropriate department(s) that will investigate each complaint.
- (d) An initial response to the complaint will be provided within 48 hours of receipt to acknowledge that the complaint was received, estimate a date that a final response will be made and state whether additional information will be needed from the complainant.
- (e) Texas Gas will respond to each complaint in writing within thirty (30) days of the date of receipt by the General Counsel. If Texas Gas determines that corrective action is appropriate, it will propose such action to complainant to settle the complaint; otherwise, Texas Gas will set forth those facts that demonstrate that the complaint is unfounded. Nothing in this section will prevent Texas Gas or Potential Customer from seeking all available remedies from FERC or any other entity having jurisdiction over the contested matter.

25.8 Availability of Third-Party Pipeline Capacity

From time to time, Transporter may enter into service agreements with other interstate and intrastate pipelines, local distribution, and storage companies ("off-system services"). In the event that Transporter acquires off-system services, Transporter will use such for operational reasons or to render service for its customers. In the event that Transporter utilizes off-system services on behalf of its customers, it will only render such service to customers pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this section, the "Shipper must have title" requirement is waived.

Effective Date: 03/04/2010 Status: Effective

FERC Docket: RP10-360-000

**Second Revised Sheet No. 3704** Second Revised Sheet No. 3704

Superseding: First Revised Sheet No. 3704

GENERAL TERMS AND CONDITIONS

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(Cont'd)

25.9 Reimbursement of Sales and Use Taxes

Customer shall pay to Transporter any applicable energy, value added, sales or use tax, or similar tax, and any penalty and interest imposed on the Customer by the federal government, any state, or by any political subdivision of a state, which amount Transporter is obligated by law to collect and remit. Payment shall be at the applicable rate prescribed by law. If Customer is exempt from the obligation to pay such taxes, Customer shall provide Transporter with documentation establishing that exemption.

25.10 Separation of Storage Services

Texas Gas shall manage and account for cost-based storage service under Rate Schedules FSS, ISS, NNS, SNS, WNS and SGT separately from market based rate storage service under Rate Schedules FSS-M and ISS-M. Texas Gas will establish and maintain separate logical meters to be utilized solely for FSS-M and ISS-M service, and nomination, scheduling and allocation for FSS-M and ISS-M shall be handled separately from cost-based services. As set forth in Rate Schedules FSS-M and ISS-M, Texas Gas has received approval to charge market based rates for 8,400,000 MMBtu of storage capacity and 93,855 MMBtu/day of deliverability. Texas Gas will limit the volume of storage capacity and deliverability available for FSS-M and ISS-M service subject to Market Based Rate authority received in Docket No. CP07-405-000 to these volumes.

Any reductions in the availability of interruptible storage service due to system integrity issues will be prorated as between interruptible cost-based and market-based rate service.

Regarding system outages, Texas Gas will utilize a three-prong approach as follows:

1. If Texas Gas can reasonably determine that the facility outage involves only equipment dedicated to market-based customer, then only the market-based customers will be affected;
2. If Texas Gas can reasonably determine that the facility outage involves only equipment dedicated to cost-based customers, then only the cost-based customers will be affected; and
3. If the facility outage involves equipment that benefits both cost-based and market-based customer or Texas Gas cannot reasonably determine that the facility outage is limited to equipment dedicated to only one category of customers, both cost-based and market-based customer will be affected on a prorated basis.

Effective Date: 12/01/2009 Status: Effective  
 FERC Docket: RP09-548-002

**Substitute Original Sheet No. 3705** Substitute Original Sheet No. 3705

GENERAL TERMS AND CONDITIONS  
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 (Cont'd)

25.11 Cross Reference for Tariff-Permitted Provisions in Service and Letter Agreements

See the actual tariff sheet referenced for entire provision.

Tariff Sheet No(s).	Applicable Rate Schedule(s) Provision Summary	Location (Rate Schedule and/or General Terms and Conditions)	Provision Topic
408	NNS/NNL/SGT/SGL	NNS/NNL/SGT/SGL	Shoulder Month
States that alternative definitions of			
460		GT&C Section 2	Contract Demand
"Shoulder Month Contract Demand" may			
507			
be mutually agreed to.			
559			
1404			
1900	All Firm Transportation Services	GT&C Section 7.1(c)	Operating Pressures
Sets forth the terms and conditions			
applicable to the negotiation of			
minimum and maximum pressure at			
receipt and delivery points.			
2000	All Services	GT&C Sections 8.2, 8.3	Requests for Service
Sets forth the information related to			
2001			
the requests for service by a			
2002			
Customer.			
2003			
2004			
2005			
2006	All Firm Transportation Services	GT&C Section 8.7	Supply Lateral Capacity
Sets forth the terms and conditions			
applicable to supply lateral capacity.			
2105	All Services	GT&C Section 9.4	Discounting
Sets forth the terms and conditions			
2106			
applicable when Texas Gas provides a			
discount.			
2106	All Services	GT&C Section 9.5	Negotiated Rates
Sets forth the terms and conditions			
2107			
applicable when Texas Gas provides a			
2108			
negotiated rate.			
Services2200	All Firm Transportation Services	GTC Section 10.2(c)	Contributions In Aid
Sets forth the terms and conditions			
3201		GTC Section 20.1(a)	of Construction
applicable when Texas Gas provides any			
contribution(s) in aid of construction.			

*Effective Date: 12/01/2009    Status: Effective*  
*FERC Docket: RP09-548-001*

**Sheet No. 3706** Sheet No. 3706

Sheet Nos. 3706 through 3799 are Reserved for Future Use

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP09-1009-001

**Substitute Original Sheet No. 3799A** Substitute Original Sheet No. 3799A

GENERAL TERMS AND CONDITIONS

Section 25

(Cont'd)

25.11 Reserved

25.12 Waiver of Consequential Damages

Texas Gas' and Customer's liability for a claim hereunder shall be limited solely to direct damages, as defined by applicable law, whether such claim arises out of breach of contract, tariff or warranty, negligence, tort, strict liability, product liability, statutory or regulatory liability, indemnity, contribution or any other legal theory; provided that such liability may include direct, consequential and any other type of damages available under applicable law, to the extent the claim is attributable to the gross negligence, willful misconduct or bad faith of such liable party.



Effective Date: 03/01/2010 Status: Suspended

FERC Docket: RP09-1009-000

**Original Sheet No. 3799A** Original Sheet No. 3799A

GENERAL TERMS AND CONDITIONS

Section 25

(Cont'd)

25.11 Reserved

25.12 Waiver of Consequential Damages

In no event shall either Customer or Texas Gas be liable to the other for and Texas Gas and Customer each expressly releases the other from punitive or exemplary, special, indirect, incidental or consequential damages (including without limitation, loss of profit, loss of revenue), whether such damages arise out of breach of contract, tariff or warranty, negligence, tort, strict liability, product liability, statutory liability, indemnity, contribution or any other legal theory; provided, however, unless otherwise agreed to by Texas Gas and Customer, the foregoing shall not limit Texas Gas' liability, if any, to Customer, nor Customer's liability, if any, to Texas Gas, for punitive or exemplary, special, indirect, incidental or consequential damages arising out of the gross negligence, undue discrimination, willful misconduct, or bad faith of such liable party.

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP09-548-000

**Third Revised Sheet No. 3800** Third Revised Sheet No. 3800

Superseding: Second Revised Sheet No. 3800

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT/STF/NNS/NNL/SGT/SGL/SNS]

Agreement/Contract No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName], ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated (Contract/Agreement No: \_\_\_\_\_ ).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): [Insert Contract Demand(s) (including but not limited to daily, monthly, or seasonal Contract Demand(s)) and, as necessary, information related to Contract Demand ramp-ups or other changes. In lieu of inserting here, Contract Demand information may be inserted on an exhibit.]

Term: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

[To the extent a Contractual Right of First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by the Tariff: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.]

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.]

[A continuous unilateral rollover term, exercisable only by Customer, may be elected by Customer in place of a bilateral evergreen provision. To the extent such continuous unilateral rollover term is elected, the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.]

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CustomerName]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 03/04/2010 Status: Effective  
FERC Docket: RP10-360-000

**Fourth Revised Sheet No. 3800** Fourth Revised Sheet No. 3800  
Superseding: Substitute Third Revised Sheet No. 3800

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:  
Rate Schedule [FT/STF/NNS/NNL/SGT/SGL/SNS/WNS]  
Agreement/Contract No.: \_\_\_\_\_  
Dated: \_\_\_\_\_]

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.] This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName], ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated (Contract/Agreement No: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): [Insert Contract Demand(s) (including daily, monthly, or seasonal Contract Demand(s), as permitted by Section 6.2.2 of the General Terms and Conditions of the Tariff and Sections 10, 11, and/or 12 of the NNS/NNL/SGT/SGL/SNS/WNS Rate Schedule) and, as necessary, information related to Contract Demand ramp-ups that is permitted by Section 3.3, 2.3, and 2.5 of the FT/NNS/NNL Rate Schedules, respectively. In lieu of inserting here, Contract Demand information may be inserted on an exhibit.]

Term: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

[To the extent a Contractual Right of First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by Section 10 of the General Terms and Conditions of the Tariff: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.]

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.]

[A continuous unilateral rollover term, exercisable only by Customer, may be elected by Customer in place of a bilateral evergreen provision. To the extent such continuous unilateral rollover term is elected, the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.]

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:  
[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by the provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____

*Effective Date: 12/01/2009    Status: Effective*

*FERC Docket: RP09-548-001*

**Substitute First Revised Sheet No. 3801** Substitute First Revised Sheet No. 3801

Superseding: Original Sheet No. 3801

EXHIBIT A

Primary Point(s)

[Identify Primary Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Point Meter Number, Delivery Point Name, Delivery Point Meter Number, Volume, and Contract Path(s). Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Point(s); and/or (ii) terms and conditions related to the Primary Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**First Revised Sheet No. 3801** First Revised Sheet No. 3801  
Superseding: Original Sheet No. 3801

EXHIBIT A

Primary Point(s)

[Identify Primary Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Point Meter Number, Delivery Point Name, Delivery Point Meter Number, Volume, and Contract Path(s), as well as any additional terms and conditions permitted by the Tariff and related to the Primary Points, if any.]

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 3802** Sheet No. 3802

Sheet Nos. 3802 through 3899 Reserved for Future Use

*Effective Date: 12/01/2009    Status: Effective*

*FERC Docket: RP09-548-002*

**Substitute First Revised Sheet No. 3900** Substitute First Revised Sheet No. 3900  
Superseding: Sheet Nos. 3900 Through 3902

This sheet hereby cancels the sheets listed below:

First Revised Original Sheet No. 3900  
First Revised Sheet No. 3901  
Sheet No. 3902

Sheet Nos. 3900 through 3999 are now reserved for future use.

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**First Revised Sheet No. 3900** First Revised Sheet No. 3900

Superseding: Sheet Nos. 3900 Through 3902

This sheet hereby cancels the sheets listed below:

Original Sheet No. 3900

Original Sheet No. 3901

Sheet No. 3902

Sheet Nos. 3900 through 3999 are now reserved for future use.



Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

First Revised Sheet No. 3901 First Revised Sheet No. 3901

Superseding: Original Sheet No. 3901

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE STF

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule STF, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas  
  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Post Office Box 20008  
Owensboro, Kentucky 42304  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Fax: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_  
Other: \_\_\_\_\_

Customer  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Fax: \_\_\_\_\_  
Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

\_\_\_\_\_  
  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC  
  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 3902** Sheet No. 3902

Sheet Nos. 3902 through 3999 Reserved for Future Use

Effective Date: 01/11/2010    Status: Effective  
FERC Docket: RP10-233-001

**Substitute Second Revised Sheet No. 4000** Substitute Second Revised Sheet No. 4000  
Superseding: First Revised Sheet No. 4000

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Umbrella Agreement for Replacement Customer

Rate Schedule [FT/STF]

Agreement No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName], ("Replacement Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No.: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Operation of Umbrella Agreement: Certain terms and conditions of this Agreement will appear on one or more applicable capacity release awards. Replacement Customer recognizes that at any one time, Replacement Customer may have several applicable capacity release awards in effect which, together with this Agreement, will each constitute a separate transportation contract with separate terms and conditions, and which will be administered as such.

Receipt and Delivery Point(s): Primary Receipt and Primary Delivery Points and/or transportation paths shall be listed on the applicable capacity release award.

Contract Demand(s): Contract Demand(s) shall be listed on the applicable capacity release award and identified as "Awd Qty-K."

Term: This Agreement shall be effective beginning \_\_\_\_\_ and shall remain in effect until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice; provided, however, that this Agreement shall not terminate prior to the termination or expiration of all of Customer's applicable capacity release awards pursuant to the terms and conditions thereof.

Rate: The rate for service shall be the amount reflected on the applicable capacity release award (as well as all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff).

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature:	Date:
	Name:	Title:
[CustomerName]	Signature:	Date:
	Name:	Title:

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Second Revised Sheet No. 4000** Second Revised Sheet No. 4000

Superseding: First Revised Sheet No. 4000

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Umbrella Agreement for Replacement Customer

Rate Schedule [FT/STF]

Agreement No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName], ("Replacement Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No.: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Operation of Umbrella Agreement: Certain terms and conditions of this Agreement will appear on one or more applicable capacity release awards. Replacement Customer recognizes that at any one time, Replacement Customer may have several applicable capacity release awards in effect which, together with this Agreement, will each constitute a separate transportation contract with separate terms and conditions, and which will be administered as such.

Receipt and Delivery Point(s): Primary Receipt and Primary Delivery Points and/or transportation paths shall be listed on the applicable capacity release award.

Contract Demand(s): Contract Demand(s) shall be listed on the applicable capacity release award and identified as "Awd Qty-K."

Term: This Agreement shall be effective beginning \_\_\_\_\_ and shall remain in effect until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.

Rate: The rate for service shall be the amount reflected on the applicable capacity release award (as well as all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff).

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature:	Date:
	Name:	Title:
[CustomerName]	Signature:	Date:
	Name:	Title:

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 4001 Original Sheet No. 4001

FORM OF UMBRELLA FIRM TRANSPORTATION AGREEMENT

FOR REPLACEMENT CUSTOMER

RATE SCHEDULE FT or STF7. Rates: Each

month, Replacement Customer shall pay Texas Gas for the service hereunder, an amount as indicated on the applicable Addendum hereto, which represents the rate agreed on between the Replacement Customer and the Releasing Customer in accordance with Section 16 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. The amount indicated on the applicable Addendum representing the reservation charge shall be billed as of the effective date of the applicable Addendum. In addition to the amount representing the reservation charge, Replacement Customer agrees to pay Texas Gas each month the maximum applicable commodity charge up to Replacement Customer's Firm Transportation Contract Demand, any applicable overrun commodity charges, and any applicable currently effective surcharges.8. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.9. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Replacement Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.10. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.11. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule FT or Rate Schedule STF, as either or both may change from time to time, and the applicable Addendum attached hereto, are hereby incorporated by reference.12. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Customer Texas Gas Transmission, LLC  
3800 Frederica Street

Post Office Box 20008  
Owensboro, Kentucky 42304

Attention: Attention:

Fax: Fax:

Internet Website Address: Other: Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

TEXAS GAS TRANSMISSION,

By Title

Date of Execution by Customer:

Date of

Execution by Texas Gas:

*Effective Date: 01/11/2010    Status: Pending*

*FERC Docket: RP10-233-000*

**First Revised Sheet No. 4001** First Revised Sheet No. 4001

Superseding: Sheet Nos. 4001 Through 4002

This sheet hereby cancels:

Original Sheet No. 4001

Sheet No. 4002

Sheet Nos. 4001 through 4099 are reserved for future use.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4002** Sheet No. 4002

Sheet Nos. 4002 through 4099 Are Reserved For Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4100 Original Sheet No. 4100

TRANSPORTATION AGREEMENT

FORM OF ADDENDUM TO FIRM  
RATE SCHEDULE EFT

Texas Gas Contract Number \_\_\_\_\_ THIS ADDENDUM to Firm Transportation Agreement, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer," \_\_\_\_\_ WITNESSETH: WHEREAS, Customer and Texas Gas are parties to that certain Firm Transportation Agreement (Texas Gas Contract No. \_\_\_\_\_) dated \_\_\_\_\_ pursuant to which Customer is receiving firm transportation service from Texas Gas under Rate Schedule \_\_\_\_\_ (such agreement referred to hereinafter as the "Firm Transportation Agreement"); and WHEREAS, Customer desires to enhance service under the Firm Transportation Agreement pursuant to Rate Schedule EFT and Texas Gas desires to provide such enhanced service; NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Enhanced Service: Notwithstanding the provisions of Section 11 of Rate Schedule \_\_\_\_\_, except during such times for which Texas Gas has given notice to Customer that EFT service is unavailable, Customer may receive delivery in any hour of up to one-sixteenth of Customer's Transportation Contract Demand under the Firm Transportation Agreement at Customer's Primary Delivery Point thereunder. Except as modified herein, Section 11 of Rate Schedule \_\_\_\_\_ shall continue to apply.

2. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, and in addition to any rates charged for service under Rate Schedule \_\_\_\_\_, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule EFT for service under this Agreement based on Customer's Transportation Contract Demand under the Firm Transportation Agreement to which this Addendum is added and made a part thereof. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

3. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

4. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule EFT, as may change from time to time, are hereby incorporated by reference.

5. Miscellaneous: Except as modified herein, the Firm Transportation Agreement is and shall remain unchanged hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized. \_\_\_\_\_ TEXAS GAS TRANSMISSION, LLC By \_\_\_\_\_ Title \_\_\_\_\_

Title \_\_\_\_\_ Date of Execution by Customer: \_\_\_\_\_ Date of Execution by Texas Gas: \_\_\_\_\_



Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**First Revised Sheet No. 4100** First Revised Sheet No. 4100

Superseding: Original Sheet No. 4100

[The following may be inserted in the header of each page of this Addendum, as well as any information related to the identification of the Addendum necessary for administrative purposes:

Rate Schedule EFT

Addendum to [FT/STF] Agreement No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Addendum for administrative purposes.]

This Addendum is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [Customer Name] ("Customer") and addends [FT/STF] Contract No. \_\_\_\_\_ ("Base Contract"). [If this Addendum supersedes a previous addendum, the following may be inserted here: This Addendum supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_.]

Services under this Addendum are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Addendum conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Delivery Point(s): Customer may utilize Primary Delivery Points as provided for in Customer's Base Contract.

Contract Demand(s): The Contract Demand(s) for this Addendum shall be as provided for in Customer's Base Contract.

Term: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect until the Base Contract terminates.

Rate: In addition to any rates charged for service under Customer's Base Contract, the rate for EFT Service shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature:	Date:
	Name:	Title:
[CustomerName]	Signature:	Date:
	Name:	Title:

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4101** Sheet No. 4101

Sheet Nos. 4101 through 4199 Are Reserved for Future Use

*Effective Date: 12/01/2009    Status: Effective*

*FERC Docket: RP09-548-002*

**Substitute Third Revised Sheet No. 4200** Substitute Third Revised Sheet No. 4200

Superseding: Sheet Nos. 4200 Through 4504

This sheet hereby cancels the sheets listed below:

Second Revised Sheet No. 4200  
Second Revised Sheet No. 4201  
First Revised Sheet No. 4202  
Sheet No. 4203  
First Revised Sheet No. 4250  
Second Revised Sheet No. 4251  
Second Revised Sheet no. 4252  
Sheet No. 4253  
First Revised Sheet No. 4300  
Second Revised Sheet no. 4301  
First Revised Sheet No. 4302  
Sheet No. 4303  
Original Sheet No. 4350  
Second Revised Sheet No. 4351  
Second Revised Sheet No. 4352  
Sheet No. 4353  
Second Revised Sheet No. 4400  
First Revised Sheet No. 4401  
Sheet No. 4402  
Original Sheet No. 4500  
Original Sheet No. 4501  
Original Sheet No. 4502  
First Revised Sheet No. 4503  
Sheet No. 4504

Sheet Nos. 4200 through 4599 are now reserved for future use.

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Third Revised Sheet No. 4200** Third Revised Sheet No. 4200

Superseding: Sheet Nos. 4200 Through 4503

This sheet hereby cancels the sheets listed below:

Second Revised Sheet No. 4200  
First Revised Sheet No. 4201  
Original Sheet No. 4202  
Sheet No. 4203  
First Revised Sheet No. 4250  
First Revised Sheet No. 4251  
First Revised Sheet no. 4252  
Sheet No. 4253  
First Revised Sheet No. 4300  
First Revised Sheet no. 4301  
Original Sheet No. 4302  
Sheet No. 4303  
Original Sheet No. 4350  
First Revised Sheet No. 4351  
First Revised Sheet No. 4352  
Sheet No. 4353  
First Revised Sheet No. 4400  
Original Sheet No. 4401  
Sheet No. 4402  
Original Sheet No. 4500  
Original Sheet No. 4501  
Original Sheet No. 4502  
Sheet No. 4503

Sheet Nos. 4200 through 4599 are now reserved for future use.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-317-002

**Second Revised Sheet No. 4201** Second Revised Sheet No. 4201  
Superseding: First Revised Sheet No. 4201

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE NNS

[To the extent mutually agreed to, the following language set forth in 6.2 through 6.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (6.2) below, pursuant to Section 10.2 of the General Terms and Conditions of the Texas Gas Tariff.]

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

6.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6.4 Waiver of Right of First Refusal: Customer waives its Right of First Refusal to which it may be entitled pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas FERC Gas Tariff and Section 284.221(d) (2) of the Federal Energy Regulatory Commission's regulations.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNS, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Post Office Box 20008  
Owensboro, Kentucky 42304

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_  
Other: \_\_\_\_\_

Customer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-317-002

**First Revised Sheet No. 4202** First Revised Sheet No. 4202  
Superseding: Original Sheet No. 4202

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE NNS

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

\_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 4203** Sheet No. 4203

Sheet Nos. 4203 through 4249 are Reserved for Future Use

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-130-000

First Revised Sheet No. 4250 First Revised Sheet No. 4250  
Superseding: Original Sheet No. 4250

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE NNL

Texas Gas Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1 Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule NNL, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the NNL Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand		Time Periods*
*Add additional time periods and quantities as necessary.		
Winter	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Summer	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Shoulder Month (April)	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Shoulder Month (October)	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Nominated Daily Quantity		
Winter	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Summer	_____ MMBtu/D	_____ through _____
	_____ MMBtu/D	_____ through _____
Unnominated Daily Quantity		
Winter	_____ MMBtu/D	
Shoulder Month (April)	_____ MMBtu/D	
Shoulder Month (October)	_____ MMBtu/D	
Excess Unnominated Daily Quantity	_____ MMBtu/D	
Seasonal Quantity Entitlement		
Winter	_____ MMBtu	_____ through _____
	_____ MMBtu	_____ through _____
Summer	_____ MMBtu	_____ through _____
	_____ MMBtu	_____ through _____
Unnominated Seasonal Quantity	_____ MMBtu	



Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**Second Revised Sheet No. 4251** Second Revised Sheet No. 4251

Superseding: First Revised Sheet No. 4251

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE NNL  
(Continued)

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have also access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4 Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through \_\_\_\_\_.

[To the extent mutually agreed to, the following language set forth in 6.2 through 6.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (6.2) below, pursuant to Section 10.2 of the General Terms and Conditions of the Texas Gas Tariff.]

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

6.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6.4 Waiver of Right of First Refusal: Customer waives its Right of First Refusal to which it may be entitled pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas FERC Gas Tariff and Section 284.221(d) (2) of the Federal Energy Regulatory Commission's regulations.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNL for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth in Exhibit "D".

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**Second Revised Sheet No. 4252** Second Revised Sheet No. 4252

Superseding: First Revised Sheet No. 4252

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE NNL  
(Continued)

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNL, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Post Office Box 20008  
Owensboro, Kentucky 42304  
Attention: \_\_\_\_\_

Fax: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_  
Other: \_\_\_\_\_

Customer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Fax: \_\_\_\_\_  
Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

\_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 4253** Sheet No. 4253

Sheet Nos. 4253 through 4299 are reserved for future use.

Effective Date: 08/10/2009 Status: Effective  
FERC Docket: RP09-822-000

**First Rev First Rev Sheet No. 4300** First Rev First Rev Sheet No. 4300  
Superseding: First Revised Sheet No. 4300

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGT

Texas Gas Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule SGT, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the SGT Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Shoulder Month (April)	_____ MMBtu/D
Shoulder Month (October)	_____ MMBtu/D
Nominated Daily Quantity	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Unnominated Daily Quantity	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Shoulder Month (April)	_____ MMBtu/D
Shoulder Month (October)	_____ MMBtu/D
Excess Unnominated Daily Quantity	_____ MMBtu/D
Seasonal Quantity Entitlement	
Winter	_____ MMBtu
Summer	_____ MMBtu
Unnominated Seasonal Quantity	_____ MMBtu

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through \_\_\_\_\_.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**Second Revised Sheet No. 4301** Second Revised Sheet No. 4301

Superseding: First Revised Sheet No. 4301

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGT

[To the extent mutually agreed to, the following language set forth in 6.2 through 6.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (6.2) below, pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas Tariff.]

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

6.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6.4 Waiver of Right of First Refusal: Customer waives its Right of First Refusal to which it may be entitled pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas FERC Gas Tariff and Section 284.221(d) (2) of the Federal Energy Regulatory Commission's regulations.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule SGT for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule SGT, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Post Office Box 20008  
Owensboro, Kentucky 42304

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_  
Other: \_\_\_\_\_

Customer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-317-002

**First Revised Sheet No. 4302** First Revised Sheet No. 4302  
Superseding: Original Sheet No. 4302

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGT

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

\_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 4303** Sheet No. 4303

Sheet Nos. 4303 through 4349 are reserved for future use.

Effective Date: 08/10/2009 Status: Effective

FERC Docket: RP09-822-000

**First Revised Original Sheet No. 4350** First Revised Original Sheet No. 4350

Superseding: Original Sheet No. 4350

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGL

Texas Gas Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule SGL, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the SGL Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Shoulder Month (April)	_____ MMBtu/D
Shoulder Month (October)	_____ MMBtu/D
Nominated Daily Quantity	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Unnominated Daily Quantity	
Winter	_____ MMBtu/D
Summer	_____ MMBtu/D
Shoulder Month (April)	_____ MMBtu/D
Shoulder Month (October)	_____ MMBtu/D
Excess Unnominated Daily Quantity	_____ MMBtu/D
Seasonal Quantity Entitlement	
Winter	_____ MMBtu
Summer	_____ MMBtu
Unnominated Seasonal Quantity	_____ MMBtu



Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**Second Revised Sheet No. 4351** Second Revised Sheet No. 4351

Superseding: First Revised Sheet No. 4351

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGL

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through \_\_\_\_\_.

[To the extent mutually agreed to, the following language set forth in 6.2 through 6.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (6.2) below, pursuant to Section 10.2 of the General Terms and Conditions of the Texas Gas Tariff.]

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

6.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6.4 Waiver of Right of First Refusal: Customer waives its Right of First Refusal to which it may be entitled pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas FERC Gas Tariff and Section 284.221(d) (2) of the Federal Energy Regulatory Commission's regulations.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule SGL for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth in Exhibit "D".

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule SGL, as either or both may change from time to time, are incorporated by reference.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**Second Revised Sheet No. 4352** Second Revised Sheet No. 4352

Superseding: First Revised Sheet No. 4352

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SGL

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first written above.

\_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution by Customer: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 01/01/2009    Status: Effective*

*FERC Docket: RP09-128-000*

**Sheet No. 4353** Sheet No. 4353

Superseding: Sheet Nos. 4353 Through 4354

Sheet Nos. 4353 through 4399 are reserved for future use.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-003*

**Sheet No. 4354** Sheet No. 4354

Sheet Nos. 4354 through 4399 are reserved for future use.

Effective Date: 08/01/2009 Status: Effective  
FERC Docket: RP09-317-002

**Second Revised Sheet No. 4400** Second Revised Sheet No. 4400  
Superseding: First Revised Sheet No. 4400

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SNS  
Texas Gas Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule SNS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the SNS Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

	Time Period(s)
Daily Contract Demand(s)	_____ MMBtu/D
Nominated Daily Quantity(ies)	_____ MMBtu/D
Unnominated Daily Quantity(ies)	_____ MMBtu/D
Maximum Unnominated Quantity(ies)	_____ MMBtu
Summer Quantity Entitlement(s)	_____ MMBtu

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through \_\_\_\_\_.

[To the extent mutually agreed to, the following language set forth in 6.2 through 6.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (6.2) below, pursuant to Section 10.2 of the General Terms and Conditions of the Texas Gas Tariff.]

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

6.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6.4 Waiver of Right of First Refusal: Customer waives its Right of First Refusal to which it may be entitled pursuant to Section 10.4 of the General Terms and Conditions of the Texas Gas FERC Gas Tariff and Section 284.221(d) (2) of the Federal Energy Regulatory Commission's regulations.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

First Revised Sheet No. 4401 First Revised Sheet No. 4401

Superseding: Original Sheet No. 4401

FORM OF FIRM TRANSPORTATION AGREEMENT  
RATE SCHEDULE SNS

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule SNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule SNS, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas  
  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Post Office Box 20008  
Owensboro, Kentucky 42304  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Fax: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_  
Other: \_\_\_\_\_

Customer  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Fax: \_\_\_\_\_  
Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC  
  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4402** Sheet No. 4402

Sheet Nos. 4402 through 4499 Are Reserved for Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4500 Original Sheet No. 4500  
TO

EXHIBIT "A"  
FIRM TRANSPORTATION  
TEXAS GAS

AGREEMENT  
TRANSMISSION, LLC

BETWEEN  
AND

CONTRACT

NUMBER \_\_\_\_\_ EXHIBIT "A" EFFECTIVE DATE \_\_\_\_\_  
PRIMARY POINT(S) OF RECEIPT CONTRACT DEMAND \_\_\_\_\_ MMBtu/D [time period,  
where applicable] Location or Location or Lateral  
Segment Zone Meter No.\* Meter Name Daily Firm Capacity\* Available DRN numbers  
are posted on Texas Gas' Internet Website.



Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4501 Original Sheet No. 4501

AGREEMENT TO BETWEEN AND EXHIBIT "B"  
TRANSMISSION, LLC FIRM TRANSPORTATION  
TEXAS GAS

CONTRACT  
NUMBER EXHIBIT "B" EFFECTIVE DATE  
PRIMARY POINT(S) OF DELIVERY ZONE  
CONTRACT QUANTITY(IES)/LOCATION(S)

Location or Location or  
MDP\*\* Meter No.\* Meter Name Facilities

(psig)\* Available DRN numbers are posted on Texas Gas' Internet Website.\*\*Minimum Delivery Pressure Note:  
See Facilities Reference report on Texas Gas' Internet Website for explanation of facilities.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 4502 Original Sheet No. 4502  
TO

AGREEMENT  
TRANSMISSION, LLC

BETWEEN

AND

EXHIBIT "C"  
FIRM TRANSPORTATION  
TEXAS GAS

CONTRACT NUMBER

EXHIBIT "C" EFFECTIVE DATE  
SUPPLY LATERAL CAPACITY

FIRM CONTRACT PATH:  
Capacity RightsSupply Lateral

MMBtu/D

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-317-002

**First Revised Sheet No. 4503** First Revised Sheet No. 4503

Superseding: Sheet No. 4503

EXHIBIT "D"

TO

\_\_\_\_\_ FIRM TRANSPORTATION AGREEMENT

BETWEEN

TEXAS GAS TRANSMISSION, LLC

AND

\_\_\_\_\_  
CONTRACT NUMBER \_\_\_\_\_

EXHIBIT "D" EFFECTIVE DATE \_\_\_\_\_

TERMS AND CONDITIONS OF CONTRIBUTION IN AID OF CONSTRUCTION

*Effective Date: 08/01/2009    Status: Effective*  
*FERC Docket: RP09-317-002*

**Sheet No. 4504** Sheet No. 4504

Sheet Nos. 4504 through 4599 Are Reserved for Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4600 Original Sheet No. 4600

FORM OF INTERRUPTIBLE

TRANSPORTATION AGREEMENT

RATE SCHEDULE IT

Texas Gas Contract Number \_\_\_\_\_ THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH: WHEREAS, NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule IT, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt hereunder, gas for transportation and Texas Gas agrees on an interruptible basis to receive, transport, and redeliver at the Point(s) of Delivery hereunder, equivalent quantities of gas to Customer or for the account of Customer.

2. Quantities: Customer's Transportation Contract Demand shall be \_\_\_\_\_ MMBtu/day.

3. Points of Receipt: Customer shall have access to the appropriate Master Receipt Points for Zone(s) \_\_\_\_\_ as posted on Texas Gas' Internet Website, and in accordance with Section 6.1 of the General Terms and Conditions.

4. Points of Delivery: Customer shall have access to the appropriate Master Delivery Points for Zone(s) \_\_\_\_\_ as posted on Texas Gas' Internet Website, and in accordance with Section 6.1 of the General Terms and Conditions.

5. Term: This Agreement shall become effective on the date hereof and shall remain in effect for a primary term extending through the end of the month in which this Agreement is dated, and month-to-month thereafter, unless terminated by either party upon at least thirty (30) days' written notice to the other.

6. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule IT for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

7. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

8. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

9. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule IT, as either or both may change from time to time, are incorporated by reference.

11. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**First Revised Sheet No. 4600** First Revised Sheet No. 4600

Superseding: Original Sheet No. 4600

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule IT

Agreement No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No.: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Point(s): Customer may utilize receipt and delivery points located in Service Zone(s) \_\_\_\_\_.

Contract Demand(s): [Insert Contract Demand(s), as permitted by Rate Schedule IT. In lieu of inserting here, Contract Demand information may be inserted on an exhibit.]

Term: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date] and shall remain in effect for a term of five years or until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement by giving the other party at least \_\_\_\_\_ advance written notice.]

Rate: The rate for service shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature:	Date:
	Name:	Title:
[CustomerName]	Signature:	Date:
	Name:	Title:

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4601 Original Sheet No. 4601

FORM OF INTERRUPTIBLE

TRANSPORTATION AGREEMENT

RATE SCHEDULE IT in writing and shall be

given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas

Customer Texas Gas Transmission, LLC

3800 Frederica Street

Post Office Box 20008

Owensboro, Kentucky 42304

Attention:

Attention:

Fax:

Fax:

Internet Website Address:

Other:

Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

TEXAS GAS TRANSMISSION, LLC By

Title

Title

Date of Execution by Customer:

Date of

Execution by Texas Gas:

*Effective Date: 01/11/2010    Status: Pending*

*FERC Docket: RP10-233-000*

**First Revised Sheet No. 4601** First Revised Sheet No. 4601

Superseding: Sheet Nos. 4601 Through 4602

This sheet hereby cancels:

Original Sheet No. 4601

Sheet No. 4602

Sheet Nos. 4601 through 4699 are reserved for future use.



*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4602** Sheet No. 4602

Sheet Nos. 4602 through 4699 Are Reserved for Future Use

Effective Date: 12/01/2009 Status: Effective  
FERC Docket: RP09-548-001

**Substitute First Revised Sheet No. 4700** Substitute First Revised Sheet No. 4700  
Superseding: Original Sheet No. 4700

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [ISS/ ISS-M/ FSS/ FSS-M]

Agreement/Contract No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.] This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Injection and Withdrawal Point(s): Injection and Withdrawal information shall be posted on Texas Gas' internet website.

Contract Demand(s): [Insert Contract Demand(s) (including Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, and Maximum Seasonal Quantity as permitted by Sections 7 and/or 8 of the applicable Rate Schedule). In lieu of inserting here, Contract Demand information may be inserted on an exhibit.]

Term: [For ISS, the following language will be inserted: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect for a term of five years or until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.]

[For ISS-M, FSS and FSS-M, the following language will be inserted: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].]

[For FSS and FSS-M, to the extent a Contractual Right of First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by Section 10 of the General Terms and Conditions of the Tariff: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.]

[For ISS, ISS-M, FSS, and FSS-M, to the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least advance written notice prior to the expiration of such primary or rollover term.]

[For FSS, a continuous unilateral rollover term, exercisable only by Customer, may be elected by Customer in place of a bilateral evergreen provision. To the extent such continuous unilateral rollover term is elected, the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.]

Rate: [For ISS and FSS, the following language will be inserted: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.]

**Effective Date: 12/01/2009    Status: Suspended**

**FERC Docket: RP09-548-000**

**First Revised Sheet No. 4700** First Revised Sheet No. 4700

Superseding: Original Sheet No. 4700

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [ISS/ ISS-M/ FSS/ FSS-M]

Agreement/Contract No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.] This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Injection and Withdrawal Point(s): Injection and Withdrawal information shall be posted on Texas Gas' internet website.

Contract Demand(s): [Insert Contract Demand(s) (including but not limited to Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, and Maximum Seasonal Quantity. In lieu of inserting here, Contract Demand information may be inserted on an exhibit.)]

Term: [For ISS, the following language will be inserted: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect for a term of five years or until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.]

[For ISS-M, FSS and FSS-M, the following language will be inserted: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].]

[For FSS and FSS-M, to the extent a Contractual Right of First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by the Tariff: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.]

[For ISS, ISS-M, FSS, and FSS-M, to the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least advance written notice prior to the expiration of such primary or rollover term.]

[For FSS, a continuous unilateral rollover term, exercisable only by Customer, may be elected by Customer in place of a bilateral evergreen provision. To the extent such continuous unilateral rollover term is elected, the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.]

Rate: [For ISS and FSS, the following language will be inserted: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.]

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP09-548-001

**Substitute First Revised Sheet No. 4701** Substitute First Revised Sheet No. 4701

Superseding: Original Sheet No. 4701

[For ISS-M and FSS-M, the agreed-to market-based rate will be inserted.]

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CustomerName]

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 12/01/2009    Status: Suspended  
FERC Docket: RP09-548-000

**First Revised Sheet No. 4701** First Revised Sheet No. 4701  
Superseding: Original Sheet No. 4701

[For ISS-M and FSS-M, the agreed-to market-based rate will be inserted.]

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC

[CustomerName]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Date \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_  
Title: \_\_\_\_\_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4702** Sheet No. 4702

Sheet Nos. 4702 through 4799 Are Reserved for Future Use

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**First Revised Sheet No. 4702** First Revised Sheet No. 4702

Superseding: Sheet Nos. 4702 Through 4802

This sheet hereby cancels the sheets listed below:

Sheet No. 4702  
Original Sheet No. 4800  
Original Sheet No. 4801  
Sheet No. 4802

Sheet Nos. 4702 through 4899 are now reserved for future use.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4800 Original Sheet No. 4800

FORM OF INTERRUPTIBLE STORAGE

SERVICE AGREEMENT

RATE SCHEDULE ISS

Contract Number \_\_\_\_\_ THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH: WHEREAS, NOW THEREFORE, Texas Gas and Customer agree as follows: 1. Service: Subject to the provisions of this Agreement and of Texas Gas' Rate Schedule ISS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Injection gas for storage and to receive or cause to be received at the Point(s) of Withdrawal gas from storage, and Texas Gas agrees to receive gas at the Point(s) of Injection, to inject gas into storage for Customer's account, to store gas, to withdraw gas from storage (or cause gas to be injected into storage for Customer's account, stored, and withdrawn from storage) and to deliver to Customer at the Point(s) of Withdrawal gas withdrawn from storage. 2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Maximum Daily Injection Quantity \_\_\_\_\_ MMBtu/D  
Maximum Daily Withdrawal Quantity \_\_\_\_\_ MMBtu/D  
Maximum Seasonal Quantity \_\_\_\_\_ MMBtu/3. Point of Injection: Customer shall have access to the appropriate Point(s) of Injection as posted on Texas Gas' Internet Website. 4. Point of Withdrawal: Customer shall have access to the appropriate Point(s) of Withdrawal as posted on Texas Gas' Internet Website. 5.1 Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 6 becoming effective on that date) and extending for a period through \_\_\_\_\_. 5.2 [IF APPLICABLE] Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless terminated by either party upon at least thirty (30) days' written notice to the other. 6. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule ISS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing. 7. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the interruptible storage service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. 8. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part. 9. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.



Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 4801 Original Sheet No. 4801

SERVICE AGREEMENT

FORM OF INTERRUPTIBLE STORAGE

RATE SCHEDULE ISS10. Incorporation by

Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule ISS, as may change from time to time, are hereby incorporated by reference.11. Notices:

Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Customer Texas Gas Transmission, LLC

Texas Gas

Frederica Street

Post Office Box 20008

3800

Owensboro, Kentucky 42304

Attention:

Attention:

Fax:

Fax:

Internet Website Address:

Other:

Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

TEXAS GAS TRANSMISSION, LLC By

Title

Title

Date of Execution by Customer:

Date of

Execution by Texas Gas: \_

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4802** Sheet No. 4802

Sheet Nos. 4802 through 4899 Are Reserved for Future Use

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-128-000

First Revised Sheet No. 4900 First Revised Sheet No. 4900

Superseding: Original Sheet No. 4900

FORM OF TRANSPORTATION AGREEMENT  
RATE SCHEDULE TAPS

Contract Number \_\_\_\_\_  
Zone \_\_\_\_ (Firm OR Interruptible)

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to Texas Gas' Rate Schedule TAPS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Pooling Point(s) of Receipt hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Pooling Point of Delivery hereunder, equivalent quantities of gas to Customer or for the account of Customer, in accordance with Section 2 of Texas Gas' TAPS Rate Schedule.
2. Quantities: Customer's Transportation Contract Demand shall be \_\_\_\_\_ MMBtu/D.
3. Points of Receipt: Customer shall have access to the appropriate Pooling Receipt Points for Zone \_\_\_\_ as posted on Texas Gas' Internet Website, and in accordance with Sections 6.5 and 7.2 of the General Terms and Conditions.
4. Point of Delivery: Customer shall have access to the appropriate Pooling Point of Delivery for Zone \_\_\_\_ as posted on Texas Gas' Internet Website, and in accordance with Sections 6.5 and 7.2 of the General Terms and Conditions.
5. Term: This Agreement shall become effective \_\_\_\_\_ and shall remain in effect for a primary term extending through the end of the month in which this Agreement is dated, and month-to-month thereafter, unless terminated by either party upon thirty (30) days' written notice to the other.
6. Rates: Texas Gas shall not charge Customer a transportation rate for service under this TAPS Agreement.
7. Fuel, Use and Unaccounted for Retention: Texas Gas shall not retain any fuel on service provided under this TAPS Agreement.
8. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
9. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
10. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule TAPS, as either or both may change from time to time, are incorporated by reference.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Second Revised Sheet No. 4900** Second Revised Sheet No. 4900

Superseding: First Revised Sheet No. 4900

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule TAPS

Agreement No.: \_\_\_\_\_

Service Zone \_\_\_\_\_, [firm or interruptible]

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No.: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Point(s): Customer may utilize receipt and delivery points as provided for in Section 6.5 of the General Terms and Conditions of the Tariff.

Contract Demand(s): [Insert Contract Demand(s), as permitted by Section 6.5 of the General Terms and Conditions of the Tariff and Rate Schedule TAPS. In lieu of inserting here, Contract Demand information may be inserted on an exhibit.]

Term: This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date] and shall remain in effect for a term of five years or until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement by giving the other party at least \_\_\_\_\_ advance written notice.]

Rate: Texas Gas shall not charge Customer any rate(s) for service under this Rate Schedule.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 4901 Original Sheet No. 4901

FORM OF TRANSPORTATION

AGREEMENT

RATE SCHEDULE TAPS11.

Notices: Except as may be

otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Gas Transmission, LLC

Texas Gas

Customer

Texas

3800 Frederica Street

Post Office Box 20008

Owensboro, Kentucky 42304

Attention:

Attention:

Fax:

Fax:

Internet Website Address:

Other:

Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

TEXAS GAS TRANSMISSION, LLC By

By

Title

Title

Date of Execution by Customer:

Date of

Execution by Texas Gas:

*Effective Date: 01/11/2010    Status: Pending*

*FERC Docket: RP10-233-000*

**First Revised Sheet No. 4901** First Revised Sheet No. 4901

Superseding: Sheet Nos. 4901 Through 4902

This sheet hereby cancels:

Original Sheet No. 4901

Sheet No. 4902

Sheet Nos. 4901 through 4999 are reserved for future use.

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 4902** Sheet No. 4902

Sheet Nos. 4902 through 4999 Are Reserved for Future Use

Effective Date: 12/01/2009 Status: Effective  
FERC Docket: RP09-548-001

**Substitute First Revised Sheet No. 5000** Substitute First Revised Sheet No. 5000  
Superseding: Original Sheet No. 5000

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule PAL  
Contract No.: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Deal Type: [Park or Loan]

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_ and \_\_\_\_, dated \_\_\_\_ (Contract/Agreement No: \_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Point(s): Point information shall be listed on Exhibit A.

Term: This Agreement shall be effective beginning \_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect \_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_ [insert end date of Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least \_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____



*Effective Date: 12/01/2009    Status: Effective*

*FERC Docket: RP09-548-001*

**Substitute First Revised Sheet No. 5001** Substitute First Revised Sheet No. 5001

Superseding: Original Sheet No. 5001

EXHIBIT A

[Identify Point and Rate information covered by the Agreement, which may include but need not be limited to Point Name, Point Meter Number, Total and Daily Quantity(ies), and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Point(s); and/or (ii) terms and conditions related to the Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Suspended  
FERC Docket: RP09-548-000

**First Revised Sheet No. 5000** First Revised Sheet No. 5000  
Superseding: Original Sheet No. 5000

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule PAL  
Contract No.: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Deal Type: [Park or Loan]

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_ \_ and \_\_\_\_ \_, dated \_\_\_\_ \_ (Contract/Agreement No: \_\_\_\_ \_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Point(s): Point information shall be listed on Exhibit A.

Term: This Agreement shall be effective beginning \_\_\_\_ \_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect \_\_\_\_ \_ [insert "through" or "for a primary term of"] \_\_\_\_ \_ [insert end date of Agreement or length of primary term].

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_ \_, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least \_\_\_\_ \_ advance written notice prior to the expiration of such primary or rollover term.]

Rate: The rate for service shall be specified on Exhibit A.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:  
[Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC	Signature: _____	Date _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date _____
	Name: _____	Title: _____

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**First Revised Sheet No. 5001** First Revised Sheet No. 5001  
Superseding: Original Sheet No. 5001

EXHIBIT A

[Identify Point and Rate information covered by the Agreement, which may include but need not be limited to Point Name, Point Meter Number, Total and Daily Quantity(ies), and Charges, as well as any additional terms and conditions permitted by the Tariff and related to PAL service, if any.]

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**First Revised Sheet No. 5002** First Revised Sheet No. 5002  
Superseding: Sheet Nos. 5002 Through 5103

This sheet hereby cancels the sheets listed below:

Original Sheet No. 5002  
Sheet No. 5003  
Original Sheet No. 5100  
Original Sheet No. 5101  
Original Sheet No. 5102  
Sheet No. 5103

Sheet Nos. 5002 through 5199 are now reserved for future use.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5002 Original Sheet No. 5002

ORDER TO EXHIBIT "A" - SERVICE  
UNDER RATE SCHEDULE PAL PARKING SERVICE AGREEMENT  
TEXAS GAS TRANSMISSION, LLC BETWEEN AND

NUMBER SERVICE ORDER EFFECTIVE DATE CONTRACT  
QUANTITY(IES): Maximum Daily Quantity(ies) (MMBtu/day) TERM:PARK

Maximum Total Quantity(ies) ( MMBtu) PARK QUANTITY SCHEDULE(S):PARK REMOVE

QUANTITY(IES): Maximum Daily Quantity(ies) (MMBtu/day)

Maximum Total Quantity(ies) (MMBtu) PARK REMOVE SCHEDULE(S):BASE VALUE:DAILY PARKING CHARGE  
(DAILY UNIT RATE):POINT(S) OF SERVICE:If you are in agreement, please indicate by executing  
below. TEXAS GAS TRANSMISSION, LLCBy

By  
Title Date of Execution by Customer: Date of Execution  
by Texas Gas:

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 5003** Sheet No. 5003

Sheet Nos. 5003 through 5099 Are Reserved for Future Use

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5100 Original Sheet No. 5100

FORM OF SERVICE

AGREEMENT

RATE SCHEDULE PAL

LOAN SERVICE

Contract Number \_\_\_\_\_

THIS AGREEMENT, dated

\_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH: WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows: 1. Service: Pursuant to the terms and conditions of Texas Gas' Rate Schedule PAL, this Agreement and any Service Order attached hereto as Exhibit "A", Customer agrees to receive or cause gas to be received from Texas Gas, and Texas Gas agrees to (a) loan a quantity of gas to Customer up to the Maximum Daily Quantity at the available Loan Point(s) of Service; and (b) receipt by Texas Gas of Customer's return of the loaned quantity of gas at the available Loan Point(s) of Service. 2. Loan Service Orders: For each Loan Service transaction, Customer and Texas Gas shall execute a Service Order in the form attached hereto as Exhibit "A". 3. Loan Points: Texas Gas shall provide Loan Service to Customer at the available Loan Point(s) of Service as posted on Texas Gas' Internet Website from time to time, and specified in the executed Service Order(s) attached hereto as Exhibit "A". 4. Term: This Agreement shall become effective as of \_\_\_\_\_, and shall remain in force and effect through \_\_\_\_\_, and thereafter until terminated by Texas Gas or Customer upon at least thirty (30) days notice to the other specifying a termination date; provided, however, this Agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Texas Gas may discontinue service hereunder if (a) Customer, in Texas Gas' sole judgment, fails to demonstrate creditworthiness, and (b) Customer fails to provide adequate security in accordance with Section 5.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff. 5. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule PAL for service under this Agreement. The applicable Daily Loan Charge shall be specified in the executed Service Order(s) attached hereto as Exhibit "A". 6. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part. 7. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule PAL, as either or both may change from time to time, are incorporated by reference.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 5101 Original Sheet No. 5101

FORM OF SERVICE

AGREEMENT

RATE SCHEDULE PAL

LOAN SERVICE8. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below: Texas Gas

Customer Texas Gas Transmission, LLC  
3800 Frederica Street

Post Office Box 20008  
42304

Owensboro, Kentucky

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written. \_\_\_\_\_ TEXAS GAS TRANSMISSION, LLC By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution by Customer: \_\_\_\_\_

Date of \_\_\_\_\_

Execution by Texas Gas: \_\_\_\_\_



Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5102 Original Sheet No. 5102

ORDER

TO

EXHIBIT "A" - SERVICE  
LOAN SERVICE AGREEMENT

UNDER RATE SCHEDULE PAL

BETWEEN

TEXAS GAS TRANSMISSION, LLC

AND

CONTRACT

NUMBER

SERVICE ORDER EFFECTIVE DATE

TERM:LOAN

QUANTITY(IES):

Maximum Daily Quantity(ies) (MMBtu/day)

Maximum Total Quantity(ies) (MMBtu)

LOAN QUANTITY SCHEDULE(S):LOAN PAYBACK

QUANTITY(IES):

Maximum Daily Quantity(ies) (MMBtu/day)

Maximum Total Quantity(ies) (MMBtu)

LOAN PAYBACK SCHEDULE(S):BASE VALUE:DAILY LOAN CHARGE (DAILY

UNIT RATE):POINT(S) OF SERVICE:If you are in agreement, please indicate by executing  
below.

TEXAS GAS TRANSMISSION, LLCBy

By

Title

Title

Date of Execution by Customer:

Date of Execution

by Texas Gas:

*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 5103** Sheet No. 5103

Sheet Nos. 5103 through 5199 Are Reserved for Future Use

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Second Revised Sheet No. 5203** Second Revised Sheet No. 5203

Superseding: Sheet No. 5203

Sheet Nos. 5203 through 5224 Are Reserved for Future Use

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**First Revised Sheet No. 5200** First Revised Sheet No. 5200

Superseding: Original Sheet No. 5200

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule HOT

Agreement No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Texas Gas Transmission, LLC ("Texas Gas") and \_\_\_\_\_ [CustomerName], ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ (insert type of agreement) by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Delivery Point: [Insert Delivery Point.]

Term: This Agreement shall be effective beginning \_\_\_\_\_ and shall remain in effect for a term of five years or until terminated by Texas Gas or Customer upon at least thirty (30) days prior written notice.

[To the extent a bilateral evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of \_\_\_\_\_, unless either party terminates this Agreement by giving the other party at least \_\_\_\_\_ advance written notice.]

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only (i) administrative information, and/or (ii) terms and conditions specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature:

Name:

Date:

Title:

[CustomerName]

Signature:

Name:

Date:

Title:

*Effective Date: 01/11/2010    Status: Pending*

*FERC Docket: RP10-233-000*

**First Revised Sheet No. 5201** First Revised Sheet No. 5201

Superseding: Sheet Nos. 5201 Through 5203

This sheet hereby cancels:

Original Sheet No. 5201

Original Sheet No. 5202

Sheet No. 5203

Sheet Nos. 5201 through 5225 are reserved for future use.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5200 Original Sheet No. 5200

FORM OF SERVICE

AGREEMENT

RATE SCHEDULE HOT

Contract Number \_\_\_\_\_ THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Operator,"

WITNESSETH: WHEREAS, NOW THEREFORE, Texas Gas and Customer agree as follows: 1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule HOT, Operator may request Texas Gas to allow hourly overruns in excess of the sum of the hourly flow rights under all transportation service agreement(s) delivering gas to the Delivery Point described in Exhibit "A" hereunder. The hourly flow rights under those various agreements shall be as defined by Texas Gas' FERC Gas Tariff. When Operator desires to receive hourly overruns, Operator shall provide adequate operational notice (generally one to four hours) to Texas Gas of the hourly flows desired, which hourly flows must be confirmed by Texas Gas. 2. Point of Delivery: Operator's Point of Delivery shall be as set forth in Exhibit "A" attached hereto. 3. Term: This Agreement shall become effective on \_\_\_\_\_, and shall remain in effect for a primary term extending through the end of the month in which this Agreement is dated, and month-to-month thereafter, unless terminated by either party upon at least ten (10) days' written notice to the other. 4. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule HOT for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing. 5. Fuel, Use and Unaccounted for Retention: Texas Gas shall not retain any fuel on service provided under this HOT Agreement. 6. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Operator any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part. 7. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule HOT, as may change from time to time, are hereby incorporated by reference.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 5201 Original Sheet No. 5201

FORM OF SERVICE

AGREEMENT RATE SCHEDULE HOT8. Notices: Except as may be  
otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice  
which either party may desire to give the other shall be in writing and shall be given in accordance with  
Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses  
set forth below: Texas Gas Customer Texas  
Gas Transmission, LLC 3800 Frederica Street  
Post Office Box 20008

Owensboro, Kentucky 42304

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_  
The address of either party may, from time to time, be changed by a party mailing  
appropriate notice thereof to the other party or by posting such address change to Texas Gas'

Internet Website. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by  
their respective representatives thereunto duly authorized, on the day and year first above  
written. \_\_\_\_\_ TEXAS GAS TRANSMISSION, LLC By

Title

Title \_\_\_\_\_ Date of Execution by Customer: \_\_\_\_\_ Date of  
Execution by Texas Gas: \_\_\_\_\_

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5202

EXHIBIT "A"  
HOT SERVICE AGREEMENT  
TEXAS GAS

TO  
BETWEEN

TRANSMISSION, LLC

AND

CONTRACT

NUMBER \_\_\_\_\_ EXHIBIT "A" EFFECTIVE DATE \_\_\_\_\_  
POINT(S) OF DELIVERY \_\_\_\_\_ ZONE \_\_\_\_\_ Location or  
Location or \_\_\_\_\_ MDP\*\* Meter No.\* \_\_\_\_\_ Meter  
Name \_\_\_\_\_ Facilities (psig)\* Available DRN numbers are posted on Texas  
Gas' Internet Website.\*\*Minimum Delivery Pressure Note: See Facilities Reference report on Texas Gas'  
Internet Website for explanation of facilities.



*Effective Date: 09/15/2008    Status: Effective*  
*FERC Docket: RP08-392-000*

**Sheet No. 5203** Sheet No. 5203

Sheet Nos. 5203 through 5299 Are Reserved for Future Use

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-231-000

Original Sheet No. 5228 Original Sheet No. 5228

Form Of Firm Storage Service with Market Based Rates Agreement  
Rate Schedule FSS-M  
(Continued)

8.7 Neither party hereto shall assign this Agreement or any of its rights or obligations hereunder without the consent in writing of the other party and subject to the requirements of Section 16.7 of the General Terms and Conditions of Texas Gas's tariff. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of this Agreement including any and all extensions, renewals, amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any such trustee be a corporation, without its being required by the parties hereto to qualify to do business in the state in which the performance of this Agreement may occur, nothing contained herein shall require consent to transfer this Agreement by virtue of merger or consolidation of a party hereto or a sale of all or substantially all of the assets of a party hereto, or any other corporate reorganization of a party hereto.

8.8 This Agreement insofar as it is affected thereby, is subject to all valid rules, regulations, and orders of all governmental authorities having jurisdiction.

8.9 No waiver by either party of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults whether of a like or different character.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

ATTEST:

TEXAS GAS TRANSMISSION, LLC

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice President

Witnesses:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date of Execution by Customer:

\_\_\_\_\_

*Effective Date: 03/01/2009    Status: Effective*  
*FERC Docket: RP09-231-000*

**Sheet No. 5229** Sheet No. 5229

Sheet Nos. 5229 through 5249 are Reserved for Future Use

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-319-000

First Revised Sheet No. 5226 First Revised Sheet No. 5226

Superseding: Original Sheet No. 5226

FORM OF FIRM STORAGE SERVICE WITH MARKET BASED RATES AGREEMENT  
RATE SCHEDULE FSS-M

8. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

9. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule FSS-M, as may change from time to time, are hereby incorporated by reference.

10. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas	Customer
Texas Gas Transmission, LLC	_____
3800 Frederica Street	_____
Post Office Box 20008	_____
Owensboro, Kentucky 42304	_____
Attention: _____	Attention: _____
_____	_____
_____	_____
Fax: _____	Fax: _____
Internet Website Address: _____	Other: _____
Other: _____	

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

\_\_\_\_\_

TEXAS GAS TRANSMISSION, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Customer: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date of Execution by Texas Gas: \_\_\_\_\_

*Effective Date: 03/01/2009    Status: Effective*

*FERC Docket: RP09-319-000*

**Sheet No. 5227** Sheet No. 5227

Superseding: Sheet Nos. 5227 Through 5229

Sheet Nos. 5227 through 5249 are Reserved For Future Use

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-405-000

**Second Revised Sheet No. 5225** Second Revised Sheet No. 5225

Superseding: First Revised Sheet No. 5225

FORM OF FIRM STORAGE SERVICE WITH MARKET BASED RATES AGREEMENT  
RATE SCHEDULE FSS-M

Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Subject to the provisions of this Agreement and of Texas Gas' Rate Schedule FSS-M, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Injection gas for storage and to receive or cause to be received at the Point(s) of Withdrawal gas from storage, and Texas Gas agrees to receive gas at the Point(s) of Injection, to inject gas into storage for Customer's account, to store gas, to withdraw gas from storage (or cause gas to be injected into storage for Customer's account, stored, and withdrawn from storage) and to deliver to Customer at the Point(s) of Withdrawal gas withdrawn from storage.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Maximum Daily Injection Quantity	_____	MMBtu/D
Maximum Daily Withdrawal Quantity	_____	MMBtu/D
Maximum Seasonal Quantity	_____	MMBtu

3. Point of Injection: Customer shall have access to the appropriate Point(s) of Injection as posted on Texas Gas' Internet Website.

4. Point of Withdrawal: Customer shall have access to the appropriate Points(s) of Withdrawal as posted on Texas Gas' Internet Website.

5.1 Primary Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 6 becoming effective on that date) and extending for a period through March 31, \_\_\_\_.

[To the extent mutually agreed to, the following language set forth in 5.2 through 5.4 may apply. It is recognized that a Customer, at its option, has the right to include in the agreement an evergreen or rollover provision, (5.2) below, pursuant to Section 10.2 of the General Terms and Conditions of the Texas Gas Tariff.]

5.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless \_\_\_\_\_ terminates this agreement at the end of such primary or rollover term by giving \_\_\_\_\_ at least \_\_\_\_\_ advance written notice prior to the expiration of such primary or rollover term.

5.3 Contractual Right of First Refusal: At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Section 10.4 of the Texas Gas Tariff.

6. Rates: Each month, Customer shall pay \_\_\_\_\_.

7. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the firm storage service hereunder in accordance with Section 9.2 of the General Terms and Conditions and Section 3.2 of Rate Schedule FSS-M of Texas Gas' FERC Gas Tariff.

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**Third Revised Sheet No. 5225** Third Revised Sheet No. 5225  
Superseding: Sheet Nos. 5225 Through 5252

This sheet hereby cancels the sheets listed below:

Second Revised Sheet No. 5225  
First Revised Sheet No. 5226  
Sheet No. 5227  
Second Revised Sheet No. 5250  
First Revised Sheet No. 5251  
Sheet No. 5252

Sheet Nos. 5225 through 5299 are now reserved for future use.

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-231-000

Original Sheet No. 5253 Original Sheet No. 5253

Form Of Interruptible Storage Service with Market Based Rates Agreement  
Rate Schedule ISS-M  
(Continued)

8.8 Neither party hereto shall assign this Agreement or any of its rights or obligations hereunder without the consent in writing of the other party. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of this Agreement including any and all extensions, renewals, amendments, and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any such trustee be a corporation, without its being required by the parties hereto to qualify to do business in the state in which the performance of this Agreement may occur, nothing contained herein shall require consent to transfer this Agreement by virtue of merger or consolidation of a party hereto or a sale of all or substantially all of the assets of a party hereto, or any other corporate reorganization of a party hereto.

8.9 This Agreement insofar as it is affected thereby, is subject to all valid rules, regulations, and orders of all governmental authorities having jurisdiction.

8.10 No waiver by either party of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults whether of a like or different character.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

ATTEST:

TEXAS GAS TRANSMISSION, LLC

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice President

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date of Execution by Customer:

\_\_\_\_\_



*Effective Date: 03/01/2009    Status: Effective*  
*FERC Docket: RP09-231-000*

**Sheet No. 5254** Sheet No. 5254

Sheet Nos. 5254 through 5299 are Reserved for Future Use

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-319-000

**First Revised Sheet No. 5251** First Revised Sheet No. 5251

Superseding: Original Sheet No. 5251

FORM OF INTERRUPTIBLE STORAGE SERVICE WITH MARKET BASED RATES AGREEMENT  
RATE SCHEDULE ISS-M

9. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule ISS-M, as may change from time to time, are hereby incorporated by reference.

10. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas	Customer
Texas Gas Transmission, LLC	_____
3800 Frederica Street	_____
Post Office Box 20008	_____
Owensboro, Kentucky 42304	_____
Attention: _____	Attention: _____
_____	_____
Fax: _____	Fax: _____
Internet Website Address: _____	Other: _____
Other: _____	

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, on the day and year first above written.

_____	TEXAS GAS TRANSMISSION, LLC
By _____	By _____
Title _____	Title _____
Date of Execution by Customer: _____	Date of Execution by Texas Gas: _____

*Effective Date: 03/01/2009    Status: Effective*

*FERC Docket: RP09-319-000*

**Sheet No. 5252** Sheet No. 5252

Superseding: Sheet Nos. 5252 Through 5254

Sheet Nos. 5252 through 5299 are Reserved For Future Use

Effective Date: 04/01/2009 Status: Effective  
FERC Docket: RP09-405-000

**Second Revised Sheet No. 5250** Second Revised Sheet No. 5250  
Superseding: First Revised Sheet No. 5250

FORM OF INTERRUPTIBLE STORAGE SERVICE WITH MARKET BASED RATES AGREEMENT  
RATE SCHEDULE ISS-M

Contract Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_ made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS,

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Subject to the provisions of this Agreement and of Texas Gas' Rate Schedule ISS-M, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Injection gas for storage and to receive or cause to be received at the Point(s) of Withdrawal gas from storage, and Texas Gas agrees to receive gas at the Point(s) of Injection, to inject gas into storage for Customer's account, to store gas, to withdraw gas from storage (or cause gas to be injected into storage for Customer 's account, stored, and withdrawn from storage) and to deliver to Customer at the Point(s) of Withdrawal gas withdrawn from storage.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Maximum Daily Injection Quantity	_____	MMBtu/D
Maximum Daily Withdrawal Quantity	_____	MMBtu/D
Maximum Seasonal Quantity	_____	MMBtu

3. Point of Injection: Customer shall have access to the appropriate Point(s) of Injection as posted on Texas Gas' Internet Website.

4. Point of Withdrawal: Customer shall have access to the appropriate Points(s) of Withdrawal as posted on Texas Gas' Internet Website.

5.1 Term: This Agreement shall become effective \_\_\_\_\_ and remain in full force and effect for a primary term beginning \_\_\_\_\_ (with the rates and charges described in Paragraph 6 becoming effective on that date) and extending for a period through \_\_\_\_\_.

5.2 [IF APPLICABLE] Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of \_\_\_\_\_, unless terminated by either party upon at least thirty (30) days' written notice to the other.

6. Rates: Customer shall pay \_\_\_\_\_.

7. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the interruptible storage service hereunder in accordance with Section 9.2 of the General Terms and Conditions and Section 3.2 of Rate Schedule ISS-M of Texas Gas' FERC Gas Tariff.

8. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

Effective Date: 12/01/2009 Status: Effective  
FERC Docket: RP09-548-001

**Substitute Original Sheet No. 5303** Substitute Original Sheet No. 5303

EXHIBIT A

Primary Receipt Point(s)

[Identify Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Zone, Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Receipt Point(s); and/or (ii) terms and conditions related to the Primary Receipt Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Primary Delivery Point(s)

[Identify Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Zone, Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Delivery Point(s); and/or (ii) terms and conditions related to the Primary Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

**Substitute Original Sheet No. 5304** Substitute Original Sheet No. 5304

EXHIBIT B

Eligible Secondary Receipt Point(s)

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Receipt Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Receipt Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Eligible Secondary Delivery Point(s)

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP09-548-000

Original Sheet No. 5301 Original Sheet No. 5301

Superseding: Sheet No. 5301

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT, STF, NNS, NNL, SGT, SGL, SNS]

Agreement/Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Negotiated Rates Letter Agreement to  
[FT, STF, NNS, NNL, SGT, SGL, SNS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear :

This Negotiated Rate Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: [Insert Contract Demand(s) (including but not limited to daily, monthly, or seasonal Contract Demand(s)) and, as necessary, information related to capacity ramp-ups. In lieu of inserting here, Contract Demand(s) information may be inserted on an exhibit.]

(b) The negotiated rate(s) for each Primary Point is reflected on Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[The following section 5 waiver provision shall be inserted only for shippers that agree to the language as part of this Agreement: (c) In consideration of the negotiated rate described above, during the term of this Agreement, Customer will not file, initiate, or support any action filed pursuant to Section 5 of the Natural Gas Act against Texas Gas that would have the effect of reducing the specific rate(s) agreed to under this Agreement.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP09-548-000

Original Sheet No. 5302 Original Sheet No. 5302

4. The rates set forth in this Agreement shall stay in effect for the term of this Agreement without regard to any changes that may occur to Texas Gas' maximum/minimum rates, fuel charges, or surcharges other than ACA. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

TEXAS GAS TRANSMISSION, LLC

By:  
Name:  
Title:  
Date:

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]  
By:  
Name:  
Title:



*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Original Sheet No. 5303** Original Sheet No. 5303

EXHIBIT A

Primary Receipt Point(s)

[Identify Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Zone, Point Meter Number(s), Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Primary Delivery Point(s)

[Identify Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Zone, Point Meter Number(s), Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Original Sheet No. 5304** Original Sheet No. 5304

EXHIBIT B

Eligible Secondary Receipt Point(s)

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Eligible Secondary Delivery Point(s)

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery SLN, Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Effective Date: 03/04/2010 Status: Superseded  
FERC Docket: RP10-360-000

**First Revised Sheet No. 5301** First Revised Sheet No. 5301  
Superseding: Substitute Original Sheet No. 5301

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT, STF, NNS, NNL, SGT, SGL, SNS, WNS]

Agreement/Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Negotiated Rates Letter Agreement to  
[FT, STF, NNS, NNL, SGT, SGL, SNS, WNS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear :

This Negotiated Rate Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: [Insert Contract Demand(s) (including daily, monthly, or seasonal Contract Demand(s), as permitted by Section 6.2.2 of the General Terms and Conditions of the Tariff and Sections 10, 11, and/or 12 of the NNS/NNL/SGT/SGL/SNS/WNS Rate Schedule) and, as necessary, information related to capacity ramp-ups that is permitted by Section 3.3, 2.3, and 2.5 of the FT/ NNS/NNL Rate Schedules, respectively. In lieu of inserting here, Contract Demand(s) information may be inserted on an exhibit.]

(b) The negotiated rate(s) for each Primary Point is reflected on Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[The following section 5 waiver provision shall be inserted only for shippers that agree to the language as part of this Agreement: (c) In consideration of the negotiated rate described above, during the term of this Agreement, Customer will not file, initiate, or support any action filed pursuant to Section 5 of the Natural Gas Act against Texas Gas that would have the effect of reducing the specific rate(s) agreed to under this Agreement.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

Effective Date: 08/09/2010 Status: Effective  
FERC Docket: RP10-956-000

**Second Revised Sheet No. 5301** Second Revised Sheet No. 5301  
Superseding: First Revised Sheet No. 5301

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT, STF, NNS, NNL, SGT, SGL, SNS, WNS]

Agreement/Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Negotiated Rates Letter Agreement to  
[FT, STF, NNS, NNL, SGT, SGL, SNS, WNS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear :

This Negotiated Rate Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: [Insert Contract Demand(s) (including daily, monthly, or seasonal Contract Demand(s), as permitted by Section 6.2.2 of the General Terms and Conditions of the Tariff and Sections 10, 11, and/or 12 of the NNS/NNL/SGT/SGL/SNS/WNS Rate Schedule) and, as necessary, information related to capacity ramp-ups that is permitted by Section 3.3, 2.3, and 2.5 of the FT/ NNS/NNL Rate Schedules, respectively. In lieu of inserting here, Contract Demand(s) information may be inserted on an exhibit.]

(b) The negotiated rate(s) for each Primary Point is reflected on Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[The following section 5 waiver provision shall be inserted only for shippers that agree to the language as part of this Agreement: (c) In consideration of the negotiated rate described above, during the term of this Agreement, Customer will not file, initiate, or support any action filed pursuant to Section 5 of the Natural Gas Act against Texas Gas that would have the effect of reducing the specific rate(s) agreed to under this Agreement.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5300 Original Sheet No. 5300

AGREEMENT

FORM OF NEGOTIATED RATE

Re: Negotiated Rate Agreement

and \_\_\_\_\_ (\_\_\_\_) have agreed on negotiated transportation rate(s) for the time period(s) listed below. Texas Gas Transmission, LLC (Texas Gas)

Accordingly, Texas Gas and \_\_\_\_\_ agree as follows: Contract No.: Rate Schedule:

Time Period(s): Quantity(ies): Point(s): Negotiated Rate(s): Point

Qualification(s): Other [as permitted by the tariff]: Texas Gas' applicable maximum rates

and charges continue to apply except as expressly agreed herein. In the event of a conflict between this

agreement and the tariff, the tariff will control. [Administrative instructions re execution and

return of signed discount agreement] Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_

Title:

Date of Execution by Texas Gas:

\_\_\_\_\_. Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By:

\_\_\_\_\_. Name: \_\_\_\_\_ Title: \_\_\_\_\_

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**Sheet No. 5305** Sheet No. 5305

Sheet Nos. 5305 through 5399 are reserved for future use.

Effective Date: 12/01/2009 Status: Effective  
FERC Docket: RP09-548-001

**Substitute Original Sheet No. 5403** Substitute Original Sheet No. 5403

EXHIBIT A

Primary Receipt Point(s)

[Identify Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Zone, Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Receipt Point(s); and/or (ii) terms and conditions related to the Primary Receipt Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Primary Delivery Point(s)

[Identify Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Zone, Point Meter Number(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Delivery Point(s); and/or (ii) terms and conditions related to the Primary Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

EXHIBIT B

Eligible Secondary Receipt Points

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Point Meter Number, Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Receipt Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Receipt Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Eligible Secondary Delivery Point(s)

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Point Meter Number, Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]



Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP09-548-000

Original Sheet No. 5401 Original Sheet No. 5401

Superseding: Sheet No. 5401

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT, STF, NNS, NNL, SGT, SGL, SNS]

Agreement/Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Discounted Rates Letter Agreement to  
[FT, STF, NNS, NNL, SGT, SGL, SNS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be:

[Insert Contract Demand(s) (including but not limited to daily, monthly, or seasonal Contract Demand(s)) and, as necessary, information related to capacity ramp-ups. In lieu of inserting here, Contract Demand(s) information may be inserted on an exhibit.]

(b) In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[(c) If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP09-548-000

Original Sheet No. 5402 Original Sheet No. 5402

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]

By:  
Name:  
Title:

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Original Sheet No. 5403** Original Sheet No. 5403

EXHIBIT A

Primary Receipt Point(s)

[Identify Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt Zone, Point Meter Number(s), Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Primary Delivery Point(s)

[Identify Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Zone, Point Meter Number(s), Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

*Effective Date: 12/01/2009    Status: Suspended*

*FERC Docket: RP09-548-000*

**Original Sheet No. 5404** Original Sheet No. 5404

EXHIBIT B

Eligible Secondary Receipt Points

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Point Meter Number, Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Eligible Secondary Delivery Point(s)

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Point Meter Number, Volume, and Charges, as well as any additional terms and conditions permitted by the tariff and related to each Point, if any.]

Effective Date: 03/04/2010 Status: Effective  
FERC Docket: RP10-360-000

**First Revised Sheet No. 5401** First Revised Sheet No. 5401  
Superseding: Substitute Original Sheet No. 5401

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FT, STF, NNS, NNL, SGT, SGL, SNS, WNS]

Agreement/Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Discounted Rates Letter Agreement to  
[FT, STF, NNS, NNL, SGT, SGL, SNS, WNS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be:

[Insert Contract Demand(s) (including daily, monthly, or seasonal Contract Demand(s), as permitted by Section 6 of the General Terms and Conditions of the Tariff) and, as necessary, information related to capacity ramp-ups that is permitted by Section 3.3, 2.3, and 2.5 of the FT/NNS/NNL Rate Schedules, respectively. In lieu of inserting here, Contract Demand(s) information may be inserted on an exhibit.]

(b) In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[(c) If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

Effective Date: 08/09/2010 Status: Effective  
FERC Docket: RP10-956-000

**First Revised Sheet No. 5402** First Revised Sheet No. 5402  
Superseding: Original Sheet No. 5402

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Contract/Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]

By:  
Name:  
Title:

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5400 Original Sheet No. 5400

AGREEMENT

FORM OF DISCOUNTED RATE

Re: Discounted Rate Agreement

has reviewed \_\_\_\_\_'s (\_\_\_\_) request for a discounted transportation rate(s) for the time period(s) listed below. Accordingly, Texas Gas is willing to offer the following discounted rate(s): Contract No.: \_\_\_\_\_ Rate Schedule: \_\_\_\_\_ Time Period(s): \_\_\_\_\_ Quantity(ies): \_\_\_\_\_ Point(s): \_\_\_\_\_ Rate(s): \_\_\_\_\_ Point Qualification(s): \_\_\_\_\_ Other [as permitted by the tariff]: \_\_\_\_\_ Pursuant to this agreement, \_\_\_\_\_ will never pay more than the then currently effective maximum tariff rates or less than the then currently effective minimum tariff rates. Texas Gas' applicable maximum rates and charges continue to apply except as expressly agreed herein. In the event of a conflict between this agreement and the tariff, the tariff will control. [Administrative instructions re execution and return of signed discount agreement] Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution by Texas Gas: \_\_\_\_\_

\_\_\_\_\_, Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_, Name: \_\_\_\_\_ Title: \_\_\_\_\_

*Effective Date: 12/01/2009    Status: Suspended*  
*FERC Docket: RP09-548-000*

**Sheet No. 5405** Sheet No. 5405

Sheet Nos. 5405 through 5499 are reserved for future use.



Effective Date: 01/11/2010 Status: Pending  
FERC Docket: RP10-233-000

**First Revised Sheet No. 5405** First Revised Sheet No. 5405  
Superseding: Original Sheet No. 5405

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:  
Rate Schedule EFT

Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
EFT Addendum to [FT/STF] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced EFT Addendum ("Addendum") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Addendum, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Delivery Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

Original Sheet No. 5406 Original Sheet No. 5406

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.

[CUSTOMERNAME]

By:  
Name:  
Title:

*Effective Date: 01/11/2010 Status: Pending*

*FERC Docket: RP10-233-000*

**Original Sheet No. 5407** Original Sheet No. 5407

EXHIBIT A

Primary Delivery Point(s)

[Identify Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery Zone, Delivery Point Meter Number(s), Volume, and Rates. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Delivery Point(s); and/or (ii) terms and conditions related to the Primary Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

Original Sheet No. 5408 Original Sheet No. 5408

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule IT  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
IT Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement from Receipt Point(s) to the Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Point(s) specifically listed on Exhibit A. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibit A in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Original Sheet No. 5409** Original Sheet No. 5409

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]

By:  
Name:  
Title:

Effective Date: 08/09/2010 Status: Effective

FERC Docket: RP10-956-000

**Second Revised Sheet No. 5405** Second Revised Sheet No. 5405

Superseding: First Revised Sheet No. 5405

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule EFT

Agreement No. \_\_\_\_\_

Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]

[CustomerName]

[Address]

Re: Discounted Rates Letter Agreement to  
EFT Addendum to [FT/STF] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced EFT Addendum ("Addendum") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Addendum, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Delivery Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand.

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Effective Date: 08/09/2010 Status: Effective  
FERC Docket: RP10-956-000

**First Revised Sheet No. 5408** First Revised Sheet No. 5408  
Superseding: Original Sheet No. 5408

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule IT  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
IT Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement from Receipt Point(s) to the Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Point(s) specifically listed on Exhibit A. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibit A in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service.

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Original Sheet No. 5410** Original Sheet No. 5410

EXHIBIT A

Receipt Point(s)

[Identify Receipt Point(s) covered by the Agreement, which may include but not be limited to Receipt Point Name, Receipt Zone, Receipt Point Meter Number(s), Volume, and Rates. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Receipt Point(s); and/or (ii) terms and conditions related to the Receipt Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Delivery Point(s)

[Identify Delivery Point(s) covered by the Agreement, which may include but not be limited to Delivery Point Name, Delivery Zone, Delivery Point Meter Number(s), Volume, and Rates. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Delivery Point(s); and/or (ii) terms and conditions related to the Delivery Point(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]



Effective Date: 01/11/2010 Status: Pending  
FERC Docket: RP10-233-000

Original Sheet No. 5411 Original Sheet No. 5411

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule HOT  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
HOT Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement to the Delivery Point listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Delivery Point specifically listed on Exhibit A.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Original Sheet No. 5412** Original Sheet No. 5412

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]

By:  
Name:  
Title:

*Effective Date: 01/11/2010    Status: Pending*

*FERC Docket: RP10-233-000*

**Original Sheet No. 5413** Original Sheet No. 5413

EXHIBIT A

Delivery Point

[Identify Delivery Point covered by the Agreement, which may include but not be limited to Delivery Point Name, Delivery Zone, Delivery Point Meter Number, Volume, and Rates. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Delivery Point; and/or (ii) terms and conditions related to the Delivery Point that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]

Effective Date: 01/11/2010 Status: Pending  
FERC Docket: RP10-233-000

Original Sheet No. 5414 Original Sheet No. 5414

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FSS/ISS]  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
[FSS/ISS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and \_\_\_\_\_  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement at the Injection and Withdrawal Point(s) posted on Texas Gas' internet website. The rates charged for this service shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for storage service utilizing the Point(s) specifically posted on Texas Gas' internet website, up to Customer's Contract Demand.

3. This Agreement will be effective \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 08/09/2010 Status: Effective  
FERC Docket: RP10-956-000

**First Revised Sheet No. 5411** First Revised Sheet No. 5411  
Superseding: Original Sheet No. 5411

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule HOT  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
HOT Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement to the Delivery Point listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Delivery Point specifically listed on Exhibit A.

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 08/09/2010 Status: Effective  
FERC Docket: RP10-956-000

**First Revised Sheet No. 5414** First Revised Sheet No. 5414  
Superseding: Original Sheet No. 5414

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule [FSS/ISS]  
Agreement No. \_\_\_\_\_  
Dated: \_\_\_\_\_

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]  
[CustomerName]  
[Address]

Re: Discounted Rates Letter Agreement to  
[FSS/ISS] Service Agreement No. \_\_\_\_\_ between  
TEXAS GAS TRANSMISSION, LLC and  
[CUSTOMERNAME]  
dated \_\_\_\_\_

Dear \_\_\_\_\_:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement at the Injection and Withdrawal Point(s) posted on Texas Gas' internet website. The rates charged for this service shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

[If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for storage service utilizing the Point(s) specifically posted on Texas Gas' internet website, up to Customer's Contract Demand.

3. This Agreement shall be effective beginning \_\_\_\_\_ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect \_\_\_\_\_ [insert "through" or "for a primary term of"] \_\_\_\_\_ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Original Sheet No. 5415** Original Sheet No. 5415

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain \_\_\_\_\_ [insert type of agreement] by and between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ (Agreement No: \_\_\_\_\_).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,  
TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, XXXX.  
[CUSTOMERNAME]

By:  
Name:  
Title:

Effective Date: 01/11/2010 Status: Pending

FERC Docket: RP10-233-000

**Original Sheet No. 5416** Original Sheet No. 5416

EXHIBIT A

Rate(s)

[Identify rate(s) applicable to this Agreement, which may include but not be limited to Injection and/or Withdrawal Point(s), Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the rate(s); and/or (ii) terms and conditions related to the rate(s) that are specifically permitted by a provision identified in Section 25.11 of the General Terms and Conditions of the Tariff.]



*Effective Date: 01/11/2010    Status: Pending*  
*FERC Docket: RP10-233-000*

**Sheet No. 5417** Sheet No. 5417

Sheet Nos. 5417 through 5499 are reserved for future use.

Effective Date: 04/11/2009 Status: Effective

FERC Docket: RP09-448-002

**First Revised Sheet No. 5500** First Revised Sheet No. 5500

Superseding: Original Sheet No. 5500

FORM OF OPERATIONAL BALANCING AGREEMENT

WHEREAS, Texas Gas Transmission, LLC's (Texas Gas) pipeline facilities and \_\_\_\_\_'s facilities directly interconnect at the "Interconnection Point(s)" specified on Exhibit 1 attached hereto;

WHEREAS, Texas Gas has entered into one or more transportation agreements whereby Texas Gas either receives gas which its transportation customers cause to be delivered at the Interconnection Point(s), or delivers gas which its transportation customers cause to be received at the Interconnection Point(s);

WHEREAS, from time to time, gas quantities at the Interconnection Point(s) are either greater than or lesser than the confirmed quantities nominated by transportation customers and have resulted in inadvertent over- or under-deliveries relative to nominated quantities.

NOW THEREFORE, Texas Gas and \_\_\_\_\_ ("The Parties") agree that such over- or under-deliveries at each Interconnection Point be treated in the following manner:

(1) Prior to the first day of each month, the Parties shall reconcile and confirm in writing the nominations received by each transportation customer and how these gas quantities are to be allocated each day of the month among those transportation customers for whom the Parties are delivering or receiving the gas. Any changes to such confirmed nominations shall be effective only if agreed to in writing by both Parties. Such written communication shall be substantially in the form set out on the attached Exhibit 2 or in any other form mutually agreeable to the Parties. By the fifth (5) business day of the month, (Operator) shall furnish (the Other Party) with a signed summary of the agreed-upon allocations for transportation customers for the previous month. (The Other party) shall sign and return a copy of such monthly allocation summary evidencing (the Other Party's) concurrence. Such written daily and monthly communication shall be substantially in the form set out on the attached Exhibit 2.

(2) The Parties intend that the gas quantities actually delivered and received each day at the Interconnection Point(s) will equal the confirmed nominations received and agree to make all reasonable efforts on a daily basis to maintain the actual quantity flowing through the Interconnection Point(s) at a level equal to the confirmed nominations. Daily variances in actual gas flow from the nominated quantity shall not exceed five percent (5%) of the daily nominated transportation quantities with the total monthly variance from the nominated quantity not to exceed two percent (2%) of the total gas quantity nominated to flow for that month. If the imbalance under this Agreement exceeds the variances set forth in this paragraph, either party shall have the unilateral right to adjust the actual flow of gas at the Interconnection Point(s) or adjust nominations received and confirmed at this point in order to correct for any differences.

(3) Each Party will allocate gas quantities which are to be delivered and received at the Interconnection Point(s) among the Party's respective transportation customers pursuant to the confirmed nominations. Any imbalance created when the actual physical flow is different than the confirmed nominations will be the "Operational Imbalance," which will be cleared pursuant to Section 13.2 of the General Terms and Conditions in Texas Gas' FERC Gas Tariff.

*Effective Date: 08/20/2010    Status: Accepted*

*FERC Docket: RP10-989-000*

**Second Revised Sheet No. 5500** Second Revised Sheet No. 5500

Superseding: Sheet Nos. 5500 Through 5504

The following sheets are hereby cancelled:

First Revised Sheet No. 5500

Original Sheet No. 5501

Original Sheet No. 5502

Original Sheet No. 5503

Original Sheet No. 5504

Sheet Nos. 5500 through 5599 are reserved for future use.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

Original Sheet No. 5501 Original Sheet No. 5501

FORM OF OPERATIONAL BALANCING

AGREEMENT (Continued) (4) Estimated operating quantities shall be used on a daily basis, during the current month, to determine the estimated Operational Imbalance at the Interconnection Point(s), with physical flow adjustments to be made during the current month as mutually agreed to by both Parties to adequately control and minimize imbalance levels. (5) In the event that a capacity constraint occurs on either Parties' pipeline system which results in curtailment of gas quantities through an Interconnection Point, the Party on whose system the constraint has occurred shall determine the reallocation of quantities to its transportation customers. Such change in allocation shall be confirmed in writing pursuant to the provisions of Paragraph (1) above. If the constraint occurs at the Interconnection Point, the Party which operates the meter at such Interconnection Point shall be deemed to have the constraint on its system. (6) All gas quantities hereunder shall be reported in MMBtus which shall be determined by multiplying each Mcf of gas received and delivered by the dry heating value thereof. Measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in the respective Parties' then effective FERC Gas Tariff. (7) This Agreement shall be effective \_\_\_\_\_ and shall continue until cancelled by either Party upon ten (10) days written notice, with any remaining Operational Imbalance cashed-out pursuant to the terms and conditions of Texas Gas' FERC Gas Tariff. Any operational imbalance existing shall be corrected within thirty (30) days after the final Operational Imbalance is agreed to in writing by the Parties, or within such longer period of time as may be mutually agreed to by the Parties. (8) (The Other Party) must first meet Texas Gas' credit standards contained in Section 5 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff prior to Texas Gas' agreement to enter into this Operational Balancing Agreement. (9) The General Terms and Conditions of Second Revised Volume No. 1 of Texas Gas' Tariff are hereby incorporated by reference. The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

By \_\_\_\_\_ By \_\_\_\_\_ TEXAS GAS TRANSMISSION, LLC Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

**Original Sheet No. 5502** Original Sheet No. 5502

FORM OF OPERATIONAL BALANCING

AGREEMENT

(Continued)

EXHIBIT 1

OPERATIONAL BALANCING AGREEMENT

Between

Texas Gas Transmission, LLC

and

Dated

INTERCONNECTION

POINT(S)

Texas Gas

Interconnect Point

(Other Company)

Meter No.

Name and Description

Meter No.

Effective Date: 09/15/2008 Status: Effective

FERC Docket: RP08-392-000

Original Sheet No. 5503 Original Sheet No. 5503

FORM OF OPERATIONAL BALANCING

AGREEMENT

(Continued)

EXHIBIT 2

OPERATIONAL BALANCING AGREEMENT

Between

Texas Gas Transmission, LLC

and

Dated

Name of Interconnect Point:

(Texas Gas') Meter Number:

Meter Number: Effective dates of this statement  
(nomination period) From: To: Preparer's Name:

Phone Number:

Texas Gas

(Other Company)

Transportation

Transportation

DailyContract

Customer

Contract

Customer

NominationNumber

Name

Number

Name

MMBtu/DayTotal

Deliveries/Receipts at

Interconnect Point

Agreed to this day of

, TEXAS GAS TRANSMISSION, LLC

By

By

*Effective Date: 09/15/2008    Status: Effective*

*FERC Docket: RP08-392-000*

**Original Sheet No. 5504** Original Sheet No. 5504  
for Future Use

Sheet Nos. \_\_\_\_ through 5599 Are Reserved

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

**Original Sheet No. 5600**

Original Sheet No. 5600  
LLC ELECTRONIC CUSTOMER INTERFACE AGREEMENT Texas Gas Transmission, LLC  
(Texas Gas) has developed an interactive website (website) pursuant to the Federal Energy Regulatory Commission's (FERC) regulations and the North American Energy Standards Board's (NAESB) standards to facilitate access to and provide information concerning transportation services on its pipeline system as well as provide certain interactive functions relating to transportation services on Texas Gas. Texas Gas shall provide \_\_\_\_\_ (hereinafter referred to as ECI Customer) with Usernames and temporary passwords to be assigned to ECI Customer's authorized employees to access the website, and in consideration therefore, ECI Customer agrees its use of the website shall be subject to the following terms and conditions: 1. Texas Gas agrees that upon receipt of ECI Customer's executed Security Administrator Form, in which ECI Customer designates its Security Administrator (Administrator), Texas Gas will assign a Username and temporary password to Administrator. Administrator may request additional Usernames and temporary passwords from Texas Gas for use by ECI Customer's authorized employees via the website. Usernames of any employee terminated from employment with ECI Customer or who is otherwise no longer authorized to access the website on behalf of ECI Customer should be expired via the website immediately. ECI Customer agrees to immediately notify Texas Gas upon any change of the Administrator via the completion and remittance of a new ECI Security Administrator Form. 2. Texas Gas agrees that it will recognize the appointment of an agent by ECI Customer to access and perform functions on the website on ECI Customer's behalf (Agent). However, Texas Gas shall only recognize such appointment when all the following conditions have been met: Texas Gas is notified of Agent's appointment, Agent submits an executed Security Administrator Form specifying its Administrator with Texas Gas, and Agent enters into an ECI Agreement with Texas Gas. Thereafter, Agent will be treated as an ECI Customer as described herein. ECI Customer may cancel the appointment of an Agent and name a successor Agent via the website. ECI Customer represents and acknowledges that any Agent it appoints has legal authority to act on behalf of the ECI Customer in performing any functions for which the Agent is authorized, and that Texas Gas is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment. 3. Texas Gas and ECI Customer agree that security is a priority. Texas Gas, therefore, reserves the right to terminate any ECI Customer's Username which has been inactive for more than ninety (90) calendar days. Texas Gas further reserves the right to invalidate ECI Customer's Username if ECI Customer breaches any term of this ECI Agreement and such breach threatens the viable operation of the website, or if Texas Gas terminates the website or ECI Agreement as provided herein. Such invalidation shall only be implemented following ten (10) days' prior notice to ECI Customer by Texas Gas of such intended action and the reason therefore to provide ECI Customer a reasonable time to reform or correct conduct which has resulted in a breach of this ECI Agreement; however, if the conduct results in a serious breach which may immediately jeopardize the security, confidentiality, or viable operation of website, Texas Gas reserves the right to immediately invalidate ECI Customer's Username.



Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

**Original Sheet No. 5601**

Original Sheet No. 5601

TEXAS GAS TRANSMISSION,

LLC

ELECTRONIC CUSTOMER INTERFACE AGREEMENT

(Continued)4. Texas Gas and ECI Customer agree that confidentiality is critical to security. Therefore, ECI Customer agrees to keep, and to cause Administrator and ECI Customer's authorized employees to keep, all ECI Customer Usernames and passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access the website for ECI Customer. ECI Customer agrees that only Administrator and ECI Customer's authorized employees will be given ECI Customer's Usernames and passwords, and that only Administrator and ECI Customer's authorized employees will be permitted to access the website on ECI Customer's behalf. Texas Gas agrees that upon receipt of ECI Customer's Multiple Security Agreement, Customers that share employees may designate one Security Administrator for all companies such that ECI Customer will have one ECI Company Username and password. Likewise, Texas Gas agrees to keep, and to cause its authorized employees to keep, ECI Customer's Usernames and temporary passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access the website for Texas Gas. ECI Customer agrees to immediately notify Texas Gas if it becomes aware that a security breach has or may have occurred with regard to its authorized employees that has been on-going or that it has not corrected or is unable to correct. Any use of the website by any person using any of ECI Customer's Usernames and/or passwords shall be deemed to be used by ECI Customer and ECI Customer agrees to be responsible for and to accept liability for any such use, whether by authorized or unauthorized persons unless Texas Gas is responsible for disclosure of the ECI Customer Usernames and/or passwords not in accordance with this ECI Agreement.5. Texas Gas and ECI Customer agree that it is in their best interests to keep the website current and to add new or alter existing features and functions from time to time, consistent with FERC regulations and NAEBS standards. Texas Gas reserves the right to add new or alter existing website features and functions to better serve its customers which it is able to add, alter and maintain in a secure manner, and ECI Customer agrees that Texas Gas may add new or alter existing website functions and features in this manner.6. ECI Customer agrees to defend, indemnify and hold harmless Texas Gas, its officers, directors, employees and agents, from and against all claims, demands, damages, losses, cost and expenses (including court costs and reasonable attorneys' fees) and liabilities of any nature whatsoever (collectively referred to herein as "Liabilities") arising out of any breach of this Agreement by ECI Customer or its authorized persons, or the use of the website or the information contained therein by ECI Customer, so long as such Liabilities are not the result of negligence, undue discrimination, or willful misconduct on the part of Texas Gas. The parties hereto agree 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, the provision and use of the website and the information contained therein. Texas Gas agrees to maintain the website with the same standard of care as it maintains its other operations and services, and agrees to notify ECI Customer as soon as it becomes aware of a fault in the website and to correct that fault as soon as practicable and implement promptly such measures as are needed to mitigate the effects of such fault on the ECI Customer.

Effective Date: 09/15/2008 Status: Effective  
FERC Docket: RP08-392-000

**Original Sheet No. 5602** Original Sheet No. 5602

TEXAS GAS TRANSMISSION, LLC  
ELECTRONIC CUSTOMER INTERFACE AGREEMENT  
(Continued)

7. ECI Customer understands and agrees Texas Gas may act, and shall be fully protected in acting, in reliance upon any acts or things done or performed by persons utilizing ECI Customer's Usernames and passwords on behalf of ECI Customer or its authorized agents (so long as Texas Gas is not aware of a security breach), and Texas Gas shall be held harmless from any omission or failure by ECI Customer or its authorized agents to act or perform any duty required as a result of any use of the interactive function of the website.

8. Texas Gas reserves the right to modify or terminate the website or this ECI Agreement at any time so long as such modification or termination is not prohibited by the regulations of the FERC.

9. Subject to the provisions set forth above, this ECI Agreement shall be in effect as of the date written below and shall continue unless and until canceled by either party on ten (10) days' written notice.

10. The provisions of this Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to conflicts of law principles.

If the foregoing is in accordance with your understanding of our agreement, please execute both copies and return to Texas Gas. We will, in turn, execute them and return one copy for your records.

Yours very truly,

TEXAS GAS TRANSMISSION, LLC

By: \_\_\_\_\_

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

